

UNITED STATES DISTRICT COURT
DISTRICT OF MAINE

U.S. DISTRICT COURT
DISTRICT OF MAINE
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UNITED STATES OF AMERICA, *ex rel.*)
KRISTIN S. VALE and STEPHEN E. VALE,))
)
Plaintiffs,)
)
v.)
)
SELECTIVE MARKETPLACE LTD.,)
)
Defendant.)

DEPUTY CLERK

Case No. 2:17-cv-380-LEW

FILED UNDER SEAL

UNITED STATES' COMPLAINT-IN-INTERVENTION

The United States of America (the “United States” or “Government”), on behalf of its agency U.S. Customs and Border Protection (“CBP” or “Customs”), hereby files the instant Complaint-in-Intervention against Selective Marketplace Ltd. (“Selective”) pursuant to 31 U.S.C. §§ 3730(a)-(b) and 3731(c), and in support thereof alleges as follows:¹

I. Summary of Action

1. Throughout at least 2010 and 2011, Selective improperly and knowingly concealed and avoided Customs duties applicable to shipments of its premium womenswear brands, Wrap London and Poetry, from the United Kingdom directly to thousands of U.S. customers. Selective’s shipments of Wrap London and Poetry merchandise were subject to CBP’s assessment of import duties on a per item basis, depending on merchandise type and value, upon entry into the United States. Each customer was obligated to pay the duty at his or her local post office in order to retrieve the merchandise. Selective, however, improperly avoided and concealed these duty obligations from CBP. As Selective acknowledged on the

¹ The United States has elected to intervene against Selective pursuant to 31 U.S.C. §§ 3730(c)(1) and 3731(c), and to prosecute the action earlier brought by *qui tam* Relators Kristin S. Vale and Stephen E. Vale. *See* Notice of Intervention, dated March 27, 2019. The United States declines to intervene with respect to John Colin Dashper, Jane Elizabeth Dashper, and Luke Dashper, all of whom were named individually in Relators’ initial pleading.

websites for its Wrap London and Poetry brands, it made “every attempt to prevent [its] customers from incurring any import duties.”

2. Improperly avoiding duties enabled Selective’s access into the U.S. market. By finding a way around CBP’s imposition of duties, Selective placed itself in the same favorable domestic pricing position as its American competitors. It did so in direct contravention of the United States’ statutory and regulatory import/export framework. Improperly avoiding duties also enhanced Selective’s bottom line. Selective marketed to U.S. customers that it would reimburse the full amount of any duties they ultimately paid on their orders. Thus, improperly avoiding the imposition of duties on its shipments to U.S. customers inured to Selective’s financial benefit.

3. Selective’s mechanism for improperly avoiding duties was simple. Selective knew that Customs generally did not charge duties for shipments falling below a certain *de minimis* value. Until March 9, 2016, for example, packages containing merchandise having an aggregate fair retail value of \$200 or less could lawfully enter the United States duty free.

4. Knowing this, Selective “split” U.S. customers’ aggregate single orders exceeding \$200 into multiple different parcels in order to manipulate and evade Customs’ applicable *de minimis* value limits. Splitting shipments resulted in Selective improperly and artificially valuing separate parcels at below the *de minimis* limit, notwithstanding that the aggregate value of the items comprising the original, single order exceeded that limit. After “splitting” each such order, the multiple parcels were shipped separately to the U.S. customers. Consequently, these multiple separate parcels entered the United States duty free because of their ostensible individual *de minimis* value. All the while, however, the aggregate value of each original single

order and the merchandise comprising it actually exceeded the *de minimis* value exemption and carried a duty obligation.

5. The \$200 exemption, by law, did not apply to single orders “sent separately for the express purpose of securing free entry therefor or of avoiding compliance with any pertinent law or regulation.” 19 C.F.R. § 10.151. Selective thus acted in direct violation of Customs’ laws and regulations barring the very splitting in which it systematically engaged. Selective knowingly, repeatedly, and successfully acted to evade and improperly avoid, conceal, and/or decrease Customs duties.

6. In fact, Selective’s electronic order management system automatically split all orders exceeding the \$200 threshold into parcels valued at lower amounts. These improperly and artificially split orders were then shipped separately to U.S. customers, resulting in Customs duties and fees being avoided.

7. The instant action accordingly seeks treble damages and civil penalties arising from Selective’s reverse false claims pursuant to the False Claims Act, *see* 31 U.S.C. § 3729(a)(1)(G), as well as an accounting and damages for unjust enrichment at Maine common law, *see id.* § 3732(b).

