

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

UNITED STATES OF AMERICA,

Plaintiff,

Civil No. 2:13-cv-13596-RHC-MKM

vs.

Honorable Robert H. Cleland

ONE MILLION SIX HUNDRED
SEVENTY THOUSAND AND EIGHTY
DOLLARS (\$1,670,080.00) SEIZED
FROM AN INTERBANK ACCOUNT
MAINTAINED AT HSBC USA N.A.,
NEW YORK, NEW YORK, BY HSBC
BANK MIDDLE EAST LIMITED,
RAMALLAH, PALESTINE, WHICH SUM
REFLECTS CERTAIN FUNDS DEPOSITED
INTO HSBC BANK MIDDLE EAST LIMITED,
RAMALLAH, PALESTINE, ACCOUNT
NO. 011-005444-087

Defendant *in rem*.

_____ /

**STIPULATED CONSENT JUDGMENT
AS TO SIX HUNDRED NINETY SIX THOUSAND NINE HUNDRED TWO
DOLLARS AND THIRTEEN CENTS (\$696,902.13) OF THE
DEFENDANT IN REM**

NOW COMES the Plaintiff, the UNITED STATES OF AMERICA
(hereinafter the "United States"), by and through its counsel, BARBARA L.
McQUADE, United States Attorney, and GJON JUNCAJ, Assistant United States
Attorney, and Claimant HSBC BANK MIDDLE EAST LIMITED, RAMALLAH,

PALESTINE (hereinafter “HBME”), by and through its attorneys, RICHARD E. ZUCKERMAN and DOUGLAS GREENBURG, who enter into this Stipulated Consent Judgment as to Six Hundred Ninety Six Thousand Nine Hundred Two Dollars And Thirteen Cents (\$696,902.13) of the Defendant *in Rem* as evidenced by their signatures below, under the terms and conditions hereinafter set forth:

WHEREAS, the Defendant *In Rem*, captioned above and described as the following:

One Million Six Hundred Seventy Thousand and Eighty Dollars (\$1,670,080.00) seized from an interbank account maintained at HSBC USA N.A., New York, New York, by HSBC Bank Middle East Limited, Ramallah, Palestine, which sum reflects certain funds deposited into HSBC Bank Middle East Limited, Ramallah, Palestine, account No. 011 005444 087, in the name of Waleed M. Yaghmour (hereinafter “Defendant *In Rem*”);

was seized by agents of the United States pursuant to a federally authorized seizure warrant issued by the United States District Court for the Eastern District of Michigan and served on HSBC USA NA on or about March 19, 2013;

WHEREAS, on August 20, 2013, a Complaint for Forfeiture was filed in this case alleging that the Defendant *In Rem* is subject to forfeiture to the United States pursuant to 18 U.S.C. § 981(k), 21 U.S.C. § 881(a)(6) and/or 18 U.S.C.

§ 981(a)(1)(C) because it constitutes or is derived from the proceeds of narcotics crimes in violation 21 U.S.C. §§ 841, 846 and/or health care fraud, in violation of 18

U.S.C. §§ 1347, 1349, and that the Defendant *In Rem* is also subject to forfeiture to the United States pursuant to 18 U.S.C. §§ 981(k) and 981(a)(1)(A) because it is property involved in money laundering transactions in violation of 18 U.S.C. § 1956(a)(1)(B)(i) and 1957;

WHEREAS, on August 20, 2013, the Court issued a Warrant of Arrest and Notice *In Rem* as to the Defendant *In Rem*;

WHEREAS, on September 16, 2013, HBME filed a Claim For Relief Against Forfeiture, seeking the return of \$696,912.13 of the Defendant *In Rem*, an amount HBME claims reflects the difference between the Defendant *In Rem* and \$973,177.87, the balance remaining in HBME Account No. 011-00544-087 (held for the benefit of Waleed M. Yaghmour) at the time the seizure warrant was served;

WHEREAS, HBME has provided the United States with evidence substantiating that there was a total of \$973,177.87 on deposit in HBME Account No. 011-00544-087 at the time the seizure warrant was served;

WHEREAS, pursuant to 18 U.S.C. § 981(k)(4)(B)(ii)(II) and relying on HBME's representations and evidence submitted, the United States is satisfied that a preponderance of evidence shows that HBME had discharged part of its obligation to the owner of HBME Account No. 011-00544-087 and that, therefore, \$696,902.13 of the seized funds were owned by HBME before the seizure warrant

was served;

WHEREAS, on October 16, 2013, Waleed Yaghmour filed a claim to \$973,177.87 of the Defendant *In Rem* but did not claim the \$696,902.13 portion of the Defendant *In Rem* subject to this Stipulation and claimed by HBME;

NOW, THEREFORE, conditioned upon the veracity of HBME's representations and evidence submitted to the United States, the United States and HBME stipulate as follows:

1. The undersigned individuals signing this Stipulation on behalf of the United States and on behalf of the HSBC Bank Middle East Limited, Ramallah, Palestine represent and warrant that they are authorized to execute this Stipulation.

