UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

UNITED STATES OF AMERICA, *ex rel.* BOAZ HIRSHBERG, Plaintiff, v. ANAYA GEMS, INC. *et al.*, Defendants.	**18 Civ. 3042 (ER)**
UNITED STATES OF AMERICA, Plaintiff-Intervenor, v. ANAYA GEMS, INC. and ANSHUL GANDHI, Defendants.	

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, Audrey Strauss, Acting United States Attorney for the Southern District of New York; relator Boaz Hirshberg ("Relator"), by his authorized representatives; and Defendant Anshul Gandhi ("Gandhi" or "Defendant," and together with the Government and Relator, the "Parties"), by his authorized representatives;

WHEREAS, Gandhi resides in New Jersey and is the former President and part owner of Anaya Gems, Inc. ("Anaya Gems"), a New York-based company that imported jewelry and sold it to various retailers in the United States as well as directly to customers through its website www.netaya.com;

WHEREAS, Anaya Gems was an importer of merchandise into the United States and had the duty to take reasonable care to make "entry" of the merchandise and file the appropriate and accurate documents with Customs and Border Protection ("CBP") to allow the agency to assess customs duties, *see* 19 U.S.C. § 1484; 19 C.F.R. § 141.0a(a); 19 C.F.R. § 141.4(a);

WHEREAS, the documents required to be filed with CBP in order to complete entry include, among other things: (i) an entry summary (CBP Form 7501) that declares the value of the merchandise and the applicable duty rate; and (ii) a commercial invoice that provides verification of the value of the merchandise, *see, e.g.*, 19 C.F.R. §§ 141.0a, 141.19(a), 141.81, 141.86(a), 142.3(a), 142.6(a);

WHEREAS, on or about February 6, 2018, Relator filed a complaint under the *qui tam* provisions of the False Claims Act ("FCA"), 31 U.S.C. § 3729 *et seq.* (the "Relator Complaint"), alleging that Anaya Gems, along with Gandhi and others, *inter alia*, falsely underreported to CBP the value of jewelry containing diamonds that was imported into the United States;

WHEREAS, the Government alleges that from 2010 through 2017 (the "Covered Period"), Anaya Gems, with the knowledge and involvement of Gandhi, defrauded the United States by materially underreporting to CBP the value of jewelry containing diamonds that was imported from Hong Kong and Thailand, and submitted, or caused to be submitted, false entry summaries and invoices to CBP to avoid paying customs duties owed. The conduct described in this paragraph is referred to as 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 ("Government Complaint"), in which it is asserting claims against Gandhi and Anaya Gems under the FCA for the Covered Conduct;

WHEREAS, in October 2018, the Bank of India and Allahabad Bank (the "Banks") filed an action in New York Supreme Court alleging that Anaya Gems had defaulted on loans and credit agreements with the Banks, and the court subsequently appointed a receiver, who was responsible for, among other things, managing the company and its assets;

WHEREAS, during the receivership Anya Gems' assets were sold and liquidated by the receiver, and the company is no longer operating;

WHEREAS, in connection with settlement discussions and in order to allow the Government to assess Gandhi's ability to make payments to resolve this matter, Gandhi has submitted information concerning his financial condition to the Government, including but not limited to information relating to his assets, liabilities, expenses, and income (the "Gandhi Financial Information");

WHEREAS, the Parties have, through this Stipulation, reached a mutually agreeable resolution addressing the claims asserted against Gandhi in the Government Complaint;

WHEREAS, the Relator's claim to a share of the proceeds from the settlement between the Parties will be the subject of a separate agreement between Relator and the United States;

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. Gandhi admits, acknowledges, and accepts responsibility for the following conduct:

a. During the Covered Period, Anaya Gems was engaged in the business of selling jewelry, including necklaces, pendants, bracelets, earrings, and rings, to retailers in the United States. Anaya Gems also sold jewelry online through the website www.netaya.com.

b. As the President of Anaya Gems during the Covered Period, Gandhi was closely involved in managing the day-to-day operations of Anaya Gems.

