

①

USDC SDNY
DOCUMENT
ELECTRONICALLY FILED
DOC#

DATE FILED: 01/30/2013 ①

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

-----X
 UNITED STATES and STATE OF NEW YORK :
 ex rel. JANE DOE, :
 :
 Plaintiff, :
 :
 v. :
 :
 EDUCATION HOLDINGS 1, INC., f/k/a :
 THE PRINCETON REVIEW, INC., and :
 STEPHEN GREEN, :
 :
 Defendants. :
 -----X

09 Civ. 6876 (BSJ)

**STIPULATION AND ORDER OF
SETTLEMENT AND DISMISSAL**

-----X
 UNITED STATES OF AMERICA, :
 :
 Plaintiff, :
 :
 v. :
 :
 EDUCATION HOLDINGS 1, INC., f/k/a :
 THE PRINCETON REVIEW, INC., :
 ANA AZOCAR, ZORAYMA AZOCAR, and :
 ROBERT STEPHEN GREEN, :
 :
 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, Preet Bharara, United States Attorney for the Southern District of New York; defendant Robert Stephen Green ("Defendant" or "Green"), by his authorized representatives; and relator Dana Smith ("Relator"), by her authorized representatives (collectively, the "Parties");

WHEREAS, from August 2006 through October 2008 (the "Covered Period"), Green was a Director and then a Vice President of The Princeton Review, Inc. ("Princeton Review"),

which is currently doing business as Education Holdings 1, Inc., and worked in Princeton Review's New York City Supplemental Educational Services ("SES") division. During the Covered Period, Princeton Review's New York City SES division provided after-school tutoring to underprivileged students attending underperforming public schools in New York City. In exchange for providing these tutoring services, the New York City Department of Education paid Princeton Review a fixed amount of money per hour for each student that it tutored, using funds provided to New York State by the federal Government pursuant to the Elementary and Secondary Education Act of 1965, as amended by the No Child Left Behind Act of 2001, 20 U.S.C. § 6301, *et seq.*;

WHEREAS, on August 4, 2009, Relator filed a *qui tam* complaint (the "Relator's Complaint") against Green and Princeton Review pursuant to the *qui tam* provisions of the False Claims Act (the "FCA"), 31 U.S.C. §§ 3726, *et seq.*;

WHEREAS, on April 30, 2012, the Government intervened in this case and filed its Complaint-in-Intervention;

WHEREAS, contemporaneous with the filing of this Stipulation, the Government is filing an Amended Complaint-in-Intervention (the "Federal Complaint"), in which it is asserting claims against Green and others under the FCA. As to Green, the Federal Complaint alleges that he pressured his subordinates to increase daily attendance figures, and was on notice that they responded by falsifying daily student attendance records to make it appear that more students had attended Princeton Review's SES tutoring classes than had actually attended. The Federal Complaint further alleges that, due to Green's conduct, Princeton Review billed and obtained millions of dollars in federal funds for tutoring services that it never provided;

WHEREAS, the Parties have reached a mutually agreeable resolution addressing the claims asserted against Green in both the Federal Complaint and the Relator's Complaint;

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

TERMS AND CONDITIONS

1. The Parties consent to the Court's exercise of subject matter jurisdiction over this action and personal jurisdiction over each of them.

2. Green hereby admits, acknowledges, and accepts responsibility for the following conduct related to Princeton Review's SES program in New York City, all of which occurred during the Covered Period:

a. Princeton Review was required to record attendance at each of its SES tutoring classes on a daily basis, including having each student who attended sign a standard attendance sheet ("daily student attendance sheet"). To receive payment for its SES tutoring, Princeton Review was required to certify that its daily attendance records were accurate.

b. During the 2006/2007 academic year, Green was employed by Princeton Review as a Director. Thereafter, during the 2007/2008 academic year and a portion of the 2008/2009 academic year, Green was the Vice President in charge of Princeton Review's New York City SES program. As a Director, Green supervised a group of Site Managers, who, in turn, managed the day-to-day operations of Princeton Review's SES tutoring program at various New York City public schools. As Vice President, Green supervised all of the Directors, and had ultimate responsibility for the New York City SES program.

c. When Green was a Director, he gave the Site Managers he supervised a daily quota for student attendance (specifically, 70%-90% of total enrolled students), and pressured the Site Managers to meet the quota, including by threatening to fire them or lower their pay if they reported low attendance. Green also texted or called the Site Managers on a daily basis demanding that they continually report higher attendance, stating (in substance) such things as: "find 15 more students"; "get more students"; "make it happen, I don't want any excuses"; "this is non-negotiable"; and "this is not an option, you're going to get fired." In response, the Site Managers regularly falsified entries on the daily student attendance sheets to make it appear that many more students had attended Princeton Review's SES tutoring classes than had actually attended.

