

1 JOSEPH P. RUSSONIELLO (CSBN 44332)
United States Attorney

2 BRIAN J. STRETCH (CSBN 163973)
3 Chief, Criminal Division

4 DAVID B. COUNTRYMAN (CSBN 226995)
Assistant United States Attorney

5
6 450 Golden Gate Avenue, Box 36055
San Francisco, California 94102-3495
7 Telephone: (415) 436-7303
8 Fax: (415) 436-7234
E-mail: david.countryman@usdoj.gov

9 Attorneys for Plaintiff

10 UNITED STATES DISTRICT COURT
11 NORTHERN DISTRICT OF CALIFORNIA
12 SAN FRANCISCO DIVISION

14 UNITED STATES OF AMERICA,)
15 Plaintiff,)
16 v.)
17 \$75,511 IN UNITED STATES)
CURRENCY,)
18 Defendant.)
19

No. C 07-06353 BZ
SETTLEMENT AGREEMENT

21 The parties stipulate and agree as follows:

22 1. Plaintiff is the United States of America ("United States"). Defendant is approximately
23 \$75,511 in United States Currency ("defendant currency"). The United States filed a complaint
24 on December 14, 2007. After proper notification and publication was given, the only person who
25 filed an answer in this action is claimant Manuel Cabrera. As a result, only claimant Cabrera has
26 a right to defend defendant property. The United States and claimant Cabrera are hereafter
27 referred to as the "parties" in this document which is hereinafter referred to as the "Settlement
28 Agreement" or "Agreement."

1 2. The parties agree that the resolution of the lawsuit is based solely on the terms stated in
2 this Settlement Agreement. It is expressly understood that this Agreement has been freely and
3 voluntarily entered into by the parties. The parties further agree that there are no express or
4 implied terms or conditions of settlement, whether oral or written, other than those set forth in
5 this Agreement. This Agreement shall not be modified or supplemented except in writing signed
6 by the parties. The parties have entered into this Agreement in lieu of continued protracted
7 litigation and District Court adjudication.

8 3. The parties further agree that this Settlement Agreement does not constitute precedent on
9 any legal issue for any purpose whatsoever, including all administrative proceedings and any
10 lawsuits.

11 4. This settlement is a compromise over disputed issues and does not constitute any
12 admission of wrongdoing or liability by any party.

13 5. The parties have agreed that the United States will return \$15,000⁰⁰ (plus all
14 interest accrued on that amount) of the defendant currency to Cabrera. The return of
15 \$15,000⁰⁰ shall be in full settlement and satisfaction of any and all claims by Cabrera,
16 his heirs, representatives and assignees to the defendant currency. Cabrera, his heirs,
17 representatives and assignees, shall hold harmless the United States, any and all agents, officers,
18 representatives and employees of same, including all federal, state and local enforcement
19 officers, for any and all acts directly or indirectly related to the seizure of defendant currency and
20 the facts alleged in the Complaint for Forfeiture filed on or about December 14, 2007.

21 6. Cabrera agrees that sufficient evidence exists to establish forfeiture of the remainder
22 of the defendant currency (\$ 60,511⁰⁰ plus all interest accrued on that amount),
23 pursuant to Title 21, United States Code, Section 881(a)(6), and consents to the forfeiture of the
24 remainder of the defendant currency to the United States without further notice to him. Cabrera
25 further relinquishes all right, title and interest in the remainder of the defendant currency, and
26 agrees that said property shall be forfeited to the United States and disposed of according to law
27 by the United States.

28 7. The United States and Claimant agree that each party shall pay its own attorneys'

1 fees and costs.

2 8. Based on the foregoing Settlement Agreement between the United States,
3 claimant Cabrera, the Parties agree that, subject to the Court's approval, this action be and hereby
4 is DISMISSED and that the proposed JUDGMENT OF FORFEITURE which is submitted with
5 this Settlement Agreement be entered.

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7 IT IS SO STIPULATED:

JOSEPH P. RUSSONIELLO
United States Attorney

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10 Dated: February 24, 2009



DAVID COUNTRYMAN
Assistant United States Attorney

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13 Dated: February 24, 2009



AUSTIN THOMPSON
Attorney for Claimant Manuel Cabrera

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17 Dated: February 24, 2009



MANUEL CABRERA
Claimant

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20 BASED ON THE FOREGOING STIPULATION, IT IS SO ORDERED ON THIS 24th
21 DAY OF February, 2009.

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HONORABLE BERNARD ZIMMERMAN
United States District Judge

Interpreter/translator of document
A Zawadzki
Federally Certified