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

11 UNITED STATES OF AMERICA,)
 12)
 Plaintiff,)
 13)
 v.) 2:14-CV-1515-APG-(CWH)
 14)
 \$37,425.00 IN UNITED STATES)
 15 CURRENCY,)
 16 Defendant.)

17 **SETTLEMENT AGREEMENT FOR ENTRY OF JUDGMENT OF FORFEITURE AS TO**
 18 **RASHEEN GOODWIN 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 RASHEEN GOODWIN and his counsel, Kirk T. Kennedy, Esq., agree as follows:

22 1. This case is a civil forfeiture action seeking to forfeit \$37,425.00 in United States Currency
 23 under Title 21, United States Code, Section 881(a)(6).

24 2. RASHEEN GOODWIN knowingly and voluntarily agrees to the civil judicial forfeiture of
 25 the \$37,425.00 in United States Currency.

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1 3. RASHEEN GOODWIN knowingly and voluntarily agrees to forfeit the \$37,425.00 in
2 United States Currency to the United States.

3 4. RASHEEN GOODWIN knowingly and voluntarily agrees to relinquish all right, title, and
4 interest in the \$37,425.00 in United States Currency.

5 5. RASHEEN GOODWIN knowingly and voluntarily agrees to waive his right to any civil
6 judicial forfeiture proceedings (“proceedings”) concerning the \$37,425.00 in United States Currency.

7 6. RASHEEN GOODWIN knowingly and voluntarily agrees to waive service of process of
8 any and all documents filed in this action or any proceedings concerning the \$37,425.00 in United
9 States Currency arising from the facts and circumstances of this case.

10 7. RASHEEN GOODWIN knowingly and voluntarily agrees to waive any further notice to
11 him, his agents, or his attorney regarding the forfeiture and disposition of the \$37,425.00 in United
12 States Currency.

13 8. RASHEEN GOODWIN knowingly and voluntarily agrees not to file any claim, answer,
14 petition, or other documents in any proceedings concerning the \$37,425.00 in United States Currency.

15 9. RASHEEN GOODWIN knowingly and voluntarily agrees to withdraw any claims,
16 answers, counterclaims, petitions, or other documents he filed in any proceedings concerning the
17 \$37,425.00 in United States Currency.

18 10. RASHEEN GOODWIN knowingly and voluntarily agrees to waive the statute of
19 limitations, the CAFRA requirements, Supplemental Rules for Admiralty or Maritime Claims and
20 Asset Forfeiture Actions A, C, E, and G, 18 U.S.C. § 983, the constitutional requirements, and the
21 constitutional due process requirements of any forfeiture proceedings concerning the \$37,425.00 in
22 United States Currency.

23 11. RASHEEN GOODWIN knowingly and voluntarily agrees to waive his right to a trial on
24 the forfeiture of the \$37,425.00 in United States Currency.

25 12. RASHEEN GOODWIN knowingly and voluntarily agrees to waive (a) all constitutional,
26 legal, and equitable defenses to, (b) any constitutional or statutory double jeopardy defense or claim

1 concerning, and (c) any claim or defense under the Eighth Amendment to the United States
2 Constitution, including, but not limited to, any claim or defense of excessive fines or cruel and unusual
3 punishments in any proceedings concerning the \$37,425.00 in United States Currency.

4 13. RASHEEN GOODWIN knowingly and voluntarily agrees to the entry of a Judgment of
5 Forfeiture of the \$37,425.00 in United States Currency to the United States.

6 14. RASHEEN GOODWIN understands that the forfeiture of the \$37,425.00 in United States
7 Currency shall not be treated as satisfaction of any assessment, restitution, fine, cost of imprisonment,
8 or any other penalty that may be imposed on RASHEEN GOODWIN in addition to forfeiture.

9 15. RASHEEN GOODWIN knowingly and voluntarily agrees to the conditions set forth in
10 this Settlement Agreement for Entry of Judgment of Forfeiture as to RASHEEN GOODWIN and
11 Order (“Settlement Agreement”).

12 16. RASHEEN GOODWIN knowingly and voluntarily agrees to hold harmless the United
13 States, the United States Department of Justice, the United States Attorney’s Office for the District of
14 Nevada, the United States Postal Inspection Service, the United States Postal Service, the Department
15 of the United States Treasury, their agencies, their agents, and their employees from any claim made
16 by RASHEEN GOODWIN or any third party arising out of the facts and circumstances of this case.