c. Anaya Gems imported jewelry, including jewelry containing diamonds ("Jewelry"). Anaya Gems imported Jewelry from manufacturers based in Hong Kong (including MJ Manjusaka Jewelers Co., Ltd. and La Vie Premium Ltd.) and from manufacturers based in Thailand (including Beauty Gems Factory Co., Ltd., Regal Jewelry Manufacture Co., Ltd., and Gems Creations Limited) (collectively, "Manufacturers"). The diamonds used in the Jewelry assembled by the Manufacturers were obtained from companies that shared common ownership with Anaya Gems, including India-based companies Antrix Diamond Exports, Ltd., Shubh Exports, and Netaya Jewels PVT Ltd. (collectively "Diamond Suppliers"). Gandhi's family members, including his father, owned, operated and/or controlled the Diamond Suppliers.

d. The Diamond Suppliers billed and sent invoices to Anaya Gems—as well as to DNM Jewelry Inc. and Diam Trade Corp. which did business with Anaya Gems—for the cost of the diamonds shipped to the Manufacturers. Gandhi was often copied on communications transmitting these invoices, and Anaya Gems, DNM Jewelry Inc., and Diam Trade Corp. made payments to the Diamond Suppliers.

e. The Manufacturers used the diamonds provided by the Diamond Suppliers to create the finished Jewelry that was exported to Anaya Gems. The Manufacturers were not billed for, and did not pay for, the diamonds that they used to assemble the finished Jewelry.

f. Anaya Gems routinely and knowingly underpaid customs duties for the Jewelry imported from Hong Kong and Thailand. The entry documents submitted by Anaya Gems for the Jewelry imported from Hong Kong and Thailand were false. Anaya Gems regularly and knowingly misrepresented the actual value of the Jewelry on entry documents filed by its customs broker with CBP by not including the value of the diamonds, or grossly understating the value of the diamonds, contained in the Jewelry. For example, throughout the Covered Period, Anaya Gems did not include the value of the diamonds included in the Jewelry imported from MJ Manjusaka Jewelers Co., Ltd. on entry documents filed by its customs broker with CBP. As a result, Anaya Gems did not pay millions of dollars in customs duties that it was obligated to pay on the diamonds contained in the Jewelry.

g. Anaya Gems also, through its customs broker, submitted to CBP inaccurate invoices to support the declared values, which omitted the value of the diamonds or grossly understated the value of the diamonds.

h. Gandhi was involved in pricing the Jewelry for purposes of selling the merchandise to retailers. When calculating the prices to sell merchandise to retailers, Gandhi and Anaya Gems staff used the actual value of the pieces—including the value of the diamonds—as opposed to the values reported to CBP.

i. Gandhi was aware of Anaya Gems' obligation to report the accurate value of the imported Jewelry to the CBP, which included the full value of any diamonds included in the Jewelry. Gandhi knew that the invoices used by Anaya Gems' customs broker to record the value of the merchandise declared on the entry summary forms did not include the full value of the diamonds contained in the Jewelry. Gandhi was aware that Anaya Gems did not accurately report the value of Jewelry imported from Hong Kong and Thailand and that this resulted in the underpayment of customs duties that were due and owing to the United States.

3. Gandhi shall pay to the United States the sum of $415,000 plus applicable interest (the "Settlement Amount") to be paid in eight installments according to the schedule set forth below. Gandhi shall make the below-referenced payments 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. The full Settlement Amount constitutes restitution to the United States. Gandhi agrees that he shall not seek indemnification from any source with respect to any portion of the Settlement Amount.

a. On or before September 1, 2020, Gandhi shall pay the United States the sum of $50,000.

b. On or before November 1, 2020, Gandhi shall pay the United States the sum of $50,000 plus interest which shall be compounded annually at a rate of 0.75% accruing from the Effective Date (defined in Paragraph 29 below).

c. On or before December 31, 2020, Gandhi shall pay the United States the sum of $100,000 plus interest which shall be compounded annually at a rate of 0.75% accruing from the Effective Date.

d. On or before December 31, 2021, Gandhi shall pay the United States the sum of $35,000 plus interest which shall be compounded annually at a rate of 0.75% accruing from the Effective Date.

e. On or before December 31, 2022, Gandhi shall pay the United States the sum of $30,000 plus interest which shall be compounded annually at a rate of 0.75% accruing from the Effective Date.

f. On or before December 31, 2023, Gandhi shall pay the United States the sum of $30,000 plus interest which shall be compounded annually at a rate of 0.75% accruing from the Effective Date.

g. On or before December 31, 2024, Gandhi shall pay the United States the sum of $60,000 plus interest which shall be compounded annually at a rate of 0.75% accruing from the Effective Date.

h. On or before December 31, 2025, Gandhi shall pay the United States the sum of $60,000 plus interest which shall be compounded annually at a rate of 0.75% accruing from the Effective Date.

