

**IN THE HIGH COURT OF JUSTICE**

**QUEENS BENCH DIVISION**

**ADMINISTRATIVE COURT**

Before: The Hon Mr[s] Justice ...

BETWEEN

**THE DIRECTOR OF THE SERIOUS FRAUD OFFICE**

Applicant

-and-

**JULIO FAERMAN**

Respondent

**~~IN~~ ORDER**

UPON a Property Freezing Order dated 30 January 2019 (as amended on 29 March 2019) ("PFO") and a Disclosure Order dated 30 January 2019 ("DO") having been obtained by the Applicant ("SFO") under the Proceeds of Crime Act 2002 (as amended) ("POCA") against the Respondent

AND UPON the SFO having indicated its intention, subject to the conclusion of a civil recovery investigation, to bring a civil recovery claim under Part 5 of POCA against the Respondent in respect of the property known as Tasker Lodge, Thornwood Gardens, London, W8 7ER (the "Property")

AND UPON the SFO and the Respondent agreeing to the terms of this Order and to the terms of settlement as between the SFO and the Respondent set out in the schedule hereto ("the Schedule", terms defined in the Schedule being also used in this Order)

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**BY CONSENT of the SFO and the Respondent**

**IT IS ORDERED THAT:**

1. The SFO and the Respondent shall have permission to apply to the Court for the purpose of implementing the terms of settlement contained in the Schedule hereto.
2. The PFO and DO shall continue in force in relation to the Property notwithstanding the making of this Order and shall only be discharged after receipt by the SFO of the Settlement Sum, upon notification to the Court of the same by the SFO. The said notification shall be made as soon as reasonably practicable after receipt by the SFO of the Settlement Sum and, in event within seven days of such receipt, whereupon the PFO and DO shall be discharged.
3. The Respondent shall pay the SFO's costs in the agreed sum of £57,000 on or before 4pm on 23<sup>rd</sup> December 2020.
4. The SFO shall serve a sealed copy of this Order as soon as reasonably practicable and by no later than 4pm on 13<sup>th</sup> November 2020.

**DATED** this            day of            2020

**BY THE COURT**

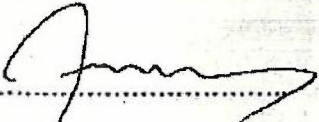
Signed for and on behalf of the SFO:

~~Arthur Mc Lally~~.....

29th October 2020

Date:

Signed for and on behalf of the Respondent:

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27 OCT. 2020

Date:

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## SCHEDULE: SETTLEMENT AGREEMENT

- 1 The Respondent shall pay to the SFO on or before 4pm on 23<sup>rd</sup> December 2020 the sum of £1,198,424.78 (the "Settlement Sum") in full and final settlement of the SFO's claim in respect of the property known as Tasker Lodge, Thornwood Gardens, London, W8 7ER (the "Property"). The settlement sum shall be paid into the following SFO account: Serious Fraud Office, National Westminster Bank, sort code 60-00-01, account number 48737585, reference PET01.
- 2 The Respondent warrants that the Settlement Sum will be paid using legitimately obtained monies and will be transferred to the SFO from his solicitors' client account. The Respondent acknowledges that (i) receipt and/or acceptance of funds by the SFO does not comprise acceptance of the legitimacy of their source; and (ii) funds found to have been paid in breach of the warranty will not count towards satisfaction of the Settlement Sum.
- 3 If the Respondent fails to pay any part of the SFO's costs and/or acts in breach of any of the terms of this agreement, the SFO will be entitled to commence a civil recovery claim in respect of the Property.
- 4 The Respondent enters into this settlement without making any admission that any part of the purchase monies for, or the value of, the Property represents recoverable property or the proceeds of crime. The Respondent's stance is that the funds he remitted to the UK were lawful in origin and he enters into this settlement in order to achieve a swift resolution of the matters in issue between himself and the SFO. Furthermore, it is the Respondent's case that the funds which form the basis of the settlement amount, originating from a bank account held at Lombard Odier Switzerland under the designation "HITK", were transferred to the Respondent's account in the UK by Lombard Odier without his consent or knowledge and he did not request this transfer or authorise Lombard Odier to make it.
- 5 The SFO agrees that upon the discharge of the PFO and DO the SFO will, within 14 days, notify any party previously served with a copy of the PFO, the DO or a disclosure notice issued pursuant to the DO that those Orders have been discharged.
- 6 The SFO confirms that at the date of the settlement no investigations into the affairs of the Respondent, other than the civil recovery investigation into the Property, are ongoing or contemplated by the SFO.
- 7 This agreement is subject to English law and the exclusive jurisdiction of the English courts. For all purposes, including any dispute arising out of the Consent

Order of this Settlement Agreement, and/or any civil recovery claim in respect of the Property, the parties irrevocably agree that any notices or proceedings shall be served on them at the following addresses:

a. In the case of the SFO: Serious Fraud Office, 2-4 Cockspur St, London SW1Y 5BS.

b. In the case of the Respondent: ~~insert address~~ [REDACTED]

Signed for and on behalf of the SFO:

~~Catherine Lally~~

29<sup>th</sup> October 2020

Date:

Signed for and on behalf of the Respondent:

[REDACTED]

Date: 27 Oct. 2020

