IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

UNITED STATES OF AMERICA *v.* DARRELL THOMAS, DEFENDANT,	Criminal Action No. 1:20-CR-296-JPB-AJB **[Ancillary Proceedings]**
AND DAYTONA BEACH IMPORTS INC D/B/A AUTO PAWN DAYTONA, THIRD-PARTY CLAIMANT.	

STIPULATED SETTLEMENT AGREEMENT AS TO CLAIMANT DAYTONA BEACH IMPORTS INC D/B/A AUTO PAWN OF DAYTONA

The United States of America and Claimant, Daytona Beach Imports Inc d/b/a Auto Pawn of Daytona (“Claimant”), (collectively, “Parties”), hereby stipulate and agree to compromise and settle the Claimant’s claim to a 2017 Acura NSX with VIN 19UNC1B08HY000536 (“Property”), (Doc. 510).

NOW, THEREFORE, THE UNITED STATES AND CLAIMANT DAYTONA BEACH IMPORTS INC D/B/A AUTO PAWN OF DAYTONA HEREBY STIPULATE AND AGREE AS FOLLOWS:

1. The United States and Claimant agree, understand and acknowledge that none of the parties to this Stipulated Settlement Agreement admit or acknowledge any liability whatsoever to the other and, further, that the parties specifically and expressly deny any such liability. Neither this Stipulated Settlement Agreement nor any payment hereunder is to be construed as an admission of liability by either party.
2. The Parties hereby stipulate that any of the violations involving the Defendant, Thomas Darrell, occurred without the knowledge of the Claimant.
3. The Parties stipulate that Claimant holds an ownership interest in the property in the amount of $50,000.00 pursuant to a title pawn agreement entered on February 1, 2021, between the Claimant and Nathalie Ferreira Conception, owner of ISB Ventures LLC.
4. The United States agrees that upon entry of a Final Order of forfeiture forfeiting the Property to the United States, and the sale of the Property by the United States, the United States will pay the Claimant $50,000.00 (Fifty Thousand Dollars).
5. The payment to the Claimant shall be in full settlement and satisfaction of any and all claims by the Claimant to the Property.

6. In consideration of the foregoing, the Claimant hereby releases any and all title, claims, rights, and causes of action they have or may have to the Property, which shall be disposed of according to law by the U.S. Marshals Service. The Claimant shall not be entitled to receive any further payment from the United States as a result of this action.

7. The Claimant expressly agrees to hold harmless and indemnify the United States and its agents and employees from any and all claims, suits, and demands that may be brought against any of them in connection with, arising from, or relating in any way to the seizure, this forfeiture action, or the drafting of this agreement.

8. The terms of this Stipulated Settlement Agreement are contingent upon the forfeiture of the Property to the United States and the Court's entry of a Final Order of Forfeiture in the instant case.

9. The Claimant understands and agrees that by entering into this Stipulation, they waive any rights to further litigate against the United States their interest in the Property or to petition for remission or mitigation of the forfeiture. Unless specifically directed by order of this Court, the Claimant is hereby excused and relieved from further participation in this action.

10. The United States and the Claimant shall each be responsible for its own attorneys' fees and costs incurred in connection with this forfeiture action.

11. This agreement constitutes the entire understanding between the parties hereto concerning the settlement of these forfeiture proceedings. This agreement shall have no effect on any civil, criminal, administrative or tax-related action that has been or may be brought against the Claimant or anyone else as a result of the facts and circumstances giving rise to the seizure. No promise or representation that is not expressly set forth herein has been made to the Claimant to obtain their consent to this agreement.

12. Any payments related to this Stipulated Settlement Agreement are subject to offset pursuant to the Treasury Offset Program. Federal law requires the Department of the Treasury and other disbursing officials to offset Federal payments to collect delinquent tax and non-tax debts owed to the United States by Claimant, and certain other debts owed to individual States by Claimant, including delinquent child support, to the extent such debts may exist. The Internal Revenue Service also levies disbursing officials to collect delinquent tax debts. Agencies submitting debts for collection by offset or levy send due process notification to the last known address prior to submission. If a payment to be made to Claimant is reduced to collect a

debt, the Department of Treasury will send a notice to Claimant at the last address provided by Claimant to the governmental agency or entity to whom the offset payment is made.

13. The terms and conditions of this agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, representatives, successors and assignees.

Executed this 16th day of December, 2022.

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