17 17. RASHEEN GOODWIN knowingly and voluntarily releases and forever discharges the
18 United States, the United States Department of Justice, the United States Attorney’s Office for the
19 District of Nevada, the United States Postal Inspection Service, the United States Postal Service, the
20 Department of the United States Treasury, their agencies, their agents, and their employees from any
21 and all claims, rights, or causes of action of any kind that RASHEEN GOODWIN now has or may
22 hereafter have on account of, or in any way growing out of, the seizures and the forfeitures of the
23 property in the abandonment, the civil administrative forfeitures, the civil judicial forfeitures, and the
24 criminal forfeitures.

25 18. RASHEEN GOODWIN knowingly and voluntarily acknowledges, understands, and
26 agrees that (a) federal law requires the Department of the United States Treasury and other disbursing

1 officials to offset federal payments to collect delinquent tax and non-tax debts owed to the United
2 States and to individual states (including past-due child support); (b) if an offset occurs to the payment
3 to be made pursuant to this agreement, they will receive a notification from the Department of the
4 United States Treasury at the last address provided by them to the governmental agency or entity to
5 whom the offset payment is made; (c) if they believe the payment may be subject to an offset, they
6 may contact the Treasury Department at 1-800-304-3107; (d) the terms of this settlement do not affect
7 the tax obligations fines, penalties, or any other monetary obligations owed to the United States or an
8 individual state; and (e) the exact sum delivered to Kirk T. Kennedy, Esq., on behalf of him, may well
9 be a lesser sum, if the Treasury Offset Program reduces the amount in satisfaction of a debt obligation.

10 19. After the property is forfeited in the civil and criminal cases and the United States District
11 Court has signed the Settlement Agreement concerning the property, within a practicable time
12 thereafter for the United States, the United States agrees to release to RASHEEN GOODWIN one
13 payment of \$6,000.00 in United States Currency less any debt owed to the United States, any agency
14 of the United States, or any debt in which the United States is authorized to collect, through Kirk T.
15 Kennedy, Esq. RASHEEN GOODWIN knowingly and voluntarily agrees to fill out the Department
16 of the United States Treasury Automated Clearing House (“ACH”) form accurately and correctly and
17 submit it to the United States Attorney’s Office so that the payment of the money can be disbursed by
18 electronic fund transfer. RASHEEN GOODWIN knowingly and voluntarily agrees the \$6,000.00 in
19 United States Currency may be offset by any debt owed to the United States, any agency of the United
20 States, or any debt in which the United States is authorized to collect.

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

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

24 22. Except as expressly stated in the Settlement Agreement, no party, officer, agent,
25 employee, representative, or attorney has made any statement or representation to any other party,
26 person, or entity regarding any fact relied upon in entering into the Settlement Agreement, and no

1 party, officer, agent, employee, representative, or attorney relies on such statement or representation in
2 executing the Settlement Agreement.

3 23. The persons signing the Settlement Agreement warrant and represent that they have full
4 authority to execute the Settlement Agreement and to bind the persons and/or entities, on whose behalf
5 they are signing, to the terms of the Settlement Agreement.

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

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

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

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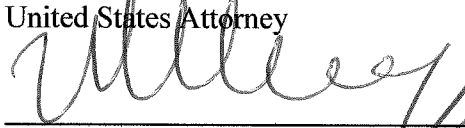
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1 IT IS HEREBY CERTIFIED, pursuant to 28 U.S.C. § 2465(a)(2), that there was reasonable
2 cause for the seizure and forfeiture of the \$37,425.00 in United States Currency.


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4 DATED: 12/11/14

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6 _____
7 Kirk T. Kennedy, Esq.
8 Counsel for Rasheen Goodwin

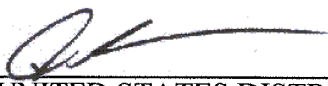
DATED: 12-16-14

DANIEL G. BOGDEN
United States Attorney

MICHAEL A. HUMPHREYS
Assistant United States Attorney

9 DATED: 12/11/14

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11 _____
12 Rasheen Goodwin

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16 IT IS SO ORDERED:

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18 
19 _____
20 UNITED STATES DISTRICT JUDGE

21 DATED: December 18, 2014