d. When Green was Vice President, he told the Directors to give the Site Managers they supervised a daily quota for student attendance (again, 70%-90% of total

enrolled students), and to pressure the Site Managers to meet the quota. Green threatened to fire the Directors or lower their pay if the Site Managers reported low attendance. In response, the Directors instructed and/or encouraged the Site Managers they supervised to falsify entries on the daily student attendance sheets.

e. Green received annual bonus payments from Princeton Review that were based, in part, on the reported attendance for the New York City SES program. For the 2006/2007 academic year and the 2007/2008 academic year, Green received bonuses of \$75,000 and \$38,029, respectively.

f. While Green was a Director and Vice President, he was repeatedly put on notice that Site Managers were in fact falsifying entries on the daily student attendance sheets. On several occasions, Green visited SES classes and saw that actual student attendance for the classes was lower than the reported attendance. On other occasions, Green instructed Site Managers to "find" more students minutes before the start of SES classes, and, after the classes, Green learned that the Site Managers' final reported attendance for the classes was substantially higher than it was minutes before the start of the classes. In addition, in March 2008, a Site Manager told Green that she had been falsifying entries on the daily student attendance sheets at the direction of her Director. Green thereafter terminated the Site Manager and took no action against the Director, with the result that the Director continued to instruct her Site Managers to falsify entries on the daily student attendance sheets.

g. As a result of Green's above-described conduct, Princeton Review billed and was paid millions of dollars in federal funds for thousands of hours of SES tutoring that Princeton Review never in fact provided.

3. Green shall execute a judgment in favor of the Government, and against him, in the amount of \$3.2 million and in the form attached hereto as Exhibit A (the "Judgment"). Entry and execution of this Judgment shall be stayed so long as Green fully complies with the terms of this Stipulation. Pursuant to this Stipulation, Green agrees to pay, and the Government agrees to accept, \$221,058 in full satisfaction of the aforementioned Judgment (the "Settlement Amount"). Green shall pay the \$221,058 to the Government in annual installments of \$11,052.90. The first annual payment for calendar year 2013 shall be paid within ninety (90) calendar days of the date this Stipulation is so ordered by the Court. All subsequent annual payments shall be paid on the first business day of each calendar year. Payments pursuant to this Paragraph shall be made at <http://www.pay.gov> to the U.S. Department of Justice account in accordance with instructions

provided by the Financial Litigation Unit of the United States Attorney's Office for the Southern District of New York.

4. Should Green comply fully with the payment schedule set forth in Paragraph 3 above, as well as the other terms of this Stipulation, the \$3.2 million Judgment will be deemed to be satisfied in full and, within thirty (30) calendar days of the date that Green makes the final payment under the payment schedule, the Government shall file with the clerk of the Court and deliver to Green a full satisfaction of Judgment. In the event that Green fully pays off the \$221,058 faster than as provided under the payment schedule set forth in Paragraph 3 above and fully complies with all other terms of this Stipulation, the \$3.2 million Judgment will be deemed to be satisfied in full and, within thirty (30) calendar days of the date that Green satisfies his final obligation under this Stipulation (including, but not limited to, his obligation under Paragraph 5 below not to participate in or submit charges with respect to any procurement or non-procurement transactions with the federal Government for a period of five (5) years), the Government shall file with the clerk of the Court and deliver to Green a full satisfaction of Judgment. Should Green fail to comply fully with the payment schedule set forth in Paragraph 3 above, or any other term of this Stipulation, Green shall be in default of this Stipulation, in which case the Government may take any of the actions described in Paragraph 10 below.

5. Green agrees not to participate in or submit charges with respect to any procurement or non-procurement transactions with the federal Government for a period of five (5) years.

6. Subject to Green's full compliance with the terms of this Stipulation, and any exceptions set forth in this Stipulation, the Government releases Green from any civil or administrative monetary claim that the Government has, or may have, for the conduct alleged in

the Federal Complaint or the Relator's Complaint under the FCA, 31 U.S.C. §§ 3729, *et seq.*, the Civil Monetary Penalties Law, 42 U.S.C. § 1320a-7a, the Program Fraud Civil Remedies Act, 31 U.S.C. §§ 3801, *et seq.*, and the common law theories of payment by mistake and unjust enrichment; provided, however, that nothing in this Stipulation shall be construed as a release of any claims that the Government has, or may have, against any other individual or entity in connection with the conduct alleged in the Federal Complaint or the Relator's Complaint.

