

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

\_\_\_\_\_  
X  
UNITED STATES OF AMERICA *ex rel.*  
MICHAEL KRIGSTEIN

Plaintiff,

v.

STIPULATION AND ORDER  
OF SETTLEMENT AND DISMISSAL

QUEEN APPAREL, NY, INC., and  
HANK HYUNHO CHOI

13 Civ. 9030 (GBD)

Defendants.

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

Plaintiff-Intervenor,

v.

QUEEN APPAREL, NY, INC., and  
HANK HYUNHO CHOI

Defendants.

\_\_\_\_\_  
X

WHEREAS, this Stipulation and Order of Settlement and Dismissal (the “Stipulation”) is entered into by and among plaintiff the United States of America (the “United States” or “Government”), by its attorney, Damian Williams, United States Attorney for the Southern District of New York; the relator Michael Krigstein, by his representatives (the “Relator”); and defendants Queen Apparel NY, Inc. (“Queen Apparel”) and Hank Hyunho Choi (“Choi”) (together “Defendants” and together with the Government and Relator, the “Parties”), by their authorized representatives;

WHEREAS, Queen Apparel is a defunct New York City-based corporation that, when it was operational, manufactured garments and imported them into the United States on behalf of wholesalers;

WHEREAS, Hank Choi was the sole owner, and President of Queen Apparel and, since 2016, has resided in the Republic of Korea;

WHEREAS, on or about December 20, 2013, Relator filed a complaint (under the *qui tam* provisions of the False Claims Act (the “FCA”), 31 U.S.C. § 3729 *et seq.*, against Defendants alleging, *inter alia*, that Defendants violated the FCA through a scheme to evade payment of U.S. customs duties by undervaluing garments that it was importing into the United States (the “Relator Complaint”);

WHEREAS, on February 20, 2019, the United States intervened in the Action against Defendants by filing a Notice of Election to Intervene and Complaint in Intervention (the “Federal Complaint”) in the above-referenced *qui tam* action, in which it is asserting claims against Defendants under the FCA and common law;

WHEREAS, the Federal Complaint alleges that from 2009 through 2013 (the “Relevant Time Period”), Defendants caused false statements to be made to the U.S. Customs and Border Protection (“CBP”) that were material to determining the amount of import duties on clothing that Defendants manufactured and imported into the United States. The conduct described in this Paragraph is the “Covered Conduct” for purposes of this Stipulation;

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

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

ii. In January 2013, Queen Apparel, at the direction of Choi, represented on CBP Form 7501 that the value of a specific style of garment was \$4.32, even though the materials for the garment cost \$4.97 and the represented value did not include the cost of labor and transportation costs or customs duties.

iii. Also, in January 2013, Queen Apparel, at the direction of Choi, represented on CBP Form 7501 that the value of another style of garment was \$2.64, even though the materials for the garment cost \$3.24 and the represented value did not include the cost of labor and transportation costs or customs duties. Upon learning of these gross under-valuations, the wholesaler emailed Choi that values of the garments declared by Queen Apparel to CBP “cannot be so little and it certainly cannot be [less than the cost of the materials]” and that “we have been having this conversation for years.”

e. On June 12, 2009, one of Queen Apparel’s wholesalers emailed Choi to express concern that Queen Apparel had undervalued the cost of the fabric on its invoices stating, “it is not going to pass anyone’s scrutiny.” Choi responded by admitting that he undervalued the garments because “[w]e didn’t have any problem w. U.S. customs w/lower value yet.” Choi proceeded to ask this wholesaler if its other vendors were “making all invoices in actual value?”

3. Defendant Choi shall pay to the United States within fourteen (14) business days of the Effective Date (defined below in Paragraph 29) the sum of \$50,000 (the “Settlement Amount”) in accordance with instructions to be provided by the Financial Litigation Unit of the United States Attorney’s Office for Southern District of New York. The entirety of the Settlement Amount constitutes restitution to the United States. Defendant Choi agrees that he

shall not seek indemnification from any source with respect to any portion of the Settlement Amount. Defendants shall execute and agree to the entry of a consent judgment in favor of the Government and against Defendants in the amount of \$2,000,000, 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 the Defendant, but shall not engage in other collection activity with respect to the Consent Judgment so long as Defendants fully comply with the terms of this Stipulation. Pursuant to this Stipulation, Defendant Choi agrees to pay and the Government agrees to accept the Settlement Amount in full satisfaction of the Consent Judgment.

