

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 Hunter College, a constituent college of The City University of New York, a public

agency (“Hunter,” and together with the Government and Relator, the “Parties”), by its authorized representatives;

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 Defendant Jeffrey T. Parsons-Hietikko (“Parsons”), a former professor at Hunter, 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 projects funded by NIH grants; (3) submitted false timekeeping records that misrepresented the time and effort that grant-funded staff spent working on projects funded by 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”), Hunter violated the FCA by, contrary to its certifications to NIH, knowingly: (1) submitting false timekeeping records that overstated the work performed on projects funded by NIH grants; and (2) paying Parsons a retention bonus with NIH grant funds that were instead intended to reimburse Hunter for the facilities and administrative costs associated with 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 Hunter 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 Hunter in the Government Complaint and 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. Hunter admits, acknowledges, and accepts responsibility for the following conduct (the "Admitted Conduct"):

Use of NIH-Funded Staff

- 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, Hunter applied to NIH for federal grant funding to support academic research conducted under the auspices of 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. Throughout the Covered Period, Hunter requested and received NIH grant funds to pay the salaries of CHEST staff working on CHEST's NIH-funded research.

- e. Each time Hunter requested NIH grant funds to pay the salaries of CHEST staff, Hunter reaffirmed the certifications it made in its Grant Applications, including that the representations to support the request were “true, complete and accurate to the best of my knowledge.”
- f. When requesting NIH grant funds to pay the salaries of CHEST staff, Hunter relied on a spreadsheet that purported to reflect the percentage of time and effort that CHEST staff spent working on various grant-funded projects (the “Staff Allocation Spreadsheet”).
- g. During the Covered Period, CHEST staff worked on projects that NIH funded directly through NIH grants (“NIH Grant Projects”) and other projects for third-parties who paid CHEST directly (the “Outside Projects”).
- h. During the Covered Period, Hunter was aware that CHEST staff worked on Outside Projects and received payments from third-parties for that work.
- i. However, the staff’s work on many of the Outside Projects was not reflected on the Staff Allocation Spreadsheet at all, and when it was, the Staff Allocation Spreadsheet understated the time that CHEST staff spent working on those Outside Projects.
- j. Instead, the time and effort of CHEST’s staff on the Outside Projects was incorrectly allocated on the Staff Allocation Spreadsheet to the NIH Grant Projects.
- k. Hunter, in reliance on these incorrect Staff Allocation Spreadsheets, sought and received reimbursement from the NIH for staff time and effort expended on the Outside Projects.

- l. Even though Hunter knew that CHEST Staff performed work on the Outside Projects, Hunter did not inquire why this work was not properly reflected on the Staff Allocation Spreadsheet.
- m. Further, despite the fact that Hunter received payments from third-parties for the work of CHEST's staff on the Outside Projects, Hunter never inquired how CHEST paid staff for their work on the Outside Projects.
- n. Instead, Hunter deposited the funds it received as payment for CHEST's staff work on the Outside Projects into accounts to benefit CHEST and Parsons; and one of these accounts was used to reimburse Parsons for expenses for alcohol at CHEST-related events.
- o. Hunter never sought reimbursement from Parsons or CHEST for any of the work CHEST's staff performed on the Outside Projects that were improperly allocated to projects directly funded through NIH grants.

Use of Indirect Cost Funds

- p. Throughout the Covered Period, Hunter also received supplemental payments ("Indirect Cost Funds") from the U.S. Department of Health and Human Services ("HHS") to reimburse Hunter for the facilities and administrative costs associated with Hunter's NIH grants.
- q. The amount of the Indirect Cost Funds Hunter received was governed by an agreement between Hunter and HHS (the "Indirect Cost Agreements").
- r. As part of the Indirect Cost Agreements, Hunter certified that the Indirect Cost Funds would be used "on grants, contracts and other agreements with

the Federal Government,” and that the Indirect Cost Funds were “subject to any statutory or administrative limitations.”

- s. Throughout the Covered Period, NIH rules and regulations prohibited the use of Indirect Cost Funds to pay faculty retention bonuses not previously disclosed to NIH.
- t. From December 2010 through December 2013, Hunter used Indirect Cost Funds to pay Parsons over \$90,000 of retention bonuses, which were never disclosed to NIH.
- u. When requesting disbursements of these Indirect Cost Funds, Hunter represented that they would be used for “Organized Research.” Hunter knew, however, that these Indirect Cost Funds would instead be paid directly to Parsons as a retention bonus that would not be disclosed to NIH.

