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

10  
 11 UNITED STATES OF AMERICA, ) 2:10-CV-01894-WBS-JFM  
 )  
 12 Plaintiff, ) STIPULATION FOR EXPEDITED  
 ) SETTLEMENT BETWEEN UNITED  
 13 v. ) STATES AND LIEN HOLDER  
 ) TRUEMAN E. VROMAN  
 14 REAL PROPERTY LOCATED AT 3110 )  
 MORGAN HILL ROAD, HAYFORK, )  
 15 CALIFORNIA, TRINITY COUNTY, )  
 APN: 017-430-25, INCLUDING )  
 16 ALL APPURTENANCES AND )  
 IMPROVEMENTS THERETO, )  
 17 )  
 Defendant. )  
 18 )

19 IT IS HEREBY STIPULATED by and between the United States and  
 20 claimant Trueman E. Vroman (hereafter "Claimant") appearing in  
 21 *propria persona*, that Claimant has a valid pre-existing mortgage  
 22 lien on the defendant real property described in this  
 23 Stipulation, which is not contested by the United States.

24 The United States and Claimant further stipulate that:  
 25 1. Any violation of 21 U.S.C. §§ 841 *et seq.* involving the  
 26 defendant real property located at 3110 Morgan Hill Road,  
 27 Hayfork, California, Trinity County, APN: 017-430-25, (hereafter  
 28 "defendant real property") occurred without Claimant's knowledge

1 and consent. The defendant real property is more fully described  
2 as:

3 That real property in the County of Trinity, State of  
4 California, described as follows:

5 The West half of the Southeast quarter of the Northeast  
6 quarter of the Southwest quarter of Section 8, Township  
31 North, Range 11 West, M.D.B. & M., according to the  
official plat thereof.

7 EXCEPTING THEREFROM all minerals and mineral materials  
8 as reserved in the Patent recorded May 26, 1971 in book  
147 of Official Records page 250.

9 2. The United States agrees that upon entry of a Final  
10 Judgment of Forfeiture in favor of the United States, the U.S.  
11 Marshals Service or its agent(s), shall undertake to sell the  
12 defendant real property in a commercially reasonable manner and  
13 to sell said property for fair market value (the "Purchase  
14 Price"). The following costs and expenses of sale shall be  
15 deducted from the Purchase Price and paid directly out of escrow  
16 in the following order:

17 (a) First, the costs incurred by the U.S. Marshals  
18 Service to the date of close of escrow, including the cost of  
19 posting, service, advertising, and maintenance;

20 (b) Second, to the Trinity County Tax Collector for  
21 all real property taxes assessed and unpaid against the defendant  
22 real property prorated to the date of entry of the Final Judgment  
23 of Forfeiture;

24 (c) Third, the costs and expenses associated with the  
25 sale of the defendant real property.

26 (d) Fourth, any county transfer taxes.

27 (e) Fifth, to Claimant as the lender on the deed of  
28 trust encumbering the defendant real property, as follows:

1 (i) all unpaid principal due to Claimant under  
2 the Optional Advance Note ("Note") dated October 24, 2007, in the  
3 original principal amount of \$225,000.00, which is secured by a  
4 Deed of Trust With Assignment of Rents dated October 24, 2007,  
5 recorded October 26, 2007, as instrument number 200704318 ("Deed  
6 of Trust"), in the Official Records of Trinity County,  
7 California. As of June 20, 2011, the principal amount owed to  
8 Claimant pursuant to the Note was \$189,816.78.

9 (ii) all unpaid interest due as of the date of  
10 the closing of the sale of the defendant real property at the  
11 contractual (not default) rate under the above-referenced Note  
12 and Deed of Trust until the date of payment. Interest will  
13 continue to accrue at the current rate of 15% per annum (\$79.09  
14 per diem);

15 (iii) all fees, costs, and advances, including  
16 but not limited to reasonable attorney fees, prepayment fees,  
17 taxes and hazard insurance as provided under the terms of the  
18 Note and Deed of Trust. As of June 20, 2011, the total amount  
19 owed was \$189,816.78 plus interest thereon at a rate of 15% per  
20 annum from May 26, 2011.

21 3. The payment to Claimant shall be in full settlement and  
22 satisfaction of any and all claims by Claimant to the defendant  
23 real property and all claims resulting from the incidents or  
24 circumstances giving rise to this lawsuit.

