

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

UNITED STATES OF AMERICA *ex rel.* MEHMET  
MUSTAFA KARADAĞ,

Plaintiff,

-against-

LUCHIANO VISCONTI LOUTIE LLC D/B/A  
LUCHIANO VISCONTI, SASHA HOURIZADEH,  
BARSAN GLOBAL LOGISTICS, INC., and TRIWAYS  
LOGISTICS (USA) INC.,

Defendants.

18 Civ. 11228 (PKC)

UNITED STATES OF AMERICA,

Plaintiff-Intervenor,

-against-

LUCHIANO VISCONTI LOUTIE LLC D/B/A  
LUCHIANO VISCONTI, and SASHA HOURIZADEH;

Defendants.

**STIPULATION AND ORDER OF SETTLEMENT AND DISMISSAL**

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 Mehmet Mustafa Karadağ (“Relator”), by his authorized representative; and defendants Luchiano Visconti Loutie LLC d/b/a Luchiano Visconti (“Luchiano Visconti”) and

Sasha Hourizadeh (“Hourizadeh,” and collectively, “Defendants,” and together with the Government and the Relator, the “Parties”), by their authorized representatives;

WHEREAS, an importer of merchandise into the United States has the duty to take reasonable care to make “entry” of the merchandise and file the appropriate and accurate documents with Customs and Border Protection (“CBP”) to allow the agency to assess customs duties, *see* 19 U.S.C. § 1484; 19 C.F.R. § 141.0a(a); 19 C.F.R. § 141.4(a);

WHEREAS, the importer must file with each entry, among other things: (i) an entry summary (CBP Form 7501) that declares the value of the merchandise and the applicable duty rate, and (ii) a commercial invoice that provides verification of the value of the merchandise, *see, e.g.*, 19 C.F.R. §§ 141.19(a), 141.81, 141.86(a), 142.3(a), 142.6(a);

WHEREAS, Luchiano Visconti is a New York-based company that imports men’s and boy’s clothing that it sells to end customers in the United States, including retailers (“Menswear”);

WHEREAS, between December 2013 and August 2019, Luchiano Visconti, through its customs brokers, made over 250 unique entries of Menswear into the United States;

WHEREAS, on or about December 3, 2018, Relator filed a complaint under the *qui tam* provisions of the False Claims Act (“FCA”), 31 U.S.C. § 3729 *et seq.* (the “Relator Complaint”), against Luchiano Visconti, Hourizadeh, Barsan Global Logistics, Inc., and Triways Logistics, (USA) Inc. alleging, among other things, that Luchiano Visconti and Hourizadeh caused to be submitted CBP 7501 entry forms that contained false information concerning the value of Menswear imported into the United States;

WHEREAS, contemporaneous with the filing of this Stipulation, Relator is filing a Partial Notice of Voluntary Dismissal, in which the Relator is dismissing, with prejudice, his claims

against Barsan Global Logistics, Inc., and Triways Logistics (USA) Inc., without prejudice to the any rights or claims possessed by the Government;

WHEREAS, the Government alleges that from December 2013 to August 2019 (the “Covered Period”), Defendants Luchiano Visconti and Hourizadeh violated the FCA by materially underreporting to CBP the value of Menswear imported into the United States and knowingly causing customs entry forms and associated invoices to be presented to CBP that contained false valuations of the Menswear, in order to avoid paying the customs duties owed. The conduct described in this paragraph is referred to as 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 Complaint-In-Intervention in the above-referenced *qui tam* action (“Government Complaint”), in which it is asserting claims against Luchiano Visconti and Hourizadeh under the FCA for the Covered Conduct;

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

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

**TERMS AND CONDITIONS**

1. The Parties agree that this Court has subject matter jurisdiction over this action and consent to this Court’s exercise of personal jurisdiction over each of them.
2. Defendants admit, acknowledge and accept responsibility for the following conduct (the “Admitted Conduct”) that occurred during the Covered Period:
  - a. From December 2013 through August 2019, Luchiano Visconti imported Menswear from manufacturers based outside the United States, including Turkey and China (the “Foreign Manufacturers”).

Luchiano Visconti subsequently marketed and sold this Menswear to end customers located in the United States, including retailers.