4. Gandhi shall execute and agree to the entry of a consent judgment in favor of the Government and against Gandhi in the amount of $7,860,000, a copy of which is attached hereto as Exhibit A (the "Consent Judgment"). The Government may use the Consent Judgment to obtain a security interest in any asset or property of Gandhi, but shall not engage in other collection activity with respect to the Consent Judgment so long as Gandhi fully complies with

the terms of this Stipulation. Should Gandhi comply fully with the payment schedule set forth above as well as the other terms of this Stipulation, the Consent Judgment shall be deemed to be satisfied in full and, upon Gandhi's request, the Government shall file with the Clerk of the Court and deliver to Gandhi a Full Satisfaction of Judgment. In the event that Gandhi fully pays the Settlement Amount faster than as provided in the payment schedule set forth above, and fully complies with all other terms of the Stipulation, the Consent Judgment shall be deemed to be satisfied in full and, upon Gandhi's request, the Government shall file with the Clerk of the Court and deliver to Gandhi a Full Satisfaction of Judgment. Should Gandhi fail to comply fully with the payment schedule set forth above or with any other term of this Stipulation, Gandhi shall be in default of this Stipulation, in which case the Government may take any of the actions set forth in Paragraph 12 below.

5. Gandhi agrees to cooperate fully and truthfully with the United States' investigation of individuals and entities not released in this Stipulation. Gandhi further agrees to furnish to the United States, upon request, complete and unredacted copies of all non-privileged documents, reports, memoranda of interviews, and records in his possession, custody, or control concerning any investigation of the Covered Conduct that he has undertaken, or that has been performed by another on his behalf.

6. Subject to the exceptions in Paragraphs 10 and 17 below (concerning excluded claims and bankruptcy proceedings), and conditioned upon Gandhi'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 Gandhi 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.

7. Gandhi 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 Gandhi 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 Gandhi's timely payment of the full Settlement Amount pursuant to Paragraph 3 above, Relator, for himself and his heirs, successors, attorneys, agents, and assigns, releases Gandhi, and his 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 Relator has against Gandhi related to or arising from the Relator Complaint; provided, however, that nothing in this Stipulation shall preclude Relator from seeking to recover his 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 Relator and the Relator's release as set forth in Paragraph 8 above, Gandhi, for himself and his heirs, successors, attorneys, agents, and assigns, releases Relator, and his 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 Gandhi 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 Anaya Gems, any liability of any insurance company under a customs bond relating to goods imported by Anaya Gems, and any liability of any individuals, except for Gandhi.

11. Gandhi has provided the Gandhi Financial Information to the United States and the United States has relied on the accuracy and completeness of that information in reaching this Stipulation. Gandhi warrants that the Gandhi Financial Information is complete, truthful, and accurate. If the United States learns of any misrepresentation or inaccuracy in the Gandhi Financial Information, or of assets in which Gandhi had an interest at the time of this Stipulation that were not disclosed in the Gandhi Financial Information, and if such nondisclosure or misrepresentation changes either the total annual income, expenses, or assets by 5% or more, the United States may at its option: (i) rescind this Stipulation and reinstate the claims asserted against Gandhi in the Government Complaint, or (ii) let the Stipulation stand and collect the full Settlement Amount plus one hundred percent (100%) of the value of the income, assets, or expenses that were previously not disclosed or misrepresented. Gandhi 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 attorneys' fees and expenses.

