IN THE CIRCUIT COURT OF THE SECOND JUDICIAL CIRCUIT
IN AND FOR LEON COUNTY, FLORIDA

STATE OF FLORIDA *ex rel.* FX ANALYTICS,

Plaintiff,

v.

Case No. 2009 CA 4140

THE BANK OF NEW YORK MELLON CORPORATION,

Defendant.

____/

COMPLAINT IN INTERVENTION

Plaintiff, the State of Florida, sues Defendant, The Bank of New York Mellon Corporation ("BNY Mellon"), and alleges as follows:

INTRODUCTION

1. At all times relevant to this Complaint, BNY Mellon served as the master custodian of the State's pension funds, namely the Florida Retirement System Trust Fund ("FRSTF"). The assets of the FRSTF are managed by the State Board of Administration of Florida, an agency of the State of Florida. As of June 30, 2011, the assets of the FRSTF were approximately $128.9 billion.

2. As master custodian, BNY Mellon is responsible for the safekeeping, custody, settlement of trades, and collection of principal, income, and dividends, among other services, with respect to all of the FRSTF's assets. As master custodian, BNY Mellon is involved in every trade and most transactions for the FRSTF (on average, hundreds or thousands per day). As such, BNY Mellon has been one of the most important business partners of the FRSTF.

3. Pursuant to section 112.656, Florida Statutes, BNY Mellon owed fiduciary duties to the State in all of its dealings with the FRSTF as master custodian, including any foreign currency transactions. Section 112.656(1) provides: "[a] fiduciary shall discharge his or her duties with respect to a plan solely in the interest of the participants and beneficiaries for the exclusive purpose of providing benefits to participants and their beneficiaries and defraying reasonable expenses of administration." Section 112.656(2) provides, in part: "[e]ach retirement system or plan shall have one or more named fiduciaries .... However, the ... custodian ... shall be included as fiduciaries of such system or plan."

4. As master custodian, BNY Mellon purchased and sold large amounts of foreign currency for the FRSTF through standing instruction trades. BNY Mellon added hidden spreads, including mark-ups and mark-downs, to these foreign exchange trades rather than pricing the trades at the exchange rates at which it actually executed the transactions, causing the FRSTF to pay far more than it should have for buys and receive much less than it should have for sells. BNY Mellon also caused greatly increased (and unnecessary) trading costs for the FRSTF by not netting foreign exchange transactions when the FRSTF bought and sold the same currency on a given day. Due to BNY Mellon's misconduct, the State will ultimately have to provide millions of additional dollars to the FRSTF, monies that otherwise could have been made available for essential services to its citizens.

JURISDICTION AND VENUE

5. This Court has subject matter jurisdiction pursuant to section 26.012, Florida Statutes. Venue is proper in Leon County, Florida pursuant to section 68.083(3), Florida Statutes.

6. The Court has personal jurisdiction over BNY Mellon pursuant to section 48.193(2), Florida Statutes.

PARTIES

7. The State is acting pursuant to its authority under sections 68.082(e) and 68.083(3), Florida Statutes.

8. Relator is a Delaware general partnership named FX Analytics and brought this action for violations of the Florida False Claims Act on behalf of the State. The owner of the partnership ("Partner") possesses extensive knowledge and experience regarding BNY Mellon's bank offices, businesses, and personnel, including personal contact with the employees and executives of BNY Mellon who have committed the misconduct as described below.

9. Pursuant to Section 15-201(a) of the Delaware Revised Uniform Partnership Act, FX Analytics is not distinct from its Partner, who has personal knowledge of the aforesaid false claims, statements, concealments, and receipts.

10. BNY Mellon is the parent corporation resulting from the July 1, 2007 merger of the Bank of New York Company, Inc. and Mellon Financial Corporation. By July 1, 2008, BNY Mellon had renamed its principal bank and trust companies, The Bank of New York Mellon and BNY Mellon, National Association. These entities, along with many others, are primary subsidiaries of BNY Mellon. BNY Mellon assumed the liabilities of the corporations merged into it. See NY CLS Bank § 602(2). As referred to herein, therefore, general references to BNY Mellon include the merged corporation as well as its constituent, individual predecessor corporations and subsidiaries – unless otherwise noted.

