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12 Attorneys for United States of America

13 UNITED STATES DISTRICT COURT
14 NORTHERN DISTRICT OF CALIFORNIA

15 UNITED STATES OF AMERICA,
16 Plaintiff,
17 v.
18 APPROXIMATELY \$78,000 IN UNITED STATES CURRENCY,
19 Defendant.

20 No. 08-4855 TEH
21 SETTLEMENT AGREEMENT

22 The parties stipulate and agree as follows:

23 1. Plaintiff is the United States of America ("United States"). Defendant is
24 approximately \$78,000 in United States Currency ("defendant currency"). After proper
25 notification and publication was given, no party filed a timely claim in this action, and default
26 was entered as to defendant currency on January 28, 2009. The United States filed a Motion for
27 Default Judgment on January 29, 2009, and Sinh Tang ("Tang") filed an untimely claim on
28 January 30, 3009. The United States and claimant Tang are hereafter referred to as the "parties"
in this document which is hereinafter referred to as the "Settlement Agreement" or "Agreement."

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

8 3. The parties further agree that this Settlement Agreement does not constitute
9 precedent on any legal issue for any purpose whatsoever, including all administrative
10 proceedings and any 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 \$10,000 of the defendant
14 currency to Tang. The return of \$10,000 shall be in full settlement and satisfaction of any and all
15 claims by Tang, his heirs, representatives and assignees to the defendant currency. Tang, his
16 heirs, representatives and assignees, shall hold harmless the United States, any and all agents,
17 officers, representatives and employees of same, including all federal, state and local
18 enforcement officers, for any and all acts directly or indirectly related to the seizure of defendant
19 currency and the facts alleged in the Complaint for Forfeiture filed on or about October 23, 2008.

20 6. Tang agrees that sufficient evidence exists to establish forfeiture of the remainder
21 of the defendant currency (\$68,000 plus all interest accrued on the entire defendant currency),
22 pursuant to Title 21, United States Code, Section 881(a)(6), and consents to the forfeiture of the
23 remainder of the defendant currency to the United States without further notice to him. Tang
24 further relinquishes all right, title and interest in the remainder of the defendant currency, and
25 agrees that said property shall be forfeited to the United States and disposed of according to law
26 by the United States.

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

Settlement Agreement

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

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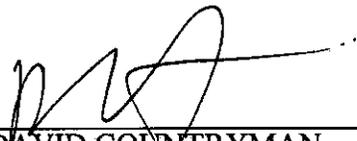
6 IT IS SO STIPULATED:

JOSEPH P. RUSSONIELLO
United States Attorney

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9 Dated: February 18, 2009

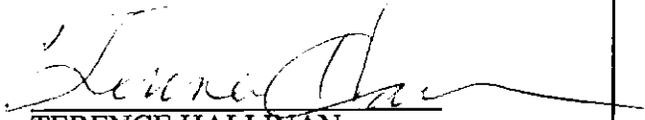


DAVID COUNTRYMAN
Assistant United States Attorney

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12 Dated: February 17, 2009



TERENCE HALLINAN
Attorney for Claimant Sinh Tang

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16 Dated: February 17, 2009



SINH TANG
Claimant

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19 BASED ON THE FOREGOING STIPULATION, IT IS SO ORDERED ON THIS 19th
20 DAY OF February, 2009.

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HONORABLE THELTON E. HENDERSON
United States District Judge

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