II. Jurisdiction and Venue

8. This Court has jurisdiction over the claims brought under the False Claims Act pursuant to 28 U.S.C. §§ 1331 and 1345, and supplemental jurisdiction to entertain common law and equitable causes of action under 28 U.S.C. § 1367(a) and 31 U.S.C. § 3732(b).

9. Moreover, the Court has personal jurisdiction over Selective pursuant to 31 U.S.C. § 3732(a) both because it transacted business in this District and because its acts proscribed under 31 U.S.C. § 3729 occurred in this District.

10. Specific jurisdiction lies against Selective. As pled herein, the instant matter both arises out of and relates to Selective's contacts with customers in the District of Maine and throughout the United States. The instant suit concerns Selective's knowing and systematic placement of improperly split shipments into the American stream of commerce. Selective's activities thus were not only continuous, but also give rise to the liabilities sued on.

11. Venue is similarly proper in this District under 31 U.S.C. § 3732(a) and 28 U.S.C. §§ 1391(b)-(c), because Selective transacted business in this District and/or because a substantial part of the events or omissions giving rise to the claims occurred in this District.

12. For example, for the timeframe relevant to this action, Selective consistently shipped its merchandise to customers in Maine.

13. At least 97 orders were shipped by Selective to Maine-based customers in 2010, including those in Auburn, Belfast, Boothbay Harbor, Brookton, Brunswick, Camden, Cape Elizabeth, Castine, Cornville, Cumberland, Eliot, Falmouth, Freeport, Georgetown, Gorham, Gray, Harpswell, Hulls Cove, Kittery Point, Lewiston, Liberty, Lincolnville, Machias, Mexico, Milbridge, Naples, New Gloucester, Nobleboro, North Yarmouth, Old Orchard Beach, Orr's Island, Parsonsfield, Portland, Rockport, Saco, Salsbury Cove, Sandy Point, Scarborough, South Portland, South Thomaston, Southwest Harbor, sunset, Swans Island, Tenants Harbor, Trescott Township, Vinalhaven, Whiting, Windham, Winslow, and Yarmouth.

14. At least 23 orders were shipped by Selective to Maine-based customers in 2011, including those in Brunswick, East Machias, Eliot, Kittery Point, Lewiston, Newcastle, Orr's Island, Poland Spring, Portland, Pownal, Rockland, South Portland, Tenants Harbor, Yarmouth, and York.

15. More broadly, Selective transacted with and marketed to U.S. customers across all fifty states in a continuous, systematic, and highly targeted manner.

16. The Wrap London brand was launched by Selective in 2005. At that time, Selective implemented a direct marketing strategy by sending U.S. customers nearly one million Wrap London catalogues.

17. By the following year, in 2006, Selective felt that it had established a firm base upon which to grow its U.S. business, and as a result, launched its Poetry brand.

18. From 2006 through to the present, Selective mailed U.S. customers several million Wrap London and/or Poetry catalogues each year. During the same timeframe, each year Selective sent several million emails to U.S. customers who had signed up to receive such emails several regarding Wrap London and/or Poetry merchandise.

19. Selective maintained the separate webpages “www.wraplondon.com” and “www.poetryfashion.com” to sell Wrap London and Poetry-branded merchandise to U.S. customers, in addition to its mail order catalogues.

20. Selective also recruited new U.S. customers using advertising banners on other web sites.

21. At all times relevant to this action, the websites for both Wrap London and Poetry indicated to U.S. customers under the heading, “Import Duty & Foreign Transaction Fees,” “[w]hile we make every attempt to prevent our customers from incurring any import duties, our packages are selected at random by the US Customs Department and may be subject to additional charges. . . . If you have experienced either of these charges we will of course reimburse the full amount.”

22. From 2007 through 2017, the total value in United States Dollars of merchandise Selective sent to U.S. customers was \$6,924,820.38 in 2007; \$7,492,893.79 in 2008; \$6,896,173.25 in 2009; \$9,234,540.20 in 2010; \$14,643,382.36 in 2011; \$13,960,428.37 in 2012; \$16,285,261.25 in 2013; \$18,842,798.50 in 2014; \$21,125,342.50 in 2015; \$23,942,405.00 in 2016; and \$30,726,214.00 in 2017.

23. From 2005 through August 2013, all shipments Selective sent to the United States were sent via Royal Mail and ultimately delivered to customers in the United States via the U.S. Postal Service.

