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 Counsel for Plaintiff

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 10 **UNITED STATES DISTRICT COURT**
 11 **DISTRICT OF NEVADA**

12 UNITED STATES OF AMERICA,)
)
 13 Plaintiff,)
)
 14 v.) 2:09-CV-1647-APG-(VCF)
)
 15 \$49,205.27 IN UNITED STATES CURRENCY,)
)
 16 Defendant.)

17 **SETTLEMENT AGREEMENT FOR ENTRY OF JUDGMENT OF FORFEITURE AS TO**
 18 **\$49,205.27 IN UNITED STATES CURRENCY AND ORDER**

19 The United States of America (“United States”), by and through Daniel G. Bogden, United
 20 States Attorney for the District of Nevada, and Daniel D. Hollingsworth, Assistant United States
 21 Attorney, and Gregg Gariti and his counsel, Margaret M. Stanish, respectively, stipulate as follows:

22 1. This case is a civil forfeiture action seeking to forfeit \$49,205.27 in United States Currency
 23 under 18 U.S.C. §§ 981(a)(1)(C) and 1955(d).

24 2. Gregg Gariti knowingly and voluntarily agrees to the civil judicial forfeiture of the
 25 \$49,205.27 in United States Currency.

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1 3. Gregg Gariti knowingly and voluntarily agrees to forfeit the \$49,205.27 in United States
2 Currency to the United States.

3 4. Gregg Gariti knowingly and voluntarily agrees to relinquish all right, title, and interest in
4 the \$49,205.27 in United States Currency.

5 5. Gregg Gariti knowingly and voluntarily agrees to waive their right to any civil judicial
6 forfeiture proceedings (“proceedings”) concerning the \$49,205.27 in United States Currency.

7 6. Gregg Gariti knowingly and voluntarily agrees to waive service of process of any and all
8 documents filed in this action or any proceedings concerning the \$49,205.27 in United States Currency
9 arising from the facts and circumstances of this case.

10 7. Gregg Gariti knowingly and voluntarily agrees to waive any further notice to him, his
11 agents, or his attorney regarding the forfeiture and disposition of the \$49,205.27 in United States
12 Currency.

13 8. Gregg Gariti knowingly and voluntarily agrees not to file any claim, answer, petition, or
14 other documents in any proceedings concerning the \$49,205.27 in United States Currency.

15 9. Gregg Gariti knowingly and voluntarily agrees to withdraw any claims, answers,
16 counterclaims, petitions, or other documents they filed in any proceedings concerning the \$49,205.27
17 in United States Currency.

18 10. Gregg Gariti knowingly and voluntarily agrees to waive the statute of limitations, the
19 CAFRA requirements, Fed. R. Civ. P. Supp. Rule A, C, E, and G, the constitutional requirements, and
20 the constitutional due process requirements of any forfeiture proceedings concerning the \$49,205.27 in
21 United States Currency.

22 11. Gregg Gariti knowingly and voluntarily agrees to waive his right to a trial on the
23 forfeiture of the \$49,205.27 in United States Currency.

24 12. Gregg Gariti knowingly and voluntarily agrees to waive (a) all constitutional, legal, and
25 equitable defenses to, (b) any constitutional or statutory double jeopardy defense or claim concerning,
26 and (c) any claim or defense under the Eighth Amendment to the United States Constitution,

1 including, but not limited to, any claim or defense of excessive fines or cruel and unusual punishments
2 in any proceedings concerning the \$49,205.27 in United States Currency.

3 13. Gregg Gariti knowingly and voluntarily agrees to the entry of a Judgment of Forfeiture of
4 the \$49,205.27 in United States Currency to the United States.

5 14. Gregg Gariti understands that the forfeiture of the \$49,205.27 in United States Currency
6 shall not be treated as satisfaction of any assessment, restitution, fine, cost of imprisonment, or any
7 other penalty that may be imposed on Gregg Gariti in addition to forfeiture.

8 15. Gregg Gariti knowingly and voluntarily agrees to the conditions set forth in this
9 Settlement Agreement for Entry of Judgment of Forfeiture as to Gregg Gariti and Order ("Settlement
10 Agreement").

