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Attorneys for United States of America

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

13 UNITED STATES OF AMERICA,	)	<b>CASE NO. CV 18-02185 EMC</b>
14 Plaintiff,	)	<b>SETTLEMENT AGREEMENT, [PROPOSED]</b>
15 v.	)	<b>JUDGMENT OF FORFEITURE, AND</b>
16 APPROXIMATELY \$32,900 IN UNITED	)	<b>DISMISSAL OF ACTION WITH PREJUDICE</b>
17 STATES CURRENCY,	)	
18 Defendant.	)	

19  
 20 As set forth in the attached settlement agreement, plaintiff United States of America and  
 21 claimant Kory Moore have entered into a settlement agreement, whereby the government agrees to  
 22 return to the claimant \$10,000 of the defendant currency, and claimant agrees to the judicial forfeiture of  
 23 \$22,900 of the defendant currency.

24 Accordingly, based on the terms and conditions in the settlement agreement entered into between  
 25 the United States and the claimant, the parties agree that, subject to the Court's approval, the proposed  
 26 Judgment of Forfeiture that is submitted below be entered, and that the action be dismissed with  
 27 prejudice.

28 //

1 SO STIPULATED, AGREED, AND RESPECTFULLY REQUESTED:

2 DATED: December 14, 2018

3 /s/ Kory Moore

4 KORY MOORE

5 Claimant

6  
7 DATED: December 18, 2018

ALEX G. TSE

United States Attorney

8  
9 /s/ Erin A. Cornell

10 ERIN A. CORNELL

Assistant United States Attorney

11 I hereby attest that I have permission of the parties to enter a conformed signature (/s/) for all  
12 signatures within this e-filed document.

13 DATED: December 18, 2018

ALEX G. TSE

United States Attorney

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16 /s/ Erin A. Cornell

ERIN A. CORNELL

Assistant United States Attorney

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19 **~~PROPOSED~~ JUDGMENT OF FORFEITURE**

20 Upon consideration of the settlement agreement and the record, and for good cause shown, it is  
21 by the Court on this 19 day of December, 2018,

22 ORDERED, ADJUDGED AND DECREED that \$22,900 of the defendant currency by, and  
23 hereby is, FORFEITED to the United States for disposition by the Attorney General in accordance with  
24 law; and it is further ordered that the action be, and hereby is, dismissed with prejudice.

25 Date: December 19, 2018

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27 

28 HON. EDWARD M. CHEN  
United States District Judge

## **SETTLEMENT AGREEMENT**

### **In re Seizure of \$32,900 in U.S. Currency**

**Asset ID No. 18-USP-000350**

**Case No. CV 18-02185 EMC**

In order to resolve this case without the expense of litigation, and in full and final settlement of all civil claims and disputes arising from and related to the civil forfeiture of the defendant currency listed above, the United States of America (“United States”) and potential claimant Kory Moore, (“Claimant”) hereby agree as follows:

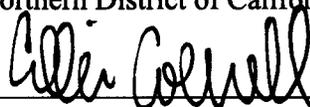
1. Claimant asserts that he is the sole owner and sole claimant to the \$32,900.00 in U.S. Currency seized by the United States Postal Inspection Service on or about October 25, 2017 (the “defendant currency”).
2. Claimant represents that he has had the opportunity to consult with an attorney, and he has carefully read and understands the scope and effect of the provisions of this settlement agreement.
3. The parties each agree that the United States will return a total of \$10,000.00 of the defendant currency to Claimant. The return of a total of \$10,000.00 (and all interest accrued thereon, subject to any delinquent debts owed to any federal, state, or local agencies) shall be in full settlement and satisfaction of any and all claims to the defendant currency by Claimant, his heirs, representatives, and assignees. Claimant, his heirs, representatives, and assignees shall hold harmless the United States, and any and all agents, officers, representatives, and employees of the same, and including all federal, state, and local enforcement officers, for any and all acts directly or indirectly related to the seizure and forfeiture of the defendant currency.
4. Claimant does not contest that the remainder of the defendant currency (\$22,900.00, plus all interest accrued on that amount, hereafter the “remaining currency”) is subject to forfeiture pursuant to Title 21, United States Code, Section 881(a)(6). Claimant withdraws any administrative claims to the remaining currency and consents to the forfeiture of the remaining currency to the United States (including by administrative or judicial, civil or criminal forfeiture) without further notice to him. Claimant further relinquishes all rights, title, and interest in the remaining currency and agrees that the remaining currency shall be forfeited to the United States and disposed of according to law by the United States. Claimant agrees not to make any further claim or request of any kind to the remaining currency. Claimant also agrees not to assist any other individual or entity in any effort to contest this forfeiture nor to allow a request of any kind on his behalf to any or all of the remaining currency. Claimant further waives any and all constitutional and statutory challenges in any form (including by direct appeal, habeas corpus, or any other means) to any forfeiture carried out in accordance with this Agreement, including waiving any claim that the

forfeiture constitutes an excessive fine or punishment and waiving any claim based upon a statute of limitations or upon due process. Nothing in this agreement constitutes admission of any fact or wrongdoing by the Claimant.

5. Each party shall pay its own attorney fees and costs.
6. The signatures below signify that party's understanding of and agreement to all of the above terms.

Dated: 12/18/18

ALEX G. TSE  
United States Attorney  
Northern District of California



ERIN A. CORNELL  
Assistant United States Attorney

Dated:



KORY MOORE  
Claimant