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**UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA**

UNITED STATES OF AMERICA,)
)
 Plaintiff,)
) 3:12-CV-346-LRH-(WGC)
 v.)
)
 \$71,585.00 IN UNITED STATES CURRENCY,)
)
 Defendant.)

SETTLEMENT AGREEMENT, STIPULATION FOR ENTRY OF JUDGMENT OF FORFEITURE AS TO THOMAS EDWARD MALONEY, AND ORDER

The United States of America, by and through Daniel G. Bogden, United States Attorney for the District of Nevada, and Michael A. Humphreys, Assistant United States Attorney, and THOMAS EDWARD MALONEY, and his counsel, Tammy M. Riggs, stipulate as follows:

- 1. This case is a civil forfeiture action seeking to forfeit \$71,585.00 in United States Currency under Title 21, United States Code, Section 881(a)(6).
- 2. THOMAS EDWARD MALONEY knowingly and voluntarily agrees to the abandonment, the civil administrative forfeiture, the civil judicial forfeiture, or the criminal forfeiture concerning the \$71,585.00 in United States Currency.
- ...

1 3. THOMAS EDWARD MALONEY knowingly and voluntarily agrees to abandon or to
2 forfeit the \$71,585.00 in United States Currency to the United States.

3 4. THOMAS EDWARD MALONEY knowingly and voluntarily agrees to relinquish all
4 right, title, and interest in the \$71,585.00 in United States Currency.

5 5. THOMAS EDWARD MALONEY knowingly and voluntarily agrees to waive his right
6 to any abandonment proceedings, any civil administrative forfeiture proceedings, any civil judicial
7 forfeiture proceedings, or any criminal forfeiture proceedings (“proceedings”) concerning the
8 \$71,585.00 in United States Currency.

9 6. THOMAS EDWARD MALONEY knowingly and voluntarily agrees to waive service of
10 process of any and all documents filed in this action or any proceedings concerning the \$71,585.00
11 in United States Currency arising from the facts and circumstances of this case.

12 7. THOMAS EDWARD MALONEY knowingly and voluntarily agrees to waive any further
13 notice to him, his agents, or his attorneys regarding the forfeiture and disposition of the \$71,585.00
14 in United States Currency.

15 8. THOMAS EDWARD MALONEY knowingly and voluntarily agrees not to file any claim,
16 answer, petition, or other documents in any proceedings concerning the \$71,585.00 in United States
17 Currency.

18 9. THOMAS EDWARD MALONEY knowingly and voluntarily agrees to withdraw any
19 claims, answers, counterclaims, petitions, or other documents he filed in any proceedings concerning
20 the \$71,585.00 in United States Currency.

21 10. THOMAS EDWARD MALONEY knowingly and voluntarily agrees to waive the statute
22 of limitations, the CAFRA requirements, Fed. R. Crim. P. 7(c)(2), 32.2(a), and 32.2(b)(3), Fed. R. Civ.
23 P. Supp. Rule A, C, E, and G, and the constitutional due process requirements of any abandonment
24 proceeding or forfeiture proceeding concerning the \$71,585.00 in United States Currency.

25 11. THOMAS EDWARD MALONEY knowingly and voluntarily agrees to waive his right
26 to a trial on the forfeiture of the \$71,585.00 in United States Currency.

1 12. THOMAS EDWARD MALONEY knowingly and voluntarily agrees to waive (a) all
2 constitutional, legal, and equitable defenses to, (b) any constitutional or statutory double jeopardy
3 defense or claim concerning, and (c) any claim or defense under the Eighth Amendment to the United
4 States Constitution, including, but not limited to, any claim or defense of excessive fine in any the
5 abandonment, the civil administrative forfeiture, the civil judicial forfeiture, or the criminal forfeiture
6 concerning the \$71,585.00 in United States Currency.

7 13. THOMAS EDWARD MALONEY knowingly and voluntarily agrees to the entry of a
8 Judgment of Forfeiture of the \$71,585.00 in United States Currency to the United States.

9 14. THOMAS EDWARD MALONEY understands that the forfeiture of the \$71,585.00 in
10 United States Currency shall not be treated as satisfaction of any assessment, restitution, fine, cost of
11 imprisonment, or any other penalty that may be imposed on THOMAS EDWARD MALONEY in
12 addition to forfeiture.

