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

14 UNITED STATES OF AMERICA,)
15 Plaintiff,)
16 v.)
17 \$31,000 IN UNITED STATES)
18 CURRENCY,)
19 Defendant.)

No. 11-CV-0507 LB

SETTLEMENT AGREEMENT
AND ORDER

20 ERICK WILLIAM FRAGA,)
21 Claimant.)
22

23

24 The parties stipulate and agree as follows:

25 1. Plaintiff is the United States of America (“United States”). Defendant is \$31,000
26 in United States Currency (“Defendant \$31,000”). After proper notification was given and
27 publication made, the only person who filed a timely Claim and in this action is claimant Erick
28 William FRAGA. As a result, only claimant FRAGA has a right to defend Defendant \$31,000. The

1 United States and claimant FRAGA are hereafter referred to as the “parties” in this document which
2 is hereinafter referred to as the “Settlement Agreement” or “Agreement.”

3 2. After full and open discussion, the parties agree to resolve any and all claims against
4 Defendant \$31,000, as well as against any and all past and present officials, employees and agents
5 of the United States, including those at the United States Department of Justice, and the Petaluma
6 Police Department, arising out of the seizure of Defendant \$31,000 and the facts alleged in the
7 Complaint for Forfeiture filed on or about February 2, 2011.

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

15 4. In order to resolve this case without the expense of further litigation, the parties have
16 agreed that \$23,000 of defendant shall be forfeited to the United States and that \$8,000 of defendant
17 shall be returned to claimant Erick William FRAGA, by wiring that amount to his attorney, James
18 Bustamante, less any debt which claimant FRAGA owes to the United States, any agency of the
19 United States, or any other debt which the United States is authorized to collect. The money
20 returned to claimant FRAGA by wiring it to his attorney shall be in full settlement and satisfaction
21 of any and all claims which Erick William FRAGA, his heirs, representatives and assignees made
22 or could have made in this lawsuit.

23 5. The parties agree that claimant FRAGA releases and discharges the United States and
24 the Petaluma Police Department, as well as any past and present officials, employees, agents,
25 attorneys, their successors and assigns, from any and all obligations, damages, liabilities and
26 demands of any kind and nature whatsoever, whether suspected or unsuspected, at law or in equity,
27 known or unknown, arising out of the seizure of Defendant \$31,000 and the allegations in plaintiff’s
28 Complaint for Forfeiture, filed on February 2, 2011.

1 6. Claimant FRAGA shall hold harmless the United States, including its agents,
2 officers, representatives and employees, as well as any and all state and local law enforcement
3 officials, for any and all acts directly or indirectly related to the seizure of Defendant \$31,000, the
4 facts alleged in the Complaint for Forfeiture and the forfeiture of \$23,000 of defendant \$31,000.

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

7 8. Based on the foregoing, the parties agree that the Court shall dismiss this action in
8 a separate order of Judgment.

9
10 IT IS SO STIPULATED:

11 *June 7, 2011*
12 Dated: ~~May 18, 2011~~

MELINDA HAAG
United States Attorney

Patricia J. Kenney
PATRICIA J. KENNEY
Assistant United States Attorney

13
14 Dated: May __, 2011

James Bustamante
JAMES BUSTAMANTE
Attorney for Claimant
Erick William Fraga

15
16
17 Dated: May __, 2011

Erick William Fraga
ERICK WILLIAM FRAGA
Claimant

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19 BASED UPON CONSIDERATION OF THE FOREGOING STIPULATION, AND THE
20 ENTIRE RECORD, IT IS SO ORDERED AND A SEPARATE JUDGMENT OF FORFEITURE
21 OF THE \$23,000 AND DISMISSAL OF THE CASE WILL BE ENTERED.

22
23 Dated: June 8, 2011

HONORABLE LAUREL BEELER
United States Magistrate Judge

