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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 PRIVATE MONEY SOLUTIONS, INC. AND GREGORY SHIRIN IN REAL PROPERTY LOCATED AT 4910 TOPEKA DRIVE, TARZANA CALIFORNIA, WITH ASSESSOR'S PARCEL NUMBER: 2176-029-031

Plaintiff United States of America ("Plaintiff") and Private Money Solutions, Inc. ("PMS") and Gregory Shirin ("Shirin") (collectively the "Lenders") hereby stipulate and agree to the following:

1. On March 9, 2021, the United States of America filed a First Superseding Indictment including an allegation of forfeiture

with regard to the real property located at 4910 Topeka Drive, Tarzana California, with Assessor's Parcel Number: 2176-029-031 (the "Subject Property").

2. On June 17, 2020, Sean Michaels, a single man executed a Grant Deed to Richard Ayvazyan and Marietta Terabelian, husband and wife as community property recorded on June 25, 2020 in the Riverside County Recorder's Office, Instrument No. 2020-0695394.

3. On June 25, 2020, Richard Ayvazyan and Marietta Terabelian, husband and wife as community property, executed a Deed of Trust in favor of California TD Specialists for the benefit of Shirin ($2,000,000.00) and PMS ($112,500.00) recorded on June 25, 2020 in the Riverside County Recorder's Office, Instrument No. 2020-0695395, in the original principal amount of $2,112,500.00, encumbering the Subject Property, and securing a Promissory Note ("Note") in the same amount.

4. Lenders hold valid pre-existing liens on the Subject Property, which liens are not contested by Plaintiff.

5. Plaintiff and Lenders agree that upon entry of a Final Order of Forfeiture forfeiting the Subject Property to Plaintiff, Plaintiff will sell the Subject Property if it has not already been sold according to the Interlocutory Sale Order.

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 forfeiture of the Subject Property to Plaintiff and the Court's entry of the Final Order of Forfeiture.

8. Plaintiff and Lenders agree that upon entry of the Final

Order of Forfeiture and sale of the Subject Property, the funds generated by the sale shall be distributed in the following order of priority, if available:

a. First, to the United States Marshals Service for its costs and expenses of the sale;

b. Second, to the extent sufficient sale funds are available, to pay any real property taxes assessed against the Subject Property to the date of entry of the Judgment of Forfeiture;

c. Third, to the extent sufficient sale funds are available, to Lenders (or any successor lienholder) as follows:

i. $2,253,792.97 due under its Note which is secured by the Assignment of Deed of Trust recorded as Instrument No. 2020-0695395 against the Subject Property identifying Shirin and PMS as beneficiaries.

d. Fourth, the balance to Plaintiff pursuant to the terms of the Final Order of Forfeiture, i.e., the balance will be forfeited to the United States of America and no other right, title or interest shall exist herein. The Government will dispose of the funds in accordance with law.

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

10. Upon payment, Lenders agree to provide its deed of reconveyance or such other document 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. Lenders hereby agree 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. Lenders further agree to join any government motions for interlocutory or stipulated sale of the Subject Property and any motions to remove occupants from the property for nonpayment of rent, destruction of property, or other just cause.

12. Lenders understand and agree 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, Lenders are 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.

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This Stipulation is binding upon Lenders and their successors and assigns.

SO STIPULATED.

DATED: December 28, 2021

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DATED: December 28, 2021

RICHARD J. REYNOLDS
Attorney and Authorized Representative for Private Money Solutions, Inc. and Gregory Shirin