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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 DEFENDANT COUNTERFEIT)
 16 MERCHANDISE AND PROCEEDS)
 17 FROM SALES OF COUNTERFEIT)
 18 MERCHANDISE, INCLUDING:)
 19 (1) APPROXIMATELY 4,426 ARTICLES)
 20 OF COUNTERFEIT MERCHANDISE)
 21 FROM L&J FASHION COMPANY, 2585)
 TAYLOR ST., SAN FRANCISCO, CA;)
 22 (2) APPROXIMATELY 4,581 ARTICLES)
 23 OF COUNTERFEIT MERCHANDISE)
 24 FROM NEW CWK GIFT, 2655 TAYLOR)
 25 ST., SAN FRANCISCO, CA;)
 26 (3) APPROXIMATELY 6,228 ARTICLES)
 27 OF COUNTERFEIT MERCHANDISE)
 28 AND APPROXIMATELY \$1,052.00 IN)
 U.S. CURRENCY FROM NEW LIFE)
 GIFT, 417 BEACH ST., SAN)
 FRANCISCO, CA;)
 (4) APPROXIMATELY 1,330 ARTICLES)
 OF COUNTERFEIT MERCHANDISE)
 AND APPROXIMATELY \$331.89 IN U.S.)
 CURRENCY FROM JC TRADING, 269A)
 JEFFERSON ST., SAN FRANCISCO, CA;)

CV 10-3054 JSW

SETTLEMENT AGREEMENT
 BETWEEN THE UNITED STATES
 AND SHELLEY XUE HUA LIN
 AND
 STIPULATED DISMISSAL OF
 DEFENDANT APPROXIMATELY
 \$1,052.00 IN UNITED STATES
 CURRENCY SEIZED FROM NEW LIFE
 GIFT AT 417 BEACH STREET IN SAN
 FRANCISCO, CALIFORNIA

1 (5) APPROXIMATELY 47 ARTICLES OF)
2 COUNTERFEIT MERCHANDISE FROM)
3 A RESIDENCE LOCATED AT 1601 31ST)
4 AVE., SAN FRANCISCO, CA;)

5 (6) APPROXIMATELY 12,068)
6 ARTICLES OF COUNTERFEIT)
7 MERCHANDISE AND)
8 APPROXIMATELY \$3,987 IN U.S.)
9 CURRENCY FROM A RESIDENCE)
10 LOCATED AT 558 UNION ST., SAN)
11 FRANCISCO, CA;)

12 (7) APPROXIMATELY 1,309 ARTICLES)
13 OF COUNTERFEIT MERCHANDISE)
14 FROM A RESIDENCE LOCATED AT 556)
15 UNION ST., SAN FRANCISCO, CA;)

16 (8) APPROXIMATELY 260 ARTICLES)
17 OF COUNTERFEIT MERCHANDISE)
18 AND APPROXIMATELY \$29,353 IN U.S.)
19 CURRENCY FROM A RESIDENCE)
20 LOCATED AT 15584 TILDEN ST., SAN)
21 LEANDRO, CA;)

22 (9) APPROXIMATELY 1,907)
23 ARTICLES OF COUNTERFEIT)
24 MERCHANDISE FROM ALL SAFE SELF)
25 STORAGE UNIT #5045, LOCATED AT)
26 526 LEWELLING BLVD., SAN)
27 LEANDRO, CA; AND)

28 (10) APPROXIMATELY 98,018)
ARTICLES OF COUNTERFEIT)
MERCHANDISE FROM ALL SAFE SELF)
STORAGE UNIT #7055, LOCATED AT)
526 LEWELLING BLVD., SAN)
LEANDRO, CA;)

(11) APPROXIMATELY 3,548)
ARTICLES OF COUNTERFEIT)
MERCHANDISE LOCATED AT 639)
VALLEJO ST., SAN FRANCISCO, CA;)

Defendants.

1 The United States and claimant Shelly Xue Hua Lin agree as follows:

2 1. Plaintiff is the United States of America (“United States”). On December 15, 2010,
3 Shelly Xue Lin filed a claim to the approximately \$1,052.00 in United States currency which is a
4 portion of defendant listed in the caption as number (3) and which was seized from New Life Gift
5 at 417 Beach Street in San Francisco, California, along with other defendants, approximately 6,228
6 articles of counterfeit merchandise. After proper notification and publication was given, the only
7 person who filed a timely claim to any of defendants listed in the caption as number (3) was claimant
8 Shelly Xue Lin. As a result, only claimant Lin has a right to defend defendant \$1,052.00. The
9 United States and claimant Lin are hereafter referred to as the “parties” in this document which is
10 hereinafter referred to as the “Settlement Agreement” or “Agreement.”