- b. Luchiano Visconti paid the Foreign Manufacturers for the Menswear, and the Foreign Manufacturers issued commercial invoices to Luchiano Visconti for costs associated with the Menswear.
- c. Hourizadeh is the Luchiano Visconti manager who is responsible for managing the importation of the Menswear and all customs entry issues, including the provision of relevant and necessary information and documentation to Luchiano Visconti's customs brokers who prepared and submitted the entry summaries to CBP.
- d. Luchiano Visconti's customs brokers used commercial invoices and other information provided by Luchiano Visconti and Hourizadeh to determine the value of the Menswear to declare to CBP and to calculate the amount of the customs duties owed. Defendants knew that the customs brokers would rely on the information and invoices when preparing the entry summaries submitted to the CBP.
- e. Defendants regularly provided Luchiano Visconti's customs brokers with information and documentation, including commercial invoices, that significantly understated the true value of the imported Menswear and the price actually paid by Luchiano Visconti to the Foreign Manufacturers for the Menswear. In some instances, Defendants made changes to invoices provided by a Foreign Manufacturer before providing them to a customs broker. In other instances, the Foreign Manufacturers transmitted invoices that Defendants knew or had reason to know did not reflect the actual value and price paid for the Menswear.
- f. Luchiano Visconti, through its customs brokers, significantly underreported the actual value of the Menswear on entry documents filed with CBP and routinely underpaid customs duties on the Menswear. During the Covered Period, Luchiano Visconti did not pay over \$1.8 million in customs duties that it was obligated to pay on the Menswear.

3. Defendants shall be jointly and severally liable to pay to the Government within fourteen (14) business days of the Effective Date (defined in Paragraph 27 below) the sum of \$3,641,157 plus interest, which shall be compounded annually at a rate of 3.14% accruing from August 8, 2022, to the date of the payment (the "Settlement Amount"), in accordance with

instructions to be provided by the Financial Litigation Unit of the United States Attorney's Office for the Southern District of New York. Of the Settlement Amount, \$1,820,578 plus applicable interest constitutes restitution to the United States. Defendant Hourizadeh agrees that he shall not seek indemnification from any source with respect to any portion of the Settlement Amount.

4. Defendants agree to cooperate fully and truthfully with the United States' investigation of individuals and entities not released in this Stipulation. Upon reasonable notice, Defendants shall encourage, and agree not to impair, the cooperation of its directors, officers, and employees, and shall use its best efforts to make available, and encourage, the cooperation of former directors, officers, and employees for interviews and testimony, consistent with the rights and privileges of such individuals. Defendants further agree to furnish to the United States, upon request, complete and unredacted copies of all non-privileged documents, reports, memoranda of interviews, and records in their possession, custody, or control concerning any investigation of the Covered Conduct that they have undertaken, or that has been performed by another on their 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 Defendants' 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 Defendants, 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 of Luchiano Visconti's current or former customs

brokers, including, but not limited to, Barsan Global Logistics, Inc. (“Barsan”) and Triways Logistics (USA) Inc. (“Triways”), from any claims that may be asserted by the United States relating to the Covered Conduct.

6. Defendants fully and finally release the United States, its agencies, officers, employees, servants, and agents from any claims (including attorneys’ fees, costs, and expenses of every kind and however denominated) that Defendants have 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 Defendants’ 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 release Defendants and all of their subsidiaries, affiliated entities, officers, directors, and current or former employees and corporate predecessors, successors and assigns, as well as all of their current and former officers, directors, employees, attorneys, shareholders and other agents, and Nourollah Nory Hourizadeh, Fariba Nikrooz Hourizadeh, Jennifer Hourizadeh, and Sheba Hourizadeh (together, the “Defendant Releasees”), from any and all manner of claims, proceedings, liens, and causes of action of any kind or description that Relator has against Defendant Releasees related to or arising from the Relator Complaint; provided, however, that nothing in this Stipulation shall preclude Relator from seeking to recover his reasonable expenses and attorneys’ fees and costs from Defendants pursuant to 31 U.S.C. § 3730(d). Relator and

Defendants agree that, should the parties be unable to reach an agreement on amounts for reasonable expenses, attorneys' fees, and costs pursuant to 31 U.S.C. § 3730(d), Relator may file a motion for attorneys' fees, costs, and expenses within 90 days of the Effective Date, or within such longer period that is agreed by Relator and Defendants and approved by the Court.

