

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

UNITED STATES OF AMERICA ex rel. DEVIN  
ENGLISH,

Plaintiff,

19 Civ. 7705 (RA)

-against-

JEFFREY T. PARSONS-HIETIKKO; CHRIS  
HIETIKKO-PARSONS; MINDFUL DESIGNS;  
RESEARCH FOUNDATION OF THE CITY  
UNIVERSITY OF NEW YORK; BRIAN MUSTANKSI;  
JARRET THOMPSON; JARRET THOMPSON  
CONSULTING; SYLVIE NAAR,

Defendants.

UNITED STATES OF AMERICA,

Plaintiff-Intervenor,

19 Civ. 7705 (RA)

-against-

JEFFREY T. PARSONS-HIETIKKO; and HUNTER  
COLLEGE,

Defendants.

**STIPULATION AND ORDER OF SETTLEMENT**

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, Damian Williams, United States Attorney for the Southern District of New York; the relator Devin English (“Relator”), by his authorized representatives; and defendant Jeffrey T. Parsons-Hietikko (“Parsons”), (together with the Government and Relator, the “Parties”), by his authorized representative;

WHEREAS, on or about August 16, 2019, Relator filed a complaint under the *qui tam* provisions of the False Claims Act (“FCA”), 31 U.S.C. § 3729 *et seq.*, against Parsons alleging, *inter alia*, that Parsons violated the FCA when, in contradiction of certifications Parsons made in order to receive grant funding from the National Institutes of Health (“NIH”), he: (1) failed to disclose his ownership of Mindful Designs, a company subcontracted to perform services paid for with NIH funds; (2) submitted duplicative and inflated invoices for services performed on NIH grants; (3) submitted false timekeeping records that misrepresented the time and effort that grant-funded staff spent working on NIH grants; and (4) improperly invoiced personal expenses to NIH grants (the “Relator Complaint”);

WHEREAS, the Government alleges that from January 1, 2010, through May 17, 2018, (the “Covered Period”), Parsons violated the FCA by, contrary to his certifications to NIH, knowingly: (1) submitting duplicative invoices for services performed on NIH grants; (2) submitting false timekeeping records that misrepresented the time and effort that grant-funded staff spent working on NIH grants; and (3) improperly invoicing personal expenses to NIH grants. The conduct described in this Paragraph is 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 a Complaint-In-Intervention in the above-referenced *qui tam* action (“Government Complaint”), in which it is asserting claims against Parsons under the FCA and common law for the Covered Conduct;

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

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

### TERMS AND CONDITIONS

1. The Parties 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. Collectively, Parsons admits, acknowledges, and accepts responsibility for the following conduct (the "Admitted Conduct"):

- a. Throughout the Covered Period, Parsons was employed by Hunter College ("Hunter") as a professor and the Director of Hunter's Center for HIV Educational Studies ("CHEST").
- b. Throughout the Covered Period, Parsons caused Hunter to apply to NIH for federal grant funding to support academic research conducted by CHEST (the "Grant Applications").
- c. Hunter officials certified in the Grant Applications that the statements contained therein were "true, complete and accurate to the best of my knowledge," and that Hunter would comply with the federal rules, regulations, and statutes that govern NIH grants.
- d. The federal rules, regulations, and statutes that govern NIH grants prohibit the use of NIH funds to reimburse personal travel.

#### Travel Expenses

- e. Throughout the Covered Period, in conjunction with the funds it received for NIH grants, Hunter also received supplemental payments from the U.S. Department of Health and Human Services to reimburse Hunter for the facilities and administrative costs associated with these NIH grants (the "Indirect Cost Funds").

- f. From 2013 through 2017, Parsons requested reimbursement from Indirect Cost Funds for scuba diving trips to the Cayman Islands, Bonaire, Cuba, Costa Rica, Fiji, Cozumel, and Belize (the "Scuba Trips").
- g. As part of his request for reimbursement from Indirect Cost Funds, Parsons represented that the Scuba Trips had a research purpose.
- h. However, Parsons did not create any documents, data, or records reflecting research he conducted while he was on the Scuba Trips.
- i. In addition to the Scuba Trips, from 2016 through 2017, Parsons also requested reimbursement from Indirect Cost Funds for travel to Cape Town (the "Cape Town Trip") and Puerto Rico (the "Puerto Rico Trip," and together with the Cape Town Trip, the "Personal Trips").
- j. As part of his request for reimbursement from Indirect Cost Funds for the Personal Trips, Parsons represented that the Personal Trips had an academic purpose.
- k. For the Cape Town Trip, Parsons requested reimbursement from Indirect Cost Funds for an \$11,928.46 business class ticket to fly to Cape Town. However, Parsons later found a less expensive flight. Notwithstanding that he had already received reimbursement for the \$11,928.46 flight, Parsons returned his original ticket and received a full refund from the airline. Parsons then ultimately flew to Cape Town on the less expensive flight, joined by two family members.

