

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF NEW YORK**

UNITED STATES OF AMERICA,

Plaintiff,

v.

**STIPULATED SETTLEMENT
AGREEMENT AND ORDER OF
FORFEITURE**

**Civil No. 5: 10-CV-19
(GTS/GHL)**

**ONE 2005 CADILLAC CTS,
NEW YORK LICENSE PLATE NO.
DZX1074, VIN #1G6DP567550150601.**

Defendant.

IT IS HEREBY STIPULATED AND AGREED by and between the plaintiff, United States of America, and its attorney, Richard S. Hartunian, United States Attorney for the Northern District of New York, Carla Freedman, Assistant United States Attorney, of counsel, and David P. Martin, attorney for Solvay Bank, the lien holder, that:

WHEREAS, the United States of America has filed a Verified Complaint for Forfeiture of the defendant vehicle, in which it alleges that the defendant vehicle was used or intended to be used, to transport, or to facilitate the transportation, sale, receipt, possession, or concealment of controlled substances in violation of Title 21, United States Code, in paragraph (1), (2), or (9).

WHEREAS, Solvay Bank, has submitted a claim as a lien holder, and

WHEREAS, the parties desire to settle this matter without the need for further litigation,

NOW THEREFORE, the parties agree as follows:

1. The defendant 2005 Cadillac CTS, New York License plate no. DZX1074, VIN #1G6DP567550150601, shall be forfeited to the United States of America.

2. The lien holder, Solvay Bank, hereby withdraws its claim thereby relinquishing and forfeiting any and all right, title and interest in the defendant vehicle and it shall sign a release and hold harmless agreement in the form attached hereto and shall execute any and all documents necessary to effectuate the sale of the vehicle.

3. The United States Marshal for the Northern District of New York shall be directed to sell the defendant vehicle.

4. Upon the sale of the defendant vehicle, the United States Marshal shall deduct any and all reasonable costs relating to the seizure, forfeiture and sale of the vehicle.

5. The United States Marshal shall be directed to pay from the remaining net proceeds an amount up to \$4,325.30 to Solvay Bank, in full satisfaction and discharge of the lien held by Solvay Bank and Solvay Bank, shall provide to the United States Marshal an appropriate release, cancellation and satisfaction evidencing discharge of the lien.

6. In the event, the remaining net proceeds from the sale of the defendant vehicle are less than the lien amount, Solvay Bank agrees to accept a lesser amount, to be determined, in full satisfaction and discharge of the lien and Solvay Bank shall provide to the United States Marshal an appropriate release, cancellation and satisfaction evidencing discharge of the lien.

7. The terms and conditions herein represent the whole and complete agreement between the parties, and no other terms, conditions, previous agreements, or memoranda will be demanded, excepted, requested or performed by the parties.

8. This Court shall retain jurisdiction in the cause for the purpose of enforcing the terms of this agreement.

RICHARD S. HARTUNIAN
UNITED STATES ATTORNEY
Northern District of New York

Dated: 3/30/10



Carla Freedman
Assistant U.S. Attorney
Bar Roll No. 514723

Dated: 3/29/10



David P. Martin, Esq.
Attorney for Solvay Bank, lien holder

THIS COURT having before it the Stipulated Agreement of the parties to the above-referenced action, and the parties having agreed to its terms as indicated by their signatures, and notice of this seizure and forfeiture action having been posted on an official government site (www.forfeiture.gov.) for at least 30 days, beginning on January 23, 2010, it is hereby

ORDERED that the defendant, 2005 Cadillac CTS, is forfeited to the United States of America and it is further,

ORDERED that as requested, the claim of Solvay Bank, is hereby withdrawn thereby relinquishing and forfeiting any and all right, title and interest in the defendant vehicle and it shall sign a release and hold harmless agreement and shall execute any and all documents necessary to effectuate the sale of the vehicle and it is further,

ORDERED that the United States Marshal for the Northern District of New York shall be directed to sell the defendant vehicle and it is further,

ORDERED that upon the sale of the defendant vehicle, the United States Marshal shall deduct any and all reasonable costs relating to the seizure, forfeiture and sale of the vehicle and it is further,

ORDERED that The United States Marshal shall be directed to pay from the remaining net proceeds in an amount up to \$4,325.30 to Solvay Bank, in full satisfaction and discharge of the lien held by Solvay Bank and Solvay Bank shall provide to the United States Marshal an appropriate release, cancellation and satisfaction evidencing discharge of the lien and it is further,

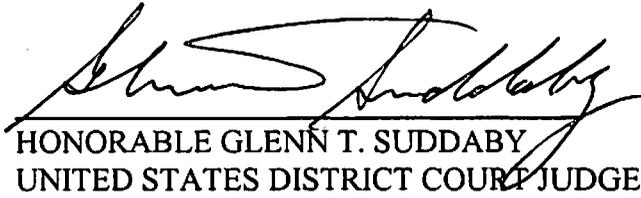
ORDERED that in the event, the remaining net proceeds from the sale of the defendant

vehicle are less than the lien amount, then Solvay Bank agrees to accept a lesser amount, to be determined, in full satisfaction and discharge of the lien and Solvay Bank shall provide an appropriate release, cancellation and satisfaction evidencing discharge of the lien and it is further,

ORDERED that this Court retains jurisdiction for the purpose of enforcing the terms of the settlement agreement, and it is further,

ORDERED that the Clerk of the Court shall enter judgment in accordance with the terms of this Order.

Dated: 4/9/10


HONORABLE GLENN T. SUDDABY
UNITED STATES DISTRICT COURT JUDGE

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Defendant.

AFFIDAVIT OF CARLA FREEDMAN

I, CARLA FREEDMAN, do hereby certify under the penalties of perjury that I am an Assistant United States Attorney in and for the Northern District of New York, of counsel to Richard S. Hartunian, United States Attorney for the Northern District of New York, and attorney for the plaintiff in the above-entitled action.

I further state upon information and belief that the known claimants to the defendant property are not in the military service of the United States and are not infants or incompetent persons.

Dated: *MARCH 30, 2010*



Carla Freedman
Assistant U.S. Attorney
Bar Roll No. 514723

HOLD HARMLESS AND RELEASE AGREEMENT

Properties Seized: **2005 Cadillac CTS**

Return to: Name: SOLVAY BANK

Address: _____

City: _____ State _____

Zip: _____

Phone No. _____

In exchange for an amount up to the sum of Four-Thousand Three-Hundred Twenty-Five Dollars and Thirty Cents (\$4,325.30), SOLVAY BANK, hereby releases and forever discharges the United States, its officers, agents, servants and employees, their heirs, successors, or assigns, from any and all actions, causes of action, suits, proceedings, debts, dues, contracts, judgments, damages, claims and/or demands whatsoever in law or equity which SOLVAY BANK, its heirs, successors, or assigns ever had, now have, or may have in the future in connection with the detention, seizure and/or release by agents of the Department of Justice, of the above listed property.

SOLVAY BANK, further agrees to hold and save the United States, its officers, agents, servants and employees, their heirs, successors, or assigns, harmless from any claims by any other, including costs and expenses for or on account of any and all lawsuits or claims of any character whatsoever in connection with the detention, seizure, and/or release by agents of the Department of Justice of the above listed property.

Dated: 3/29/10

BY: David A. Lattini, Esq.

AS ATTORNEY FOR SOLVAY BANK

Witnessed by: Elizabeth Enriquez