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UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA

UNITED STATES OF AMERICA, Plaintiff, v. REAL PROPERTY LOCATED IN NEW YORK, NEW YORK, Defendant. PARK LAUREL ACQUISITION LLC, Claimant.	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]

I. INTRODUCTION

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

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

government of criminal claims, except for the asset forfeiture claims related to the Defendant Asset.

II. PROCEDURAL HISTORY

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

Claimant filed a timely claim for the Defendant Asset. No other claims were filed, and the time for filing claims has expired. Entry of the [Proposed] Consent Judgment will resolve all claims of Claimant with respect to the Defendant Asset and is dispositive of this action.

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

III. JURISDICTION AND TERMS

A. Jurisdiction

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

Defendant Asset, other than Claimant, are deemed to have admitted the allegations of the Complaint for purposes of this action only.

B. Terms

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

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

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

The government shall dispose of the Defendant Asset according to law. The Defendant Asset has not been sold to date. As such, the

[1] This delay in entering the [Proposed] Consent Judgment and Claimant's right to withdraw from this Stipulation arises because there are separate proceedings involving the government of Malaysia that may be impacted by the filing of this Stipulation. The Parties anticipate that Claimant will continue to be willing to consent to the final entry of the [Proposed] Consent Judgment, but recognize 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.

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

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

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

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

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

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

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

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

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

Claimant releases the United States of America, its agencies, agents, and officers, including employees and agents of the Federal Bureau of Investigation and Internal Revenue Service, from any and all claims, actions or liabilities arising out of or related to the seizure and retention of the Defendant Asset and the commencement of

this action, including any claim for attorneys' fees or costs which may be asserted on behalf of Claimant against the United States, whether pursuant to 28 U.S.C. § 2465 or otherwise. Claimant waives any rights it may have to seek remission or mitigation of the forfeiture of the Defendant Asset in this action.

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

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

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

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

Dated: September 2, 2020

Respectfully submitted,

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Dated: September 2, 2020

/s/(per e-mail confirmation)
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