7. Subject to Green's full compliance with the terms of this Stipulation, and any exceptions set forth in this Stipulation, Relator, for herself and for her heirs, successors, attorneys, agents, and assigns, releases Green: (a) from any claims Relator has asserted, or could have asserted, or may assert in the future for any acts or omissions that predated this Stipulation; and (b) from any claims that Relator has on behalf of the Government for the conduct alleged in the Relator's Complaint or the Federal Complaint under the FCA, 31 U.S.C. §§ 3729, *et seq.*; provided, however, that nothing in this Stipulation shall preclude Relator from seeking to recover her attorney's fees from Green, pursuant to 31 U.S.C. § 3730(d); and provided further that nothing in this Stipulation shall be construed as a release of any claims that Relator has, or may have, against any other individual or entity in connection with the conduct alleged in the Federal Complaint or the Relator's Complaint.

8. In consideration of Relator's execution of this Stipulation and Relator's releases as set forth in Paragraph 7 above, Green releases Relator, her heirs, attorneys, agents, successors, and assigns, from any and all claims for any action, event, or conduct that predates this Stipulation.

9. Notwithstanding the release given in Paragraphs 6 and 7 above, or any other term of this Stipulation, the following additional 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 Government (or its agencies) for any conduct other than that described in the Federal Complaint; and
- e. any liability based upon obligations created by this Stipulation.

10. Green shall be in default of this Stipulation if he fails to make any payment set forth in Paragraph 3 above by the due date stated therein, or fails to comply materially with any other term of this Stipulation ("Default"). The Government shall provide written notice to Green of any Default in the manner set forth in Paragraph 27 below. Green shall then have an opportunity to cure the Default within seven (7) calendar days from the date of delivery of the notice of Default. In the event that a Default is not fully cured within seven (7) calendar days of the delivery of the notice of Default ("Uncured Default"), the Judgment may be entered and the full \$3.2 million Judgment shall be immediately due and payable, and interest shall accrue at the rate of 9% per annum compounded annually on the remaining unpaid principal balance, beginning seven (7) calendar days after delivery of the notice of Default. In the event of an Uncured Default, Green agrees that the Government may take action to collect on the Judgment, and further, that the Government, at its option, may: (a) rescind this Stipulation and reinstate the Federal Complaint and the Relator's Complaint; (b) seek specific performance of this Stipulation

to cure any Default; (c) offset the amount due under this Stipulation or the Judgment from any amounts due and owing Green by any department, agency or agent of the United States at the time of Default; or (d) exercise any other rights granted by law, or under the terms of this Stipulation, or recognizable at common law or in equity. In the event that the United States opts to rescind this Stipulation pursuant to this Paragraph, Green 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 conduct alleged in the Federal Complaint or the Relator's Complaint, except to the extent such defenses were available on the Effective Date. Green shall not contest any offset imposed or any collection action undertaken by the Government pursuant to this Paragraph, either administratively or in any court. In addition, Green shall pay to the Government all reasonable costs of collection and enforcement under this Paragraph, including attorney's fees and expenses. In the event that the United States opts to seek specific performance of this Stipulation to cure any Default, interest shall accrue on any amount owing under this Stipulation at the rate of 9% per annum compounded annually, beginning seven (7) calendar days after delivery of the notice of Default.

11. Relator and her heirs, successors, attorneys, agents, and assigns shall not object to this Stipulation, and agree and confirm that this Stipulation is fair, adequate, and reasonable, pursuant to 31 U.S.C. § 3730(c)(2)(B). Subject to any claims that Relator may have for her share of the Settlement Amount, as set forth above in Paragraph 3, pursuant to the Stipulation and Order of Settlement and Release between Relator and the Government, Relator, for herself individually, and for her heirs, successors, attorneys, agents, and assigns, releases, waives, and forever discharges the United States, its officers, agents, and employees, from any claims arising from the filing of the Relator's Complaint and from any claims under 31 U.S.C. § 3730.

12. Green waives and shall not assert any defenses he may have to any criminal prosecution or administrative action relating to the conduct alleged in the Federal Complaint or the Relator's Complaint that may be based in whole or in part on a contention that, under the Double Jeopardy Clause of the Fifth Amendment of the Constitution, or under the Excessive Fines Clause of the Eighth Amendment of the Constitution, this Stipulation bars a remedy sought in such criminal prosecution or administrative action. Nothing in this Paragraph or any other provision of this Stipulation constitutes an agreement by the United States concerning the characterization of the Judgment or Settlement Amount for purposes of the Internal Revenue laws, Title 26 of the United States Code.

