

**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF TEXAS
SAN ANTONIO DIVISION**

UNITED STATES OF AMERICA,

Petitioner,

V.

**\$553,112.68 IN UNITED STATES
CURRENCY SEIZED FROM CITIBANK
ACCOUNT 801667341 IN THE NAME
OF CONSTRUCTION LIMITED,**

Respondent.

CIVIL NO. SA-19-CV-1033-OLG

**STIPULATION AND SETTLEMENT AGREEMENT
AND HOLD HARMLESS AGREEMENT**

Petitioner, United States of America (United States), by and through the undersigned Assistant United States Attorney and Claimant City of Coppell, Texas, by and through its attorney of record, M. Shelby Percy, the Parties in the above-styled and numbered forfeiture proceeding, for the consideration expressed in the following agreement, have agreed to enter into this Stipulation and Settlement Agreement and Hold Harmless Agreement (hereinafter Agreement) as to:

\$553,112.68 in United States Currency seized from Citibank Account 801667341 in the name of Construction Limited,

hereinafter referred to as the Respondent Property, and have therefore agreed to the following terms, conditions, and provisions:

HOLD HARMLESS AGREEMENT AND STIPULATIONS OF THE PARTIES

1. That the City of Coppell, Texas, on behalf of itself, its heirs, executors, administrators, or assigns, does hereby release and forever discharge the United States; the United States

Secret Service; and/or their individual agents, servants, and/or employees from any and all claims for all damages resulting, or to result from the seizure, retention, custody, and/or from the instant civil forfeiture proceeding against the Respondent Property; and

2. That without limiting any other releases or waivers set forth in this Agreement, Claimant City of Coppell, Texas hereby expressly waives any potential claims or actions based upon the forfeiture proceedings against the Defendant Property, allegedly arising under or based upon the Federal Torts Claims Act, the United States Constitution, and/or *Bivens v. Six Unknown Named Agents of Federal Bureau of Narcotics*, 403 U.S. 388 (1973); and
3. That Claimant City of Coppell, Texas waives any and all defenses in this cause – constitutional, statutory, or otherwise; and
4. That Claimant City of Coppell, Texas waives any and all right to appeal the entry of the order or final judgment of the Court related to or as part of this Agreement; and
5. That Claimant City of Coppell, Texas agrees that the United States; the United States Secret Service; and/or their individual agents, servants, and/or employees thereof had within its knowledge, information, and belief certain facts amounting to probable cause that the Defendant Property was subject to forfeiture pursuant to Title 18 U.S.C. § 981(a)(1)(C) for the violation of Title 18 U.S.C. § 1343; and
6. That it is acknowledged by the United States and Claimant City of Coppell, Texas that this Agreement is executed in compromise and settlement of disputed claims and is not to be construed as an admission of any wrongdoing whatsoever by Claimant City of Coppell, Texas, nor by the United States, United States Secret Service; and/or their individual agents, servants, and/or employees thereof; and

7. That it is acknowledged by the Parties that this Agreement resolves the instant civil forfeiture action only.

STIPULATION AND SETTLEMENT AGREEMENT

That in consideration of the above, it is further agreed and stipulated by and between the Parties as follows:

1. That the United States, upon the execution of this Agreement by the Parties, shall file a Joint Motion for Order Adopting Stipulation and Settlement Agreement and Hold Harmless Agreement; and
2. That the United States, through the United States Secret Service, shall release and return the Respondent Property to City of Coppell, Texas by and through its attorney of record, M. Shelby Percy, on the earliest date possible after issuance of the final judgment in the instant cause and upon the completion and processing of all documentation by the United States Secret Service related to the return of the Respondent Property; and
3. That Claimant City of Coppell, Texas shall complete the ACH Vendor/Miscellaneous Payment Enrollment form and/or any necessary forms to be used by the United States Secret Service for the return of the Respondent Property; and
4. That the Parties to this Agreement shall perform any and all acts, execute any and all documents, and perform any actions reasonably necessary in order to carry out the terms and provisions of this Agreement; and
5. That the Parties to this Agreement will each bear their own costs of litigation of this action, expenses, and attorney's fees;
6. That this Agreement contains the entire agreement between the Parties concerning the

matters set forth herein. All prior discussions, negotiations, and agreements, if any, whether oral or written, are hereby superseded by this document. Further, no addition or modification of this Agreement will be effective unless set forth in writing and signed by all the Parties; and

7. That the persons signing this Agreement warrant and represent that they possess full authority to bind the persons on whose behalf they are signing to the terms of this Agreement.
8. That this Court shall retain jurisdiction in this cause of action for the purpose of enforcing the terms, provisions, and conditions of this Agreement and Final Judgment; and
9. That upon the Court's adoption of this Agreement, the Parties stipulate to the dismissal of this cause of action with prejudice and without costs and attorney's fees to either party.

IN WITNESS WHEREOF, WE HAVE HEREUNTO SET OUR HANDS ON THE DATES INDICATED BELOW:

By: _____	_____
FIDEL ESPARZA III	Date
Assistant United States Attorney	

By: _____	_____
M. Shelby Percy	Date
Associate City Attorney	
City of Coppell, Texas	

By: _____	_____
	Date

Claimant City of Coppell, Texas