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10 UNITED STATES DISTRICT COURT
11 NORTHERN DISTRICT OF CALIFORNIA
12 OAKLAND DIVISION

13 UNITED STATES OF AMERICA,)	CASE NO. CV16-4375 HSG
14 Plaintiff,)	SETTLEMENT AGREEMENT AND JUDGMENT
15 v.)	OF FORFEITURE
16 APPROXIMATELY \$60,000 IN UNITED)	
17 STATES CURRENCY,)	
18 Defendant.)	
19)	

20 IT IS HEREBY STIPULATED by and between plaintiff United States of America and claimant
21 Roman Vavilchenkov (“Claimant,” collectively the “parties”), through their respective counsel of record,
22 to compromise and settle their interests in the following described defendant property: approximately
23 \$60,000 in United States currency seized from Roman Vavilchenkov on March 17, 2016 (the “defendant
24 currency”).

25 1. On August 3, 2016, plaintiff United States of America filed its Complaint for Forfeiture
26 against the defendant currency. After proper notification and publication was given, the only claim
27 submitted with respect to the defendant \$60,000 in United States currency seized from Roman
28 Vavilchenkov is, by way of this Agreement, that of Roman Vavilchenkov.

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

8 3. This settlement is a compromise over disputed issues and does not constitute any
9 admission of wrongdoing or liability by any party.

10 4. Claimant asserts that he is the sole owner of the defendant currency.

11 5. The parties have agreed that the United States will return \$9,000.00 of the defendant
12 currency to Claimant. The return of \$9,000.00 (and all interest accrued thereon, subject to any delinquent
13 debts owed to any federal, state, or local agencies) shall be in full settlement and satisfaction of any and
14 all claims by Claimant, his heirs, representatives and assignees to the defendant currency. Claimant, his
15 heirs, representatives and assignees, shall hold harmless the United States, any and all agents, officers,
16 representatives and employees of same, including all federal, state and local enforcement officers, for any
17 and all acts directly or indirectly related to the seizure and forfeiture of the defendant currency.

18 6. Claimant agrees that sufficient evidence exists to establish forfeiture of the remaining
19 \$51,000.00 of the defendant currency (plus all interest accrued on that amount) pursuant to
20 21 U.S.C. § 881(a)(6), and consents to its forfeiture to the United States without further notice to him.
21 Claimant relinquishes all right, title and interest in \$51,000.00 of the defendant currency and agrees that
22 said currency shall be forfeited to the United States and disposed of according to law by the United
23 States.

24 7. Claimant also agrees not to file a petition for remission or mitigation in relation to the
25 seizure of the \$60,000.00 in United States Currency.

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

3 9. The parties agree that each party shall pay its own attorneys' fees and costs.

4 IT IS SO STIPULATED:

5 Dated: October 5, 2016

6 _____/s/_____
7 ROMAN VAVILCHENKOV
8 Claimant.

9 Dated: October 5, 2016

10 _____/s/_____
11 MARK J. REICHEL, ESQ.
12 Attorney for Claimant

13 Dated: October 7, 2016

14 _____/s/_____
15 ILA C. DEISS
16 Assistant United States Attorney

1 **JUDGMENT OF FORFEITURE**

2 UPON CONSIDERATION of the Settlement Agreement and the record, and for good cause
3 shown, it is by the Court on this 11th day of October, 2016,

4 ORDERED, ADJUDGED AND DECREED that \$51,000, plus all interest accrued upon that
5 amount, of the defendant currency be, and hereby is, forfeited to the United States of America for
6 disposition by the Attorney General in accordance with law.

7 IT IS FURTHER ORDERED that \$9,000, plus all interest accrued upon that amount, be released
8 to the Claimant Roman Vavilchenkov, subject to the terms and conditions outlined in the above
9 Settlement Agreement between the parties.

10 IT IS FURTHER ORDERED that this action be, and hereby is, DISMISSED.

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13 HAYWOOD S. GILLIAM, JR.
14 United States District Judge
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