

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

UNITED STATES DISTRICT COURT

FOR THE CENTRAL DISTRICT OF CALIFORNIA

UNITED STATES OF AMERICA,

Plaintiff,

v.

REAL PROPERTY LOCATED IN LONDON,
UNITED KINGDOM, OWNED BY QENTAS
HOLDINGS,

Defendant.

No. CV 16-5380-DSF (PLAx)

CONSENT JUDGMENT OF FORFEITURE

**[This Consent Judgment is case-
dispositive]**

I. INTRODUCTION

1. Plaintiff United States of America ("United States" or "the government") and Qentas Holdings Limited (the "Claimant") (collectively, the "Parties"), have made a stipulated request for the entry of this Consent Judgment (the "Stipulation"), which is dispositive of this action.

2. Similar (and related) stipulations were filed by the government and the Claimant or related entities in the following actions (collectively the "Other Actions"):

- 1 1. United States v. Real Property Located in New York, New York,
2 No 16-cv-05371-DSF-PLA (C.D. Cal.). The claimant in this
3 action is Park Laurel Acquisition LLC;
- 4 2. United States v. Real Property Located in Beverly Hills,
5 California, No 16-cv-05377-DSF-PLA (C.D. Cal.). The claimant
6 in this action is 912 North Hillcrest Road (BH), LLC;
- 7 3. United States v. Real Property in London, United Kingdom,
8 owned by Qantas Holdings, No 16-cv-05380-DSF-PLA (C.D. Cal.).
9 The claimant in this action is Qantas Holdings Limited.
- 10 4. United States of America v. One Metropolis Poster, No 17-cv-
11 04440-DSF-PLA (C.D. Cal.). The claimants in this action are
12 Riza Shahriz Bin Abdul Aziz and Red Granite Pictures, Inc.
- 13 5. United States of America v. Up To \$28,174,145.52 In
14 Huntington National Bank Escrow Account Number '7196; et al.,
15 No. 19-cv-1327-DSF-PLA. The claimant in this action is Red
16 Granite Investment Holdings, LLC.

17 3. Nothing in the Stipulation or this Consent Judgment is
18 intended to be or constitutes an admission of fault, wrongdoing,
19 liability, or guilt on the part of the Claimant or its beneficial
20 owner, Riza Shahriz Bin Abdul Aziz, nor can this Consent Judgment or
21 the Parties' underlying Stipulation be admissible against Mr. Aziz,
22 the Claimant, or any of the claimants in the Other Actions in any
23 proceeding as evidence of any of the allegations set out in the
24 operative complaints in this case or the Other Actions. The U.S.
25 Attorney's Office for the Central District of California and the
26 United States Department of Justice, Criminal Division, shall be
27 bound by the terms of this Consent Judgment and the doctrines of res
28 judicata and collateral estoppel. The entry of this Consent Judgment

1 shall resolve all of the government's civil, criminal, and
2 administrative asset forfeiture actions or proceedings relating to
3 the defendant Real Property Located in London, United Kingdom, Owned
4 by Qantas Holdings (the "Defendant Asset") in this and the Other
5 Actions. Nothing in the Stipulation or this Consent Judgment
6 constitutes a waiver or release by the government of criminal claims,
7 except for the asset forfeiture claims related to the Defendant
8 Asset.

9 4. This action was commenced on July 20, 2016 against the
10 Defendant Asset.

11 **II. FINDINGS**

12 The Court, having considered the Stipulation of the Parties, and
13 good cause appearing therefor, HEREBY ORDERS, ADJUDGES AND DECREES:

14 **Jurisdiction**

15 5. For purposes of this Consent Judgment, this Court has
16 jurisdiction over the Parties and this action. The government gave
17 notice of the action as required by Rule G of the Supplemental Rules
18 for Admiralty and Maritime Claims and Asset Forfeiture Actions, and
19 the Local Rules of this Court. Claimant filed a timely claim for the
20 Defendant Asset. No other claims were filed, and the time for filing
21 claims has expired. Entry of this Consent Judgment will resolve all
22 claims of Claimant with respect to the Defendant Asset and is
23 dispositive of this action. If assumed to be true, the allegations
24 set out in the operative complaint are sufficient to establish a
25 basis for forfeiture of the Defendant Asset. However, nothing
26 contained in the Stipulation or this Consent Judgment is intended or
27 should be interpreted as an admission of fault, guilt, liability
28 and/or any form of wrongdoing by Claimant. Notwithstanding any other