11. BNY Mellon's corporate headquarters is located at One Wall Street, New York, New York, 10286. Its symbol on the New York Stock Exchange is "BK." As of the date of this filing, BNY Mellon maintains $26.3 Trillion under custody and administration, with $1.3

Trillion under management. See "BNY Mellon, At a Glance."

http://www.bnymellon.com/news/pdf/factsheet.pdf

THE COMMITTMENTS MADE BY THE BANK

12. The State Board of Administration of Florida initially retained Mellon Bank, N.A. ("Mellon") as the master custodian for the FRSTF in 2005 after conducting a competitive search. In September 2004, Mellon, a predecessor to BNY Mellon, submitted a response ("Response") to the SBA's Invitation to Negotiate for global custody services. In Section B, General Information of the Response (page 2), Mellon stated: "We are committed to client satisfaction. The satisfaction of the [SBA] will be achieved through close communications at all organizational levels, and most importantly, through joint strategic planning sessions with you. Understanding the [SBA's] unique needs, like those of our many existing large public fund clients is instrumental in creating a **mutually rewarding partnership**. We take great pride in the partnerships we have developed with our clients and the positive contribution this relationship approach provides to the overall satisfaction with our products and services. While other providers may work towards preservation of minimum service in order to retain clients, Mellon is concentrating on improving and reinvesting in our capabilities. With our loyal clients as partners, our mission is **nothing less than total quality service**." (emphasis added)

13. In particular with respect to foreign exchange transactions, Mellon stated (on pages 80-81 of the Response): "Mellon operates full service trading rooms in London, Boston, and Pittsburgh providing 24-hour market access for our clients. We have an extensive Foreign Exchange Division, consisting of 66 people. We provide investment managers of our clients with access to one of the **most competitive and efficient** foreign exchange operations in the industry. Mellon's Foreign Exchange Division strives to provide **extremely competitive**

market driven rates, while ensuring an accurate and efficient settlement process." With respect to netting of foreign exchange transactions "**across SBA accounts**," Mellon stated (on page 83 of the Response): "Mellon can support foreign exchange netting. Our system **automatically** nets foreign exchanges when trades are routed to our trading desk." (emphasis added)

14. Mellon entered into the Master Custodian Contract with the State Board of Administration of Florida as of July 1, 2005. Section 2.6 of that Contract provides: " . . . the Master Custodian shall pay out, or direct its agents or its subcustodians to pay out, moneys of the Fund in the following cases: . . . (e) For the purchase and sale of foreign exchange or foreign exchange contracts for the account of the Fund, including transactions executed with or through the Master Custodian, its agents or its subcustodians." Section 6 of that Contract provides, in part: "Master Custodian shall exercise initiative under any activities performed under this Agreement and through its actions **actively assist the SBA to achieve superior performance** in connection with the SBA's responsibilities and activities that might better serve the SBA's goals and objectives." (emphasis added)

THE BANK'S PRICING SCHEME

15. The value of one foreign currency relative to the United States Dollar or to another foreign currency is known as the "exchange rate." Exchange rates for all currencies will fluctuate throughout the day; it is possible for a given foreign currency to lose value during the day; it is also possible for a given foreign currency to gain value during the day. BNY Mellon knowingly and intentionally charged the FRSTF incorrect exchange rates for purchases and sales of foreign currency. BNY Mellon added hidden spreads, including mark-ups and mark-downs,

to the FRSTF's foreign exchange trades and reported inflated or deflated rates to the FRSTF, rather than the exchange rates at which it actually executed the transactions.

16. By marking up (for buys) or marking down (for sells) the prices paid by the FRSTF, BNY Mellon caused the FRSTF to pay more than it should have for buys and receive less than it should have for sells.

17. In order to keep the truth from the FRSTF, BNY Mellon reported foreign exchange prices in its periodic accountings that failed to reflect the actual cost of the transactions and concealed its mark-ups or mark-downs.

18. BNY Mellon developed this scheme because whenever the bank purchased a foreign currency at an exchange rate, and then charged the FRSTF for that currency at a less favorable exchange rate, it would make a tremendous profit at the expense of the FRSTF.

19. Beginning at least in 2005, and continuing over the period of time relevant to this Complaint, BNY Mellon used false pricing and reporting in order to profit from, and keep, the State's monies.

20. At all such times, BNY Mellon kept these profits a secret from its custodial client, the FRSTF.

21. At all such times, BNY Mellon failed to report the size or amount of the hidden spreads, mark-ups, and mark-downs paid to it by the FRSTF.

22. BNY Mellon captured and kept the difference between the actual and false (marked-up or marked-down, depending on whether the transaction was a 'buy' or 'sell') exchange rates, its actions resulting in a loss to the State and in damages to the State.

