Exhibit A

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

UNITED STATES OF AMERICA v. ADIANA PIERRE, Defendant _______________ FIRST CITIZENS NATIONAL BANK, Petitioner.	Case No. 24-cr-10007-MJJ

SETTLEMENT AGREEMENT AS TO A 2018 PORSCHE MACAN

The United States of America, by Leah B. Foley, United States Attorney, and petitioner, First Citizens National Bank (the "Petitioner"), (collectively, with the United States, the "Parties"), set forth the following:

WHEREAS, on January 16, 2024, the United States of America filed an Information charging defendant Adiana Pierre (the "Defendant") with Conspiracy to Commit Wire Fraud, in violation of 18 U.S.C. § 1349 (Count One), and Conspiracy to Engage in Unlawful Monetary Transactions, in violation of 18 U.S.C. § 1956(h) (Count Two);

WHEREAS, the Information also included a wire fraud forfeiture allegation, pursuant to 18 U.S.C. § 981(a)(1)(C) and 28 U.S.C. § 2461(c), which provided notice that the United States intended to seek the forfeiture, upon conviction of the Defendant of the offense set forth in Count One of the Information of any property, real or personal, which constitutes or is derived from proceeds traceable to the offense, and a money laundering forfeiture allegation, pursuant to 18 U.S.C. § 982(a)(1), which provided notice that the United States intended to seek the forfeiture, upon conviction of the Defendant of the offense set forth in Count Two of the Information of any property, real or personal, involved in such offense, and any property traceable to such property;

WHEREAS, such property specifically included, among other named property, a Porsche Macan with Vehicle Identification Number ("VIN") WP1AA2A52JLB08044, registered to the Defendant and seized on January 25, 2023, from Lookout Mountain, Tennessee (the "Porsche");

WHEREAS, on February 9, 2024, at a hearing pursuant to Rule 11 of the Federal Rules of Criminal Procedure, the Defendant pled guilty to Counts One and Two of the Information;

WHEREAS, on June 7, 2024, a sentencing hearing was held whereby this Court sentenced the Defendant to 17 months' incarceration, three years of supervised release, $5,479,708 in restitution, and a $200 special assessment;

WHEREAS, on June 7, 2024, this Court issued a Preliminary Order of Forfeiture, pursuant to 18 U.S.C. §§ 981(a)(1)(C) and 982(a)(1), 28 U.S.C. § 2461(c), and Rule 32.2(b)(2) of the Federal Rules of Criminal Procedure, against the Porsche, among other property;

WHEREAS the Preliminary Order of Forfeiture forfeited all of the Defendant's interests in the Porsche to the United States and directed the United States to publish notice on a government website for thirty (30) consecutive calendar days and, to the extent practicable, give direct written notice to any person known to have alleged an interest in the properties to be forfeited;

WHEREAS, pursuant to 21 U.S.C. § 853(n)(1) and Rule 32.2 of the Federal Rules of Criminal Procedure , the notice stated: (a) that any person, other than the Defendant, asserting a legal interest in the Porsche shall, within sixty (60) days after the first day of publication on the government forfeiture website or within thirty (30) days after receipt of actual notice, whichever is earlier, file a petition with the United States District Court in Boston, Massachusetts, requesting a hearing to validate his or her interest in the Porsche; and (b) that the petition shall be signed by the petitioner under the penalty of perjury and shall set forth the nature and extent of the petitioner's right, title, or interest in the Porsche, the time and circumstances of the petitioner's acquisition of the right, title, or interest in the Porsche, and any additional facts supporting the petitioner's claim, and the relief sought;

WHEREAS, the Petitioner contacted the United States and asserted an interest in the Porsche;

WHEREAS the State of Tennessee Department of Revenue has issued a Certificate of Title bearing the number 36528506 for the Porsche that identifies the Petitioner as the first lienholder and lists the date of the first security interest as December 10, 2021;

WHEREAS, the Tennessee Department of Revenue Taxpayer and Vehicle Services Division issued a Noting of a Lien regarding the Porsche that identifies the Petitioner as the first lienholder with a lien date of December 10, 2021;

WHEREAS, on December 10, 2021, the Defendant, the Defendant's then-spouse, and the Petitioner executed a Promissory Note in which the Defendant and her then-spouse agreed to $40,621.00 to the Petitioner, together with interest on the unpaid principal balance from December 10, 2021, until paid in full, and executed a Commercial Security Agreement, in which the Defendant and her then-spouse granted the Petitioner a security interest in the Porsche to secure the indebtedness and agreed that the Petitioner would have rights to the Porsche to include the rights to take any action the Petitioner deemed appropriate if, among other things, forfeiture proceedings commenced by any governmental agency;

WHEREAS, as of this date, no other parties have filed a claim to the Porsche or otherwise defended against this forfeiture action as to the Porsche, as required by 21 U.S.C. §§ 853(n)(2) and (3), and the time within which to do so has expired; and

WHEREAS the Parties now desire to reach a full and final settlement of this matter as to the Porsche (the "Settlement Agreement").