13 15. THOMAS EDWARD MALONEY knowingly and voluntarily agrees to the conditions
14 set forth in this Settlement Agreement, Stipulation for Entry of Judgment of Forfeiture, and Order
15 (“Settlement Agreement”).

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

21 17. THOMAS EDWARD MALONEY knowingly and voluntarily releases and forever
22 discharges the United States, the United States Department of Justice, the United States Attorney’s
23 Office for the District of Nevada, the Drug Enforcement Agency, their agencies, their agents, and their
24 employees from any and all claims, rights, or causes of action of any kind that THOMAS EDWARD
25 MALONEY now have or may hereafter have on account of, or in any way growing out of, the seizures

26 . . .

1 and the forfeitures of the property in the abandonment, the civil administrative forfeitures, the civil
2 judicial forfeitures, and the criminal forfeitures.

3 18. THOMAS EDWARD MALONEY knowingly and voluntarily acknowledges,
4 understands, and agrees that (a) federal law requires the Department of the United States Treasury and
5 other disbursing officials to offset federal payments to collect delinquent tax and non-tax debts owed
6 to the United States and to individual states (including past-due child support); (b) if an offset occurs
7 to the payment to be made pursuant to this agreement, he will receive a notification from the
8 Department of the United States Treasury at the last address provided by him to the governmental
9 agency or entity to whom the offset payment is made; (c) if he believes the payment may be subject
10 to an offset, he may contact the Treasury Department at 1-800-304-3107; (d) the terms of this
11 settlement do not affect the tax obligations fines, penalties, or any other monetary obligations he owes
12 to the United States or an individual state; and (e) the exact sum delivered to Tammy M. Riggs, on
13 behalf of him, may well be a lesser sum, if the Treasury Offset Program reduces the amount in
14 satisfaction of a debt obligation.

15 19. After the property is forfeited in the civil case and the United States District Court has
16 signed the Settlement Agreement concerning the property, within a practicable time thereafter for the
17 United States, the United States agrees to release to THOMAS EDWARD MALONEY one payment
18 of \$7,158.00 in United States Currency, less any debt owed to the United States, any agency of the
19 United States, or any debt in which the United States is authorized to collect, through Tammy M.
20 Riggs. THOMAS EDWARD MALONEY knowingly and voluntarily agrees to fill out the Department
21 of the United States Treasury Automated Clearing House (“ACH”) form accurately and correctly and
22 submit it to the United States Attorney’s Office so that the payment of the money can be disbursed by
23 electronic fund transfer. THOMAS EDWARD MALONEY knowingly and voluntarily agrees the
24 \$7,158.00 in United States Currency may be offset by any debt owed to the United States, any agency
25 of the United States, or any debt in which the United States is authorized to collect.

26 . . .

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

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

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

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

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

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

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

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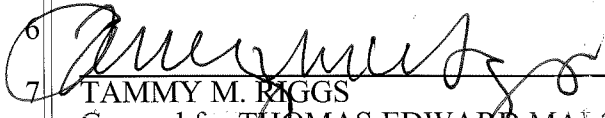
IT IS HEREBY CERTIFIED, pursuant to 28 U.S.C. § 2465(a)(2), that there was reasonable cause for the seizure and forfeiture of the \$71,585.00 in United States Currency.

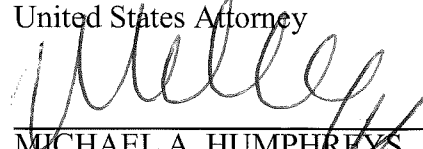
DATED: 8/12/2013

DATED: 8-22-13

FREEMAN & RIGGS, L.L.P.

DANIEL G. BOGDEN
United States Attorney


TAMMY M. RIGGS
Counsel for THOMAS EDWARD MALONEY


MICHAEL A. HUMPHREYS
Assistant United States Attorney

DATED: 8-4-13


THOMAS EDWARD MALONEY

IT IS SO ORDERED:

DATED this 27th day of August, 2013.



LARRY R. HICKS
UNITED STATES DISTRICT JUDGE