23. It is the regular practice of BNY Mellon to manipulate foreign exchange rates for its exclusive benefit.

24. The foreign exchange trades affected by BNY Mellon's actions described herein were known as "standing instruction" and/or "non-negotiated" trades. Affected trades include all such foreign exchange trades executed by BNY Mellon while custodian for the FRSTF, including spot, forward, swaps, repatriation, and major, minor, emerging, and regulated market trades.

HOW THE BANK PRICES FX TRADES FOR CUSTODIAL CLIENTS

25. By employing the pricing scheme described herein, BNY Mellon almost always profits from and almost never suffers a loss on the FRSTF's standing instruction and non-negotiated trades.

26. BNY Mellon's foreign exchange ("FX") traders are informed of the bank's aggregated standing instruction trade requirements during the course of the day. The FX traders will, that day, trade on the interbank FX market in order to satisfy the bank's standing instruction positions. This process is called "offsetting" the trades.

27. Through an internal, "intra-desk" trade, the trader next "trades" the FX (every FX transaction combines a "buy" and a "sell") to the FX department's Transaction Desk. The Transaction Desk is then responsible for pricing, *i.e.*, adding the bank's hidden "mark-up" to or subtracting the bank's hidden "mark-down" from the price the bank's FX trader paid on the interbank market.

28. At all relevant times to this Complaint, the pricing of FX trades for the FRSTF has been done by the bank's Transaction Desk. When the FRSTF paid BNY Mellon for its standing instruction FX trades, the FRSTF paid a price determined by the bank's Transaction Desk.

29. In order to price the FRSTF's standing instruction trades, the Transaction Desk looks to the "range of the day" of the relevant exchange rate. At any given time, each day, each tradable currency pair will have had a high exchange rate and a low exchange rate, as the relative strengths of the two currencies change.

30. The range of the day is important to the Transaction Desk because that range, which can vary by hundreds of basis points each day, sets the high and low prices to charge the FRSTF for their FX trades, regardless of the price paid for the currency by BNY Mellon's FX trader.

31. Thus, if the FRSTF's standing instruction FX transaction involved the purchase of Euros, the Transaction Desk would set the FRSTF's price at the highest price of the day for the Euros, causing the FRSTF to pay the highest possible price within that day's trading range for that amount of Euros. This process is followed regardless of where BNY Mellon's FX trader actually offset the Euros on the interbank market.

32. Conversely, if the FRSTF's standing instruction FX transaction involved the sale of U.S. Dollars, the Transaction Desk would set the FRSTF's price at the lowest price of the day for the Dollars, causing the FRSTF to receive the lowest possible price within that day's trading range for that amount of Dollars. Again, this is done without regard to the price that BNY Mellon actually paid.

33. BNY Mellon maximizes, and has maximized, its FX profits on all standing instruction and non-negotiated FX trades undertaken as the custodian bank for the FRSTF during all times at issue in this Complaint.

34. With each FX trade priced by the bank's Transaction Desk in this manner, BNY Mellon does not simply profit; it make the biggest possible profit on each trade, based upon the range of the day's FX rates at the point the trade is priced for the FRSTF.

35. Custodial clients trading under BNY Mellon's standing instruction FX system who suffered pricing at the end of the day's range were referred to as "range of the day" clients.

36. Because BNY Mellon always prices the trades at the very lowest or very highest rates of the day, the bank's FX traders are almost always able to obtain the needed foreign currency at a better price, enabling BNY Mellon to make a profit without any risk to the bank.

37. The Transaction Desk does not consult with or contact the FRSTF in any way prior to pricing the FRSTF's trades with a mark-up or mark-down. The FRSTF is never informed of the size of the Transaction Desk's mark-ups and mark-downs. The first time the FRSTF learns of the price for the FX transaction is after it has paid for the trade.

38. By pricing trades based upon the range of the day for its standing instruction trades, BNY Mellon secures a spread ten to twenty or more times greater than when a custodial client directly negotiates an FX transaction. That is, BNY Mellon's profits arising from its custodial standing instruction trades are at least ten to twenty times more profitable than its profits from comparable arm's length FX transactions.

39. BNY Mellon's practice of pricing FX trades for custodial standing instruction clients is a long-standing practice and done with the knowledge of bank staff and management. Prior to their merger, both Bank of New York and Mellon Bank priced FX trades for custodial standing instruction clients utilizing this pricing methodology.