13. Green releases the Government, its agencies, employees, servants, and agents from any claims that Green has asserted, could have asserted, or may assert in the future against the Government, its agencies, employees, servants, or agents related to the conduct alleged in the Federal Complaint or the Relator's Complaint, as well as the Government's investigation and prosecution thereof.

14. 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.

15. Green represents and warrants that he has reviewed his financial situation, that he is currently solvent within the meaning of 11 U.S.C. §§ 547(b)(3) and 548(a)(1)(B)(ii)(I), and that he reasonably believes that he shall remain solvent following his compliance with his obligations under this Stipulation. 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 Green, 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 Green was or became indebted to on or after the date of this Stipulation, within the meaning of 11 U.S.C. § 548(a)(1).

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

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

b. If any of Green'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 this Stipulation and reinstate the Federal Complaint and the Relator's Complaint, and pursue any civil and/or administrative claim, action, or proceeding against Green that would otherwise be covered by the releases in Paragraphs 6 and 7 above. Green agrees that (i) any such

claim, action, or proceeding brought by the Government or Relator 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 clause of this Paragraph, and Green shall not argue or otherwise contend that the claim, action, or proceeding is subject to an automatic stay; (ii) Green 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 or Relator within 60 calendar days of written notification to Green that the Stipulation has been rescinded pursuant to this Paragraph, except to the extent such defenses were available on the Effective Date; and (iii) the Government has a valid claim against Green for the full Judgment amount, and the Government and Relator may pursue the claim in the case, action, or proceeding described in the first clause of this Paragraph, as well as in any other case, action, or proceeding.

c. Green acknowledges that his agreements in this Paragraph are provided in exchange for valuable consideration provided in this Stipulation.

17. If more than 90 days after the Effective Date of this Stipulation but before Green has fully satisfied his payment obligations pursuant to this Stipulation, Green commences, or a third party commences, any case, action, or other proceeding under any law relating to bankruptcy, insolvency, reorganization, or relief of debtors (a) seeking an order for relief of Green's debts, or seeking to adjudicate Green as bankrupt or insolvent; or (b) seeking appointment of a trustee, custodian, or other similar official for Green or for all or part of Green's assets, Green agrees as follows:

a. If any of Green'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 this Stipulation and reinstate the Federal Complaint and the Relator's Complaint, and pursue any civil and/or administrative claim, action, or proceeding against Green that would otherwise be covered by the releases in Paragraphs 6 and 7 above. Green agrees that (i) any such claim, action, or proceeding brought by the Government or Relator 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 clause of this Paragraph, and Green shall not argue or otherwise contend that the claim, action, or proceeding is subject to an automatic stay; (ii) Green 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 or Relator within 60 calendar days of written notification to Green that the Stipulation has been rescinded pursuant to this Paragraph, except to the extent such defenses were available on the Effective Date; and (iii) the Government has a valid claim against Green for the full Judgment amount, and the Government and Relator may pursue the claim in the case, action, or proceeding described in the first clause of this Paragraph, as well as in any other case, action, or proceeding.

b. Green acknowledges that his agreements in this Paragraph are provided in exchange for valuable consideration provided in this Stipulation.

18. Green 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 Green or her agents in connection with:

- (1) the matters covered by this Stipulation;
- (2) the United States' audit(s) and civil and/or criminal investigation(s) of the matters covered by this Stipulation;
- (3) Green's investigation, defense, and corrective actions undertaken in response to the United States' audit(s) and civil and/or criminal investigation(s) in connection with the matters covered by this Stipulation (including attorney's fees);
- (4) the negotiation and performance of this Stipulation; and
- (5) any payments Green makes to the United States pursuant to this Stipulation,

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

b. **Future Treatment of Unallowable Costs:** Unallowable Costs will be separately determined and accounted for by Green, and Green 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, Green shall identify and repay by adjustment to future claims for payment or otherwise any Unallowable Costs included in payments previously sought by Green or any of her agents from the United States. The United States, including the Department of Justice and/or the affected agencies, reserves

its right to audit, examine, or re-examine Green's books and records and to disagree with any calculations submitted by Green regarding any Unallowable Costs included in payments previously sought by Green, or the effect of any such Unallowable Costs on the amount of such payments.

19. In connection with the negotiation of this Stipulation, Green represents that: (i) he has, in good faith, provided to the Government, in connection with the Government's assessment of his ability to pay a monetary settlement, information concerning his current financial condition (collectively, the "Financial Information"); and (ii) the Settlement Amount described in Paragraph 3 above represents the maximum of Green's ability to pay a monetary settlement to the Government. The Government has relied on the foregoing representations in entering into this Stipulation, and, at its option, may rescind this Stipulation and reinstate the Federal Complaint and the Relator's Complaint if any of the foregoing representations are false or misleading.

