

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

5 450 Golden Gate Avenue, 9<sup>th</sup> Floor  
6 San Francisco, CA 94102  
7 Telephone: 415.436.7303  
8 Facsimile: 415.436.6748  
Email: david.countryman@usdoj.gov

9 Attorneys for United States of America

10 UNITED STATES DISTRICT COURT  
11 NORTHERN DISTRICT OF CALIFORNIA

13 UNITED STATES OF AMERICA,

14 Plaintiff,

15 v.

16 REAL PROPERTY AND IMPROVEMENTS  
17 LOCATED AT 4589 CROOKED PRAIRIE ROAD,  
HUMBOLDT COUNTY, CALIFORNIA,  
18 ASSESSOR'S PARCEL NUMBER 221-181-028

19 Defendant.

No. CV 08-2696 WHA

SETTLEMENT AGREEMENT  
AND ORDER

21 The parties stipulate and agree as follows:

22 1. Plaintiff is the United States of America ("United States"). Defendant is the real property and  
23 improvement located at 4589 Crooked Prairie Road, Humboldt County, California, Humboldt County  
24 Assessor's Parcel Number (APN) 221-181-028 (the "defendant property"). After proper notification and  
25 publication was given, the only person who filed a timely Claim in this action is claimant, Kenneth Estes.  
26 As a result, only claimant Estes has a right to defend defendant property. The United States and claimant  
27 Estes are hereafter referred to as the "parties" in this document which is hereinafter referred to as the  
28 "Settlement Agreement" or "Agreement."

SETTLEMENT AGREEMENT AND ORDER  
CV 08-2696 WHA

1           2.       After full and open discussion, the parties agree to resolve any and all claims against  
2 defendant property, as well as against any and all past and present officials, employees and agents of the  
3 United States, including those at the United States Department of Justice, arising out of the search of  
4 defendant property, the filing of a lis pendens, and the facts alleged in the Complaint for Forfeiture filed  
5 on or about May 28, 2008.

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

13           4.       The parties further agree that this Settlement Agreement does not constitute precedent on  
14 any legal issue for any purpose whatsoever, including all administrative proceedings and any lawsuits.

15           5.       This settlement is a compromise over disputed issues and does not constitute any  
16 admission of wrongdoing or liability by any party.

17           6.       The parties agree that claimant Estes releases and discharges the United States, as well as  
18 any past and present officials, employees, agents, attorneys, their successors and assigns, from any and  
19 all obligations, damages, liabilities and demands of any kind and nature whatsoever, whether suspected  
20 or unsuspected, at law or in equity, known or unknown, arising out of the search of defendant property,  
21 the filing of a lis pendens, and the allegations in plaintiff's Complaint for Forfeiture.

22           7.       Claimant Estes does not contest that the United States has sufficient  
23 evidence to support the forfeiture of defendant property under 21 U.S.C. § 881(a)(7), as alleged in the  
24 Complaint for Forfeiture. In order to resolve this case without the expense of further litigation, the  
25 parties have agreed that defendant property shall be forfeited to the United States.

26           8.       The Parties agree to execute further documents, to the extent necessary, to convey clear  
27 title to the property to the United States and to further implement the terms of this settlement.

28           9.       Claimant Estes shall hold harmless the United States, including its agents,

1 officers, representatives and employees, as well as any and all state and local law enforcement officials,  
2 for any and all acts directly or indirectly related to the search of defendant property, the filing of a lis  
3 pendens, the facts alleged in the Complaint for Forfeiture, and the forfeiture of defendant property.

4 10. The United States and Claimant agree that each party shall pay its own attorneys'  
5 fees and costs.

6 11. Based on the foregoing Settlement Agreement between the United States,  
7 claimant Estes, the Parties agree that, subject to the Court's approval, this action be and hereby is  
8 DISMISSED and that the proposed JUDGMENT OF FORFEITURE which is submitted with this  
9 Settlement Agreement be entered.

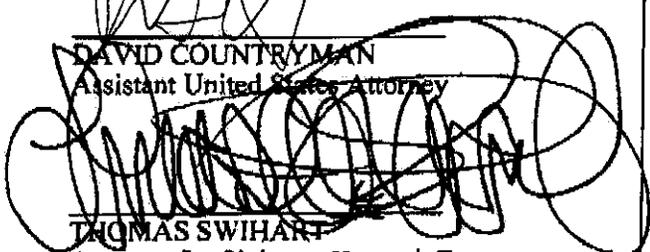
10  
11 IT IS SO STIPULATED:

12  
13 Dated: 10/08, 2008

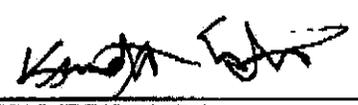
JOSEPH P. RUSSONIELLO  
United States Attorney

  
DAVID COUNTRYMAN  
Assistant United States Attorney

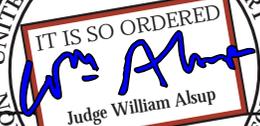
14  
15  
16 Dated: 10/7, 2008

  
THOMAS SWIHART  
Attorney for Claimant Kenneth Estes

17  
18  
19 Dated: 10/7, 2008

  
KENNETH ESTES  
Claimant

20  
21  
22 BASED ON THE FOREGOING STIPULATION, IT IS SO ORDERED ON THIS 14 DAY  
23 OF October, 2008.

  
IT IS SO ORDERED  
  
Judge William Alsup  
HONORABLE WILLIAM H. ALSUP  
United States District Judge