40. BNY Mellon is aware that FX trades priced according to the range of the day are riskless transactions.

41. BNY Mellon's practice of pricing trades according to the range of the day and taking the largest possible mark-up or mark-down is not, and has never been, disclosed to custodial clients like the FRSTF over the period of time relevant to this Complaint.

42. BNY Mellon further exacerbates the FRSTF's injuries resulting from the range of the day pricing by willfully and knowingly waiting to price trades when the range of the day is changing in the bank's favor. Thus, although the Transaction Desk generally prices trades around 1:30 p.m. EST, based upon the range in existence at that point, if the range is still changing in the bank's favor, the Transaction Desk will wait to price their custodial standing instruction trades, allowing BNY Mellon to make an even greater, illicit profit.

43. BNY Mellon's practice of waiting to price trades so that the range of the day can change in its favor is not, and has never been, disclosed to custodial clients like the FRSTF over the period of time relevant to this Complaint.

44. All BNY Mellon custodial clients who had standing instruction trades (including spot, forward, swaps, repatriation, and major, minor, emerging, and regulated market trades) priced through the bank's Transaction Desk suffered from the same fraudulent FX pricing.

45. BNY Mellon's FX pricing scheme extended to each currency it traded for any of its custodial clients. That is, the Transaction Desk priced all custodial clients at the high or low of the range of the day for every foreign currency traded through standing instructions.

46. When the Transaction Desk priced the standing instruction trades, each custodial client, including the FRSTF, received the same price for that particular currency that day. As noted, the Transaction Desk prices for all currencies were always based upon the high and low of the range of the day's rates. These prices were always multiples greater than comparable arm's

length FX transactions that BNY Mellon completed through direct (non-standing instruction) trades.

47. At the conclusion of each trading day, a "Reconciliation" call between BNY Mellon's New York and Pittsburgh Transaction Desks is made. The Pittsburgh Transaction Desk will call the New York Transaction Desk so that they can synchronize their high and low ranges for each currency pair (these telephone calls are made on a private, direct line and may have been shielded from the Bank's customary policy of recording transactional conversations).

48. This call, done at approximately 2:30 p.m., is made so that any discrepancies between each Transaction Desk's prices are avoided and discovery or evidence of BNY Mellon's pricing scheme is thus made less likely for any custodial clients whose trades go through both the New York and Pittsburgh desks in the same day.

THE BANK MAKES EXCEPTIONS FOR CERTAIN CLIENTS, OFFERING THEM SPECIAL PRICING

49. Over time, BNY Mellon has developed a special class of custodial clients that do not receive the high or low range of the day pricing suffered by other custodial clients, like the FRSTF. These clients, known internally as "opt out" clients, still receive the same standing instruction custodial services as the other entities like the FRSTF, but receive particular treatment when their FX requirements come to the bank's FX dealing room.

50. Instead of these custodial clients' FX trades being included with the others like the FRSTF and subject to the extreme range of the day mark-up and mark-down, these clients are allowed to deal directly with BNY Mellon – usually by phone – and are given the chance to directly negotiate prices for their FX requirements for that day, every day, despite their trades coming to the bank as standing instruction trades.

51. As a result, the opt out custodial clients always receive better pricing than their fellow custodial clients who are still subject to the bank's pricing schemes.

52. BNY Mellon never disclosed to custodial clients like the FRSTF over the period of time relevant to this Complaint its practice of providing certain clients the "opt out" FX transactions, resulting in direct dealings on standing instruction trades.

53. The number of custodial clients who receive "opt out" FX pricing is significant enough for BNY Mellon to separately track the P/L (profit and loss) from the opt out group when reporting FX revenue internally.

54. In addition, for a period of time during the FRSTF's custodial relationship with BNY Mellon, the bank provided better than range of the day pricing for a different particular custodial client because it was concerned that this client had hired an FX trade specialist to monitor its custodial FX costs, including BNY Mellon's pricing of FX for that fund.

55. As a direct result of this knowledge, BNY Mellon priced this fund's standing instruction FX trades significantly better than the extreme range of the day pricing. The Transaction Desk did not apply the full high and low of each day's range for this custodial client fund, providing this fund with performance superior to other custodial clients like the FRSTF.

56. Upon learning that this particular fund had not, in fact, hired an FX specialist, BNY Mellon instructed its management and Transaction Desk to "return to normal [*i.e.*, standing instruction] pricing" for this client. The Transaction Desk confirmed that it would now "price these as normal."