4. The following permanent injunctive relief shall apply:
  - a. Choi and Queen Apparel will not act as an importer of record, as referred to in 19 C.F.R. § 101.1, for the purpose of entering merchandise into the United States.
  - b. Choi will not apply to become a licensed customs broker in the United States pursuant to 19 U.S.C. § 1641.
  - c. Choi will not seek to apply for or utilize any Trusted Traveler program offered by CBP, such as global entry.
  - d. Choi will not conduct any activities involving transactions with CBP concerning the entry and admissibility of merchandise, its classification and valuation.
  - e. Choi will not participate in activities relating to the preparation of documents, in any format, and the transmission of documents and/or parts of documents

intended to be filed with CBP in furtherance of any customs business activity, whether or not ultimately signed or filed.

5. 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 Queen Apparel's 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.

6. Subject to the exceptions in Paragraphs 10 (concerning reserved claims) and subject to Paragraph 11 (concerning default) and Paragraph 15 (concerning bankruptcy proceedings) below, and Paragraph 16 (concerning disclosure of financial information) below, and conditioned on Defendants' full compliance with the terms of this Stipulation, including Defendant Choi's full payment of the Settlement Amount to the United States pursuant to Paragraph 3 above, the United States releases Defendants, including their subsidiaries and corporate predecessors, successors and assigns, from any civil or administrative monetary claim that the United States has for the Covered Conduct under the FCA, the Civil Monetary Penalties Law, 42 U.S.C. § 1320a-7a, the Program Fraud Civil Remedies Act, 31 U.S.C. § 3801-3812, and the common law theories of fraud, payment by mistake, and unjust enrichment. For avoidance of doubt, this Stipulation does not release any former officer, director, employee, or agent of Defendants from liability of any kind.

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

8. Subject to the exceptions in Paragraph 10 (concerning reserved claims) below and subject to Paragraph 11 (concerning default) and Paragraph 15 (concerning bankruptcy proceedings) below, and Paragraph 16 (concerning disclosure of financial information below), and conditioned on Defendants' full compliance with the terms of this Stipulation, including Defendant Choi's full payment of the Settlement Amount to the United States pursuant to Paragraph 3 above, Relator, for himself and his heirs, successors, attorneys, agents, and assigns, releases Defendants, including their subsidiaries and corporate predecessors, successors 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 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 the Relator and the Relator's release as set forth in Paragraph 8 above, Defendants, including their subsidiaries, predecessors, and corporate successors 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 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 the Stipulation, any administrative liability or enforcement right, including but not limited to the suspension and debarment rights of any federal agency;
- d. any liability to the United States (or its agencies) for any conduct other than the Covered Conduct;
- e. any liability based upon obligations created by this Stipulation; and
- f. any liability of individuals other than Defendant Choi for the Covered

Conduct.

11. The Settlement Amount represents the amount the United States is willing to accept in compromise of its civil claims arising from the Covered Conduct, due solely to Defendants' financial condition as reflected in the Financial Disclosures referenced in Paragraph 16 below. Defendants shall be in default of this Stipulation if Defendant Choi fails to make the required payment set forth in Paragraph 3 above on or before the due date for such payment, or if Defendants fail to comply materially with any other term of this Stipulation that applies to them