- l. Parsons did not reimburse Hunter or NIH for the difference in cost between his original \$11,928.46 flight and the less expensive flight that he ultimately took with his family.
- m. Parsons requested reimbursement from NIH grant funds for the cost of his accommodations at a resort ("Resort A") during the Puerto Rico Trip. While at Resort A for the Puerto Rico Trip, Parsons celebrated his 50<sup>th</sup> Birthday with his husband and a group of friends.
- n. The week before the "Puerto Rico Trip" Parsons sent an e-mail to CHEST staff stating, "And as a reminder, I'm out all of next week to celebrate turning 50."
- o. Parsons did not reimburse Hunter or NIH for the time he spent at Resort A.
- p. From 2016 through 2018, Parsons sought and received reimbursement from Indirect Cost Funds to reimburse himself for travel to Denver, Chicago, and Los Angeles. However, during these trips, Parsons was not working on projects relating to CHEST's NIH grants and, instead, was working as a consultant for other institutions. Parsons also received payment for travel expenses from the other institutions that hired him as a consultant.
- q. Parsons did not reimburse Hunter or NIH for any of the Indirect Cost Funds he received relating to his travel to Denver, Chicago, and Los Angeles as a consultant for other academic institutions.

*Use of NIH-Funded Staff*

- r. Throughout the Covered Period, Parsons caused Hunter to request NIH grant funds to pay the salaries of CHEST staff ostensibly working on CHEST's NIH-funded research.
- s. In order to request NIH grant funds to pay the salaries of CHEST staff, Hunter relied on a spreadsheet that Parsons approved that purported to reflect the percentage of time and effort that CHEST staff spent working on CHEST's NIH-funded research (the "Staff Allocation Spreadsheet").
- t. During the Covered Period, CHEST staff not only worked on projects connected to Hunter's own NIH-funded research, but also on unrelated projects commissioned by third-parties ("Outside Projects").
- u. During the Covered Period, the Staff Allocation Spreadsheet failed to accurately reflect the time and effort CHEST staff spent working on the Outside Projects.
- v. Instead, during the Covered Period, the Staff Allocation Spreadsheet reflected CHEST staff as working entirely on CHEST's NIH-funded research.
- w. The third-parties who commissioned the Outside Projects also paid for the services performed by CHEST staff.

3. Parsons shall pay to the Government within fourteen (14) business days of the Effective Date (defined below in Paragraph 28) the sum of \$375,000 plus interest which shall be compounded annually at a rate of 2.8% accruing from December 5, 2022, to the date of the payment (the "Settlement Amount") in accordance with instructions to be provided by the

Financial Litigation Unit of the United States Attorney's Office for the Southern District of New York. Of the Settlement Amount, \$187,500 plus applicable interest constitutes restitution to the United States.

4. Parsons agrees that he shall not seek indemnification from any source with respect to any portion of the Settlement Amount.

5. Parsons agrees to cooperate fully and truthfully with the United States' investigation of individuals and entities not released in this Stipulation. Parsons further agrees to furnish 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 Paragraph 10 (concerning reserved claims) below and subject to Paragraph 11 (concerning default) and Paragraph 15 (concerning bankruptcy proceedings) below, and conditioned on Parsons' 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 Parsons, 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. Parsons 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 Parsons 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 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 conditioned on Parsons' full compliance with the terms of this Stipulation, including 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 Parsons, including his heirs, successors, attorneys, agents, and assigns, as well as all of his current and former employees, attorneys, and other agents, from any and all manner of claims, proceedings, liens, and causes of action of any kind or description that Relator has against Parsons related to or arising from the Relator Complaint; provided, however, that nothing in this Stipulation shall preclude Relator from initiating causes of action of any kind against the non-settling Defendants named in Relator's Complaint or 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, Parsons, for himself and his heirs, successors, attorneys, agents, and assigns, as well as all of his employees, attorneys, and other agents, 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 Parsons 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 or enforcement right, including but not limited to the suspension or 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.