1 provision of the Stipulation or this Consent Judgment, the forfeiture
2 of the Defendant Asset does not constitute a fine, penalty, or
3 punitive damages. All potential claimants to the Defendant Asset,
4 other than Claimant, are deemed to have admitted the allegations of
5 the Complaint for purposes of this action only.

6 **Terms**

7 6. Upon entry of this Consent Judgment, all right, title and
8 interest of Claimant in the Defendant Asset shall be forfeited to the
9 United States, and no other right, title, or interest shall exist
10 therein, unless otherwise provided in this Consent Judgment,
11 provided, however, that (unless the parties agree otherwise in
12 writing) Claimant and the claimants in the Other Actions had the
13 right to withdraw from the Stipulation within 30 days of its filing
14 with the Court, by written notice filed on the docket in this and the
15 Other Cases. In the event that this Consent Judgment is entered
16 prior to the expiration of that 30-day period, this Consent Judgment
17 shall not take effect until the date 30 calendar days from the filing
18 of the Stipulation. In the event that Claimant exercises its right
19 to withdraw from the Stipulation, it shall be permitted to assert its
20 claims to the Defendant Asset and the defendant assets in the Other
21 Actions as if this Consent Judgment had never been entered, and as if
22 the Stipulation had never been entered in to.

23 7. The government shall dispose of the Defendant Asset
24 according to law.

25 8. It is the present intention of the Parties that the
26 Defendant Asset and the defendant assets in the Other Actions (or the
27 net proceeds of their disposition) shall, if appropriate and
28 authorized by law, be used for the benefit of the people of Malaysia

1 after deduction of the government's associated costs, consistent with
2 the government's prior practice in related cases.

3 **Released Funds**

4 9. The government shall release the total sum of USD
5 \$215,000.00, without interest (the "Released Funds"), as described
6 below.

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

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

26 ///

27 ///

28

1 **Other Terms**

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

5 13. Should any dispute arise about the interpretation of or
6 compliance with the terms of the Stipulation or this Consent
7 Judgment, the Parties shall attempt in good faith to resolve any such
8 disputes. However, should the Parties be unable to resolve a dispute,
9 either Party may move the Court to resolve the dispute and to impose
10 any remedy this Court deems necessary to enforce the terms of this
11 Consent Judgment.

12 14. Each of the Parties shall bear its own fees and costs in
13 connection with the seizure, retention, and forfeiture of the
14 Defendant Asset.

15 15. Nothing in the Stipulation or this Consent Judgment is
16 intended to or does abrogate or alter the terms of the March 2018
17 consent judgment entered in case numbers 16-cv-5352-DSF-PLA (C.D.
18 Cal.) and 17-cv-4439-DSF-PLA (C.D. Cal.). For the avoidance of
19 doubt, and without limitation, the provisions of that consent
20 judgment under the headings "Release of Property," "Surrender of

21 ///

22 ///

23
24
25
26
27
28

1 Rights," "No Admission of Liability/No Tax Refund," "Release of Civil
2 Claims," "Hold Harmless," "Third Parties Permitted to do Business"
3 and "Payments by Third Parties" shall remain in full force and
4 effect.

5 IT IS SO ORDERED.

6 DATED: October 6, 2020

7 

8

Honorable Dale S. Fischer
9 UNITED STATES DISTRICT JUDGE

10 Presented by:

11 DEBORAH CONNOR
12 Chief, MLARS

13 NICOLA T. HANNA
14 United States Attorney

15 /s/Jonathan Galatzan
16 JONATHAN GALATZAN
17 Assistant United States Attorney
18 WOO S. LEE
19 Deputy Chief, MLARS

20 Attorneys for Plaintiff
21 UNITED STATES OF AMERICA
22
23
24
25
26
27
28