11 2. After full and open discussion, the parties to this Settlement Agreement agree to
12 resolve any and all claims which claimant Lin has made to defendant approximately \$1,052.00 listed
13 in the caption as number (3) as well as any claims which she could have made as to any other
14 defendant in this action.

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

22 4. The parties further agree that this Settlement Agreement does not constitute an
23 admission or precedent on any legal issue for any purpose whatsoever, including all administrative
24 proceedings and any lawsuits.

25 5. The United States and claimant Shelly Lin agreed that she would only file a claim to
26 defendant \$1,052.00 and that, in return, claimant Lin would waive any right, title or interest which
27 could have allowed her to file a claim for any defendant in this action, including the remainder of
28

1 the defendants listed in the caption as number (3), which are approximately 6,228 articles of
2 counterfeit merchandise seized from the New Life Gift at 417 Beach Street in San Francisco,
3 California. Further the parties agreed that, after the claim filing period expired and if no other claims
4 were filed to the approximately 6,228 articles of counterfeit merchandise seized from New Life Gift,
5 that the United States would dismiss defendant \$1,052.00 and return those funds to claimant Lin by
6 a check made payable to claimant Lin and her attorney, Doron Weinberg, and sent to Doron
7 Weinberg at the Law Offices of Doron Weinberg, 523 Octavia Street, San Francisco, California
8 94102. Thus, the parties agree that, subject to the Court's approval, defendant \$1,052.00 shall be
9 dismissed from this lawsuit. Further, such payment shall be in full settlement and satisfaction of any
10 and all claims which claimant Lin, her heirs, representatives and assignees made or could have made
11 to defendants in this action, including to defendant \$1,052.00.

12 6. The parties agree that claimant Lin releases and discharges the United States, as well
13 as any past and present officials, employees, agents, attorneys, their successors and assigns, from any
14 and all obligations, damages, liabilities and demands of any kind and nature whatsoever, whether
15 suspected or unsuspected, at law or in equity, known or unknown, arising out of the seizure of all
16 defendants listed in the caption, including defendants listed as number (3) and any of the allegations
17 in plaintiff's Complaint for Forfeiture, filed on July 12, 2010.

18 7. Claimant Lin does not contest that the United States has sufficient evidence to
19 support the forfeiture of the defendants listed as number (3) in the caption, including the
20 approximately 6,228 articles of counterfeit merchandise seized from New Life Gift.

21 8. Claimant Lin shall hold harmless the United States, including its agents, officers,
22 representatives and employees, as well as any and all state and local law enforcement officials, for
23 any and all acts directly or indirectly related to the seizure of defendant \$1,052.00, the facts alleged
24 in the Complaint for Forfeiture and the forfeiture of defendant \$1,052.00.

25 9. The United States and Claimant agree that each party shall pay its own attorneys'
26 fees and costs.

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Settlement Agreement
Between US and Claimant Lin
No. 10-CV-3054

1 10. Based on the foregoing, the United States and claimant Lin agree that the Court shall
2 dismiss defendant \$1,052.00.

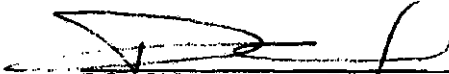
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4 IT IS SO STIPULATED:

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6 Dated: February 9, 2011

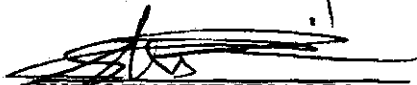
MELINDA HAAG
United States Attorney


PATRICIA J. KENNEY
Assistant United States Attorney

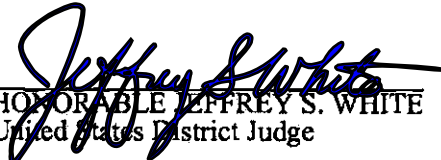
7
8 Dated: February 9, 2011


DORON WEINBERG
Attorney for Claimant Shelley Xue Hua Lin

9
10 Dated: February 9, 2011


SHELLEY XUE HUA LIN
Claimant

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13 BASED ON THE FOREGOING STIPULATION, IT IS SO ORDERED ON THIS 10th
14 DAY OF February, ²⁰¹¹~~2007~~, AND DEFENDANT \$1,052.00 IS HEREBY DISMISSED ON THE
15 FOREGOING TERMS.

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HONORABLE JEFFREY S. WHITE
United States District Judge