("Default"). The Government will provide a written Notice of Default to Defendants of any Default in the manner set forth in Paragraph 28 below. Defendants shall then have an opportunity to cure the Default within seven (7) calendar days from the date of receipt of the Notice of Default by making the payment due and paying any additional interest accruing under the Stipulation up to the date of payment. If Defendants fail to cure the Default within seven (7) calendar days of receiving the Notice of Default ("Uncured Default"), interest on the remaining unpaid balance shall thereafter accrue at the rate of 12% per annum, compounded daily from the date of Default, on the remaining unpaid total (principal and interest balance). In the event of an Uncured Default, the United States may initiate a collection action or take any other action with respect to the unpaid portion of the amount specified in the Consent Judgment attached hereto as Exhibit A. Further, in the event of an Uncured Default, Defendants also agree that the United States, at its sole discretion, may (i) retain any payments previously made, rescind this Stipulation, and reinstate the claims asserted against Defendants in the Government Complaint, or bring any civil and/or administrative claim, action, or proceeding against Defendants for the claims that would otherwise be covered by the releases provided in Paragraph 6 above, with any recovery reduced by the amount of any payments previously made by Defendants to the United States under this Stipulation; (ii) take any action to enforce this Stipulation in a new action or by reinstating the Government Complaint; (iii) offset the remaining unpaid balance from any amounts due and owing to Defendants and/or affiliated companies by any department, agency, or agent of the United States at the time of Default or subsequently; and/or (iv) exercise any other right granted by law, or under the terms of this Stipulation, or recognizable at common law or in equity. The United States shall be entitled to any other rights granted by law or in equity by reason of Default, including referral of this matter for private collection. In the event the United



States pursues a collection action, Defendants agree immediately to pay the United States the greater of (i) a ten-percent (10%) surcharge of the amount collected, as allowed by 28 U.S.C. § 3011(a), or (ii) the United States' reasonable attorneys' fees and expenses incurred in such an action. In the event that the United States opts to rescind this Stipulation pursuant to this paragraph, Defendants waive and agree not to plead, argue, or otherwise raise any defenses of statute of limitations, laches, estoppel or similar theories, to any civil or administrative claims that (i) are filed by the United States against Defendants within 120 days of written notification that this Stipulation has been rescinded, and (ii) relate to the Covered Conduct, except to the extent these defenses were available on February 20, 2019. Defendants agree not to contest any offset, recoupment, and /or collection action undertaken by the United States pursuant to this paragraph, either administratively or in any state or federal court, except on the grounds of actual payment to the United States.

12. Defendants, having truthfully admitted to the Admitted Conduct set forth in Paragraph 2 hereof, agree they shall not, through their 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 suggest that the Admitted Conduct is not wrongful (a "Contradictory Statement"). Any Contradictory Statement by Defendants, their attorneys, agents, officers, or employees, shall constitute a violation of this Stipulation, thereby authorizing the Government to pursue any of the remedies set forth in Paragraph 11 hereof, or seek other appropriate relief from the Court. Before pursuing any remedy, the Government shall notify Defendants that it has determined that Defendants have made a Contradictory Statement. Upon receiving notice from the Government, Defendants may cure the violation by repudiating the Contradictory Statement in a press release or other public

statement within four business days. If Defendants learn of a potential Contradictory Statement by their attorneys, agents, officers, or employees, Defendants 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 Defendants for the purpose of this Stipulation, or whether Defendants 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, Defendants may raise defenses and/or assert affirmative claims or defenses in any proceeding brought by private and/or public parties, so long as doing so would not contradict or be inconsistent with the Admitted Conduct.

13. Relator and 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. 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.

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

- a. Defendant Choi has reviewed his financial situation and warrants that he is solvent within the meaning of 11 U.S.C. §§ 547(b)(3) and 548(a)(1)(B)(ii)(I)

and shall remain solvent following payment to the United States of the Settlement Amount.

- b. In evaluating whether to execute this Agreement, the Parties intend that the mutual promises, covenants, and obligations set forth herein constitute a contemporaneous exchange for new value given to Defendant Choi, within the meaning of 11 U.S.C. § 547(c)(1), and the Parties conclude that these mutual promises, covenants, and obligations do, in fact, constitute such a contemporaneous exchange.
- c. The mutual promises, covenants, and obligations set forth herein are intended by the Parties to, and do in fact, constitute a reasonably equivalent exchange of value.
- d. The Parties do not intend to hinder, delay, or defraud any entity to which Defendant Choi was or became indebted on or after the date of any transfer contemplated in this Stipulation, within the meaning of 11 U.S.C. § 548(a)(1).
- e. If Defendant Choi's obligations under this Stipulation are avoided for any reason (including but not limited to through the exercise of a trustee's avoidance powers under the Bankruptcy Code) or if, before the Settlement Amount is paid in full, Defendant Choi or a third party commences a case, proceeding, or other action under any law relating to bankruptcy, insolvency, reorganization, or relief of debtors seeking any order for relief of Defendant Choi's debts, or to adjudicate Defendant Choi as bankrupt or insolvent, or seeking appointment of a receiver, trustee, custodian, or other similar official

for Defendant Choi or for all or any substantial part of Defendant Choi's assets:

- i. the United States may rescind the releases in this Stipulation and bring any civil and/or administrative claim, action, or proceeding against Defendants for the claims that would otherwise be covered by the releases provided in Paragraph 6 above;
  - ii. the United States has an undisputed, noncontingent, and liquidated allowed claim against Defendants in the amount of \$2,000,000, less any payments received pursuant to the Stipulation, provided, however, that such payments are not otherwise avoided and recovered from the United States by Defendants, a receiver, trustee, custodian, or other similar official for Defendants; and
  - iii. if any payments are avoided and recovered by Defendants, a receiver, trustee, custodian, or similar official for Defendants, Relator shall, within thirty days of written notice from the United States to the undersigned Relators' counsel, return any portions of such payments already paid by the United States to Relator.
- f. Defendants agree that any civil and/or administrative claim, action, or proceeding brought by the United States under Paragraph 15(e) above is not subject to an "automatic stay" pursuant to 11 U.S.C. § 362(a) because it would be an exercise of the United States' police and regulatory power. Defendants shall not argue or otherwise contend that the United States' claim, action, or proceeding is subject to an automatic stay and, to the extent necessary,

consents to relief from the automatic stay for cause under 11 U.S.C. § 362(d)(1). Defendants waive and shall not plead, argue, or otherwise raise any defenses under the theories of statute of limitations, laches, estoppel, or similar theories, to any such civil or administrative claim, action, or proceeding brought by the United States within 120 days of written notification to Defendants that the releases have been rescinded pursuant to this paragraph, except to the extent such defenses were available on February 20, 2019.

16. Defendants have provided sworn financial disclosures and supporting documents (“Financial Disclosures”) to the United States and the United States has relied on the accuracy and completeness of those Financial Disclosures in reaching this Stipulation. Defendants warrant that the Financial Disclosures are complete, accurate, and current. If the United States learns of asset(s) in which Defendants had an interest at the time of the execution of this Stipulation that were not disclosed in the Financial Disclosures, or if the United States learns of any false statement or misrepresentation by Defendants on, or in connection with, the Financial Disclosures, and if such nondisclosure, false statement, or misrepresentation changes the estimated net worth of Defendants as reflected in the Financial Disclosures by \$2,500 or more, the United States may at its option: (a) rescind this Stipulation and reinstate its lawsuit based on the Covered Conduct, or (b) let the Stipulation stand and collect the full Settlement Amount plus one hundred percent (100%) of the net value of Defendants’ previously undisclosed assets. Defendants agree not to contest any collection action undertaken by the United States pursuant to this provision, and agree that they will immediately pay the United States the greater of (i) a ten-percent (10%) surcharge of the amount collected in the collection action, as allowed by 28

U.S.C. § 3011(a), or (ii) the United States' reasonable attorneys' fees and expenses incurred in such an action. In the event that the United States pursuant to this paragraph rescinds this Stipulation, Defendants waive and agree 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 120 calendar days of written notification to Defendants that this Stipulation has been rescinded, and (b) relate to the Covered Conduct, except to the extent these defenses were available on February 20, 2019.

17. Defendants agree to the following:

- a. Unallowable Costs Defined: All costs (as defined in the Federal Acquisition Regulation, 48 C.F.R. § 31.205-47; and in Titles XVIII and XIX of the Social Security Act, 42 U.S.C. §§ 1395-1395kkk-1 and 1396-1396w-5; and the regulations and official program directives promulgated thereunder) incurred by or on behalf of 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 (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 contract 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 included in payments previously sought by Defendants or any of its subsidiaries or affiliates 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. 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 its 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.

18. This Stipulation is intended to be for the benefit of the Parties only. The Parties do not release any claims against any other person or entity except as otherwise provided herein.

