

1 MELINDA HAAG (CABN 132612)
United States Attorney

2 DAVID R. CALLAWAY (CABN 121782)
3 Chief, Criminal Division

4 PATRICIA J. KENNEY (CSBN 130238)
Assistant United States Attorney

5 450 Golden Gate Avenue
6 San Francisco, California 94102-3495
7 Telephone: (415) 436-6857
8 Facsimile: (415) 436-7234
9 Email: patricia.kenney@usdoj.gov

Attorneys for the United States of America

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

13 UNITED STATES OF AMERICA,)
14)
15 Plaintiff,)
16 v.)
17 \$72,490 IN UNITED STATES CURRENCY,)
18)
19 Defendant.)
20 _____)
21 JOSE SOTO-DELGADO,)
22 Claimant.)

CASE NO. 14-CV-04246 NC
SETTLEMENT AGREEMENT

1 The parties agree, subject to the Court's approval, to settle this action as follows:

2 1. Plaintiff is the United States. Defendant is \$72,490. Claimant is Jose Soto-Delgado who is
3 the only party to have filed a timely claim and answer in order to appear and defend defendant \$72,490.
4 The United States and claimant Soto-Delgado are referred to as the "Parties" in this document which is
5 referred to as the Settlement Agreement" or "Agreement."

6 2. After full and open discussion, the Parties have agreed to resolve any and all claims asserted
7 against defendant \$72,490 to avoid continued and protracted litigation. The Parties also agree that this
8 Agreement resolves any and all claims which have, or could have, been asserted against the United
9 States and the Drug Enforcement Administration, including any of their past or present officials,
10 employees, agents, attorneys, their successors and assigns involved in the seizure giving rise to this
11 action. The Parties further agree that the resolution of their claims is based solely on the terms stated in
12 this Settlement Agreement. It is expressly understood that this Agreement has been freely and
13 voluntarily entered into by the Parties, and that there are no express or implied terms or conditions of
14 settlement, whether oral or written, other than those set forth in this Agreement. This Agreement shall
15 not be modified or supplemented except in writing signed by the Parties. The Parties have entered into
16 this Agreement in lieu of prolonged litigation and District Court adjudication

17 3. After full and open discussion, the Parties have agreed to resolve any and all claims asserted
18 against defendant \$72,490 to avoid continued and protracted litigation. The Parties also agree that this
19 Agreement resolves any and all claims which have, or could have, been asserted against the United
20 States and the Drug Enforcement Administration, including any of their past or present officials,
21 employees, agents, attorneys, their successors and assigns involved in the seizure giving rise to this
22 action. The Parties further agree that the resolution of their claims is based solely on the terms stated in
23 this Settlement Agreement. It is expressly understood that this Agreement has been freely and
24 voluntarily entered into by the Parties, and that there are no express or implied terms or conditions of
25 settlement, whether oral or written, other than those set forth in this Agreement. This Agreement shall

1 not be modified or supplemented except in writing signed by the Parties. The Parties have entered into
2 this Agreement in lieu of prolonged litigation and District Court adjudication.

3 4. This Settlement Agreement is expressly understood by the Parties not to be an adjudication
4 of the merits of any factual or legal issue involving claims which were brought. The Parties agree that
5 \$65,241 (90%) of defendant \$72,490 will be forfeited to the United States. The Parties further agree that
6 \$7,249 (10%) of defendant \$72,490 will be returned to claimant Jose Soto-Delgado with interest
7 accrued, calculated pursuant to 28 U.S.C. § 1961, from the date on which the seizure occurred, on or
8 about March 3, 2014. The \$7,249 plus the accrued interest will be paid by wire transfer to the account
9 designated by claimant Soto-Delgado on an ACH form, provided that claimant Soto-Delgado first
10 provides both a properly filled out ACH form and a properly filled out W9 form to the undersigned
11 Assistant United States Attorney. The Assistant United States Attorney will provide the appropriate
12 forms.

13 5. Payment of the \$7,249 to claimant Soto-Delgado shall be in full settlement and complete
14 satisfaction of any and all claims which claimant, his heirs, representatives and assignees made or could
15 have made in this case. Further, claimant Soto-Delgado releases and discharges the United States and
16 the Drug Enforcement Administration, as well as their past and present officials, employees, agents,
17 attorneys, successors and assigns, from any and all claims which have been made, or could have been
18 made, in this case.

19 6. Claimant Soto-Delgado agrees to indemnify and hold harmless the United States and
20 the Drug Enforcement Administration, as well as their past and present officials, employees, agents,
21 attorneys, successors and assigns, for any and all claims pertaining to defendant \$72,490, including but
22 not limited to those arising out of the seizure of defendant \$72,490, or the allegations in the civil
23 complaint for forfeiture in this action.

24 7. Each party agrees to bear its or his own attorney's fees and costs related to this action.

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1 8. The Parties agree that, should any dispute arise with respect to the implementation of this
2 Settlement Agreement, no party shall seek to rescind the Agreement but can apply to the Court, if
3 necessary, for enforcement of the Agreement. The Parties agree that the Court retains jurisdiction for
4 the purpose of enforcing this Settlement Agreement. In any such enforcement proceeding, however,
5 each Party agrees to bear its own attorney's fees and costs.

6 IT IS SO STIPULATED:

7 Dated: March 11, 2015

MELINDA HAAG
United States Attorney
Patricia J. Kenney
PATRICIA J. KENNEY
Assistant United States Attorney

9 Dated: March 11, 2015

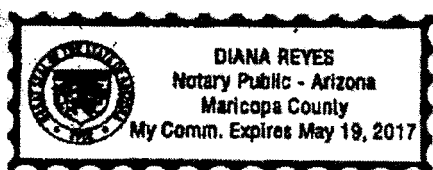
ROBERT J. BELES
EMILIO T. PARKER
Attorneys for Claimant Jose Soto-Delgado

11 Dated: March 5, 2015

Jose Soto-Delgado
JOSE SOTO-DELGADO
Claimant

14 Subscribed and Sworn:

15 I, DIANA REYES, am a Notary Public in Puerto Rico, before whom Jose Soto-Delgado
16 appeared and presented identification (a PR DRIVER LICENSE 21947860/11/19/13) and I
17 certify that thereafter I witnessed him sign this document above his printed name above on this 4 day of
18 MARCH, 2015. My commission expires on the 19 day of MAY, 2017.



DIANA REYES
DIANA REYES
(Sign Name)
(Print Name)

22 (Stamp) The Court acknowledges that the parties have resolved their dispute by entering
23 into this Settlement Agreement, and approves their method of resolving the dispute.
24 The Court's review does not constitute an adjudication of the factual or legal issues presented
25 ~~IT IS SO ORDERED ON THIS~~ DAY OF March 12, 2015.
26 in this case. Upon the agreement of the parties, the Court retains jurisdiction to enforce the
27 Settlement Agreement.

HONORABLE NATHANAEAL M. COUSINS
United States Magistrate Judge

27 SETTLEMENT AGREEMENT
NO. 14-CV-04246 NC