57. The funds that received either "opt out" or improved FX pricing for the custodial FX trades received better performance than other custodial clients like the FRSTF for comparable standing instruction trades.

THE BANK PROMISES BUT DOES NOT DELIVER 'NETTING' OF FX TRADE REQUIREMENTS

58. "Netting" allows funds that require FX trades to make one transaction instead of two, reducing costs. When the same currency must be bought and sold, the two positions can be "netted," allowing for the transaction to be completed in one trade. BNY Mellon told the FRSTF that it would net custodial FX trades.

59. Despite this promise to the FRSTF, BNY Mellon failed to net the custodial FX trades, resulting in more transactions and correspondingly greater costs for the FRSTF.

60. Not only did BNY Mellon fail to net the FRSTF trades, the bank's Transaction Desk marked up or marked down *both* trades of the two transactions that were supposed to have been netted.

61. BNY Mellon's misconduct with regard to netting occurred despite the FRSTF's specific inquiry on netting for SBA accounts only, and not as part of netted transactions, in whole or in part, involving other funds or pensions.

62. BNY Mellon and Transaction Desk employees were aware of the bank's failure to offer netting of individual custodial clients' FX transactions.

THE BANK REAPS ILLICIT PROFITS FROM FX TRADES FOR ITS CUSTODIAL CLIENTS

63. BNY Mellon serves as the custodian bank for a large number of state and local government funds across the country. According to the Bank's 2008 Annual Report, it is "the largest custodian for U.S. public pension plans." In states with *qui tam* statutes, BNY Mellon is responsible, as the custodian bank, for more than $600 Billion in state and state political subdivision funds.

64. In 2010, BNY Mellon reported $887,000,000 in foreign exchange and other trading activity revenue, which followed FX revenue totals of $1,000,000,000 in 2009 and $1,462,000,000 in 2008. For the years 2000 to 2010, BNY Mellon and its predecessors have reported more than $7.7 Billion in foreign exchange trading revenue. As alleged herein, the great majority of these profits came directly at the expense of custodial clients like the FRSTF. Approximately 70% of the bank's FX trading revenue is directly attributable to standing instruction trades.

65. BNY Mellon made public and private misrepresentations of its foreign exchange practices in order to induce public pension funds to become its clients. It contended that its foreign exchange and custodial services were successful, award-winning, and skillful. Its website misleadingly explained the various foreign exchange services that it offered to custodial clients like the FRTSF.

66. At various times relevant to this Complaint, BNY Mellon misleadingly explained the various foreign exchange services that it offered to its custodial clients like the FRTSF; such misrepresentations include, but are not limited to, publications such as its websites.

67. Until October of 2009, BNY Mellon described standing instruction custodial FX trades as being "free of charge" to custodial clients; such misrepresentations include, but are not limited to, publications such as its websites.

68. Until October of 2009, BNY Mellon described standing instruction custodial FX trades as being subject to "best execution" standards; until November or December of 2009, the bank defined "best execution" as "quantitative proof that an agent or trader obtained the best available price in the market." Such misrepresentations include, but are not limited to, publications such as its websites.

69. BNY Mellon's representations had and have little or nothing to do with its actual practices toward the affected custodial clients such as the FRSTF.

70. In its Response (page 122) to the SBA's Invitation to Negotiate, BNY Mellon noted it had received "high scores in 'price competitiveness' categories" in a recent client survey and that the "[p]rices we offer clients are intended to be competitive with the current market."

71. However, FX prices at the extremes of the range of the day are not competitive. Moreover, the custodial standing instruction range of the day prices charged to the FRSTF were designed to bring the most possible revenue to BNY Mellon. Such a pricing scheme could never provide "competitive" prices to the FRSTF.

HOW THE STATE IS AFFECTED BY THE BANK'S MISCONDUCT

72. Substantial governmental appropriations to FRSTF are required by statute and these appropriations have been made during the course of BNY Mellon's custodianship of the funds.

73. When funds are wrongly withheld or misappropriated through misconduct perpetrated against the FRSTF, the State ultimately must pay additional monies to the FRSTF, which monies otherwise could have been made available for essential services to its citizens.

74. In addition, each dollar of revenue generated by the bank's extreme range of the day pricing is a dollar that comes directly from the FRSTF, resulting in direct losses to the FRSTF.

75. Over the period of time relevant to this Complaint, FRSTF has paid millions of dollars to BNY Mellon to provide custodial services. The bank has charged and collected these fees despite failing to provide the required services.