8. In consideration of the execution of this Stipulation by Relator and the Relator's release as set forth in Paragraph 7 above, Defendants, including their heirs, successors, subsidiaries, predecessors, affiliates, and corporate successors and assigns, as well as their attorneys and other agents (collectively, "Defendants Releasers"), release Relator, including all of his heirs, successors, attorneys, agents, and assigns (collectively, "Relator Releasees") from any and all manner of claims, proceedings, liens, and causes of action of any kind or description that Defendants have against Relator Releasees 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 the suspension and 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, except for Hourizadeh.

10. Defendants shall be in default of this Stipulation if Defendants fail to make the required payment set forth in Paragraph 3 above on or before the due date for such payment, or if Defendants fail to comply materially with any other term of this Stipulation that applies to Defendants (“Default”). The Government will provide a written Notice of Default to Defendants of any Default in the manner set forth in Paragraph 26 below. Defendants 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 Defendants fail 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, Defendants shall agree to the entry of a consent judgment in favor of the United States against Defendants in the amount of the Settlement Amount as attached hereto as Exhibit A. Defendants also agree that the United States, at its sole discretion, may (i) retain any payments previously made, rescind this Stipulation, and reinstate the claims asserted against Defendants in the Government Complaint, or bring any civil and/or administrative claim, action, or proceeding against Defendants for the claims that would otherwise be covered by the release provided in Paragraph 5 above, with any recovery reduced by the amount of any payments previously made by Defendants 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 Defendants and/or affiliated companies by any department, agency, or agent of the United States at the time of Default or subsequently; and/or

(iv) exercise any other right granted by law, or under the terms of this Stipulation, or recognizable at common law or in equity. The United States shall be entitled to any other rights granted by law or in equity by reason of Default, including referral of this matter for private collection. In the event the United States pursues a collection action, Defendants agree 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, Defendants waive and agree 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 Defendants 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 December 3, 2018. Defendants agree 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. Defendants, having truthfully admitted to the Admitted Conduct set forth in Paragraph 2 hereof, agree they shall not, through their 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 Defendants, their 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 Defendants that it has determined that Defendants have made a Contradictory Statement. Upon receiving notice from the Government, Defendants may cure the violation by repudiating the Contradictory Statement in a press release or other public statement within four business days. If Defendants learn of a potential Contradictory Statement by their attorneys, agents, officers, or employees, Defendants 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 Defendants for the purpose of this Stipulation, or whether Defendants 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, Defendants 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. Defendants waive and shall not assert any defenses that they 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, Defendants acknowledge the following:

- a. Luchiano Visconti 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 Defendants, 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 Defendants were 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 Defendants' 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, Defendants 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 Defendants' debts, or to adjudicate Defendants as bankrupt or insolvent, or seeking appointment of a

receiver, trustee, custodian, or other similar official for Defendants or for all or any substantial part of Defendants' assets:

- (1) the United States may rescind the releases in this Stipulation and bring any civil and/or administrative claim, action, or proceeding against Defendants 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 Luchiano Visconti in the amount of \$3,641,157, less any payments received pursuant to the Stipulation, provided, however, that such payments are not otherwise avoided and recovered from the United States by Defendants, a receiver, trustee, custodian, or other similar official for Defendants; and
  - (3) if any payments are avoided and recovered by Defendants, a receiver, trustee, custodian, or similar official for Defendants, Relator shall, within thirty days of written notice from the United States to the undersigned Relator's counsel, return any portions of such payments already paid by the United States to Relator.
- f. Defendants agree 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. Defendants 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). Defendants waive 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 Defendants that the releases have been rescinded pursuant to this paragraph, except to the extent such defenses were available on December 3, 2018.

15. 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 Defendants and their present or former officers, directors, employees, shareholders, and agents in connection with:

- (1) the matters covered by this Stipulation;
- (2) the United States' audit(s) and civil investigation(s) of the matters covered by this Stipulation;
- (3) Defendants' investigation, defense, and corrective actions undertaken in response to the United States' audit(s) and civil 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 Defendants make to the United States pursuant to this Agreement and any payments that Defendants 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 Defendants, and Defendants 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, Defendants shall identify and repay by adjustment to future claims for payment or otherwise any Unallowable Costs included in payments previously sought by Defendants or any of its subsidiaries or affiliates from the United States. Defendants agree that the United States, at a minimum, shall be entitled to recoup from Defendants 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 Defendants' books and records and to disagree with any calculations submitted by Defendants or any of its subsidiaries or affiliates regarding any Unallowable Costs included in payments previously sought by Defendant, or the effect of any such Unallowable Costs on the amount of such payments.