11. Parsons shall be in default of this Stipulation if Parsons fails to make the required payment set forth in Paragraph 3 above on or before the due date for such payment, or if he fails to comply materially with any other term of this Stipulation that applies to him ("Default"). The Government will provide a written Notice of Default to Parsons of any Default in the manner set forth in Paragraph 27 below. Parsons 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 Parsons fails 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, Parsons shall agree to the entry of a consent judgment in favor of the United States against Parsons in the amount of the Settlement Amount as attached hereto as Exhibit A. Parsons also agrees that the United States, at

its sole discretion, may (i) retain any payments previously made, rescind this Stipulation, and reinstate the claims asserted against Parsons in the Government Complaint, or bring any civil and/or administrative claim, action, or proceeding against Parsons 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 Parsons 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 Parsons and/or any 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, Parsons agrees 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, Parsons waives and agrees 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 Parsons 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 August 16, 2019. Parsons agrees 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. Parsons, having truthfully admitted to the Admitted Conduct set forth in Paragraph 2 hereof, agrees 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 Parsons, his 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 Parsons that it has determined that Parsons has made a Contradictory Statement. Upon receiving notice from the Government, Parsons may cure the violation by repudiating the Contradictory Statement in a press release or other public statement within four business days. If Parsons learns of a potential Contradictory Statement by his attorneys, agents, officers, or employees, Parsons 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 Parsons for the purpose of this Stipulation, or whether Parsons 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, Parsons 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. Parsons waives and shall not assert any defenses Parsons 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, Parsons acknowledges the following:

- a. Parsons 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 Parsons, 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 Parsons 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 Parsons' 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, Parsons 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 Parsons' debts, or to adjudicate Parsons as bankrupt or insolvent, or seeking appointment of a receiver, trustee, custodian, or other similar official for Parsons or for all or any substantial part of Parsons' assets:

- (1) the United States may rescind the releases in this Stipulation and bring any civil and/or administrative claim, action, or proceeding against Parsons for the claims that would otherwise be covered by the releases provided in Paragraph 6 above;
- (2) the United States has an undisputed, noncontingent, and liquidated allowed claim against Parsons in the amount of \$375,000, less any payments received pursuant to the Stipulation, provided, however, that such payments are not otherwise avoided and recovered from the United States by Parsons, a receiver, trustee, custodian, or other similar official for Parsons; and
- (3) if any payments are avoided and recovered by Parsons, a receiver, trustee, custodian, or similar official for Parsons, Relator shall, within thirty days of written notice from the United States to the undersigned Relator's counsel, return any portions of such payments already paid by the United States to Relator.

f. Parsons agrees that any civil and/or administrative claim, action, or proceeding brought by the United States under Paragraph 14(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. Parsons 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). Parsons waives 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 Parsons that the releases have been rescinded pursuant to this paragraph, except to the extent such defenses were available on August 16, 2019.

16. Parsons 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 Parsons, including his present or former officers, directors, employees, shareholders, and agents in connection with:

- (1) the matters covered by this Stipulation;
- (2) the United States’ audit(s) and civil and any criminal investigation(s) of the matters covered by this Stipulation;
- (3) Parsons’ investigation, defense, and corrective actions undertaken in response to the United States’ audit(s) and civil and any criminal

investigation(s) in connection with the matters covered by this Stipulation (including attorney's fees);

- (4) the negotiation and performance of this Stipulation;
- (5) the payment Parsons makes to the United States pursuant to this Agreement and any payments that Parsons may make to Relator, including 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 will be separately determined and accounted for by Parsons, and Parsons 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, Parsons shall identify and repay by adjustment to future claims for payment or otherwise any Unallowable Costs included in payments previously sought by Parsons or any of its subsidiaries or affiliates from the United States. Parsons agrees that the United States, at a minimum, shall be entitled to recoup from Parsons 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 rights to audit, examine, or re-examine Parsons' books and records and to disagree with any calculations submitted by Parsons or any of his subsidiaries or affiliates regarding any Unallowable Costs included in payments previously

sought by Parsons, or the effect of any such Unallowable Costs on the amount of such payments.

17. 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.

18. 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 Relator from seeking to recover his expenses or attorneys' fees and costs from Parsons, pursuant to 31 U.S.C. § 3730(d).

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

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

21. 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.

22. 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.



23. 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.

24. This Stipulation is binding on Parsons' successors, transferees, heirs, and assigns.

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

26. 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.

27. 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:

AUSA Jessica Jean Hu  
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: jessica.hu@usdoj.gov

TO DEFENDANT:

Jeffrey Lichtman, Esq.  
Law Offices of Jeffrey Lichtman  
11 East 44<sup>th</sup> Street  
Suite 501  
New York, New York 10017  
jhl@jeffreylightman.com

TO RELATOR:

**Jenna Dabbs, Esq.**  
**Kaplan Hecker & Fink LLP**  
**350 Fifth Avenue, 63<sup>rd</sup> Floor**  
**New York, NY 10118**  
**jdabbs@kaplanhecker.com**

28. 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  
January 3, 2023

DAMIAN WILLIAMS  
United States Attorney for the  
Southern District of New York

By:

