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12 Attorneys for United States of America

13 UNITED STATES DISTRICT COURT
14 NORTHERN DISTRICT OF CALIFORNIA

13 UNITED STATES OF AMERICA,	}	No. CV 09-05355 SBA
14 Plaintiff,		
15 v.		
16 APPROXIMATELY \$270,380 IN UNITED STATES CURRENCY,	}	SETTLEMENT AGREEMENT
17 Defendant.		

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20 The parties stipulate and agree as follows:

21 1. Plaintiff is the United States of America ("United States"). Defendants is
22 approximately \$270,380 in United States Currency ("defendant \$270,380"). After proper
23 notification and publication was given, no party filed a timely claim, but Billy and Connie Rainer
24 (the "Rainers") timely requested an extension of time for which to file a claim, and the United
25 States agreed. As such, the Rainers are the only potential claimants in this action. The United
26 States and the Rainers are hereafter referred to as the "parties" in this document, which is
27 hereinafter referred to as the "Settlement Agreement" or "Agreement."

28 2. The parties agree that the resolution of the lawsuit is based solely on the terms
stated in this Settlement Agreement. It is expressly understood that this Agreement has been

1 freely and voluntarily entered into by the parties. The parties further agree that there are no
2 express or implied terms or conditions of settlement, whether oral or written, other than those set
3 forth in this Agreement. This Agreement shall not be modified or supplemented except in
4 writing signed by the parties.

5 3. The parties further agree that this Settlement Agreement does not constitute
6 precedent on any legal issue for any purpose whatsoever, including all administrative
7 proceedings and any lawsuits. This settlement is a compromise over disputed issues and does not
8 constitute any admission of wrongdoing or liability by any party.

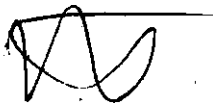
9 4. The Rainers consent to the forfeiture of the defendant \$270,380 to the United
10 States, pursuant to Title 21, United States Code, Section 881(a)(6), without further notice to
11 them, and agree that said property shall be disposed of according to law by the United States.

12 5. Based on the foregoing Settlement Agreement, the Parties agree that, subject to
13 the Court's approval, this action be and hereby is DISMISSED and that the proposed
14 JUDGMENT OF FORFEITURE which is submitted with this Settlement Agreement be entered.

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16 IT IS SO STIPULATED:


MELINDA HAAG
United States Attorney

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18 Dated: 3/15/11



DAVID COUNTRYMAN
Assistant United States Attorney

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21 Dated: 3/14/11



BRIAN J. PETERSEN, ESQ.
Attorney for Billy and Connie Rainer

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24 BASED ON THE FOREGOING STIPULATION, IT IS SO ORDERED ON THIS 17TH
25 DAY OF MARCH, 2011.

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HONORABLE SAUNDRA BROWN ARMSTRONG
28 United States District Judge