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 UNITED STATES OF AMERICA

16 UNITED STATES DISTRICT COURT  
 17 FOR THE CENTRAL DISTRICT OF CALIFORNIA

18 UNITED STATES OF AMERICA,

19 Plaintiff,

20 v.

21 REAL PROPERTY LOCATED IN NEW  
 YORK, NEW YORK,

22 Defendant.

23 \_\_\_\_\_  
 24 PARK LAUREL ACQUISITION LLC,

25 Claimant.  
 26

No. 2:16-CV-05371-DSF (PLAx)

**STIPULATION AND REQUEST TO ENTER  
 CONSENT JUDGMENT OF FORFEITURE**

[The [PROPOSED] Consent Judgment  
 Lodged Contemporaneously Herewith  
 Is Dispositive of This Action]

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1           **I.     INTRODUCTION**

2           By the signatures of their counsel hereunder, Plaintiff United  
3 States of America ("United States" or "the government") and Park  
4 Laurel Acquisition LLC (the "Claimant") (collectively, the  
5 "Parties"), respectfully request that the Court enter the [Proposed]  
6 Consent Judgment of Forfeiture lodged contemporaneously herewith, to  
7 carry into effect the terms of this stipulation (the "Stipulation"),  
8 which is dispositive of this action.

9           Nothing in this Stipulation or the [Proposed] Consent Judgment  
10 is intended to be or constitutes an admission of fault, wrongdoing,  
11 liability, or guilt on the part of the Claimant or its beneficial  
12 owner, Riza Shahriz Bin Abdul Aziz, nor can this Stipulation or the  
13 [Proposed] Consent Judgment be admissible against Mr. Aziz, the  
14 Claimant, or any of the claimants in the Other Actions (as that term  
15 is defined below) in any proceeding as evidence of any of the  
16 allegations set out in the operative complaints in this case or the  
17 Other Actions. Upon entry of the [Proposed] Consent Judgment, the  
18 U.S. Attorney's Office for the Central District of California and the  
19 United States Department of Justice, Criminal Division, acknowledge  
20 and agree that they shall be bound by the terms of the [Proposed]  
21 Consent Judgment and the doctrines of res judicata and collateral  
22 estoppel. The entry of the [Proposed] Consent Judgment shall resolve  
23 all of the government's civil, criminal, and administrative asset  
24 forfeiture actions or proceedings relating to the defendant Real  
25 Property Located in New York, New York (the "Defendant Asset") in  
26 this and the Other Actions. Nothing in this Stipulation or  
27 [Proposed] Consent Judgment constitutes a waiver or release by the  
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1 government of criminal claims, except for the asset forfeiture claims  
2 related to the Defendant Asset.

3 **II. PROCEDURAL HISTORY**

4 This action was commenced on July 20, 2016 against the Defendant  
5 Asset. The government gave notice of the action as required by Rule  
6 G of the Supplemental Rules for Admiralty and Maritime Claims and  
7 Asset Forfeiture Actions, and the Local Rules of this Court.

8 Claimant filed a timely claim for the Defendant Asset. No other  
9 claims were filed, and the time for filing claims has expired.

10 Entry of the [Proposed] Consent Judgment will resolve all claims of  
11 Claimant with respect to the Defendant Asset and is dispositive of  
12 this action.

13 On August 21, 2019, this Court entered an Order authorizing an  
14 interlocutory sale of the Defendant Asset. (DN 97.)

15 **III. JURISDICTION AND TERMS**

16 **A. Jurisdiction**

17 The Parties agree that this Court has jurisdiction over the  
18 Parties and this action for purposes of this Stipulation. The  
19 Parties further agree that the allegations set out in the operative  
20 complaint, if assumed to be true, are sufficient to establish a basis  
21 for forfeiture of the Defendant Asset. However, nothing contained in  
22 this Stipulation or the [Proposed] Consent Judgment is intended or  
23 should be interpreted as an admission of fault, guilt, liability  
24 and/or any form of wrongdoing by Claimant. Notwithstanding any other  
25 provision of this Stipulation or the [Proposed] Consent Judgment, the  
26 forfeiture of the Defendant Asset does not constitute a fine,  
27 penalty, or punitive damages. All potential claimants to the  
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1 Defendant Asset, other than Claimant, are deemed to have admitted the  
2 allegations of the Complaint for purposes of this action only.