24. Additionally, Selective has utilized a Florida-based customer service and call center (the "U.S. Vendor"), which receives and processes returns from Selective's U.S. customers.

25. Selective has utilized the services of its U.S. Vendor since approximately April of 2007, after Selective's General Manager of Finance first contacted the U.S. Vendor via email in February of 2007.

III. Parties

26. Plaintiff is the United States, acting on behalf of CBP.

27. Defendant Selective, established in 1982, is a private, family-owned business registered in England and headquartered at Belton Road West, Loughborough, Leicestershire, LE11 5XL, England. Selective retails premium womenswear merchandise under its two brands Wrap London and Poetry, and transacts business extensively in the United States.

IV. Applicable Law

A. The False Claims Act's "Reverse" False Claims Provision

28. The purpose of the False Claims Act is to "enhance the Government's ability to recover losses as a result of fraud against the Government." S. Rep. No. 99-345, at 1 (1986), available at 1986 U.S.C.C.A.N. 5266.

29. Under the False Claims Act, the Government is entitled to recover three times the amount of damages sustained because of a defendant's violation of the statute and, for each act by a defendant violating the statute, a civil penalty. For violations that occurred before November 2, 2015, a civil penalty for each violation must be not less than \$5,000 and not more than \$10,000, as adjusted by the Federal Civil Penalties Adjustment Act of 1990, 28 U.S.C. § 2461 note; Pub. Law No. 104-410. *See* 31 U.S.C. § 3729(a). For violations occurring after November 2, 2015, the False Claims Act imposes a penalty of not less than \$5,000 and not more than \$10,000, as adjusted by the Bipartisan Budget Act of 2015. *See* Pub. Law. No. 114-74, § 701, 129 Stat. 584, 599 (requiring all civil statutory penalties, including those set forth in the False Claims Act, to be adjusted annually for inflation); 28 C.F.R. § 85.5 (identifying civil statutory penalty amounts currently in effect, including Congressionally-mandated annual inflation adjustments).

30. The Fraud Enforcement and Recovery Act of 2009 amendments to the False Claims Act provide for liability where a defendant "knowingly makes, uses, or causes to be made or used, a false record or statement material to an obligation to pay or transmit money or property to the Government[.]" 31 U.S.C. § 3729(a)(1)(G). This provision of the False Claims Act encompasses what are generally known as "reverse false claims. A defendant is further subject to reverse false claims liability where it "knowingly conceals or knowingly and

improperly avoids or decreases an obligation to pay or transmit money or property to the Government.” 31 U.S.C. § 3729(a)(1)(G).

31. “Knowing” and “knowingly” mean that a defendant had actual knowledge of or acted in deliberate ignorance or reckless disregard of information relating to the truth or falsity of its false records or statements. 31 U.S.C. § 3729(b)(1)(A). Proof that a defendant had specific intent to defraud the Government is not required. *Id.* § 3729(b)(1)(B). The terms “knowing” and “knowingly” used in this Complaint-in-Intervention have the meaning ascribed to them by the False Claims Act, as do the terms “knowledge,” “knows” or “knew.”

32. “Obligation” is defined as “an established duty, whether or not fixed, arising from an express or implied contractual, grantor-grantee, or licensor-licensee relationship, from a fee-based or similar relationship, from statute or regulation, or from the retention of any overpayment.” 31 U.S.C. § 3729(b)(3).

33. Congress promulgated this definition to reflect its long-held view that an “obligation” under the False Claims Act’s reverse false claims provision, 31 U.S.C. § 3729(a)(1)(G), encompasses non-fixed and contingent duties to pay or repay monies to the Government. S. Rep. 111-10, 14, 2009 U.S.C.C.A.N. 430, 441.

B. Importing and Customs Duties in the Context of the False Claims Act

1. The import process

34. CBP inspects merchandise imported by U.S. customers from any foreign country into the United States.

35. Each importation requires an “entry,” by which the merchandise, its description, and its value is declared, unless specifically excepted. 19 C.F.R. § 141.4(a).

36. Customs generally classifies entries as “formal” (for goods valued over \$2,500), “informal” (generally applicable for goods valued under \$2,500), and “Section 321,” which is a type of informal entry reserved for low value goods imported into the United States.

37. Prior to March 2016, a “Section 321” entry was reserved for goods below \$200 in value, which were generally cleared through Customs duty free without any additional paperwork prepared by the importer.

