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**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA**

UNITED STATES OF AMERICA,

Plaintiff,

v.
APPROXIMATELY \$139,740 IN UNITED STATES CURRENCY,

Defendant.

No. 10-0186 TEH

SETTLEMENT AGREEMENT

The parties stipulate and agree as follows:

1. Plaintiff is the United States of America ("United States"). Defendant is approximately \$139,740 in United States Currency ("defendant currency"). Potential claimants Brandon Johnson and Noni Alexander ("potential claimants"), the only people known to have an interest in the defendant currency, were served by mail, and the parties agreed to extend the date for Mr. Johnson and Ms. Alexander to file a claim. To date, no one has filed a claim or answer asserting an interest in the defendant currency. As a result, only Mr. Johnson and Ms. Alexander have a right to file a claim for the defendant currency. The United States and potential claimants are hereafter referred to as the "parties" in this document which is hereinafter referred

1 to as the "Settlement Agreement" or "Agreement."

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

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

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

14 5. Potential claimants represent that they have had the opportunity to consult with
15 an attorney, and they have carefully read and understand the scope and effect of the provisions of
16 this settlement agreement.

17 6. The parties have agreed that the United States will return ~~\$24,000~~ ^{\$2,499} of the DC (16) RSP
18 defendant ~~\$24,000~~ ^{\$139,740} DC (16) RSP to Nomi Alexander. The return of \$2,499 (and all interest accrued thereon,
19 subject to any delinquent debts owed to any federal, state, or local agencies) shall be in full
20 settlement and satisfaction of any and all claims by potential claimants, their heirs,
21 representatives and assignees to the defendant currency. Potential claimants, their heirs,
22 representatives and assignees, shall hold harmless the United States, any and all agents, officers,
23 representatives and employees of same, including all federal, state and local enforcement
24 officers, for any and all acts directly or indirectly related to the seizure and forfeiture of the
25 defendant currency.

26 7. Potential claimants do not contest that the remainder of the defendant \$139,740
27 (\$137,241, plus all interest accrued on that amount) is forfeitable to the United States as proceeds
28 generated in violation of Subchapter I, Chapter 13 of Title 21 United States Code, and it is thus

1 subject to forfeiture pursuant to Title 21, United States Code, Section 881(a)(6). Potential
2 claimants withdraw any administrative claim and consent to the forfeiture of the remainder of the
3 defendant \$139,740 to the United States (administrative or judicial, civil or criminal) without
4 further notice to them. Potential claimants further relinquish all right, title and interest in the
5 remainder of the defendant \$139,740, and agrees that said currency shall be forfeited to the
6 United States and disposed of according to law by the United States. Potential claimants agree
7 not to assist any other individual in any effort to falsely contest this forfeiture. Potential
8 claimants further waive all constitutional and statutory challenges in any manner (including
9 direct appeal, habeas corpus, or any other means) to any forfeiture carried out in accordance with
10 this Agreement on any grounds, including that the forfeiture constitutes an excessive fine or
11 punishment, and including statute of limitations.

12 8. The United States and potential claimants agree that each party shall pay its own
13 attorneys' fees and costs.

14 9. Based on the foregoing Settlement Agreement between the United States,
15 Brandon Johnson, and Noni Alexander, the Parties agree that, subject to the Court's approval,
16 this action be and hereby is DISMISSED and that the proposed JUDGMENT OF FORFEITURE
17 which is submitted with this Settlement Agreement be entered.

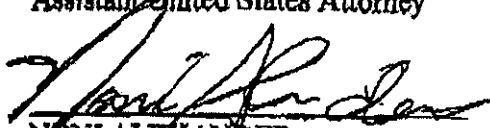
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19 IT IS SO STIPULATED:

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21 Dated: 1/18/11

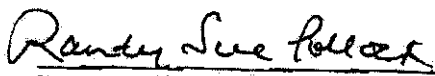
JOSEPH P. RUSSONIELLO
United States Attorney


DAVID COUNTRYMAN
Assistant United States Attorney

22
23
24 Dated: 1-14-11



NONI ALEXANDER
Potential Claimant

25
26
27 Dated: 1/18/11

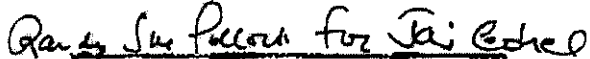

RANDY SUE POLLOCK, ESQ.
Attorney for Potential Claimant
Noni Alexander

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Dated: 1-14-11


BRANDON JOHNSON
Potential Claimant

Dated: 1/18/11


JAY MANHAR GOHEL, ESQ.
Attorney for Potential Claimant
Brandon Johnson

BASED ON THE FOREGOING STIPULATION, IT IS SO ORDERED ON THIS 19th
DAY OF January, 2011, ~~2010~~.

