TRACY L. WILKISON
United States Attorney
SCOTT M. GARRINGER
Assistant United States Attorney
Chief, Criminal Division
JONATHAN GALATZAN
Assistant United States Attorney
Chief, Asset Forfeiture Section
DAN G. BOYLE (Cal Bar No. 332518)
Assistant United States Attorney
Federal Courthouse, 14th Floor
312 North Spring Street
Los Angeles, California 90012
Telephone: (213) 894-2426
Facsimile: (213) 894-0142
E-mail: Daniel.Boyle2@usdoj.gov

Attorneys for Plaintiff
UNITED STATES OF AMERICA

UNITED STATES DISTRICT COURT

FOR THE CENTRAL DISTRICT OF CALIFORNIA

WESTERN DIVISION

UNITED STATES OF AMERICA, Plaintiff, v. RICHARD AYVAZYAN, Aka "Richard Avazian" and "Iuliia Zhadko," et al., Defendants.	No. CR 20-00579-SVW STIPULATION RECOGNIZING LIEN OF ENCORE SERIES COMMUNITY INC. IN REAL PROPERTY LOCATED IN PALM DESERT, CALIFORNIA, WITH ASSESSOR'S PARCEL NUMBER: 694-331-008

Plaintiff United States of America ("Plaintiff") and Encore Series Community Inc. ("Encore") hereby stipulate and agree to the following:

1. On March 9, 2021, the Plaintiff filed a First Superseding Indictment including an allegation of forfeiture in regard to the real property located at 74203 Anastacia Lane, Palm Desert,

California 92211, with Assessor's Parcel Number: 694-331-008 (the "Subject Property").

2. On or about September 1, 2020, Encore began assessing homeowner association ("HOA") fees in the amount of $75.00 per month, and $18.00 per month in late fees to titled owner Viktoria Kauichko, aka Marietta Terabelian.

3. On or about December 1, 2021, Plaintiff was informed by Encore the HOA fees were delinquent in the amount of $2,759.00.

4. Encore holds a valid pre-existing lien on the Subject Property, which lien is not contested by Plaintiff.

5. The parties agree that upon the sale of the Subject Property, Plaintiff will remit to Encore the amount of $2,759.00 plus fees accruing after November 16, 2021, at $93.00 per month and any related costs accruing after November 16, 2021, which shall not exceed $1,000.00, which will be a total satisfaction of Encore's lien.

6. The parties agree to execute further documents, to the extent necessary, to convey clear title to the Subject Property to Plaintiff and to further implement the terms of this Stipulation.

7. The terms of this Stipulation are contingent upon sale of the Subject Property to Plaintiff.

8. Plaintiff and Encore agree that upon the sale of the Subject Property, the funds generated by the sale shall be distributed in the following order of priority, if available:

a. First, payment of all costs of sale, including applicable fees triggered by the sale of the Palm Desert Real Property and actual costs incurred by the government in preparing the Palm Desert Real Property for sale, to include all expenses for

transportation, storage, maintenance, repair, administrative and sales commission fees, which shall be deducted from the gross proceeds of sale;

b. Second, to the extent sufficient sale funds are available, the amount of the first lien due to United Wholesale Mortgage or MERS shall be paid to United Wholesale Mortgage or MERS by electronic transfer. United Wholesale Mortgage or MERS shall provide all information and complete all documents requested by the government to facilitate the payment;

c. Third, to the extent sufficient sale funds are available, to Encore in the amount of $2,759.00 plus fees accruing after November 16, 2021, at $93.00 per month and related costs accruing after November 16, 2021, which shall not exceed $1,000.00, which will be a total satisfaction of Encore's lien.

d. Fourth, to the extent funds remain (the "net proceeds"), such funds shall constitute the substitute res subject in this forfeiture action in place of the defendants sold.

9. The payments to Encore described above in paragraphs 8(c) from the sales proceeds of the Subject Property shall be in full settlement and satisfaction of any and all claims by Encore to the Subject Property and against Plaintiff resulting from the incidents or circumstances giving rise to this lawsuit.

10. Upon payment, Encore agrees to provide such documents reasonably necessary to release its security interest to the United States via recordable documents and to release and hold harmless the Plaintiff, and any agents, servants, and employees of the government (or any state or local law enforcement agency) acting in their individual or official capacities, from any and all claims which

currently exist or which may arise as a result of the government's action against the Subject Property.

11. Encore hereby agrees not to pursue against the Plaintiff any other rights that it may have under the Deed of Trust, including, but not limited to, the right to initiate a judicial or non-judicial foreclosure action, without the consent of the United States Attorney's Office or this Court.

12. Encore understands and agrees that by entering into this stipulation, it waives any right to further litigate against Plaintiff its interest in the Subject Property. Unless specifically directed by order of this Court, Encore is hereby excused and relieved from further participation in this action.

13. The Court will retain jurisdiction to resolve any issues with respect to the parties' performance under this Stipulation.

///

///

This Stipulation is binding upon Encore and its successors and assigns.

SO STIPULATED.

DATED: December 27, 2021

TRACY L. WILKISON
United States Attorney
SCOTT M. GARRINGER
Assistant United States Attorney
Chief, Criminal Division
JONATHAN GALATZAN
Assistant United States Attorney
Chief, Asset Forfeiture Section

/s/Dan G.Boyle
DAN G. BOYLE
Assistant United States Attorney

Attorneys for Plaintiff
United States of America

DATED: December 25, 2021

KAREN RIESS
HOA President
and Authorized Representative
for Encore Series Community Inc.