2. Customs duties and fees

38. Most goods imported into the United States are subject to duties depending on merchandise type and value.

39. Duty rates are obligations that arise variously from the Tariff Act of 1930, the Trade Facilitation and Trade Enforcement Act of 2015, CBP regulations, and the Harmonized Tariff Schedule maintained by the U.S. International Trade Commission.

40. Customs regulations require duties on entries of imported merchandise to be computed and ascertained (*i.e.*, “liquidated”). 19 C.F.R. §§ 159.1-2; *see also* § 159.0. As such, an existing, non-contingent and nondiscretionary liability for customs duties exists by law and regulation.

41. Duties on imports are generally based on the appraised value of the imported goods as determined on liquidation. *See* 19 U.S.C. § 1503; Official Harmonized Tariff Schedule of the United States (2018) (codified at 19 U.S.C. § 1202), *available at* <https://www.usitc.gov/tata/hts/index.htm>.

42. The liability to pay duties arises immediately and automatically upon the importation of goods into the United States. 19 C.F.R. §§ 141.1(a)-(b)(1).

43. The importer of record is responsible for payment of such duties at the time of delivery. *Id.*

44. There is an exemption from this general rule, intended to balance the revenue obtained through duties with the expense and inconvenience to the Government of applying them. That exemption, found at 19 C.F.R. § 145.31, makes duty-free:

packages containing merchandise having an aggregate fair retail value in the country of shipment of not over \$200, subject to the requirements set forth in §§ 10.151 and 10.153 of this chapter.

45. Importantly, however, this “*de minimis* value exemption” does not apply when “the shipment is one of several lots covered by a single order or contract . . . sent separately for the express purpose of securing free entry therefor or of avoiding compliance with any pertinent law or regulation.” 19 C.F.R. § 10.151. *See also* 19 U.S.C. § 1321(a)(2)(C) (“The privilege of [articles admitted free of duty] shall not be granted in any case in which merchandise covered by a single order or contract is forwarded in separate lots to secure the benefit of [admission free of duty]”). Rather, “the shipment of merchandise [must be] imported by one person on one day[.]” 19 C.F.R. § 10.151.

46. As such, Customs laws and regulations expressly prohibit the “splitting” of parcels into separate shipments to values below the *de minimis* value exemption in order to avoid Customs duties.

47. Merchandise may be shipped through the international postal service. Such parcels are forwarded upon arrival in the United States to a CBP mail facility for clearance. If the item is less than \$2,500 in value and not otherwise restricted, a CBP official will assess the proper duty and release it for delivery. 19 C.F.R. § 143.21(a).

48. Where the value exceeds \$200, the U.S. customer may be required to pay duty. For a personal import of apparel or clothing, for example, the duty imposed could be as high as 32.0% of the fair market value of the merchandise.

49. If any duty is owed, CBP also will charge a processing fee for clearing the package and the duty and processing fee will normally be paid at the local post office where the package is forwarded. The applicable processing fees here were \$6.00. 19 U.S.C. § 58c(a)(10)(C)(ii). In such instances where CBP has assessed a duty, the U.S. customer must pay it in order to receive the imported merchandise.

50. However, parcels valued at below the \$200 *de minimis* value exemption of 19 U.S.C. § 1321(a)(2)(C) and 19 C.F.R. § 145.31 are eligible for Section 321 non-dutiable release. CBP does not generally impose duties on such merchandise, nor are processing fees imposed.

51. As a result, merchandise ordered by U.S. customers at below the *de minimis* value is not held at the customer's local post office pending payment of a duty. Rather, such merchandise is delivered to the customer directly, without the imposition of any duty at all.

52. Correspondingly, shipments split to values below the *de minimis* value exemption avoid the assessment of a duty or imposition of a processing fee.

3. Avoiding custom duties results in reverse false claims

53. It is a reverse false claim for a defendant to knowingly conceal a basis for and/or avoid the imposition of duties arising from the importation of merchandise into the United States. In such instances where duties are owed and not paid, foreign merchandise is released into the stream of commerce in the United States improperly. This results directly from the avoidance and non-payment of the Customs duty obligation.

54. Congress “believe[d] that customs duties clearly fall within the new definition of the term ‘obligation’ absent an express reference and any such specific language would be unnecessary.” S. Rep. 111-10, 14, 2009 U.S.C.C.A.N. 430, 441.