76. Moreover, the investment losses due to BNY Mellon's FX pricing scheme are magnified due to the absence of compounded investment returns.

77. As such, each FX trade loss caused by BNY Mellon will be magnified because each loss is money and/or property of the FRSTF that was lost and thus will not increase in value over time.

78. BNY Mellon prepared End of Month Client Custody Reports listing the pension fund's FX currency trades, disguising the marked-up or marked-down FX trades, and distributed such reports to the FRSTF.

79. As custodian of the public pension funds of the FRSTF, BNY Mellon had access to certain property of the FRSTF, including cash, in its role as a fiduciary.

80. The cash property that BNY Mellon was entrusted to keep and safeguard includes, but is not limited to, the cash in certain accounts of the FRSTF known as cash accounts.

81. At all times relevant to this Complaint, BNY Mellon and/or one or more agents under its control, were entrusted with access to and control of those cash accounts, including the ability to debit and credit those cash accounts in its capacity as the FRSTF's custodian bank.

82. Pursuant to the custodial agreement, as well as by operation of law, BNY Mellon was to collect all money due and owing to the FRSTF arising out of its FX activities on behalf of the FRSTF.

83. Also pursuant to the custodial agreement, as well as by operation of law, BNY Mellon was to pay all debits incurred on behalf of the FRSTF as part of its FX activities on behalf of the FRSTF.

84. Such credits, when collected by BNY Mellon, would be deposited into the cash accounts of the FRSTF that the bank was entrusted to hold as the master custodian.

85. Such debits, when made by BNY Mellon, were to be made from the cash accounts of the FRSTF that it was entrusted to hold.

86. In the cases of credits or debits arising as a result of FX trades executed by BNY Mellon, the bank debited more than the FRSTF should have paid for a purchase of FX and credited less than the FRSTF should have received for a sale of FX.

87. BNY Mellon's misconduct, including the process of making a mark-up or mark-down on the FRSTF's FX standing instruction trades, extended to each, and every, such FX transaction conducted by it as master custodian for the FRSTF over the period of time relevant to this Complaint.

88. BNY Mellon's misconduct on these FX transactions damaged the State.

COUNT I
Florida False Claims Act

[Presentation of False or Fraudulent Claims for Payment or Approval]

89. The State repeats and realleges each and every allegation contained in paragraphs 1-88.

90. Through the acts described above, BNY Mellon and its agents and employees knowingly presented or caused to be presented to an officer or employee of the State false or fraudulent claims for payment or approval.

91. The State, unaware of the falsity of the claims presented by BNY Mellon and its agents and employees, paid BNY Mellon for claims that would not have been paid if the truth were known.

COUNT II
Florida False Claims Act

[False Records or Statements to Get False
or Fraudulent Claims Paid or Approved]

92. The State repeats and realleges each and every allegation contained in paragraphs 1-88.

93. Through the acts described above, BNY Mellon and its agents and employees knowingly made, used, or caused to be made or used, false records or statements to get false or fraudulent claims paid or approved by the State.

94. The State, unaware of the falsity of the records and statements made or used by BNY Mellon and its agents and employees, paid BNY Mellon for claims that would not have been paid if the truth were known.

COUNT III
Florida False Claims Act

[False Records or Statements to Conceal, Avoid or
Decrease An Obligation to Pay or Transmit Money to the State]

95. The State repeats and realleges each and every allegation contained in paragraphs 1-88.

96. Through the acts described above, BNY Mellon and its agents and employees knowingly made, used, or caused to be made or used, a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money to the State.

97. The State, unaware of the falsity of the records and statements made or used by BNY Mellon and its agents and employees, allowed BNY Mellon to withhold funds, which would not have occurred had the truth had been known.

98. The State, unaware of the falsity of the records and statements made or used by BNY Mellon, were deprived of and continue to be deprived of payments owed to it by BNY Mellon, which would not have occurred had the truth been known.

PRAYER FOR RELIEF

WHEREFORE, the State prays for judgment, awarding treble damages, imposing a civil penalty of $11,000 for each violation of the Florida False Claims Act, granting the Attorney General her attorneys' fees and costs, and awarding such other and further relief as the Court deems just and proper.

DEMAND FOR JURY TRIAL

The State respectfully demands a jury trial for all issues so triable.

Respectfully submitted,

PAMELA JO BONDI
ATTORNEY GENERAL
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