3. Hunter shall pay to the Government within twenty (20) business days of the Effective Date (defined below in Paragraph 28) the sum of \$200,000 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.

4. Hunter agrees to cooperate fully and truthfully with the United States’ investigation of individuals and entities not released in this Stipulation. Upon reasonable notice, Hunter shall encourage, and agrees not to impair, the cooperation of its officers, and employees, and shall use its best efforts to make available, and encourage, the cooperation of former officers, and employees, for interviews and testimony, consistent with the rights and privileges of such

individuals. Hunter further agrees to furnish to the United States, upon request, complete and unredacted copies of all non-privileged documents, reports, memoranda of interviews, and records in its possession, custody, or control concerning any investigation of the Covered Conduct that it has undertaken, or that has been performed by another on its behalf.

5. Subject to the exceptions in Paragraph 9 (concerning reserved claims) below and subject to Paragraph 10 (concerning default) and Paragraph 14 (concerning bankruptcy proceedings) below, and conditioned on Hunter's full compliance with the terms of this Stipulation, including full payment of the Settlement Amount to the United States pursuant to Paragraph 3 above, the United States releases Hunter and The City University of New York, 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 current or former officer, director, employee, or agent of Hunter from liability of any kind.

6. Hunter fully and finally releases the United States, its agencies, officers, employees, servants, and agents from any claims (including attorneys' fees, costs, and expenses of every kind and however denominated) that Hunter 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.

7. Subject to the exceptions in Paragraph 9 (concerning reserved claims) below and subject to Paragraph 10 (concerning default) and Paragraph 14 (concerning bankruptcy proceedings) below, and conditioned on Hunter's full compliance with the terms of this

Stipulation, including full payment of the Settlement Amount to the United States pursuant to Paragraph 3 above, Relator, for himself and his heirs, successors, attorneys, agents, and assigns, releases Hunter and The City University of New York, 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 Relator has against Hunter or The City University of New York 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).

8. In consideration of the execution of this Stipulation by Relator and the Relator's release as set forth in Paragraph 7 above, Hunter and The City University of New York, 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 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 Hunter has against Relator related to or arising from the Relator Complaint.

9. Notwithstanding the releases given in Paragraph 5 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.

10. Hunter shall be in default of this Stipulation if Hunter fails to make the required payment set forth in Paragraph 3 above on or before the due date for such payment, or if it fails to comply materially with any other term of this Stipulation that applies to it ("Default"). The Government will provide a written Notice of Default to Hunter of any Default in the manner set forth in Paragraph 27 below. Hunter 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 Hunter 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, Hunter shall agree to the entry of a consent judgment in favor of the United States against Hunter in the amount of the Settlement Amount as attached hereto as Exhibit A. Hunter 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 Hunter in the Government Complaint, or bring any civil and/or administrative claim, action, or proceeding against Hunter for the claims that would otherwise be

covered by the releases provided in Paragraph 5 above, with any recovery reduced by the amount of any payments previously made by Hunter 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 Defendant and/or affiliated entities 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, Hunter 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, Hunter 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 Hunter 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. Hunter 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.

11. Hunter, having truthfully admitted to the Admitted Conduct set forth in Paragraph 2 hereof, agrees it shall not, through its 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 Hunter, its 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 10 hereof, or seek other appropriate relief from the Court. Before pursuing any remedy, the Government shall notify Hunter that it has determined that Hunter has made a Contradictory Statement. Upon receiving notice from the Government, Hunter may cure the violation by repudiating the Contradictory Statement in a press release or other public statement within four business days. If Hunter learns of a potential Contradictory Statement by its attorneys, agents, officers, or employees, Hunter 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 Hunter for the purpose of this Stipulation, or whether Hunter 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, Hunter 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.

12. 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).

