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9 Attorneys for United States of America

10 UNITED STATES DISTRICT COURT
11 NORTHERN DISTRICT OF CALIFORNIA

13 UNITED STATES OF AMERICA,)

14 Plaintiff,)

15 v.)

16 REAL PROPERTY AND IMPROVEMENTS)
17 LOCATED AT 1419 CAMELLIA DRIVE,)
18 EAST PALO ALTO, CALIFORNIA,)
ASSESSOR'S PARCEL NUMBER 063-412-)
010)

19 Defendant.)

No. C 09-02577 CW

SETTLEMENT AGREEMENT

21 The parties stipulate and agree as follows:

22 1. Plaintiff is the United States of America ("United States"). Defendant is the real
23 property and improvement located at 1419 Camellia Drive, East Palo Alto, California, Assessor's
24 Parcel Number 063-412-010 (hereinafter "defendant real property"). After proper notification
25 and publication was given, the only person who filed a timely Claim in this action is claimant
26 Monetta James (hereafter "Claimant" or "James"). As a result, only Claimant has a right to
27 claim the defendant real property. The United States and Claimant are hereafter referred to as the
28 "parties" in this document which is hereinafter referred to as the "Settlement Agreement" or

1 “Agreement.”

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

9 3. The parties further agree that this Agreement does not constitute precedent on any
10 legal issue for any purpose whatsoever, including all administrative proceedings and any
11 lawsuits.

12 4. This settlement is a compromise over disputed issues and does not constitute any
13 admission of wrongdoing or liability by any party. Neither party shall be considered a prevailing
14 party.

15 5. This Agreement is expressly conditioned on the following conditions. The failure
16 of the occurrence of any of these conditions is grounds for cancellation and termination of this
17 Agreement upon written notice of either party. In the event this Agreement shall be cancelled,
18 the parties shall be deemed to have reverted to their respective status and position as if this
19 Agreement had never occurred.

20 A. Monetta James shall sign the attached Hold Harmless agreement.

21 B. Within 20 days from the receipt of the Hold Harmless, the United States
22 will file releases of the lis pendens filed in the instant action as well as the lis pendens filed in
23 United States v. Desean Gardner, et al, CR 09-00203 CW. Copies will be provided to the
24 Claimant for filing with the County Recorder. The release of the lis pendenses shall be in full
25 settlement and satisfaction of any and all claims by Claimant, her heirs, representatives and
26 assignees to the defendant real property. Claimant, her heirs, representatives and assignees, shall
27 hold harmless the United States, any and all agents, officers, representatives and employees of
28 same, including all federal, state and local enforcement officers, for any and all acts directly or

1 indirectly related to the filing of the two lis pendens fled against the defendant real property
2 and all facts alleged in the Complaint for Forfeiture.

3 6. All notices or documents to be provided to Claimant shall be sent to James
4 Roberts, Ten Almaden Boulevard, San Jose, California, 95113. All notices or documents to be
5 provided to the United States shall be sent to AUSA David Countryman, 450 Golden Gate Ave,
6 11th Floor, San Francisco, CA 94102.

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

9 8. Upon completion of the conditions, the parties shall file a stipulation to dismiss
10 the present action.

11
12 IT IS SO STIPULATED:

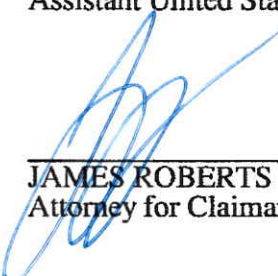
JOSEPH P. RUSSONIELLO
United States Attorney

13
14 *September*
15 Dated: August 2, 2010




DAVID COUNTRYMAN
Assistant United States Attorney

16
17
18 *September 1*
19 Dated: August _____, 2010



JAMES ROBERTS
Attorney for Claimant Monetta James

20
21
22 Dated: August 30, 2010



MONETTA JAMES
Claimant

23
24 BASED ON THE FOREGOING STIPULATION, IT IS SO ORDERED ON THIS 9th
25 DAY OF September, 2010

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27
28 

HONORABLE CLAUDIA WILKIN
United States District Judge

Hold Harmless

Monetta James, and the United States, by and through its counsel, Joseph P. Russoniello, United States Attorney, and Garth Hire, Assistant U.S. Attorney, do hereby agree to the following:

1. In consideration of the terms of the plea agreement entered into between Lowell James and the United States in Criminal Case CR 09-00203 CW, Monetta James, mother of the defendant, agrees as follows.

2. Monetta James acknowledges that she has been informed and advised of her right to retain counsel of her own choosing to represent her and that she enters into this agreement upon the advice of her own counsel.

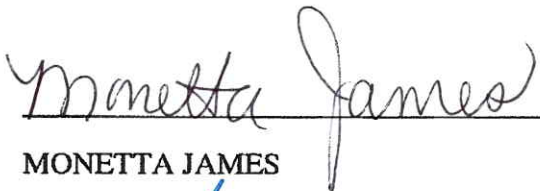
3. Monetta James agrees that there was reasonable cause for the seizure, arrest, or other encumbrance of property in this case and agrees that the person or persons who made the arrest or the prosecutor shall not be liable to suit or judgment.

4. Monetta James, her heirs, representatives and assignees shall hold harmless the United States, any and all agents, officers, representatives and employees of same, including all federal, state and local enforcement officers, for any and all acts directly or indirectly related to the filing of the two lis pendenses filed against 1419 Camellia Drive, East Palo Alto, CA; all facts alleged in Criminal Case CR 09-00203 CW; and all facts alleged in the related civil forfeiture action, C 09-02577 CW.

6. Monetta James agrees she is not a prevailing party in Civil Case CV 09-02577 CW and agrees to waive any and all right to attorney fees or other litigation costs.

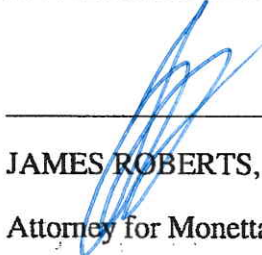
5. This agreement constitutes the entire agreement of the parties and relates solely to the matters described in this agreement.

DATED: Aug. 30, 2010



MONETTA JAMES

DATED: 9-1-10



JAMES ROBERTS, ESQ.
Attorney for Monetta James