

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

\_\_\_\_\_  
UNITED STATES OF AMERICA *ex rel.*  
JOHANNA OLARTE,

Plaintiff,

v.

TEMPLE ST. CLAIR LLC; PAUL ENGLER;  
JAMIE MCGRATH; and  
TEMPLE ST. CLAIR CARR,

Defendants.

\_\_\_\_\_  
UNITED STATES OF AMERICA,

Plaintiff-Intervenor,

v.

TEMPLE ST. CLAIR LLC,

Defendant.

\_\_\_\_\_  
X

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DOC #: \_\_\_\_\_  
DATE FILED: 6/26/2018

STIPULATION AND ORDER  
OF SETTLEMENT AND DISMISSAL

15 Civ. 5015 (KPF)

WHEREAS, this Stipulation and Order of Settlement and Dismissal (the “Stipulation”) is entered into by and among the United States of America, including on behalf of its agency, United States Customs and Border Protection (“CBP”) (collectively, the “United States” or “Government”), by its attorney, Geoffrey S. Berman, United States Attorney for the Southern District of New York; the relator Johanna Olarte, by her authorized representatives (the “Relator”); and defendant Temple St. Clair LLC (“Defendant,” and together with the Government and Relator, “the Parties”), by its authorized representatives;

WHEREAS, Temple St. Clair LLC is a Delaware Corporation with its principal place of business in New York, New York;

WHEREAS, Defendant is a manufacturer and importer of fine jewelry, which involves purchasing gemstones, metals and other components of jewelry in foreign countries, manufacturing the components into finished pieces of jewelry for importation, and selling those pieces through its website or through retail stores in the United States;

WHEREAS, Defendant has regularly manufactured and/or imported jewelry into the United States for commercial purposes, and has been required to pay appropriate customs duties on those goods;

WHEREAS, on or about June 26, 2015, Relator filed a *qui tam* action (the “Civil Action”) in the United States District Court for the Southern District of New York (the “Court”) pursuant to the *qui tam* provisions of the False Claims Act, 31 U.S.C. § 3730(b) (the “Act”). In the Civil Action, Relator alleged that Defendant violated the Act through several schemes to evade or underpay U.S. customs duties (the “Relator Complaint”);

WHEREAS, the United States has intervened in the Civil Action as against Defendant and filed a Complaint-in-Intervention of the United States of America (the “Federal Complaint”);

WHEREAS, the Federal Complaint alleges that Temple St. Clair LLC evaded customs duties during the period from 2011 through 2017 by engaging in the following conduct: (1) from 2011 through 2016, Defendant underreported the actual value of the goods imported from Italy, Sri Lanka and Thailand to pay a lower customs duty or obtain duty-free status, (2) from 2011 through 2016, TSC obtained duty-free treatment on some of the jewelry it imported through the United States’ Generalized System of Preferences (“GSP”) trade-preference program that did not actually qualify for duty-free treatment under that program, because Defendant represented to

CBP that at least 35% of the value of items had been added in Sri Lanka or Thailand, when in fact it had not been; (3) from 2011 through 2016, a co-owner of Defendant failed to declare to CBP jewelry that she brought into the United States for commercial purposes and unlawfully avoided payment of customs duties; and (4) in 2017, contrary to Customs regulations, Defendant failed to affix permanent markings to jewelry manufactured in Sri Lanka or Thailand identifying the jewelry's country of origin at the time it entered the United States and then sold the jewelry to retailers in the United States without any markings identifying the country of origin. The conduct described in this Paragraph is the "Covered Conduct" for purposes of this Stipulation;

WHEREAS, the Parties have reached a full and final mutually agreeable resolution addressing the claims asserted against the Defendant in the Federal 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 consent to this Court's exercise of subject matter jurisdiction over this action and personal jurisdiction over each of them.
2. Defendant hereby admits, acknowledges as true, and accepts responsibility for the following conduct:
  - a. From January 2011 through July 2016, TSC repeatedly understated the actual value of some of the jewelry it imported from Italy, Sri Lanka, and Thailand in documents presented to CBP to establish the import duties owed on the jewelry, including the CBP Form 7501 Entry Summary, and commercial invoices. As a result of that undervaluation, TSC paid less in import duties than it actually owed.