16. 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.

17. 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 Defendants, pursuant to 31 U.S.C. § 3730(d).

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. This Stipulation is binding on Defendants' successors, transferees, heirs, and assigns.

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

25. 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.

26. 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:

Charles S. Jacob  
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: charles.jacob@usdoj.gov

TO DEFENDANTS:

Todd Harrison  
McDermott Will & Emory LLP  
One Vanderbilt Avenue  
New York, NY 10017  
Email: Tdharrison@mwe.com

copies to: Luchiano Visconti  
510 Ocean Parkway  
East Rockaway, New York 11518  
sasha@luchianovisconti.com

TO RELATOR:

Mark A. Strauss  
Mark A. Strauss Law, PLLC  
590 Madison Ave., 21st Floor  
New York, NY 10022  
Email: mark.strauss@markastrausslaw.com

27. The effective date of this Stipulation is the date upon which the Stipulation is approved by the Court (the “Effective Date”).

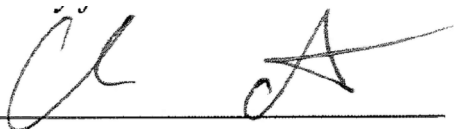
Agreed to by:

**THE UNITED STATES OF AMERICA**

Dated: August 9, 2022

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

By:

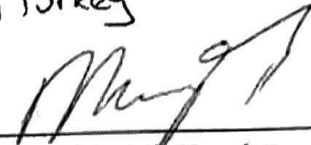
A handwritten signature in black ink, appearing to be 'C. S. Jacob', written over a horizontal line.

Charles S. Jacob  
Assistant United States Attorney  
86 Chambers Street, Third Floor  
New York, New York 10007  
Tel.: (212) 637-2725  
Fax: (212) 637-2702  
*Attorney for the United States of America*

**RELATOR**

Dated: 09 August 2022, Istanbul, Turkey

By:

  
Mehmet Mustafa Karadağ  
Relator

Dated: New York, New York

Aug 9, 2022

Mark A. Strauss Law, PLLC


By:



Mark A. Strauss  
Mark A. Strauss Law, PLLC  
590 Madison Ave., 21st Floor  
New York, NY 10022  
Email: [mark.strauss@markaStrausslaw.com](mailto:mark.strauss@markaStrausslaw.com)  
Attorney for Relator Mehmet Mustafa  
Karadağ

**DEFENDANT LUCHIANO VISCONTI LOUTIE LLC D/B/A LUCHIANO VISCONTI**

Dated: New York, New York  
August 9, 20 22

By:   
\_\_\_\_\_  
Sasha Hourizadeh, on behalf of  
Luchianto Visconti Loutie, LLC

Dated: New York, New York  
August 9, 20 22

McDermott Will & Emery LLP

By: /s/ Todd Harrison  
\_\_\_\_\_  
Todd Harrison  
1 Vanderbilt Avenue  
New York, New York 10017  
(212) 547-5400  
[tdharrison@mwe.com](mailto:tdharrison@mwe.com)

*Attorneys for Defendant Luchiano Visconti  
Loutie LLC d/b/a Luchiano Visconti*

**DEFENDANT SASHA HOURIZADEH**

Dated: New York, New York  
August 9, 2022

By:

  
\_\_\_\_\_  
Sasha Hourizadeh

Dated: New York, New York  
August 9, 2022


McDermott Will & Emery LLP

By:

/s/ Todd Harrison  
Todd Harrison  
1 Vanderbilt Avenue  
New York, New York 10017  
(212) 547-5400  
[tdharrison@mwe.com](mailto:tdharrison@mwe.com)

*Attorneys for Defendant Luchiano Visconti  
Loutie LLC d/b/a Luchiano Visconti*

SO ORDERED:

A handwritten signature in black ink, reading "P. Kevin Castel". The signature is written in a cursive style with a large initial "P".

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P. Kevin Castel  
United States District Judge  
New York, NY

Dated: August 10, 2022