

1 DANIEL G. BOGDEN  
 United States Attorney  
 2 Nevada Bar No. 5232  
 MICHAEL A HUMPHREYS  
 3 Assistant United States Attorney  
 Lloyd D. George United States Courthouse  
 4 333 Las Vegas Boulevard South, Suite 5000  
 Las Vegas, Nevada 89101  
 5 Telephone: (702) 388-6336  
 Facsimile: (702) 388-6787  
 6 Email: Daniel.Hollingsworth@usdoj.gov  
 Counsel for the United States of America  
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 10 UNITED STATES DISTRICT COURT  
 11 DISTRICT OF NEVADA

12 UNITED STATES OF AMERICA, )  
 )  
 13 Plaintiff, ) 2:10-CV-1828-RCJ-(GWF)  
 )  
 14 v. )  
 )  
 15 \$49,220.00 IN UNITED STATES CURRENCY, )  
 )  
 16 Defendant. )

17 **SETTLEMENT AGREEMENT, STIPULATION FOR ENTRY OF JUDGMENT OF**  
 18 **FORFEITURE AS TO ANDREW JOSEPH NEVILLE, 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 Michael A. Humphreys, Assistant United States  
 21 Attorney, and Andrew Joseph Neville (“Neville”), claimant herein, and his counsel, Dominic  
 22 Gentile, stipulate as follows.

23 1. That civil action alleges that the defendant 49,220.00 IN UNITED STATES  
 24 CURRENCY, (“US\$49,220.00”) is subject to forfeiture, because, as alleged in the complaint,  
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1 those proceeds were: furnished in exchange for a controlled substance; and/or are traceable to an  
2 exchange of controlled substances; and/or were used, or intended to be used, to facilitate violations  
3 of the Controlled Substances act; all in violation of 21 U.S.C. §881(a)(6).

4 2. The US\$49,220.00 is forfeited to the United States of America.

5 3. Neville knowingly and voluntarily agrees to the abandonment, the civil administrative  
6 forfeiture, the civil judicial forfeiture, or the criminal forfeiture of the US\$49,220.00.

7 4. Neville knowingly and voluntarily agrees to abandon or to forfeit the US\$49,220.00 to  
8 the United States.

9 5. Neville knowingly and voluntarily agrees to relinquish all right, title, and interest in the  
10 US\$49,220.00.

11 6. Neville knowingly and voluntarily agrees to waive his right to any abandonment  
12 proceedings, any civil administrative forfeiture proceedings, any civil judicial forfeiture  
13 proceedings, or any criminal forfeiture proceedings (“proceedings”) concerning the US\$49,220.00

14 7. Neville knowingly and voluntarily agrees to waive service of process of any and all  
15 documents filed in this action or any proceedings concerning the US\$49,220.00.

16 8. Neville knowingly and voluntarily agrees to waive any further notice to him, his  
17 agents, or his attorneys regarding the forfeiture and disposition of the US\$49,220.00.

18 9. Neville knowingly and voluntarily agrees not to file any claim, answer, petition, or  
19 other documents in any proceedings concerning the US\$49,220.00

20 10. Neville knowingly and voluntarily agrees to withdraw any claims, answers,  
21 counterclaims, petitions, or other documents he filed in any proceedings concerning the  
22 US\$49,220.00.

23 11. Neville knowingly and voluntarily agrees to waive the statute of limitations, the  
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1 CAFRA requirements, Fed. R. Crim. P. 7(c)(2), 32.2(a), and 32.2(b)(3), Fed. R. Civ. P. Supp. Rule  
2 A, C, E, and G, and the constitutional due process requirements of any abandonment proceeding or  
3 forfeiture proceeding concerning the US\$49,220.00.

4 12. Neville knowingly and voluntarily agrees to waive his right to a trial on the forfeiture  
5 of the US\$49,220.00.

6 13. Neville knowingly and voluntarily agrees to waive (a) all constitutional, legal, and  
7 equitable defenses to, (b) any constitutional or statutory double jeopardy defense or claim  
8 concerning, and (c) any claim or defense under the Eighth Amendment to the United States  
9 Constitution, including, but not limited to, any claim or defense of excessive fine in any the  
10 abandonment, the civil administrative forfeiture, the civil judicial forfeiture, or the criminal  
11 forfeiture concerning the US\$49,220.00.