b. From January 2011 through July 2016, TSC obtained duty-free treatment on some of the jewelry it imported through the United States' Generalized System of Preferences trade-preference program that did not actually qualify for duty-free treatment under that program. The GSP program allows jewelry to be imported without any duties owed to the United States provided that at least 35% of the jewelry (based upon value) was made in designated developing countries, such as Sri Lanka or Thailand. From January 2011 through July 2016, TSC represented to the United States that at least 35% of the value of some jewelry was added in Sri Lanka or Thailand when in fact it had not been. As a result, TSC paid less in import duties than it actually owed to the United States.

c. Title 19, United States Code, Section 1304 requires that jewelry be permanently marked with the country of origin at the time of import. In 2017, TSC failed to ensure that the jewelry it was importing from Sri Lanka and Thailand was permanently marked with its country of origin at the time of entry. As a result, in 2017, at least 30 pieces of TSC's jewelry that were made in Sri Lanka and Thailand were sold by retailers without a country of origin marking on them.

d. Between 2011 and 2016, TSC senior management brought approximately 11 pieces of jewelry into the country for commercial purposes, and improperly failed to declare those items to CBP. As a result, TSC improperly avoided paying import duties for those items.

3. Defendant shall pay to the United States the sum of \$796,000 (the "Settlement Amount"), to be paid as follows: an initial payment of \$250,000 shall be made on or before December 1, 2018 plus interest which shall be compounded annually at a rate of 1.8% accruing

from June 1, 2018, to the date of the payment; and the remaining payments will be made in four installments of \$100,000 each, plus interest on the amount of the Settlement Amount that was not paid, compounded annually at the rate of 1.8% accruing from the Effective Date, made March 1, 2019, November 1, 2019, March 1, 2020, and November 1, 2020 and two installments of \$73,000 each, plus interest on the amount of the Settlement Amount that was not paid, compounded annually at the rate of 1.8% accruing from the Effective Date, made March 1, 2021 and November 1, 2021, until full payment is made. Defendant shall make such payments by electronic funds transfer pursuant to written instructions to be provided by the United States Attorney's Office, Southern District of New York. Of the Settlement Amount, \$398,000 constitutes restitution to the United States.

4. Defendant agrees to the following:
  - a. Within ten days of the Effective Date, Defendant shall affix to all jewelry currently in its possession, custody, or control permanent markings identifying the jewelry's country of origin.
  - b. Without limiting its obligations pursuant to paragraph 4.a, Defendant shall affix to all jewelry that it imports into the United States permanent markings in accordance with 19 U.S.C. § 1304 and 19 C.F.R. Part 134 identifying the jewelry's country of origin. Defendant shall affix such permanent markings, unless CBP provides an exception pursuant to the provisions of 19 C.F.R. Part 134, to all such jewelry prior to its importation into the United States.
  - c. All permanent markings identifying country of origin shall comply with applicable federal laws, including 19 U.S.C. § 1304 and 19 C.F.R. Part 134,



and shall have a degree of permanence sufficient to withstand the rigors of normal shipping, importation, distribution, and/or store handling.

5. 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.

6. Subject to the exceptions in Paragraphs 10 and 15 below (concerning excluded claims and bankruptcy proceedings), and conditioned upon 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 parent, 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; the following specific provisions of the Tariff Act of 1930, as amended: 19 U.S.C. §§ 1304(i), 1459, 1484, 1497, 1592, and 1595a; 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.

7. 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 and the United States' investigation, prosecution and settlement thereof.

8. Conditioned on Defendant's timely payment of the full Settlement Amount pursuant to Paragraph 3 above, the Relator, for herself and her heirs, successors, attorneys, agents, and assigns, releases Defendant, including its parent, subsidiaries and corporate predecessors, successors and assigns, as well as all of its 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 Defendant 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).

9. In consideration of the execution of this Stipulation by the Relator and the Relator's release as set forth in Paragraph 8 above, Defendant, including its parent, subsidiaries, predecessors, and corporate successors and assigns, as well as all of its current and former officers, directors, employees, attorneys, and other agents, release the Relator and her 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 Defendant 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 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;
- 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.

