

1 JOSEPH P. RUSSONIELLO (CSBN 44332)
2 United States Attorney

3 BRIAN J. STRETCH (CSBN 163973)
4 Chief, Criminal Division

5 DAVID B. COUNTRYMAN (CSBN 226995)
6 Assistant United States Attorney

7 450 Golden Gate Avenue, 11th Floor
8 San Francisco, CA 94102
9 Telephone: 415.436.7303
10 Facsimile: 415.436.7234
11 Email: david.countryman@usdoj.gov

12 Attorneys for United States of America

13 UNITED STATES DISTRICT COURT
14 NORTHERN DISTRICT OF CALIFORNIA

15 UNITED STATES OF AMERICA,)
16)
17 Plaintiff,)
18)
19 v.)
20 APPROXIMATELY \$21,380 IN UNITED)
21 STATES CURRENCY;)
22 APPROXIMATELY \$17,000 IN UNITED)
23 STATES CURRENCY;)
24 APPROXIMATELY \$2,265 IN UNITED)
25 STATES CURRENCY;)
26 Defendant.)

No. 09-0675 PJH

SETTLEMENT AGREEMENT

27 The parties stipulate and agree as follows:

28 1. Plaintiff is the United States of America ("United States"). Defendants are:
approximately \$21,380 in United States Currency ("defendant \$21,380"); approximately \$17,000
in United States Currency ("defendant \$17,000"); and approximately \$2,265 in United States
Currency ("defendant \$2,265," collectively "defendant property"). After proper notification and
publication was given, Donny Chong, Eric Chong, Luong Chong, Quyen Chong, and Cindy
Chong (the "claimants") were the only people to file a timely Claim in this action. As a result,

1 only the Chongs have a right to defend the defendant property. The United States and the
2 claimants are hereafter referred to as the "parties" in this document which is hereinafter referred
3 to as the "Settlement Agreement" or "Agreement."

4 2. After full and open discussion, the parties agree to resolve any and all claims
5 against the defendant property, as well as against any and all past and present officials,
6 employees and agents of the United States, including those at the United States Department of
7 Justice, arising out of the facts alleged in the Complaint for Forfeiture filed on or about May 28,
8 2008.

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

16 4. The parties further agree that this Settlement Agreement does not constitute
17 precedent on any legal issue for any purpose whatsoever, including all administrative
18 proceedings and any lawsuits.

19 5. This settlement is a compromise over disputed issues and does not constitute any
20 admission of wrongdoing or liability by any party.

21 6. The parties agree that claimants release and discharge and hold harmless the
22 United States, as well as any past and present officials, employees, agents, attorneys, their
23 successors and assigns, from any and all obligations, damages, liabilities and demands of any
24 kind and nature whatsoever, whether suspected or unsuspected, at law or in equity, known or
25 unknown, arising out of the facts alleged in plaintiff's Complaint for Forfeiture.

26 7. Claimants do not contest that the United States has sufficient evidence to support
27 the forfeiture of defendant property. In order to resolve this case without the expense of further
28 litigation, however, the parties have agreed that defendant \$21,380 and defendant \$2,265 shall be

1 forfeited to the United States and that defendant \$17,000 (plus all interest accrued on defendant
2 \$17,000) shall be returned to claimant Sindy Chong. The return of defendant \$17,000 shall be in
3 full settlement and satisfaction of any and all claims by the claimants, their heirs, representatives
4 and assignees to defendant property.

5 8. The United States and Claimant agree that each party shall pay its own attorneys'
6 fees and costs.

7 9. Based on the foregoing Settlement Agreement between the United States,
8 claimants, the Parties agree that, subject to the Court's approval, this action be and hereby is
9 DISMISSED and that the proposed JUDGMENT OF FORFEITURE which is submitted with
10 this Settlement Agreement be entered.

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12 IT IS SO STIPULATED:

JOSEPH P. RUSSONIELLO
United States Attorney

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14 Dated: August 6, 2009




DAVID COUNTRYMAN
Assistant United States Attorney

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17 Dated: 20 July, 2009



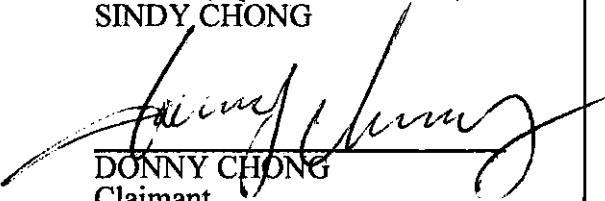
DAVID M. MICHAEL
Attorney for Claimants DONNY
CHONG, ERIC CHONG, LUONG
CHONG, QUYEN CHONG, and
SINDY CHONG

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21 Dated: 7/17/09, 2009

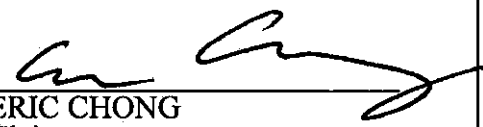


DONNY CHONG
Claimant

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24 Dated: 7/20/09, 2009



ERIC CHONG
Claimant


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Dated: 7.20.09, 2009


LUONG CHONG
Claimant

Dated: 7.16.09, 2009


QUYEN CHONG
Claimant

Dated: 7.16.09, 2009


SINDY CHONG
Claimant

BASED ON THE FOREGOING STIPULATION, IT IS SO ORDERED ON THIS 7th
DAY OF August, 2009.