55. Reverse false claims liability in such circumstances is consistent with the larger import/export regulatory scheme created by Congress. Because of the practical impossibility of inspecting every shipment entering the United States, a defendant may have an incentive to circumvent United States customs laws and regulations on the assumption that the defendant’s conduct will not be discovered. In doing so, a defendant avoids its obligations to provide the Government with such information as is necessary to enable it to determine whether and in what amount duties are owed. Where a defendant believes the value of bringing goods into the country exceeds the risk that the deception will be discovered, it may continue to act improperly, since the chance that the defendant’s conduct will be discovered and duties owed might still result in a net gain to the company.

56. Reverse false claims liability changes that value proposition because a finding of improper avoidance of customs duties carries the possibility of treble damages and substantial additional civil penalties.

57. The False Claims Act, its legislative history, and the policy rationales underlying the United States’ importation regulatory scheme therefore establish that reverse false claims liability results from avoiding duties arising from the importation of merchandise into the United States.

58. In sum, United States customs law imposes an established duty to pay duties. Avoiding, decreasing, or concealing this obligation to pay constitutes a reverse false claim.

V. Factual Background

A. Throughout at least 2010 and 2011, Selective Improperly Avoided Customs Duties and Fees by Splitting Parcels below \$200

59. Throughout at least 2010 and 2011, Selective shipped single orders for available, in-stock Wrap London and Poetry merchandise to U.S. customers in separate parcels such that the value of the items in each parcel was below \$200.

60. Selective shipped its merchandise in separate parcels because it understood that Customs did not impose duties on parcels with a value under \$200.

61. Selective's electronic order management system automatically split all orders exceeding the \$200 threshold into parcels valued at lower amounts in order to improperly avoid and evade Customs duties.

62. Selective employees including but not limited to the company's General Manager, Warehouse Operations Manager, Customer Care Manager, and Information Technology Manager were aware that Selective's electronic order management system automatically split all orders exceeding the \$200 threshold into parcels valued at lower amounts in order to improperly avoid and evade Customs duties.

63. Selective's Director of Operations was also aware that Selective's electronic order management system automatically split all orders exceeding the \$200 threshold into parcels valued at lower amounts in order to improperly avoid and evade Customs duties.

64. In addition, as early as 2007, Selective's U.S. Vendor for customer service and returns processing provided the following directions to its employees working on the Wrap London and Poetry accounts:

- a. “There is a declaration form on every package that is sent. The form will list what is to be in that package. The customer may receive more than one package if the cost of the items shipping is over \$200.00.”
- b. “Any individual item under \$200.00 has no Duties or Taxes on them. Items totaling over \$200.00 may have multiple packages shipping to avoid the Duties & Taxes fee.”

65. These directions were included in the U.S. Vendor’s training materials for its employees regarding Selective Marketplace d/b/a Poetry and Wrap London.

66. According to the U.S. Vendor’s former Project Manager responsible for the Selective account, the information comprising the above trainings came directly from Selective.

67. None of the Wrap London or Poetry orders improperly split by Selective were declared with Customs or assessed any Customs duties or fees.

B. Examples of Selective’s Improper Splitting

68. Selective’s splitting practices resulted in the improper avoidance of Customs duties for thousands of U.S. customers’ orders, including but not limited to the following examples of orders placed by Maine customers, all of which Selective improperly split.

69. Order 8873235 (placed May 26, 2010), totaling \$796, was split into six different shipments, with each parcel valued below the \$200 *de minimis* exemption then mailed to a customer in North Yarmouth, Maine, on June 4, 2010, in separate parcels. As a result, the fee and duty that Customs would have imposed on some or all of the merchandise was improperly avoided.

70. Order 8765529 (placed March 26, 2010), totaling \$849, was split into six different shipments, with each parcel valued below the \$200 *de minimis* exemption then mailed to a customer in Winslow, Maine, on March 30, 2010, in separate parcels. As a result, the fee and

duty that Customs would have imposed on some or all of the merchandise was improperly avoided.

71. Order 8801430 (placed April 15, 2010), totaling \$713, was split into five different shipments, with each parcel valued below the \$200 *de minimis* exemption then mailed to a customer in North Yarmouth, Maine, on April 21, 2010, in separate parcels. As a result, the fee and duty that Customs would have imposed on some or all of the merchandise was improperly avoided.

