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7
 8 IN THE UNITED STATES DISTRICT COURT FOR THE
 9 EASTERN DISTRICT OF CALIFORNIA
 10

11 UNITED STATES OF AMERICA,
 12 Plaintiff,
 13 v.
 14 11880 EAST HARVARD AVENUE,
 SANGER, CALIFORNIA, FRESNO
 15 COUNTY, APN: 309-352-02,
 INCLUDING ALL
 16 APPURTENANCES AND
 IMPROVEMENTS THERETO,
 17 APPROXIMATELY \$2,770.00 IN U.S.
 18 CURRENCY, and
 19 2005 CHEVROLET TRUCK, VIN:
 2GCEC19T051249989, LICENSE:
 20 7U34478,
 21 Defendants.

) 1:09-CV-01004-OWW-GSA
)
) **STIPULATION AND ORDER TO**
) **WITHDRAW THE CLAIM AND**
) **ANSWER OF GMAC, INC., WITH**
) **DEFAULT JUDGMENT**

22
 23 It is hereby stipulated by and between the United States and Claimant
 24 GMAC, Inc. as follows:

25 1. Claimant GMAC, Inc. hereby irrevocably withdraws and releases with
 26 prejudice the verified claim and answer it filed in this civil forfeiture action, and
 27 consents to entry of default and default judgment against any interest it may hold
 28 in the defendant vehicle named as a defendant.

1 2. Nothing in this Stipulation shall be construed as an admission of
2 liability, fault, or wrongdoing by any party.

3 3. Each party shall bear his or its own costs and attorneys fees.

4 4. The parties and their undersigned attorneys agree to execute and
5 deliver such other and further documents as may be required to carry out the terms
6 of this Stipulation.

7 5. Each person signing this Stipulation warrants and represents that he
8 or it possesses full authority to bind the party on whose behalf he or it is signing to
9 the terms of the Stipulation.

10 6. Each party warrants and represents that no promises, inducements, or
11 other agreements not expressly contained herein have been made; that this
12 Stipulation contains the entire agreement between the parties; and that the terms
13 of this Stipulation are contractual and not mere recitals. All prior oral
14 understandings, agreements, and writings are superseded by this Stipulation and
15 are of no force or effect.

16 7. Each party represents that he or it understands the content of this
17 Stipulation and enters it voluntarily, and has not been influenced by any person
18 acting on behalf of any other party.

19
20 Dated: September 7, 2011

BENJAMIN B. WAGNER
United States Attorney

21
22 /s/ Alyson A. Berg
23 ALYSON A. BERG
Assistant United States Attorney

24 Dated: September 6, 2011

25 /s/ Michael Vanlochem
26 MICHAEL VANLOCHEM
Attorney for Claimant GMAC, Inc.

(original signature retained by attorney)

ORDER

IT IS HEREBY ORDERED that the claim and answer of GMAC, Inc. are withdrawn with prejudice, and that a default judgment may be entered against it.

IT IS SO ORDERED.

Dated: September 8, 2011

/s/ Oliver W. Wanger
UNITED STATES DISTRICT JUDGE

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