3 **B. Terms**

4 The Parties, collectively and individually, and with the  
5 authority and intent of their respective predecessors, assigns,  
6 subsidiaries, parent companies, and affiliated entities, have entered  
7 into this Stipulation in order to reach an agreement that forever  
8 resolves this Action. Similar (and related) Stipulations and  
9 [Proposed] Judgments between the government and the Claimant or  
10 related entities in the following actions (collectively the "Other  
11 Actions") are being filed contemporaneously in that action:

- 12 1. United States v. Real Property Located in New York, New York,  
13 No 16-cv-05371-DSF-PLA (C.D. Cal.). The claimant in this  
14 action is Park Laurel Acquisition LLC;
- 15 2. United States v. Real Property Located in Beverly Hills,  
16 California, No 16-cv-05377-DSF-PLA (C.D. Cal.). The claimant  
17 in this action is 912 North Hillcrest Road (BH), LLC;
- 18 3. United States v. Real Property in London, United Kingdom,  
19 owned by Qantas Holdings, No 16-cv-05380-DSF-PLA (C.D. Cal.).  
20 The claimant in this action is Qantas Holdings Limited.
- 21 4. United States of America v. One Metropolis Poster, No 17-cv-  
22 04440-DSF-PLA (C.D. Cal.). The claimants in this action are  
23 Riza Shahriz Bin Abdul Aziz and Red Granite Pictures, Inc.
- 24 5. United States of America v. Up To \$28,174,145.52 In  
25 Huntington National Bank Escrow Account Number '7196; et al.,  
26 No. 19-cv-1327-DSF-PLA. The claimant in this action is Red  
27 Granite Investment Holdings, LLC.

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1           The [Proposed] Consent Judgment provides that in consideration  
2 of the government's release of the total sum of USD \$215,000.00,  
3 without interest (the "Released Funds"), the claimants in this and  
4 the Other Actions shall forfeit to the government any right, title or  
5 interest in the Defendant Asset and the defendant assets in the Other  
6 Actions, and no other right, title or interest shall exist therein,  
7 provided, however, that (unless the parties agree otherwise in  
8 writing) Claimant and the claimants in the Other Actions shall have  
9 the right to withdraw from this Stipulation within 30 days of its  
10 filing with the Court, by written notice filed on the docket in this  
11 and the Other Cases. The parties respectfully ask the Court not to  
12 enter the [Proposed] Consent Judgment for 30 days from the filing of  
13 this Stipulation. In the event that Claimant and/or the claimants in  
14 the Other Actions timely withdraws from this Stipulation, they shall  
15 be permitted to assert their claims to the Defendant Asset and the  
16 defendant assets in the Other Actions as if this Stipulation had  
17 never been entered into, notwithstanding the entry of the [Proposed]  
18 Consent Judgment.<sup>1</sup>

19           The government shall dispose of the Defendant Asset according to  
20 law. The Defendant Asset has not been sold to date. As such, the  
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22 <sup>1</sup> This delay in entering the [Proposed] Consent Judgment and  
23 Claimant's right to withdraw from this Stipulation arises because  
24 there are separate proceedings involving the government of Malaysia  
25 that may be impacted by the filing of this Stipulation. The Parties  
26 anticipate that Claimant will continue to be willing to consent to  
27 the final entry of the [Proposed] Consent Judgment, but recognize  
28 that that continued willingness depends on what actually happens in  
the Malaysian proceedings. If it becomes appropriate for the Court  
to enter the [Proposed] Consent Judgment prior to the expiration of  
the 30 day period, the Parties will promptly notify the Court.

1 Parties stipulate and agree that the August 21, 2019 order  
2 authorizing an interlocutory sale (DN 97) should be vacated and the  
3 Defendant Asset forfeited pursuant to the terms of this Stipulation  
4 as set forth herein. The proceeds of any sale of the Defendant Asset  
5 shall be distributed as follows:

6 a. First, payment of all outstanding real property taxes, common  
7 charges, and property management fees;

8 b. Second, payment of all costs of escrow and sale, including  
9 real estate sales commissions and applicable fees triggered  
10 by the sale of the Defendant Asset, and any reasonable  
11 credits against the sale price requested by the buyer(s) and  
12 agreed to by the Parties;

13 c. Third, payment to any secured lienholders, whose security  
14 interests were recorded prior to the filing of the  
15 government's forfeiture complaint on the Defendant Asset.

16 d. Fourth, to the extent funds remain (the "net proceeds"), such  
17 net proceeds shall be forfeited to the United States of  
18 America subject to the terms of this Stipulation.

