



1 Plaintiff and potential claimants Fang Zeng, HSBC Bank USA,  
2 N.A., and Hestter Investments, LLC ("potential claimants") have  
3 made a stipulated request for the entry of this Consent  
4 Judgment, resolving this action in its entirety.

5 The Court, having considered the stipulation of the  
6 parties, and good cause appearing therefor, **HEREBY ORDERS**  
7 **ADJUDGES AND DECREES:**

8 1. The government has given and published notice of this  
9 action as required by law, including Rule G of the Supplemental  
10 Rules for Admiralty or Maritime Claims and Asset Forfeiture  
11 Actions, Federal Rules of Civil Procedure, and the Local Rules  
12 of this Court. Potential claimants Fang Zeng, HSBC Bank USA,  
13 N.A., and Hestter Investments, LLC claim an interest in the  
14 defendant property, but have not filed claims in this case or  
15 answered the complaint. However, Fang Zeng, HSBC Bank USA,  
16 N.A., and Hestter Investments, LLC would have filed claims and  
17 answers in this case absent this agreement. No other statements  
18 of interest or answers have been filed, and the time for filing  
19 such statements of interest and answers has expired. This Court  
20 has jurisdiction over the parties to this judgment and the  
21 defendant property. Any potential claimants to the defendant  
22 property other than Fang Zeng, HSBC Bank USA, N.A., and Hestter  
23 Investments, LLC are deemed to have admitted the allegations of  
24 the complaint with respect to the defendant property.

25 2. The United States of America shall have judgment as to  
26 the defendant property, and, other than those interests  
27 recognized herein, no other person or entity shall have any  
28

1 right, title or interest therein. The legal description of the  
2 defendant property, which property has Assessor Parcel Number  
3 5769-009-030, is more fully described as follows:

4  
5 Lot 20, of Tract No. 52745, in the City of Arcadia,  
6 County of Los Angeles, State of California, as per map  
7 recorded in Book 1252 pages 43 to 46, inclusive of  
8 Maps, in the Office of the County Recorder in said  
9 county.

10 Excepting and reserving therefrom, for the benefit of  
11 grantor, its successors and assigns, together with the  
12 right to grant and transfer all or a portion of the  
13 same, as follows:

14 Non-exclusive easements for ingress, egress,  
15 utilities, drainage, landscape and for other purposes,  
16 and easements and rights as reserved to grantor as  
17 declarant as defined and described in the declaration  
18 of covenants, conditions and restrictions and  
19 reservation of easements for Anoakia Estates  
20 Homeowners Association and all supplementary  
21 declarations thereto, and any amendments thereto (the  
22 "Declaration"), as supplemented and amended.

23 3. The United States is hereby authorized to remove any  
24 occupants and/or personal property remaining on the defendant  
25 property thirty days after the giving of written notice to any  
26 occupants of the defendant property without further order of  
27 this Court. The United States shall thereafter sell the  
28 property. The proceeds of the sale shall be distributed in the  
following priority, to the extent proceeds are available:

- a. To the United States for its reasonable and customary costs and expenses of the sale (e.g. title company costs, broker fees, and related closing costs);

- 1           b.    To the Los Angeles County Assessor and Tax  
2                    Collector of all unpaid real property taxes  
3                    assessed against the defendant property to the  
4                    date of entry of the Judgment of Forfeiture;
- 5           c.    To HSBC Bank as follows:
- 6                    i.    All unpaid principal and interest due under  
7                            the Note which is secured by the Deed of  
8                            Trust recorded as Instrument No. 2011-  
9                            1333897 against the defendant property  
10                            identifying HSBC Bank as beneficiary, as of  
11                            the date of the closing with respect to  
12                            Plaintiff's sale of the defendant property;  
13                            and
- 14                    ii.   All other fees, costs and advances as  
15                            provided under the terms of the Note and  
16                            Deed of Trust, as of the date of the closing  
17                            with respect to Plaintiff's sale of the  
18                            defendant property. These fees, costs and  
19                            advances include, but are not limited to,  
20                            fees, advances or costs for property taxes,  
21                            insurance (including for hazard insurance),  
22                            reasonable attorney fees and costs and fees  
23                            and costs incurred in protecting  
24                            HSBC's security interest;
- 25           d.    To Hestter Investment, LLC as follows:
- 26                    i.    All unpaid principal and interest due under  
27                            the Note which is secured by the Deed of  
28                            Trust recorded as Instrument No. 2016-

1 1226094 against the defendant property  
2 identifying Val-Chris Investments, Inc. as  
3 beneficiary (such interest being thereafter  
4 assigned to Hestter Investment, LLC), as of  
5 the date of the closing with respect to  
6 Plaintiff's sale of the defendant property;  
7 and

8 ii. All other fees, costs and advances as  
9 provided under the terms of the Note and  
10 Deed of Trust, as of the date of the closing  
11 with respect to Plaintiff's sale of the  
12 defendant property. These fees, costs and  
13 advances include, but are not limited to,  
14 fees, advances or costs for property taxes,  
15 insurance (including for hazard insurance),  
16 reasonable attorney fees and costs and fees  
17 and costs incurred in protecting  
18 Hestter's security interest; and

19 e. The balance shall be paid and forfeited to the  
20 United States of America, and such funds shall be  
21 disposed of according to law.

22 4. Potential claimants have agreed to release the United  
23 States of America, its agencies, agents, and officers, including  
24 employees and agents of the Federal Bureau of Investigation,  
25 from any and all claims, actions or liabilities arising out of  
26 or related to this action, including, without limitation, any  
27 claim for attorneys' fees, costs or interest which may be  
28

1 asserted on behalf of potential claimants against the United  
2 States, whether pursuant to 28 U.S.C. § 2465 or otherwise.  
3 Potential claimants have also waived any rights they may have to  
4 seek remission or mitigation of the forfeiture. Nothing in this  
5 Consent Judgment is intended as, nor should anything in this  
6 Consent Judgment be interpreted as an admission by potential  
7 claimants of any liability or wrongdoing.

8         5. The court finds that there was reasonable cause for the  
9 institution of these proceedings pursuant to 28 U.S.C.  
10 § 2465. This judgment constitutes a certificate of reasonable  
11 cause pursuant to 28 U.S.C. § 2465.



12  
13 DATED: September 6, 2017

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14 THE HONORABLE MICHAEL W. FITZGERALD  
15 UNITED STATES DISTRICT JUDGE

16 Prepared by:

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