2. To correct a technical error, HBME hereby amends its Claim For Relief Against Forfeiture (dkt. #8) to claim the amount of \$696,902.13 of the Defendant *in Rem*. The United States and HBME agree that the amount of \$696,902.13 reflects the difference between the Defendant *in Rem* (\$1,670,080.00) and the amount remaining in account HBME Account No. 011-00544-087 at the time relevant seizure warrant was served (\$977,177.87).

3. For the reasons set forth in the whereas clauses above, the United States agrees to return the amount of \$696,902.13 of the Defendant *in Rem* to HBME. Following entry of this Stipulation and Order and receipt by the U.S.

Attorney's Office, and after HBME's attorneys have supplied Automated Clearing House (ACH) information to the government for electronic fund transfer, the U.S. Department of Treasury or its delegate shall disburse the funds through the Electronic Payment System (EPS). Funds will only be disbursed after the U.S. Attorney's Office has received the ACH information required for electronic deposit of the funds into the designated account.

4. This Stipulation constitutes the entire agreement between the United States and HBME, and is made without prejudice to any claim the United States or HBME has with respect to the remaining \$973,177.87 plus accrued interest of the Defendant *In Rem* not released pursuant to this Stipulation.

5. In the event the United States becomes aware that HBME has intentionally misrepresented the extent to which it has discharged its obligations to the owner of HBME Account No. 011-00544-087, then the United States may, at its option (1) be released from all of its obligations under this Stipulation; and (2) may seek to forfeit an equivalent amount of funds representing the amount for which HSBC Bank Middle East Limited has not discharged its obligation to the owner of HBME Account No. 011-00544-087 prior to the service of the seizure warrant on March 19, 2013.

6. HBME agrees to release and forever discharge the United States and

its officers, agents, attorneys, employees, and representatives from any and all claims, causes of action, liability and damages, including claims for attorney's fees or costs, and claims asserting a violation of constitutional, statutory, regulatory or common law duties, arising out of or in connection with the restraint and seizure of \$696,902.13 of the Defendant *In Rem* from the interbank account of HBME which was maintained at HSBC USA NA.

7. The parties agree that the terms of this Stipulation constitute the entire agreement between the United States and HBME and that no other promises or agreements or representations exist. This Stipulation may not be amended except by written consent of the parties and order of the Court.

8. The parties agree that each party shall bear its own costs and attorney's fees in this matter.

WHEREFORE, the parties stipulate to entry of this Stipulated Consent Judgment.

APPROVED AS TO SUBSTANCE AND FORM:

BARBARA L. McQUADE
United States Attorney

Date: January 16, 2014

s/ Gjon Juncaj
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HSBC BANK MIDDLE EAST LIMITED
By its attorneys,

Date: January 15, 2014

s/ Richard E. Zuckerman
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OF COUNSEL:

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555 Eleventh Street, NW
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Washington, D.C. 20004-1304

STIPULATED CONSENT JUDGMENT

IT IS SO ORDERED.

Dated: January 17, 2014

s/Robert H. Cleland
HONORABLE ROBERT CLELAND
United States District Court Judge

its officers, agents, attorneys, employees, and representatives from any and all claims, causes of action, liability and damages, including claims for attorney's fees or costs, and claims asserting a violation of constitutional, statutory, regulatory or common law duties, arising out of or in connection with the restraint and seizure of \$696,902.13 of the Defendant *In Rem* from the interbank account of HBME which was maintained at HSBC USA NA.

7. The parties agree that the terms of this Stipulation constitute the entire agreement between the United States and HBME and that no other promises or agreements or representations exist. This Stipulation may not be amended except by written consent of the parties and order of the Court.

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APPROVED AS TO SUBSTANCE AND FORM:

Date: January 16, 2014

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HSBC BANK MIDDLE EAST LIMITED
By its attorneys,

Date: January 15, 2014

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STIPULATED CONSENT JUDGMENT

IT IS SO ORDERED.

Dated:

HONORABLE ROBERT H. CLELAND
United States District Court Judge