

E-Filed: December 18, 2013

1 MELINDA HAAG (CABN 132612)
 United States Attorney
 2
 3 J. DOUGLAS WILSON (DCBN 412811)
 Chief, Criminal Division
 4 KIMBERLY E. HOPKINS (MABN 668608)
 Assistant United States Attorney
 5
 6 450 Golden Gate Avenue, Box 36055
 San Francisco, California 94102-3495
 Telephone: (415) 436-7200
 7 FAX: (415) 436-7234
 Email: kimberly.hopkins@usdoj.gov
 8
 Attorneys for United States of America
 9

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

13 UNITED STATES OF AMERICA,)	CASE NO. CV 13-1699 HRL
14 Plaintiff,)	SETTLEMENT AGREEMENT
15 v.)	
16 APPROXIMATELY \$36,022 IN UNITED)	
17 STATES CURRENCY, AND)	
18 APPROXIMATELY 147,500 IN MEXICAN)	
PESOS,)	
19 Defendant.)	

20
21 The parties stipulate and agree as follows:

- 22 1. Plaintiff is the United States of America ("United States"). Defendant is \$36,022 in
 23 United States Currency ("USC") and 147,500 in Mexican Pesos. After proper notification and
 24 publication was given, Luis Buenrostro (claimant) filed a claim for defendant currency. Claimant is the
 25 only claimant in this action. The United States and the claimant are hereafter referred to as the "parties"
 26 in this document, which is hereinafter referred to as the "Settlement Agreement" or "Agreement."
 27 2. The parties agree that the resolution of the lawsuit is based solely on the terms stated in
 28 this Settlement Agreement. It is expressly understood that this Agreement has been freely and

1 voluntarily entered into by the parties. The parties further agree that there are no express or implied
2 terms or conditions of settlement, whether oral or written, other than those set forth in this Agreement.

3 This Agreement shall not be modified or supplemented except in writing signed by the parties.

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

6 4. Claimant asserts that he is the sole owner and sole claimant to defendant currency seized
7 on or about August 24, 2012.

8 5. Claimant represents that he has had the opportunity to consult with an attorney, and he
9 has carefully read and understands the scope and effect of the provisions of this Settlement Agreement.

10 6. The parties have agreed that the United States will return \$36,022 of defendant currency
11 to Claimant. The return of \$36,022 in USC (and all interest accrued thereon, subject to any delinquent
12 debts owed to any federal, state, or local agencies) shall be in full settlement and satisfaction of any and
13 all claims by Claimant, his heirs, representatives and assignees to the defendant currency. Claimant, his
14 heirs, representatives and assignees, shall hold harmless the United States, any and all agents, officers,
15 representatives and employees of same, including all federal, state, and local enforcement officers, for
16 any and all acts directly or indirectly related to the seizure and forfeiture of the defendant currency.

17 7. Claimant does not contest that the remainder of the defendant currency (147,500 in
18 Mexican pesos, plus all interest accrued on that amount) is subject to forfeiture pursuant to Title 21,
19 United States Code, Section 881(a)(6). Claimant withdraws any administrative claim and consents to
20 the forfeiture of the remainder of the defendant currency to the United States (administrative or judicial,
21 civil, or criminal) without further notice to him. Claimant further relinquishes all right, title, and interest
22 in the remainder of the defendant currency and agrees that said currency shall be forfeited to the United
23 States and disposed of according to law by the United States. Claimant agrees not to assist any other
24 individual or entity in any effort to falsely contest this forfeiture. Claimant further waives all
25 constitutional and statutory challenges in any manner (including direct appeal, habeas corpus, or any
26 other means) to any forfeiture carried out in accordance with this Agreement on any grounds, including
27 that the forfeiture constitutes an excessive fine or punishment, and including statute of limitations.

28 8. Each party shall pay its own attorney fees and costs.

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

5
6 IT IS SO STIPULATED:

MELINDA HAAG
United States Attorney

7
8 Dated: 12/16/13


KIMBERLY E. HOPKINS
Assistant United States Attorney

9
10
11 Dated: 12/15/13


RUBEN T. MUNOZ
Attorney for Luis Buenrostro

12
13
14 Dated: 12/15/13


LUIS BUENROSTRO
Claimant

15
16 BASED ON THE FOREGOING STIPULATION, IT IS SO ORDERED ON THIS
17 17 DAY OF December, 2013.


HON. HOWARD R. LLOYD
United States Magistrate Judge