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

12 UNITED STATES OF AMERICA,)
 13 Plaintiff,)
 14 v.)
 15 \$35,017 IN UNITED STATES CURRENCY,)
 16 Defendant.)
 17 _____)
 18 DIANE LANG AND KEITH MICHAEL LANG,)
 19 Claimants.)
 20 _____)

No. C 10-0995 RS (MEJ)
 SETTLEMENT AGREEMENT

21
22 The parties stipulate and agree as follows:

23 1. Plaintiff is the United States of America (“United States”). Defendant is \$35,017
 24 in United States Currency. Claimants are Diane Lang and her husband, Keith Michael Lang. The
 25 United States and claimants are hereafter referred to as the “parties” in this document which is
 26 hereinafter referred to as the “Settlement Agreement” or “Agreement.”

27 2. After full and open discussion, the parties agree to resolve any and all claims against
 28 defendant \$35,017, as well as against any and all past and present officials, employees and agents

1 of the United States, including those at the United States Department of Justice, and the Drug
2 Enforcement Administration, the San Jose Police Department or their agents arising out of the
3 seizure of defendant \$35,017, the allegations in the civil Complaint for Forfeiture, and the forfeiture
4 contemplated by this Settlement Agreement.

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

12 4. In order to resolve this case without the expense of further litigation, the parties
13 have agreed that the \$14,517 of defendant \$35,017 shall be forfeited to the United States and that
14 the United States shall return the remainder, \$20,500, to claimants less any debt which claimant
15 Diane Lang or claimant Keith Michael Lange owes to the United States, any agency of the United
16 States, or to any agency or entity for which the United States is authorized to collect debts. Whether
17 the \$20,500 is returned to claimants or whether it is used in whole or in part to satisfy any debt
18 claimants owe, that \$20,500 shall be in full settlement and satisfaction of any and all claims which
19 claimants, their heirs, representatives and assignees made or could have made in the civil case. To
20 the extent that funds are returned to claimants, the United States shall do so by a wire transfer to the
21 account of their attorney, Dennis Fitzpatrick, based on account information which Mr. Fitzpatrick
22 agrees to supply to the United States.

23 5. The parties agree that claimants Diane Lang and Keith Michael Lang release and
24 discharge the United States, the Drug Enforcement Administration and the San Jose Police
25 Department, as well as any past and present officials, employees, agents, attorneys, their successors
26 and assigns, from any and all obligations, damages, liabilities, claims and demands of any kind and
27 nature whatsoever, whether suspected or unsuspected, at law or in equity, known or unknown,
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1 arising out of the seizure of defendant \$35,017 in United States currency, the allegations in the civil
2 Complaint for Forfeiture or the forfeiture contemplated by this Settlement Agreement.

3 6. The parties also agree that claimants Diane Lang and Keith Michael Lang shall hold
4 harmless the United States, the Drug Enforcement Administration and the San Jose Police
5 Department, including their agents, officers, representatives and employees, as well as any and all
6 other state and local law enforcement officials, for any and all acts directly or indirectly related to
7 the seizure of defendant \$35,017, the allegations in the civil Complaint for Forfeiture and the
8 forfeiture contemplated by this Settlement Agreement.

9 7. The United States and claimants Diane Lang and Keith Michael Lang agree that each
10 party shall pay its own attorneys' fees and costs.

11 8. Based on the foregoing, the parties agree that the Court enter the proposed Judgment
12 of Forfeiture forfeiting the \$14,517 in United States currency and dismissing the instant civil action
13 as to the remaining \$20,500 in United States currency.

14 IT IS SO STIPULATED:

15
16 Dated: 10/18, 2011

17
18 Dated: 10/18, 2011

19
20 Dated: 10/18, 2011

21
22 Dated: 10-18, 2011

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And Keith Michael Lang
Diane Lang
DIANE LANG
Claimant
Keith M. Lang
KEITH MICHAEL LANG
Claimant

23
24
25 BASED ON THE FOREGOING STIPULATION, IT IS SO ORDERED ON THIS 20 DAY OF
26 October, 2011.

[Signature]
HONORABLE JUDGE ELENA JAMES
United States District Judge