20. Except as set forth in Paragraph 7 above (which preserves Relator's ability to seek attorney's fees), each Party shall bear its own legal and other costs incurred in connection with this matter.

21. Any failure by the Government to insist upon the 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 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 in any subsequent dispute.

23. Subject to the exceptions set forth in this Stipulation, and in consideration of the obligations of Green as set forth in this Stipulation, and conditioned upon Green's full compliance with the terms of this Stipulation, the Government shall dismiss with prejudice the claims against Green (and only Green) in the Federal Complaint and, subject to Relator's right to seek to recover attorney's fees from Green pursuant to 31 U.S.C. § 3730(d), Relator shall dismiss with prejudice the claims against Green (and only Green) in the Relator's Complaint; provided, however, that nothing in this Stipulation shall require the Government to dismiss the claims it has asserted against any other individual or entity in the Federal Complaint, or Relator to dismiss the claims she has asserted against any other individual or entity in the Relator's Complaint; and provided further that nothing in this Stipulation shall preclude the Government from further amending the Federal Complaint to assert claims against any additional individuals; and provided further that the Court shall retain jurisdiction over this Stipulation and each Party to enforce the obligations of each Party under this Stipulation.

24. 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.

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

26. This Stipulation may be executed in counterparts, each of which constitutes an original and all of which constitute one and the same Stipulation. Facsimiles of signatures shall constitute acceptable, binding signatures for purposes of this Stipulation.

27. Any notices pursuant to this Stipulation shall be in writing and shall be delivered by hand, express courier, or facsimile transmission followed by postage-prepaid mail, and shall be addressed as follows:

IF TO THE UNITED STATES:

Christopher B. Harwood
Assistant United States Attorney
United States Attorney's Office
Southern District of New York
86 Chambers Street, Third Floor
New York, New York 10007
Facsimile: (212) 637-2786

IF TO GREEN:

Eric L. Lewis, Esq.
Lewis Baach PLLC
445 Park Avenue, 9th Floor
New York, New York 10022
Facsimile: (202) 466-5738

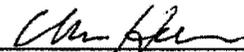
28. The Effective Date of this Stipulation is the date upon which this Stipulation is entered by the Court.

Agreed to by:

THE UNITED STATES OF AMERICA

Dated: New York, New York
January 29, 2013

PREET BHARARA
United States Attorney for the
Southern District of New York

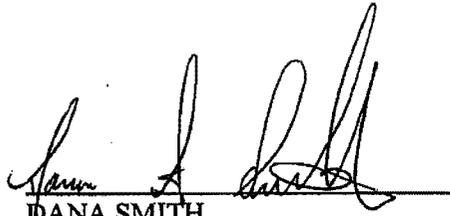
By: 
CHRISTOPHER B. HARWOOD
Assistant United States Attorney
86 Chambers Street, Third Floor
New York, New York 10007
Telephone: (212) 637-2728
Facsimile: (212) 637-2786

Attorney for the United States of America

RELATOR

Dated: New York, New York
January 28 2013

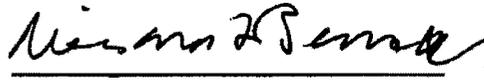
By:


DANA SMITH

Relator

Dated: New York, New York
January 28 2013

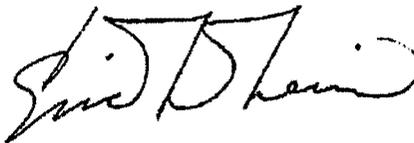
By:


TIMOTHY J. MCINNIS
RICHARD F. BERNSTEIN
The Law Office of Timothy J. McInnis
521 Fifth Avenue, Suite 1700
New York, New York 10175
Telephone: (212) 292-4573
Facsimile: INSERT

Attorneys for Relator

GREEN

Dated: New York, New York
January 29, 2013



By:

ERIC L. LEWIS
Lewis Baach PLLC
445 Park Avenue, 9th Floor
New York, New York 10022
Telephone: (202) 659-7203
Facsimile: (202) 466-5738

Attorneys for Green

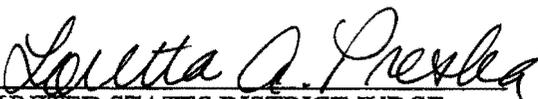
Dated: New York, New York
January 29, 2013



By:

ROBERT STEPHEN GREEN
Defendant

SO ORDERED:


UNITED STATES DISTRICT JUDGE

Dated: January 29, 2013