

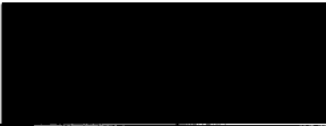

## SETTLEMENT AGREEMENT FOR CURRENCY

This Agreement is made between [REDACTED] Ramirez (Claimant), represented by attorney Daniel M. Smith, and the Department of Homeland Security, U.S. Customs and Border Protection (CBP). This Agreement sets forth the terms of the parties' resolution of the seizure and forfeiture case against \$10,138.00 in U.S. currency ("Currency"), which was seized on or about December 23, 2019, under Seizure No. 2020 2506 000 [REDACTED] pursuant to the authority of Title 31, United States Code, Sections 5316 and 5317.

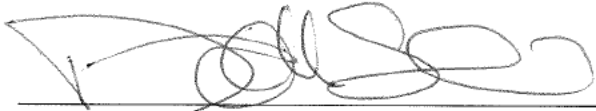
1. Claimant, who certifies he owns the Currency, hereby withdraws any petition for remission or request for judicial forfeiture proceedings concerning the Currency.
2. Claimant agrees to the administrative forfeiture of \$500.00 of the Currency in lieu of forfeiture of all of the Currency.
3. CBP agrees to refund to Claimant \$9,638.00 of the Currency. CBP will begin processing the refund following its receipt of this Agreement bearing Claimant's and his attorney's signatures.
4. This Agreement shall not constitute evidence or an admission of wrongdoing by any party. Specifically, it is not evidence or an admission that Claimant violated any law or regulation, and it is not evidence or an admission that CBP violated any law or regulation in seizing the Currency.
5. Except as specifically provided herein, this Agreement is without prejudice to any other rights of the parties.
6. Claimant agrees to unconditionally release and forever discharge the United States Government, its employees, officers, agents, servants, successors, or assigns from any and all claims, demands, damages, causes of action or suits brought by any person, of whatever kind and description, which Claimant, his heirs, successors or assigns ever had, now have, or may have in the future in connection, directly or indirectly, with the seizure, detention and/or release of the Currency.
7. This Agreement constitutes the complete understanding of the parties. The parties agree that no other promises or agreements shall be binding unless signed by all parties and that there are no implied terms or conditions of this Agreement.
8. The parties agree to bear their own costs and attorney's fees, if any.
9. This Agreement may be executed in counterparts. Signatures received via facsimile or by email as a .pdf file shall constitute originals for purposes of the Agreement.

Settlement Agreement  
2020 2506 000 [REDACTED]  
\$10,138.00

10. The parties agree to execute any additional documents necessary to implement this Agreement.

  
\_\_\_\_\_  
Ramirez 


3-5-2020  
Date

  
\_\_\_\_\_  
Daniel M. Smith  
Attorney for Claimant

3-5-2020  
Date

\_\_\_\_\_  
Marcia A. Gomez  
Fines, Penalties & Forfeitures Officer

\_\_\_\_\_  
Date

Settlement Agreement  
2020 2506 000   
\$10,138.00