19. Each Party shall bear its own legal and other costs incurred in connection with this matter, including the preparation and performance of this Stipulation; provided, however, nothing in this Stipulation shall preclude the Relator from seeking to recover his expenses or attorneys' fees and costs from Defendants, pursuant to 31 U.S.C. § 3730(d).

20. Any failure by the Government to insist upon the full or material performance of any of the provisions of this Stipulation shall not be deemed a waiver of any of the provisions hereof, and the Government, notwithstanding that failure, shall have the right thereafter to insist upon the full or material performance of any and all of the provisions of this Stipulation.

21. This Stipulation is governed by the laws of the United States. The exclusive jurisdiction and venue for any dispute relating to this Stipulation is the United States District Court for the Southern District of New York.

22. For purposes of construing this Stipulation, this Stipulation shall be deemed to have been drafted by all Parties to this Stipulation and shall not, therefore, be construed against any Party for that reason in any subsequent dispute.

23. This Stipulation constitutes the complete agreement between the Parties with respect to the subject matter hereof. This Stipulation may not be amended except by written consent of the Parties. No prior agreements, oral representations or statements shall be considered part of this Stipulation.

24. The undersigned counsel and other signatories represent and warrant that they are fully authorized to execute this Stipulation on behalf of the persons and the entities indicated below.



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

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

27. This Stipulation may be executed in counterparts, each of which constitutes an original and all of which constitute one and the same Stipulation. E-mails that attach signatures in PDF form or facsimiles of signatures shall constitute acceptable, binding signatures for purposes of this Stipulation.

28. Any notice pursuant to this Stipulation shall be in writing and shall, unless expressly provided otherwise herein, be delivered by hand, express courier, or e-mail transmission followed by postage-prepaid mail, and shall be addressed as follows:

TO THE UNITED STATES:

Jacob Bergman  
Assistant United States Attorney  
United States Attorney's Office  
Southern District of New York  
86 Chambers Street, Third Floor  
New York, New York 10007  
Email: jacob.bergman@usdoj.gov

TO DEFENDANTS:

Kenneth S. Kim  
Law Office of Kenneth S. Kim LLC  
2160 North Central Road, Suite 305  
Fort Lee, New Jersey 07024  
Email: kenseokim@gmail.com

TO RELATOR:

Michael D. Fitzgerald  
Law Office of Michael D. Fitzgerald  
800 Old Bridge Road  
Brielle, New Jersey 08730  
Email: Mdfitz@briellelaw.com

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

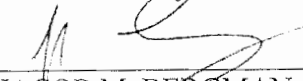
Agreed to by:

**THE UNITED STATES OF AMERICA**

Dated: New York, New York  
October 12, 2021

*Attorney for Plaintiff-Intervenor  
United States of America*

By:

  
\_\_\_\_\_  
JACOB M. BERGMAN  
Assistant United States Attorney  
86 Chambers Street, 3<sup>rd</sup> Floor  
New York, New York 10007  
Telephone No.: (212) 637-2776  
Email: jacob.bergman@usdoj.gov

DEFENDANTS

Dated: New York, New York  
September 22, 2021

*Defendant Hank Choi*

By:

  
HANK CHOI

New York, New York  
September 22, 2021

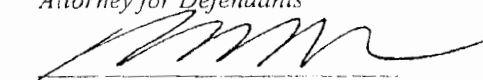
*Defendant Queen Apparel*

By:

  
HANK CHOI

*Attorney for Defendants*

By:

  
KENNETH S. KIM  
Law Office of Kenneth S. Kim LLC  
2160 North Central Road, Suite 305  
Fort Lee, New Jersey 07024  
Telephone No.: (201) 844-8866  
Email: kenseokim@gmail.com

RELATOR

Dated: New York, New York  
September , 2021

*October 7, 2021*

Relator  
By: *Michael Krigstein*  
MICHAEL KRIGSTEIN

Counsel for Relator  
By: *[Signature]*  
MICHAEL D. FITZGERALD  
Law Office of Michael D. Fitzgerald  
800 Old Bridge Road  
Brielle, New Jersey 08730  
Telephone No.: (732) 223-2200  
Email: Mdfitz@briellelaw.com

SO ORDERED:

*George B. Daniels*  
THE HONORABLE GEORGE B. DANIELS  
United States District Judge

Dated: **OCT 18 2021**