12. Gandhi shall be in default of this Stipulation if he fails to make the required payments set forth in Paragraph 3 above on or before the due date for such payments, or if he fails to comply materially with any other term of this Stipulation ("Default"). The Government shall provide written notice to Gandhi of any Default in the manner set forth in Paragraph 28 below. Gandhi 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 set forth in Paragraph 3 above, beginning ten (10) calendar days after mailing of the notice of Default. The United States may also, at its option, (a) rescind this Stipulation and reinstate the claims asserted against Gandhi in the Government Complaint; (b) seek specific performance of this Stipulation; (c) offset the remaining unpaid balance of the settlement amount set forth in Paragraph 3 above from any amounts due and owing Gandhi 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. Gandhi 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, Gandhi 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, Gandhi 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.

13. Relator and his heirs, successors, attorneys, agents, and assigns shall not object to this Stipulation; Relator agrees and confirms that the terms of this Stipulation are fair, adequate, and reasonable under all the circumstances, pursuant to 31 U.S.C. § 3730(c)(2)(B).

14. Gandhi waives and shall not assert any defenses Gandhi 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. Gandhi, having truthfully admitted to the conduct set forth in Paragraph 2 above (the "Admitted Conduct"), agrees that he shall not, through his attorneys, agents, officers, or employees, make any public statement, including but not limited to any statement in a press release, social media forum, or website, that contradicts or is inconsistent with the Admitted Conduct or suggests that the Admitted Conduct is not wrongful (a "Contradictory Statement"). Any Contradictory Statement by Gandhi or his attorneys, agents, or employees shall constitute a violation of this Stipulation, thereby authorizing the Government to pursue any of the remedies set forth in Paragraph 12 above, or seek other appropriate relief from the Court. Before pursuing any remedy, the Government shall notify Gandhi that it has determined that Gandhi has made a Contradictory Statement. Upon receiving such notice from the Government, Gandhi may cure the violation by repudiating the Contradictory Statement in a press release or other public statement within four business days. If Gandhi learns of a potential Contradictory Statement by his attorneys, agents, or employees, Gandhi 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 Gandhi for the purpose of this Stipulation, or whether Gandhi 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, Gandhi may raise defenses and/or assert affirmative claims or defenses in any proceedings brought by private and/or public parties, so long as doing so would not contradict the Admitted Conduct.

16. Gandhi represents and warrants that he has reviewed his financial situation, that he is currently not insolvent as such term is defined in 11 U.S.C. § 101(32), and that he reasonably believes he shall remain solvent following payment to the Government of the settlement amount referenced in Paragraph 3 above. 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 Gandhi, 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 Gandhi was or became indebted to on or after the date of this Stipulation, within the meaning of 11 U.S.C. § 548(a)(1).

17. If within 91 days of the Effective Date of this Stipulation or any payment made under this Stipulation, Gandhi 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 Gandhi's debts,

or seeking to adjudicate Gandhi as bankrupt or insolvent; or (b) seeking appointment of a receiver, trustee, custodian, or other similar official for Gandhi or for all or part of Gandhi's assets, Gandhi agrees as follows:

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

b. If any of Gandhi'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 Gandhi for the claims that would otherwise be covered by the release in Paragraph 6 above. Gandhi 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 Gandhi shall not argue or otherwise contend that the Government's claim, action, or proceeding is subject to an automatic stay; (ii) Gandhi 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 Gandhi that the release has been rescinded pursuant to this Paragraph, except to the extent such defenses were available on the date the Government Complaint was filed; and (iii) the Government has an undisputed, noncontingent, and liquidated allowed claim against Gandhi in the amount of $7,860,000 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, and shall be allowed to offset the remaining unpaid balance of its claim from any amounts due and owing Gandhi by any department, agency, or agent of the United States without seeking further authorization from any court under 11 U.S.C. § 362(a)(7).

c. Gandhi acknowledges that the agreements in this Paragraph are provided in exchange for valuable consideration provided in this Stipulation.