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

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

14. In exchange for valuable consideration provided in this Stipulation, Hunter acknowledges the following:

- a. Hunter has reviewed its financial situation and warrants that it 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 Hunter, 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 Hunter 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 Hunter'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, Hunter 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 Hunter's debts, or to adjudicate Hunter as bankrupt or insolvent, or seeking appointment of a receiver, trustee, custodian, or other similar official for Hunter or for all or any substantial part of Hunter's assets:

- (1) the United States may rescind the releases in this Stipulation and bring any civil and/or administrative claim, action, or proceeding against Hunter for the claims that would otherwise be covered by the releases provided in Paragraph 5 above;
- (2) the United States has an undisputed, noncontingent, and liquidated allowed claim against Defendant in the amount of \$200,000, less any payments received pursuant to the Stipulation, provided, however, that such payments are not otherwise avoided and recovered from the United States by Hunter, a receiver, trustee, custodian, or other similar official for Hunter; and
- (3) if any payments are avoided and recovered by Hunter, a receiver, trustee, custodian, or similar official for Hunter, 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.

15. Hunter 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. Hunter 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). Hunter 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 Hunter that the releases have been rescinded pursuant to this paragraph, except to the extent such defenses were available on August 16, 2019.

16. Hunter 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 Hunter and its present or former officers, employees, and agents in connection with:
 - (1) the matters covered by this Stipulation;
 - (2) the United States' audit(s) and civil and criminal investigation(s) of the matters covered by this Stipulation;
 - (3) Hunter's investigation, defense, and corrective actions undertaken in response to the United States' audit(s) and civil and 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 Hunter makes to the United States pursuant to this Agreement and any payments that Hunter 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 Hunter, and Hunter 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, Hunter shall identify and repay by adjustment to future claims for payment or otherwise any Unallowable Costs included in payments previously sought by Hunter or any of its subsidiaries or affiliates from the United States. Hunter agrees that the United States, at a minimum, shall be entitled to recoup from Hunter 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 Hunter's books and records and to disagree with any calculations submitted by Hunter or any of its subsidiaries or affiliates regarding any Unallowable Costs included in payments previously sought by Hunter, 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 Hunter, 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 Hunter's 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:

Paul J. Fishman, Esq.
Sara L. Shudofsky, Esq.
ARNOLD & PORTER
One Gateway Center
Newark, NJ 07102
Email: Paul.Fishman@arnoldporter.com
Sara.Shudofsky@arnoldporter.com

TO RELATOR:

Jenna Dabbs, Esq.
Kaplan Hecker & Fink LLP
350 Fifth Avenue, 63rd 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
December 15, 2022

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
December 13, 2022

By: 

DEVIN ENGLISH
Relator

Dated: New York, New York
January 2, 2023

By: 

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

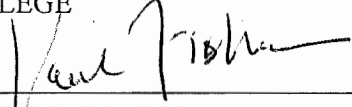
Attorney for Relator

DEFENDANT

Dated: Newark, New Jersey
December 6, 2022

THE CITY UNIVERSITY OF NEW YORK
FOR AND ON BEHALF OF HUNTER
COLLEGE

By:



PAUL J. FISHMAN
SARA L. SHUDOFSKY
Arnold & Porter
One Gateway Center
Newark, New Jersey 07102
Tel.: (973) 776- 1901/(212) 836 7922
Email: Paul.Fishman@arnoldporter.com
Sara.Shudofsky@arnoldporter.com

Attorneys 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 Hunter College,
it is hereby

ORDERED, ADJUDGED and DECREED: that plaintiff the United States of America is
awarded judgment in the amount of \$200,000 against Hunter College.

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

DEFENDANT HUNTER COLLEGE

Dated: December _____, 2022

ARNOLD & PORTER

By: _____

PAUL J. FISHMAN
SARA L. SHUDOFISKY
One Gateway Center
Newark, NJ 07102
New York, NY 10178
Phone: 212-808-7695
Email: Paul.Fishman@arnoldporter.com
Sara.Shudofsky@arnoldporter.com
Attorneys for Hunter College

Dated: December _____, 2022

By: _____
DEREK DAVIS
General Counsel and
Senior Vice Chancellor for Legal Affairs
The City University of New York
*For and on behalf of Defendant Hunter
College*

SO ORDERED:

HON. RONNIE ABRAMS
UNITED STATES DISTRICT JUDGE

Dated: December _____, 2022
New York, New York