

The Honorable Benjamin H. Settle

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UNITED STATES DISTRICT COURT FOR THE
WESTERN DISTRICT OF WASHINGTON
AT TACOMA

UNITED STATES OF AMERICA,
Plaintiff,
v.
APPROXIMATELY 1,784,000
CONTRABAND CIGARETTES OF
ASSORTED BRANDS SEIZED FROM THE
INDIAN COUNTRY SMOKE SHOP MAIN
STORE; *et al.*
Defendants.

NO. 3:12-CV-5992-BHS
STIPULATED SETTLEMENT
AGREEMENT

Plaintiff United States of America and claimant Dennis Harris, Jr., by and through the undersigned counsel, hereby enter into this Stipulated Settlement Agreement upon the terms and conditions set forth below.

The United States filed an Amended Verified Complaint for Forfeiture *In Rem* against the defendant property, consisting of several vehicles, currency, and contraband cigarettes, on March 19, 2013, alleging the assets were (A) contraband cigarettes that were knowingly and unlawfully possessed in violation of 18 U.S.C. § 2342(a), and thus subject to forfeiture pursuant to 18 U.S.C. § 2344(c); (B) property constituting or derived from proceeds traceable to contraband cigarette trafficking in violation of 18 U.S.C. § 2342(a), and thus subject to forfeiture pursuant to 18 U.S.C. § 981(a)(1)(C); (C) a vehicle

1 involved in the violation of transportation of contraband, in violation of 49 U.S.C. §
2 80302(b) and 18 U.S.C. § 2342(a), and thus subject to forfeiture pursuant to 49 U.S.C. §
3 80303; and/or (D) property involved in structured transactions in violation of 31 U.S.C. §
4 5324(a)(3), and thus subject to forfeiture pursuant to 31 U.S.C. § 5317(c)(2) and 18
5 U.S.C. § 981(a)(1)(A). Docket 26. Claimant Dennis Harris, Jr. filed Claims to three
6 defendant vehicles, one 2009 Cadillac CTS-V, VIN 1G6DN57P290148380, one 2006
7 Dodge Ram 1500 pickup truck, VIN 1D7HA18256S529667, and one 2003 Hummer H2,
8 VIN 5GRGN23UX3H147134. *Id.*, Dockets 30 and 31.

9 In a related civil forfeiture case, *United States v. \$549,977.45, et al.*, No. 2:11-cv-
10 1975JLR, the United States filed a Verified Complaint for Forfeiture on November 28,
11 2011, against defendant property, consisting of \$549,977.45 in United States currency
12 and one 2005 Cadillac Escalade, VIN 1GYEK63N85R212801. *Id.*, Docket 1. Claimant
13 Dennis Harris, Jr. filed a Claim to the defendants \$549,977.45 and 2005 Cadillac
14 Escalade on January 9, 2012. *Id.*, Docket 7.

15 STIPULATION

16 1. Plaintiff United States stipulates and agrees to return \$125,000.00 of the
17 defendant \$549,977.45 in United States currency, in the above-referenced related case, to
18 claimant Dennis Harris, Jr., through his attorney, John Henry Browne.

19 2. Claimant Dennis Harris, Jr. agrees to withdraw his claim to the remaining
20 \$424,977.45 in United States currency and to the defendant 2005 Cadillac Escalade, VIN
21 1GYEK63N85R212801, and not to oppose the United States' Motion for Judgment of
22 Forfeiture as to said property, in the above-referenced related case.

23 3. Plaintiff United States stipulates and agrees to dismiss its forfeiture action
24 against and to return the defendant 2009 Cadillac CTS-V, VIN 1G6DN57P290148380, in
25 this case, to claimant Dennis Harris, Jr., through his attorney, John Henry Browne.

26 4. Claimant Dennis Harris, Jr. agrees to withdraw his claim to the defendant
27 2006 Dodge Ram 1500 pickup truck, VIN 1D7HA18256S529667, and the defendant
28 2003 Hummer H2, VIN 5GRGN23UX3H147134, in this case, and not to oppose the

1 United States' Motion for Judgment of Forfeiture as to said vehicles to be filed in that
2 case.

3 5. Claimant Dennis Harris, Jr. further stipulates and agrees he has no interest
4 in any of the remaining defendant property to which he has not filed a claim.

5 6. The return of property to claimant Dennis Harris, Jr. is not intended to
6 result in that individual being considered a "prevailing party" in this case or the above
7 referenced related civil forfeiture case so that he may not recover attorney's fees pursuant
8 to 28 U.S.C. § 2465.

9 7. Claimant Dennis Harris, Jr. understands and agrees that by entering into
10 this stipulated agreement, he waives any rights to further litigate his interest in the
11 property and to petition for remission or mitigation of the forfeiture. Thereafter, unless
12 specifically directed by an order of the Court, claimant Dennis Harris, Jr. shall be
13 excused and relieved from further participation in this action.

14 8. This Stipulated Settlement Agreement represents a full settlement and
15 satisfaction of all ownership and possessory claims by claimant Dennis Harris, Jr. to the
16 defendant property in this case and in the above-referenced related civil forfeiture case.
17 Further, this Stipulated Settlement Agreement represents a full settlement and satisfaction
18 of any and all claims by the plaintiff United States for the forfeiture of the above-
19 referenced three defendant vehicles in this case. The parties shall execute further
20 documents to the extent necessary to implement the terms of this Stipulated Settlement.
21 Each party is to bear its own costs and attorney's fees.

22 9. Claimant Dennis Harris, Jr. hereby agrees to release and forever discharge
23 the United States, its agencies, agents, employees, and officers, and any other foreign,
24 state, or local law enforcement agents or officers involved in the investigation relating to
25 this case, from any and all claims, liens, demands, obligations, actions, causes of action,
26 indemnifications, damages, liabilities, losses, costs and expenses, of any nature
27 whatsoever, known or unknown, past, present or future, ascertained or unascertained,
28 suspected or unsuspected, existing or claimed to exist, which said claimant, his respective

1 heirs, successors, or assigns may have had, now have, or may hereafter have, arising out
2 of the seizure, handling and disposition of the defendant property in this case and above-
3 referenced related case, the investigation leading to such actions, and the subsequent
4 forfeiture proceedings, including any claims for interest or attorney's fees.


5 10. This agreement shall not be construed to create rights in, or grant any cause
6 of action to, any third party not covered by this agreement.

7
8 DATED: 4/26/16

/s/Richard E. Cohen

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Counsel for Plaintiff United States of America


16 DATED: 4/25/16


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Counsel for Claimant Dennis Harris, Jr.

ORDER

This Stipulated Settlement Agreement is hereby APPROVED and its terms are hereby ORDERED.

DATED: April 29, 2016



BENJAMIN H. SETTLE
United States District Judge

Presented by:

/s/Richard E. Cohen

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