19 It is the present intention of the Parties that the Defendant  
20 Asset and the defendant assets in the Other Actions (or the net  
21 proceeds of their disposition) shall, if appropriate and authorized  
22 by law, be used for the benefit of the people of Malaysia after  
23 deduction of the government's associated costs, consistent with the  
24 government's prior practice in related cases. Claimant acknowledges  
25 that the disposition of the Defendant Asset (or the net proceeds of  
26 its disposition) is within the sole discretion of the United States  
27 Department of Justice.

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1           The Released Funds shall be paid to one or more account(s) as  
2 directed by Boies Schiller Flexner, LLP ("Boies Schiller"), who shall  
3 provide all information required to facilitate the payment, including  
4 personal identification information required by federal law or  
5 regulation, and complete all required documents. The payment of the  
6 Released Funds shall be made to Boies Schiller no later than 60 days  
7 from the entry of the [Proposed] Consent Order. The Released Funds  
8 shall be drawn from a portion of the funds held in the United States  
9 Marshals Service's Seized Asset Deposit Fund ("SADF"), arrested and  
10 held by the United States in connection with the defendant asset in  
11 United States of America v. Up To \$28,174,145.52 In Huntington  
12 National Bank Escrow Account Number '7196; et al., No. 19-cv-1327-  
13 DSF-PLA.

14           The government agrees that it shall not now nor in the future  
15 institute any action against Boies Schiller, or seek the seizure,  
16 freezing, return, forfeiture, or restraint of any kind of any of the  
17 Released Funds, nor any interest earned on the Released Funds, for  
18 any acts or omissions relating to the Released Funds preceding the  
19 date of its receipt of the Released Funds.

20           Claimant shall not contest or assist any other individual or  
21 entity in contesting the forfeiture -- administrative, civil judicial  
22 or criminal judicial -- of the Defendant Asset.

23           Claimant releases the United States of America, its agencies,  
24 agents, and officers, including employees and agents of the Federal  
25 Bureau of Investigation and Internal Revenue Service, from any and  
26 all claims, actions or liabilities arising out of or related to the  
27 seizure and retention of the Defendant Asset and the commencement of  
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1 this action, including any claim for attorneys' fees or costs which  
2 may be asserted on behalf of Claimant against the United States,  
3 whether pursuant to 28 U.S.C. § 2465 or otherwise. Claimant waives  
4 any rights it may have to seek remission or mitigation of the  
5 forfeiture of the Defendant Asset in this action.

6 The Parties stipulate and agree that the government may request  
7 production of documents and/or information relating to the Defendant  
8 Asset for purposes of management and liquidation, and that the  
9 Claimant shall make good faith efforts to produce any such documents  
10 and/or information in their possession, or otherwise request that  
11 third parties in possession of such documents and/or information make  
12 them readily available for the government's receipt.

13 Should any dispute arise about the interpretation of or  
14 compliance with the terms of this Stipulation or resulting Consent  
15 Judgment, the Parties shall attempt in good faith to resolve any such  
16 disputes. However, should the Parties be unable to resolve a dispute,  
17 either party may move the Court to resolve the dispute and to impose  
18 any remedy this Court deems necessary to enforce the terms of this  
19 Stipulation and [Proposed] Consent Judgment.

20 The Parties further stipulate and agree that the Court's entry  
21 of the [Proposed] Consent Judgment following the expiration of the 30  
22 day period discussed above shall constitute final and complete  
23 satisfaction of all claims asserted by the government and Claimant as  
24 relates to this action with respect to the Defendant Asset. Each of  
25 the Parties shall bear its own fees and costs in connection with the  
26 seizure, retention, and forfeiture of the Defendant Asset.

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1 Nothing in this Stipulation or the [Proposed] Consent Judgment  
2 is intended to or does abrogate or alter the terms of the March 2018  
3 consent judgment entered in case numbers 16-cv-5352-DSF-PLA (C.D.  
4 Cal.) and 17-cv-4439-DSF-PLA (C.D. Cal.). For the avoidance of  
5 doubt, and without limitation, the provisions of that consent  
6 judgment under the headings "Release of Property," "Surrender of  
7 Rights," "No Admission of Liability/No Tax Refund," "Release of Civil  
8 Claims," "Hold Harmless," "Third Parties Permitted to do Business"  
9 and "Payments by Third Parties" shall remain in full force and  
10 effect.

11 Dated: September 2, 2020

Respectfully submitted,

DEBORAH CONNOR  
Chief, MLARS

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23 Dated: September 2, 2020

          /s/(per e-mail confirmation)            
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