NOW THEREFORE, it is stipulated and agreed by and among the undersigned Parties as follows:

1. The Petitioner has asserted, under penalties of perjury, an interest in the Porsche, attached hereto as Exhibit A. Namely, as described above and in the attached petition, the Petitioner holds a lien on the Porsche pursuant to a Promissory Note and Commercial Security Agreement executed by the Defendant, the Defendant's then-spouse, and the Petitioner, and the unpaid principal at the time of seizure was $33,449.22. The United States recognizes the Petitioner's interest in the Porsche.

2. Upon execution by the Parties, this Settlement Agreement shall be filed with the United States District Court for the District of Massachusetts as an attachment to the United States' Motion for a Final Order of Forfeiture. This Court shall retain jurisdiction to enforce the provisions of this Agreement.

3. Subject to the terms set forth in this Settlement Agreement, and in the Final Order of Forfeiture entered by the Court, the Parties agree that the Porsche shall be judicially forfeited to the United States of America.

4. The Parties agree that upon the sale of the Porsche, pursuant to the Final Order of Forfeiture, the United States shall pay to the Petitioner, via its attorney or as otherwise directed by the Petitioner, from the net proceeds of the sale, after payment of the reasonable expenses incurred by the United States in connection with its custody and sale of the Porsche, after payment of any

taxes owed as a result of such custody or sale,[1] after payment of any outstanding expenses necessary to sell the Porsche, and less any debt that the Petitioner owes to the United States, or any agency of the United States, or any debt that the United States is authorized to collect from the Petitioner, the following:

a. unpaid principal due and owing under the Promissory Note and Commercial Security Agreement;

b. accrued interest at the base contractual rate (not the default rate), to the date of payment; and

c. any escrow advances and/or other fees and costs properly chargeable to the Promissory Note and Commercial Security Agreement.

5. The Petitioner shall, upon request by the United States, provide the United States documents to convey clean title in the sale of the Porsche, consistent with Tennessee, Massachusetts, or other applicable law as well as a valid and updated payoff amount.

6. The Parties further agree that upon the execution of this Settlement Agreement, the United States shall move for a Final Order of Forfeiture, forfeiting the Porsche to the United States, consistent with the terms of this Settlement Agreement.

7. The Parties agree that the settlement of this matter upon the terms and conditions set forth herein is in full, final, and complete satisfaction of any and all claims arising out of the seizure, restraint, and/or forfeiture of the Porsche by the United States. This settlement does not include any finding or admission of fact or wrongdoing.

8. The Petitioner unconditionally releases, indemnifies, and holds harmless the United States and its officers, agents, employees, and representative, both past and present, including, but not limited to, the United States Department of Justice, the United States Attorney's Office, the

[1] Tax liability accrues until the United States takes title through a Final Order of Forfeiture.

Internal Revenue Service, as well as any state, county, or local law enforcement agencies whose personnel assisted in the forfeiture proceedings against the Porsche, from any and all civil and/or criminal claims, including, but not limited to, demands, damages, causes of action, or suits, of whatever kind and/or description and wheresoever situated, which might now or ever exist by reason of, or grow out of or affect, directly or indirectly, the restraint of the Porsche, the forfeiture proceedings against the Porsche, or the provisions of the instant Settlement Agreement.

9. All rights of appeal are hereby waived by the Parties.

10. Except as otherwise provided in this Settlement Agreement, each party shall bear its own fees, including attorneys' fees and other expenses, incurred by it in connection with any of the proceedings pertaining directly or indirectly to this forfeiture action.

11. The Petitioner hereby acknowledged that it has been represented by competent counsel in connection with the Settlement Agreement, that the provisions of this Settlement Agreement and the legal effects thereof have been explained, and that the Petitioner is entering into this Settlement Agreement freely and voluntarily, without coercion, duress, or undue influence.

12. Each party represents and warrants to the other that the execution and delivery of this Settlement Agreement and the performance of such party's obligations hereunder have been duly authorized and that the Settlement Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms, and that the person signing this Settlement Agreement on its behalf has authority to bind such party.

13. This Settlement Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement.

IN WITNESS WHEREOF, the United States of America, by its attorney, Leah B. Foley, United States Attorney, and First Citizens National Bank hereby execute this Settlement Agreement.

LEAH B. FOLEY United States Attorney	FIRST CITIZENS NATIONAL BANK
By: ANNAPURNA BALAKRISHNA Digitally signed by ANNAPURNA BALAKRISHNA Date: 2025.11.21 11:07:35 -05'00' Annapurna Balakrishna Assistant United States Attorney One Courthouse Way, Suite 9200 Boston, Massachusetts 02210 (617) 748-3100 annapurna.balakrishna@usdoj.gov	By: ________________
Dated:	Dated: 11-17-25