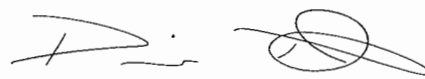


JESSICA JEAN HU  
Assistant United States Attorney  
86 Chambers Street, Third Floor  
New York, New York 10007  
Tel.: (212) 637- 2726  
Fax: (212) 637-2717

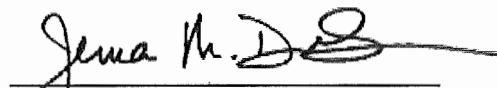
*Attorney for the United States of America*

**RELATOR**

Dated: New York, NY  
January 2, 2023

By:   
\_\_\_\_\_  
DEVIN ENGLISH  
*Relator*

Dated: New York, New York  
January 2, 2023

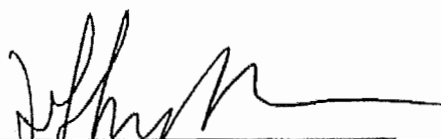
By:   
\_\_\_\_\_  
JENNA DABBS, Esq.  
Kaplan Hecker & Fink LLP  
350 Fifth Avenue, 63<sup>rd</sup> Floor  
New York, NY 10118  
Tel.: (929) 294-2540  
jdabbs@kaplanhecker.com

*Attorney for Relator*

**DEFENDANT**

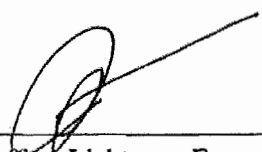
Dated: New York, NY  
December 7, 2022

By:

  
\_\_\_\_\_  
JEFFREY T. PARSONS-HIETIKKO  
*Defendant*

Dated: New York, New York  
December \_\_, 2022

By:

  
\_\_\_\_\_  
Jeffrey Lichtman, Esq.  
Law Offices of Jeffrey Lichtman  
11 East 44<sup>th</sup> Street  
Suite 501  
New York, NY 10017  
Tel.: (212) 581-1001  
jhl@jeffreylightman.com

*Attorney for Defendant*

SO ORDERED:



---

HON. RONNIE ABRAMS  
UNITED STATES DISTRICT JUDGE

January 27, 2023

~~Dated: December \_\_\_\_\_, 2022~~

# Exhibit A

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

UNITED STATES OF AMERICA ex rel. DEVIN  
ENGLISH

Plaintiff,

19 Civ. 7705 (RA)

-against-

JEFFREY T. PARSONS-HIETIKKO; CHRIS  
HIETIKKO-PARSONS; MINDFUL DESIGNS;  
RESEARCH FOUNDATION OF THE CITY  
UNIVERSITY OF NEW YORK; BRIAN MUSTANKSI;  
JARRET THOMPSON; JARRET THOMPSON  
CONSULTING; SYLVIE NAAR,

Defendants.

UNITED STATES OF AMERICA,

Plaintiff-Intervenor,

19 Civ. 7705 (RA)

-against-

JEFFREY T. PARSONS-HIETIKKO; and HUNTER  
COLLEGE,

Defendants.

**CONSENT JUDGMENT**

Upon the consent of Plaintiff the United States of America and defendant Jeffrey T. Parsons-Hietikko, it is hereby

ORDERED, ADJUDGED and DECREED: that plaintiff the United States of America is awarded judgment in the amount of \$375,000 against Jeffrey T. Parsons-Hietikko.



Agreed to by:

**THE UNITED STATES OF AMERICA**

Dated: December \_\_\_\_, 2022

DAMIAN WILLIAMS  
United States Attorney for the  
Southern District of New York

By: \_\_\_\_\_

JESSICA JEAN HU  
Assistant United States Attorneys  
86 Chambers Street, Third Floor  
New York, New York 10007  
Telephone: (212) 637-2726  
Email: [jessica.hu@usdoj.gov](mailto:jessica.hu@usdoj.gov)

**DEFENDANT JEFFREY T. PARSONS-HIETIKKO**

Dated: December \_\_\_\_\_, 2022

LAW OFFICES OF JEFFREY LICHTMAN

By: \_\_\_\_\_

JEFFREY LICHTMAN  
11 East 44<sup>th</sup> Street  
Suite 501  
New York, NY 10017  
Phone: 212-581-1001  
Email: [jhl@jeffreylightman.com](mailto:jhl@jeffreylightman.com)

*Attorney for Defendant*

Dated: December \_\_\_\_\_, 2022

By: \_\_\_\_\_  
JEFFREY T. PARSONS-HIETIKKO

SO ORDERED:

\_\_\_\_\_  
HON. RONNIE ABRAMS  
UNITED STATES DISTRICT JUDGE

Dated: December \_\_\_\_\_, 2022  
New York, New York