

Serious Fraud Office and Bluu Solutions Ltd ['BSL'] and Tétris Projects Ltd ['TPL']

Discontinuance of proceedings on expiry of Deferred Prosecution Agreements

Details of compliance

1. This information is published in accordance with paragraph 11(8) of Schedule 17 to the Crime and Courts Act 2013.
2. On 19 July 2021, a Deferred Prosecution Agreement between the SFO and BSL and a Deferred Prosecution Agreement between the SFO and TPL, which were both subsidiaries of real estate company Jones Lang LaSalle Limited, came into force having been approved by Mrs Justice May ('the Agreements').
3. On the same day, a bill of indictment, with the consent of Mrs Justice May, was preferred charging BSL with 4 counts of bribery under section 1 of the Bribery Act 2010 and BSL and TPL, one count each of failure of a commercial organisation to prevent bribery contrary to sections 7 of the Bribery Act 2010 (indictment number U20210959). The proceedings were automatically suspended in accordance with paragraph 2(2) of Schedule 17 to the Crime and Courts Act 2013.
4. The Agreements expired on 18 July 2023.
5. On 19 July 2023, the SFO gave notice in writing to the Court and BSL and TPL, discontinuing the prosecution on indictment number U20210959 in accordance with paragraph 11(1) of Schedule 17 to the Crime and Courts Act 2013 and rule 11.8 of the Criminal Procedure Rules.
6. As detailed below, BSL complied with its obligations under the Agreement:

A. Co-operation

BSL co-operated fully with the SFO in matters relating to the Agreement and the conduct arising out of the circumstances described in the Statement of Facts attached to the Agreement.

B. Disgorgement of Profits

BSL paid the SFO £466,430 by way of disgorgement of profit for onward transmission to the Consolidated Fund, as was agreed.

C. Financial Penalty

BSL paid the SFO £1,527,641 by way of financial penalty for onward transmission to the Consolidated Fund, as was agreed.

7. As detailed below; TPL complied with its obligations under the Agreement:

A. Co-operation

TPL co-operated fully with the SFO in matters relating to the Agreement and the conduct arising out of the circumstances described in the Statement of Facts attached to the Agreement.

B. Disgorgement of Profits

TPL paid the SFO £137,997 by way of disgorgement of profit for onward transmission to the Consolidated Fund, as was agreed.

C. Financial Penalty

TPL paid the SFO £377,997 by way of financial penalty for onward transmission to the Consolidated Fund, as was agreed.

D. Corporate Compliance Programme (the definitions in the Agreement are adopted in this section)

TPL has met its obligations in the Agreement through:

- a. Being subject to the supervision / superintendence of the independent reviewer law firm Reynolds Porter Chamberlain LLP ['RPC'] during the 2 year period of the Agreement.
- b. Keeping the SFO apprised by way of provision of regular interim Reports on progress regarding the more than satisfactory adherence with the agreed Compliance Plan and extensive set of activities and recommendations and regular meetings with the SFO during the compliance period on the compliance findings.
- c. Provision of a final completion report, detailing the overall compliance up until the end of the Agreement period, demonstrating that it had taken significant remediation measures and ensured that it has implemented and put in place enhanced systems, processes and procedures, which are sustainable and able to prevent and detect future violations of amongst other things, the Bribery Act 2010, and other applicable fraud and anti-corruption laws in a proportionate and risk-based manner throughout its operations.

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