72. Order 8771174 (placed March 29, 2010), totaling \$694.67, was split into five different shipments, with each parcel valued below the \$200 *de minimis* exemption then mailed to a customer in Freeport, Maine, on March 30, 2010, in separate parcels. As a result, the fee and duty that Customs would have imposed on some or all of the merchandise was improperly avoided.

73. Order 8764920 (placed March 25, 2010), totaling \$727, was split into five different shipments, with each parcel valued below the \$200 *de minimis* exemption then mailed to a customer in South Thomaston, Maine, on April 2, 2010, in separate parcels. As a result, the fee and duty that Customs would have imposed on some or all of the merchandise was improperly avoided.

74. Order 9325565 (placed February 3, 2011), totaling \$899.25, was split into six different shipments, with each parcel valued below the \$200 *de minimis* exemption then mailed to a customer in Cumberland, Maine, on February 7, 2011, in separate parcels. As a result, the fee and duty that Customs would have imposed on some or all of the merchandise was improperly avoided.

75. Order 9353188 (placed February 22, 2011), totaling \$1,059, was split into six different shipments, with each parcel valued below the \$200 *de minimis* exemption then mailed to a customer in Cumberland, Maine, on February 23, 2011, in separate parcels. As a result, the fee and duty that Customs would have imposed on some or all of the merchandise was improperly avoided.

76. Order 9322072 (placed February 1, 2011), totaling \$663, was split into five different shipments, with each parcel valued below the \$200 *de minimis* exemption then mailed to a customer in Cumberland, Maine, on February 8, 2011, in separate parcels. As a result, the fee and duty that Customs would have imposed on some or all of the merchandise was improperly avoided.

Count I: Reverse False Claims

(31 U.S.C. § 3729(a)(1)(G))

77. Paragraphs 1 through 76 are realleged as though fully set forth herein.

78. Selective's actions resulted in the release of its merchandise into the stream of commerce in the United States and, consequently, the improper avoidance of Customs duties payable by U.S. customers.

79. Such duties accrued at the time of importation by virtue of Customs law and regulation and were due and owing to the United States at that time.

80. Selective knew of the obligations imposed by Customs law and regulation to pay duties yet nonetheless acted to conceal, avoid, and/or decrease such obligations by knowingly splitting shipments into separate parcels valued beneath the *de minimis* value exemption.

81. Accordingly, through its splitting practices, Selective knowingly made, used, or caused to be made or used false records or statements material to an obligation to pay or transmit

money or property to the Government in violation of the False Claims Act's reverse false claims provision, 31 U.S.C. § 3729(a)(1)(G) and (b)(3).

82. Accordingly, through its splitting practices, Selective knowingly concealed or knowingly and improperly avoided or decreased an obligation to pay or transmit money or property to the Government in violation of the False Claims Act's reverse false claims provision, 31 U.S.C. § 3729(a)(1)(G) and (b)(3).

83. Selective engaged in such reverse false claims activity with actual knowledge, and/or with reckless disregard or deliberate ignorance of the fact that the company's practices would result in the improper avoidance of duties below the applicable *de minimis* value thresholds.

84. Because of Selective's acts, the United States sustained damages in an amount to be determined at trial, and therefore is entitled to treble damages under the False Claims Act, plus civil penalties of not less than \$5,500 and not more than \$11,000 for all violations at issue here occurring before November 2, 2015.

Count II: Unjust Enrichment

(31 U.S.C. § 3732(b); Maine Common Law; 14 M.R.S.A. § 859)

85. Paragraphs 1 through 84 are realleged as though fully set forth herein.

86. Selective was unjustly enriched through its policy and practice of splitting shipments to the United States in order to avoid Customs duties.

87. The circumstances as detailed herein are such that, in equity, Selective is liable to account for and pay such amounts, which are to be determined at trial.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, the United States, requests that judgment be entered in its favor and against Selective as follows:

- A. On Count One, for treble the United States' damages, in an amount to be determined at trial, plus civil penalties for each false claim presented, together with all such relief as may be just and proper;
- B. On Count One, an award of costs pursuant to 31 U.S.C. § 3729(a);
- C. On Count Two, for an accounting and for the amounts by which Selective was unjustly enriched, in an amount to be determined at trial, together with costs and interest; and
- D. All other relief this Court deems just and proper.

Dated: March 27, 2019
Portland, Maine

Respectfully submitted,

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CERTIFICATE OF SERVICE

I certify that on March 27, 2019, I caused a copy of the foregoing to be filed with the Court, under seal. In addition, I caused a copy of the foregoing to be served by U.S. Mail to:

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