12 14. Neville knowingly and voluntarily agrees to the entry of a Judgment of Forfeiture of  
13 the US\$49,220.00 to the United States.

14 15. Neville understands that the forfeiture of the US\$49,220.00 shall not be treated as  
15 satisfaction of any assessment, restitution, fine, cost of imprisonment, or any other penalty that  
16 may be imposed on Neville in addition to forfeiture.

17 16. Neville knowingly and voluntarily agrees to the conditions set forth in this Settlement  
18 Agreement, Stipulation for Entry of Judgment of Forfeiture, and Order (“Settlement Agreement”).

19 17. Neville knowingly and voluntarily agrees to hold harmless the United States, the  
20 United States Department of Justice, the United States Attorney’s Office for the District of  
21 Nevada, the Drug Enforcement Administration, their agencies, their agents, and their employees  
22 from any claim made by Neville, or any third party arising out of the facts and circumstances of  
23 this case.

1           18. Neville knowingly and voluntarily releases and forever discharges the United States,  
2 the United States Department of Justice, the United States Attorney’s Office for the District of  
3 Nevada, the Drug Enforcement Administration, their agencies, their agents, and their employees  
4 from any and all claims, rights, or causes of action of any kind that Neville now has or may  
5 hereafter have on account of, or in any way growing out of, the seizures and the forfeitures of the  
6 property in the abandonment, the civil administrative forfeitures, the civil judicial forfeitures, and  
7 the criminal forfeitures.

8           19. After the property is forfeited in the civil case and the United States District Court has  
9 signed the Settlement Agreement concerning the property, within a practicable time thereafter for  
10 the United States, the United States knowingly and voluntarily agrees to transfer \$16,407.67 to  
11 Neville through his attorney, Dominic Gentile (Gordon and Silver) at 3960 Howard Hughes Pkwy,  
12 Ninth Floor Vegas, Nevada 89169. The check will be made payable to “Andrew Joseph Neville  
13 and Dominic Gentile.”

14           20. Each party acknowledges and warrants that its execution of the Settlement Agreement  
15 is free and is voluntary.

16           21. The Settlement Agreement contains the entire agreement between the parties.

17           22. Except as expressly stated in the Settlement Agreement, no party, officer, agent,  
18 employee, representative, or attorney has made any statement or representation to any other party,  
19 person, or entity regarding any fact relied upon in entering into the Settlement Agreement, and no  
20 party, officer, agent, employee, representative, or attorney relies on such statement or  
21 representation in executing the Settlement Agreement.

22           23. The persons signing the Settlement Agreement warrant and represent that they have  
23 full authority to execute the Settlement Agreement and to bind the persons and/or entities, on

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1 whose behalf they are signing, to the terms of the Settlement Agreement.

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

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

7 26. This Settlement Agreement shall not be construed more strictly against one party than  
8 against the other merely by virtue of the fact that it may have been prepared primarily by counsel  
9 for one of the parties; it being recognized that both parties have contributed substantially and  
10 materially to the preparation of this Settlement Agreement.

11 IT IS HEREBY CERTIFIED, pursuant to 28 U.S.C. § 2465(a)(2), that there was  
12 reasonable cause for the seizure and forfeiture of the US\$49,220.00 in United States Currency.

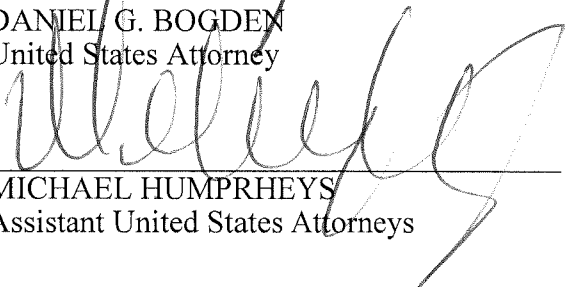
13 DATED: 5/16/12

DATED: May 17, 2012

14 GORDON SILVER

DANIEL G. BOGDEN  
United States Attorney

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16 \_\_\_\_\_  
DOMINIC GENTILE  
17 Counsel for Andrew Neville

  
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MICHAEL HUMPRHEYS  
19 Assistant United States Attorneys

18 DATED: 5-15-12

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20 \_\_\_\_\_  
ANDREW NEVILLE

21 IT IS SO ORDERED.

22   
23 \_\_\_\_\_  
UNITED STATES DISTRICT JUDGE

24 DATED: June 20, 2012