11 16. Gregg Gariti knowingly and voluntarily agrees to hold harmless the United States, the
12 United States Department of Justice, the United States Attorney's Office for the District of Nevada,
13 the United States Department of Homeland Security, Homeland Security Investigations, the
14 Department of the United States Treasury, their agencies, their agents, and their employees from any
15 claim made by Gregg Gariti or any third party arising out of the facts and circumstances of this case.

16 17. Gregg Gariti knowingly and voluntarily releases and forever discharges the United States,
17 the United States Department of Justice, the United States Attorney's Office for the District of
18 Nevada, the Department of Homeland Security, Homeland Security Investigations, the Department of
19 the United States Treasury, their agencies, their agents, and their employees from any and all claims,
20 rights, or causes of action of any kind that Gregg Gariti now have or may hereafter have on account of,
21 or in any way growing out of, the seizures and the forfeitures of the property in the abandonment, the
22 civil administrative forfeitures, the civil judicial forfeitures, and the criminal forfeitures.

23 18. Each party acknowledges and warrants that its execution of the Settlement Agreement is
24 free and is voluntary.

25 19. The Settlement Agreement contains the entire agreement between the parties.

26 ...

1 20. Except as expressly stated in the Settlement Agreement, no party, officer, agent,
2 employee, representative, or attorney has made any statement or representation to any other party,
3 person, or entity regarding any fact relied upon in entering into the Settlement Agreement, and no
4 party, officer, agent, employee, representative, or attorney relies on such statement or representation in
5 executing the Settlement Agreement.

6 21. The persons signing the Settlement Agreement warrant and represent that they have full
7 authority to execute the Settlement Agreement and to bind the persons and/or entities, on whose behalf
8 they are signing, to the terms of the Settlement Agreement.

9 22. This Settlement Agreement shall be construed and interpreted according to federal
10 forfeiture law and federal common law. The jurisdiction and the venue for any dispute related to,
11 and/or arising from, this Settlement Agreement is the unofficial Southern Division of the United States
12 District Court for the District of Nevada, located in Las Vegas, Nevada.

13 23. Each party shall bear his or its own attorneys' fees, expenses, costs, and interest.

14 24. This Settlement Agreement shall not be construed more strictly against one party than
15 against the other merely by virtue of the fact that it may have been prepared primarily by counsel for

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1 one of the parties; it being recognized that both parties have contributed substantially and materially to
2 the preparation of this Settlement Agreement.

3 IT IS HEREBY CERTIFIED, pursuant to 28 U.S.C. § 2465(a)(2), that there was reasonable
4 cause for the seizure and forfeiture of the \$49,205.27 in United States Currency.

5 DATED: 11-8-13

DATED: _____

6 WRIGHT, STANISH, & WINCKLER

DANIEL G. BOGDEN
United States Attorney

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MARGARET M. STANISH
Counsel for GREGG GARITI

DANIEL D. HOLLINGSWORTH
Assistant United States Attorney

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10 DATED: 11/7/13

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12 
GREGG GARITI

17 IT IS SO ORDERED:

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20 UNITED STATES DISTRICT JUDGE

21 DATED: December 18, 2013

1 one of the parties; it being recognized that both parties have contributed substantially and materially to
2 the preparation of this Settlement Agreement.

3 IT IS HEREBY CERTIFIED, pursuant to 28 U.S.C. § 2465(a)(2), that there was reasonable
4 cause for the seizure and forfeiture of the \$49,205.27 in United States Currency.

5 DATED: _____

DATED: December 17, 2013

6 WRIGHT, STANISH, & WINCKLER

DANIEL G. BOGDEN
United States Attorney

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8 _____
9 MARGARET M. STANISH
Counsel for GREGG GARITI

/s/Daniel D. Hollingsworth
DANIEL D. HOLLINGSWORTH
Assistant United States Attorney

10 DATED: _____

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12 _____
13 GREGG GARITI

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17 IT IS SO ORDERED:

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20 _____
21 UNITED STATES DISTRICT JUDGE

22 DATED: December 18, 2013