18. Gandhi agrees to the following:

a. Unallowable Costs Defined: All costs (as defined in the Federal Acquisition Regulation, 48 C.F.R. § 31.205-47) incurred by or on behalf of Gandhi, including his present or former 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) Gandhi'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 Gandhi makes to the United States pursuant to this Stipulation and any payment Gandhi may makes to Relator, including expenses, costs and attorneys' fees;

are unallowable costs for government contracting purposes (hereinafter referred to as "Unallowable Costs").

b. Future Treatment of Unallowable Costs: Unallowable Costs shall be separately determined and accounted for by Gandhi, and Gandhi 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, Gandhi 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 Gandhi from the United States. Gandhi agrees that the United States, at a minimum, shall be entitled to recoup from Gandhi 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 Gandhi's books and records and to disagree with any calculation submitted by Gandhi or any of its subsidiaries or affiliates regarding any Unallowable Costs included in payments previously sought by Gandhi, or the effect of any such Unallowable Costs on the amounts of such payments.

19. 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 his expenses or attorneys' fees and costs 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 Gandhi's heirs and assigns.

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. 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, Esq.
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 DEFENDANT ANSHUL GANDHI
(Counsel for Gandhi authorizes any notices pursuant to this Stipulation to be sent directly to Gandhi by certified or registered mail without providing such notices to counsel.)

Anshul Gandhi
8 Rose Avenue
Englewood Cliffs, New Jersey 07632

TO RELATOR:

Heidi A. Wendel, Esq.
Law Office of Heidi A. Wendel PLLC
43 West 43rd Street, Suite 184
New York, NY 10036
Telephone: (917) 854-1645
Email: Hwendel@heidiwendellaw.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: July 30, 2020

AUDREY STRAUSS
Acting United States Attorney for the
Southern District of New York

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

DEFENDANT

Dated: July 29, 2020

DEFENDANT ANSHUL GANDHI

____
Anshul Gandhi

SPECTOR RUBIN, P.A.

By: ______________________________
Andrew Spector, Esq.
Ronald Gainor, Esq.
Continental Plaza
3250 Mary Street, Suite 405
Miami, Florida 33133
Telephone: (305) 537-2000
Email: Andrew.Spector@spectorrubin.com
Ronald.Gainor@spectorrubin.com
Attorneys for Anshul Gandhi

RELATOR

Dated: July 29, 2020

BOAZ HIRSHBERG

By: ______________________
Boaz Hirshberg

LAW OFFICE OF HEIDI A.
WENDEL PLLC

By: ______________________
Heidi A. Wendel, Esq.
43 West 43rd Street, Suite 184
New York, NY 10036
Telephone: (917) 854-1645
Email: Hwendel@heidiwendellaw.com
Attorneys for Relator

SO ORDERED:

____
HON. EDGARDO RAMOS
UNITED STATES DISTRICT JUDGE

Dated: Aug. 3, 2020
New York, New York

EXHIBIT A

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

UNITED STATES OF AMERICA, *ex rel.* BOAZ HIRSHBERG, Plaintiff, v. ANAYA GEMS, INC. *et al.*, Defendants.	**18 Civ. 3042 (ER)**
UNITED STATES OF AMERICA, Plaintiff-Intervenor, v. ANAYA GEMS, INC. and ANSHUL GANDHI, Defendants.	

CONSENT JUDGMENT

Upon the consent of Plaintiff the United States of America and defendant Anshal Gandhi, it is hereby

ORDERED, ADJUDGED and DECREED: that plaintiff the United States of America is awarded judgment in the amount of $7,860,000 against Anshul Gandhi.

Agreed to by:

THE UNITED STATES OF AMERICA

Dated: July 30, 2020

AUDREY STRAUSS
Acting United States Attorney for the
Southern District of New York

By: Jeffrey Powell

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

DEFENDANT

Dated: July 29, 2020

DEFENDANT ANSHUL GANDHI

Anshul Gandhi

SPECTOR RUBIN, P.A.

By:

Andrew Spector, Esq.
Ronald Gainor, Esq.
Continental Plaza
3250 Mary Street, Suite 405
Miami, Florida 33133
Telephone: (305) 537-2000
Email: Andrew.Spector@spectorrubin.com
Ronald.Gainor@spectorrubin.com
Attorneys for Anshul Gandhi

SO ORDERED:

____

HON. EDGARDO RAMOS
UNITED STATES DISTRICT JUDGE

Dated: Aug. 3, 2020
New York, New York