11. 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 shall provide written notice to Defendant of any Default in the manner set forth in Paragraph 26 below. Defendant shall then have an opportunity to cure the Default within 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, 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, provided that, in the event that Defendant has paid a



portion of the Settlement Amount to the United States prior to the Uncured Default, Defendant may, within ten (10) business days of the Uncured Default, execute and deliver to the United States a substitute consent judgment that includes only the amount of the unpaid portion of the Settlement Amount. The United States may also, at its option, (a) rescind this Stipulation and reinstate the claims asserted against Defendant 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 Defendant 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. Defendant 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, Defendant 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, Defendant 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.

12. The 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).

13. Defendant waives and shall not assert any defenses Defendant may have to any criminal prosecution or administrative action relating to the Covered Conduct that may be based in whole or in part on a contention that, under the Double Jeopardy Clause in the Fifth Amendment of the Constitution, or under the Excessive Fines Clause in the Eighth Amendment of the

Constitution, this Stipulation bars a remedy sought in such criminal prosecution or administrative action.

14. Defendant represents and warrants that it has reviewed its financial situation, that it is currently not insolvent as such term is defined in 11 U.S.C. § 101(32) and that it reasonably believes that it shall remain solvent following payment to the Government of the Settlement Amount. Further, 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 Defendant, 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 Defendant was or became indebted to on or after the date of this Stipulation, within the meaning of 11 U.S.C. § 548(a)(1).

15. If within 91 days of the Effective Date of this Stipulation or any payment made under this Stipulation, Defendant commences 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 Defendant's debts, or seeking to adjudicate Defendant as bankrupt or insolvent; or (b) seeking appointment of a receiver, trustee, custodian, or other similar official for Defendant or for all or part of Defendant's assets, Defendant agrees as follows:

a. Defendant's obligations under this Stipulation may not be avoided pursuant to



11 U.S.C. § 547, and Defendant shall not argue or otherwise take the position in any such case, action, or proceeding that (i) Defendant's obligations under this Stipulation may be avoided under 11 U.S.C. § 547; (ii) Defendant was 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 Defendant.

- b. If any of 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, 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 6 above. Defendant agrees 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 Defendant shall not argue or otherwise contend that the Government's claim, action, or proceeding is subject to an automatic stay; (ii) Defendant 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 Defendant that the release has been rescinded pursuant to this Paragraph; and (iii) the Government has a valid claim against Defendant 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. Defendant acknowledges that the agreements in this Paragraph are provided in exchange for valuable consideration provided in this Stipulation.

16. Defendant has provided sworn financial disclosure statements (“Financial Statements”) to the United States and the United States has relied on the accuracy and completeness of those Financial Statements in reaching this Stipulation. Defendant warrants that the Financial Statements are complete, accurate, and current. If the United States learns of asset(s) in which Defendant had an interest at the time of this Stipulation that were not disclosed in the Financial Statements, or if the United States learns of any misrepresentation by Defendant on, or in connection with, the Financial Statements, and if such nondisclosure or misrepresentation changes the net worth of Defendant as reflected in the Financial Statements by \$79,600 or more, the United States may at its option: (a) rescind this Stipulation and reinstate its suit based on the Covered Conduct, or (b) let the Stipulation stand and collect the full Settlement Amount plus one hundred percent (100%) of the value of the net worth of Defendant previously failed to disclose. Defendant agrees not to contest any collection action undertaken by the United States pursuant to this provision, and immediately to pay the United States all reasonable costs incurred in such an action, including attorney’s fees and expenses.

17. In the event that the United States, pursuant to Paragraph 16 above (concerning disclosure of assets) opts to rescind this Stipulation, Defendant agrees not to 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 (a) are filed by the United States within 180 calendar days of written notification to Defendant that this Stipulation has been rescinded,

and (b) are based on the Covered Conduct, except to the extent these defenses were available on June 21, 2018.

