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

13 UNITED STATES OF AMERICA,)
14 Plaintiff,)
15 v.)
16 \$608,916.58 IN U.S. CURRENCY, AS)
17 SUBSTITUTE RES, FOR REAL PROPERTY)
18 LOCATED AT 2638 MARKET STREET,)
OAKLAND, CALIFORNIA,)
19 Defendant.)

No. 04-CV-03055 PJH
(related to *United States v.*
Grossi, No. 04-CR-40127)

SETTLEMENT AGREEMENT
AND DISMISSAL

20 THOMAS GROSSI,)
21 Defendant in No. 04-CR-4027)
22 And Claimant as Authorized)
23 By the Ninth Circuit to Seek)
24 Fees on Behalf of Prior)
Claimant Laurretta Weimer.)

1 The parties stipulate and agree as follows:

2 1. Plaintiff is the United States of America ("United States"). Defendant is Thomas Grossi
3 who is proceeding on behalf of his sister, Laretta Weimer (both hereafter referred to as "Grossi") as
4 authorized by the Ninth Circuit in No. 13-15487. Plaintiff and Grossi are referred to as the "parties" in
5 this document which is referred to as the "Settlement Agreement" or "Agreement."

6 2. The parties agree that the only remaining issue in the instant case is the Grossi's claim,
7 pursuant to 28 U.S.C. § 2465(b) for attorneys' fees and costs for services rendered by David M. Michael
8 and Edward M. Burch in connection with this case in the district court and throughout all appeals,
9 including Nos. 07-10272, 07-10430, 07-1627, 10-17821 and 13-15487. After full and open discussion,
10 the parties have agreed to resolve any and all outstanding claims for attorneys' fees and costs which
11 Grossi made, or could have made, in connection with the instant case in district court and in the listed
12 appeals in the Ninth Circuit.

13 3. The parties agree that the resolution of the lawsuit is based solely on the terms stated
14 in this Settlement Agreement. It is expressly understood that this Agreement has been freely and
15 voluntarily entered into by the parties. The parties further agree that there are no express or implied
16 terms or conditions of settlement, whether oral or written, other than those set forth in this Agreement.
17 This Agreement shall not be modified or supplemented. The parties have entered into this Agreement in
18 lieu of continued, protracted litigation in the district court and any further appeals to the Ninth Circuit.

19 4. This Settlement Agreement is expressly understood by the parties not to be an adjudication of
20 the merits of any factual or legal issue involving the claims for attorneys' fees and costs which were
21 brought, or could have been brought, as described in paragraph 2 above. The parties also agree that the
22 Settlement Agreement does not constitute an admission by any party, including any past or present
23 official, employee or agent of the United States, including the United States Department of Justice, that
24 any party has violated any law, including any statute or regulation.

25 5. The parties further agree that this Settlement Agreement does not constitute precedent
26 on any legal issue for any purpose whatsoever, including all administrative proceedings and any
27 lawsuits.

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1 6. In full and final settlement of Grossi's claims for attorneys' fees and costs, the parties
2 agree that the United States of America will pay Grossi one hundred twenty five thousand dollars
3 (\$125,000) plus accrued interest from the date that the Court enters this Settlement Agreement as an
4 order and after deducting any delinquent debts owed to any federal agency by Thomsas Grossi and/or
5 Laurretta Weimer ("Settlement Amount"). The Settlement Amount will be paid by wire transfer to the
6 account designated by Grossi on an ACH form, provided that Grossi first provides both a properly filled
7 out ACH form and that Grossi and Weimer each provide a properly filled out W9 form to the
8 undersigned Assistant United States Attorney. The Assistant United States Attorney will provide them
9 with the appropriate forms to fill out. Grossi understands that the United States will report this payment
10 to the Internal Revenue Service ("IRS"), and that questions as to tax liability, if any, as a result of this
11 payment is a matter solely between Grossi, Weimer and the IRS. Grossi and his attorneys have been
12 informed that payment of the Settlement Amount may take up to sixty (60) days to process.

13 7. Payment of the Settlement Amount shall be in full settlement and satisfaction of any and
14 all claims for attorneys' fees and costs which Grossi, his/her heirs, representatives and assignees made,
15 or could have made, in this case in district court and in the appeals to the Ninth Circuit listed in
16 paragraph 2 above. Further, Grossi releases and discharges the United States, as well as any past and
17 present officials, employees, agents, attorneys, their successors and assigns, from any and all claims for
18 attorneys' fees and costs which were made, or could have been made, in this case in district court and in
19 the appeals to the Ninth Circuit listed in paragraph 2. To the extent that any other party seeks attorneys'
20 fees and costs against the United States in connection with this case in district court and the appeals to
21 the Ninth Circuit listed in paragraph 2, Grossi as well as his/her heirs, representatives and assignees, also
22 agree to reimburse, indemnify, and hold harmless the United States of America, as well as any past and
23 present officials, employees, agents, attorneys, their successors and assigns, from and against any and all
24 claims, demands, rights, and causes of actions for attorneys' fees, whether known or unknown, including
25 without limitation claims for subrogation, indemnity, contribution, or lien of any kind.

26 8. Each party agrees to bear its or their own attorneys' fees and costs in connection with the
27 November 10, 2010 settlement conference, including time spent and expenses incurred in preparing for
28 that settlement conference.