25 4. Upon payment in full as set forth above in ¶ 2(e)(i)-  
26 (iii), Claimant agrees to reconvey his interest in the defendant  
27 real property via recordable documents and cause those to be  
28 recorded, and to release and hold harmless the United States, and

1 any agents, servants, and employees of the United States, (or any  
2 state or local law enforcement agency) acting in their individual  
3 or official capacities, from any and all claims by Claimant and  
4 their agents which currently exist or which may arise as a result  
5 of the government's action against the real property.

6 5. In the event it is determined that the proceeds from  
7 the sale of the defendant real property would be insufficient to  
8 pay Claimant in full as set forth above in ¶ 2(e)(i)-(iii), after  
9 the disbursements described above are made in ¶ 2 (a)-(d), the  
10 United States agrees to release its interest in the defendant  
11 real property and consent to the exercise of Claimant's state law  
12 rights to foreclose upon its deed of trust which secures the  
13 obligation to Claimant. The United States shall not enter into a  
14 binding agreement to sell the defendant real property unless the  
15 proceeds of such sale are sufficient to pay Claimant in full as  
16 set forth above in ¶ 2(e)(i)-(iii), unless Claimant otherwise  
17 consents in writing.

18 6. Claimant agrees not to pursue against the United States  
19 any other rights that he may have under the mortgage instrument,  
20 including, but not limited to, the right to initiate a  
21 foreclosure action without the consent of the U.S. Attorney's  
22 Office or this Court.

23 7. Claimant agrees to notify the U.S. Attorney at the end  
24 of the first payment cycle in which a payment is not made under  
25 the terms specified in the Note. However, should Claimant fail  
26 to immediately notify the U.S. Attorney of any late, skipped or  
27 missed payments, Claimant will not be in breach of the within  
28 Stipulation, nor shall Claimant face any consequences as the

1 result of such failure. Claimant further agrees to join any  
2 government motions for interlocutory or stipulated sale of the  
3 defendant real property if the proceeds of such sale will be  
4 sufficient to pay Claimant in full as set forth in paragraph  
5 2(e)(i)-(iii), and agrees to either join or not oppose, at his  
6 discretion, any motions to remove occupants from the property for  
7 nonpayment of mortgage or rent, destruction of property, or other  
8 just cause.

9       8. Claimant understands and agrees that by entering into  
10 this Stipulation regarding his interest in the defendant real  
11 property, he waives any rights to further litigate against the  
12 United States concerning his interest in the defendant real  
13 property and to petition for remission or mitigation of the  
14 forfeiture. Unless otherwise provided by this Stipulation or  
15 specifically directed by order of this Court, Claimant is hereby  
16 excused and relieved from further participation in this action.

17       9. Claimant understands and agrees that the United States  
18 reserves the right to void the expedited settlement agreement if,  
19 before payment of the mortgage or lien, the U.S. Attorney obtains  
20 new information indicating that the mortgagee or lien holder is  
21 not an "innocent owner" or "bona fide purchaser" pursuant to  
22 applicable forfeiture statutes. The U.S. Attorney also reserves  
23 the right, in its discretion, to terminate the forfeiture at any  
24 time and release the subject property. In either event, the  
25 United States shall promptly notify the mortgagee or lien holder  
26 of such action. A discretionary termination of forfeiture shall  
27 not be a basis for any award of fees under 28 U.S.C. § 2465.

28       10. The parties agree to execute further documents, to the

1 extent necessary, to convey clear title to the defendant real  
2 property to the United States and to further implement the terms  
3 of this Stipulation.

4 11. The terms of this Stipulation are contingent upon  
5 forfeiture of the defendant real property to the United States  
6 and the Court's entry of a Final Judgment of Forfeiture.

7 12. There are no other terms or conditions other than  
8 those specified within.

9 Dated: 6/24/11

BENJAMIN B. WAGNER  
United States Attorney

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By: /s/ Kevin C. Khasigian  
KEVIN C. KHASIGIAN  
Assistant U.S. Attorney

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15 Dated: June 22, 2011

By: /s/ Trueman E. Vroman  
TRUEMAN E. VROMAN  
Claimant appearing in  
*propria persona*  
(Original signature retained by  
attorney)

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**ORDER**

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This Stipulation for Expedited Settlement is hereby


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APPROVED.

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Dated: June 27, 2011

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WILLIAM B. SHUBB  
UNITED STATES DISTRICT JUDGE

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