18. Defendant agrees 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 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(s) and civil investigation(s) of matters covered by this Stipulation;
  - (3) Defendant’s investigation, defense, and corrective actions undertaken in response to the United States’ audit(s) and civil investigation(s) in connection with 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 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 Defendant, and Defendant 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, Defendant 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 Defendant from the United States. Defendant agrees that the United States, at a minimum, shall be entitled to recoup from Defendant any overpayment plus applicable interest and penalties as a result of the inclusion of such Unallowable Costs on previously-submitted requests for payment. 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 Defendant’s books and records and to disagree with any calculation submitted by Defendant or any of its subsidiaries or affiliates regarding any Unallowable Costs included in payments previously sought by



Defendant, or the effect of any such Unallowable Costs on the amounts of such payments.

19. 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 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.

20. 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 the Relator from seeking to recover her expenses or attorneys' fees and costs from Defendant, pursuant to 31 U.S.C. § 3730(d).

21. 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.

22. 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.

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.

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 successor entities.

26. This Stipulation is binding on the 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. 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: New York, New York  
June 21, 2018

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

By:

  
\_\_\_\_\_  
PETER ARONOFF  
KIRTI VAIDYA REDDY  
Assistant United States Attorney  
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*Attorneys for Plaintiff-Intervenor  
United States of America*



**DEFENDANT**

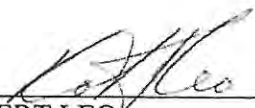
Dated: West Orange, New Jersey  
June 21, 2018

By:

  
LEE VARTAN  
Chiesa Shahinian & Giantomasi  
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New York, New York  
June 21, 2018

By:

  
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*Attorneys for Temple St. Clair*

**RELATOR**

Dated: New York, New York  
June 21, 2018


By:   
JOHANNA OLARTE

*Relator*

By:   
RUSSELL L. KORNBLITH  
1350 Avenue of the Americas, 31st Fl.  
New York, New York 10019  
Telephone No. (646) 402-5650  
rkornblith@sanfordheisler.com

*Attorney for Relator*

SO ORDERED:

  
THE HONORABLE KATHERINE POLK FAILLA  
United States District Judge

Dated: June 26, 2018  
New York, New York

# Exhibit A



UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

\_\_\_\_\_  
X  
UNITED STATES OF AMERICA *ex rel.*  
JOHANNA OLARTE,

Plaintiff,

v.

TEMPLE ST. CLAIR LLC; PAUL ENGLER;  
JAMIE MCGRATH; and  
TEMPLE ST. CLAIR CARR

Defendants.

\_\_\_\_\_  
X  
UNITED STATES OF AMERICA,

Plaintiff-Intervenor,

v.

TEMPLE ST. CLAIR LLC,

Defendants.

\_\_\_\_\_  
X

CONSENT JUDGMENT

15 Civ. 5015 (KPF)

Upon the consent of plaintiff the United States of America and defendant Temple St. Clair LLC ("Defendant"), it is hereby

ORDERED, ADJUDGED, and DECREED: that plaintiff the United States of America is awarded judgment in the amount of \$796,000.00 as against Temple St. Clair LLC, as well as post-judgment interest at the rate of 12% per annum compounded daily.

Agreed to by:

**THE UNITED STATES OF AMERICA**

Dated: New York, New York  
June 21, 2018

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

By:

\_\_\_\_\_  
PETER ARONOFF  
KIRTI VAIDYA REDDY  
Assistant United States Attorney  
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*Attorneys for Plaintiff-Intervenor  
United States of America*

**DEFENDANT**

Dated: West Orange, New Jersey  
June 21, 2018

By:

\_\_\_\_\_  
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New York, New York  
June 21, 2018

By:

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Robert.leo@mscustoms.com

*Attorneys for Temple St. Clair*



**RELATOR**

In Dated: New York, New York  
June 21, 2018

By: \_\_\_\_\_  
JOHANNA OLARTE

*Relator*

By: \_\_\_\_\_  
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New York, New York 10019  
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rkornblith@sanfordheisler.com

*Attorney for Relator*

SO ORDERED:

\_\_\_\_\_  
THE HONORABLE KATHERINE POLK FAILLA  
United States District Judge