IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF FLORIDA
TALLAHASSEE DIVISION

UNITED STATES OF AMERICA,

v. Case No.: 4:22-cr-32-MW/MAF

FELICIA TIFFANY JACKSON-STANLEY
AND
WILBERT J. STANLEY III,

Defendants.
_____/

STIPULATED SETTLEMENT AGREEMENT

The United States of America ("United States") and Crosscountry Mortgage, LLC ("Petitioner") hereby enter into this Stipulated Settlement Agreement ("Settlement Agreement"). The parties hereby stipulate and agree to compromise and settle Petitioner's interest in the real property located at 3770 Laurel Trace Way, Tallahassee Florida 32303, more specifically described as:

> **Real property located and situated in Leon County, Florida, located at 3770 Laurel Trace Way, Tallahassee, FL 32303, described as: Lot 6, Block D of Laurel Trace, according to the Plat thereof as Recorded in Plat Book 16, Page 75, of The Public Records of Leon County, Florida, and further described in Leon County Official Records Book 5510**

Hereinafter "the Real Property". This Settlement Agreement is entered into by the parties pursuant to the following terms:

1. The United States and the Petitioner agree, understand, and

acknowledge that none of the parties to this 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 Settlement Agreement nor any payment or release hereunder is to be construed as an admission of liability by either party.

2. The parties stipulate that Petitioner holds a vested interest and is an innocent lienholder to the Real Property by virtue of a purchase money mortgage loan promissory note between Crosscountry Mortgage, LLC and Felicia Tiffany Jackson-Stanley and Wilbur Stanley and that certain Security Deed securing Petitioner's loan, which through September 1, 2023, has an outstanding payoff balance, including accrued interest, late charges, and attorney's fees in the amount of $234,642.58. Petitioner's interest includes all unpaid interest which continues to accrue at a rate of $14.28 per day, as well as any taxes and casualty insurance premiums paid by the mortgage holder until the date of the sale of the property.

3. The United States agrees that upon entry of a final order and judgment of forfeiture in the instant case wherein the Real Property is ordered forfeited to the United States, the United States will cause the Real Property to be sold in a commercially reasonable manner for a price that will satisfy any and all liens, including but not limited to Petitioner's lien, as well as all of the sale and administrative expenses associated with marketing and selling the Real Property.

4. Upon receipt and verification of the payment outlined in Paragraph 2 above, Petitioner agrees to cancel its security instrument on title to the Real Property. Petitioner agrees to execute further documents, to the extent necessary, to convey clear title or ownership of the Real Property to the United States or a third-party purchaser and to further implement the terms of this Settlement Agreement. Petitioner shall not be entitled to receive any further payment from the United States as a result of the seizure or the forfeiture of the Real Property.

5. Upon receipt of payment set out in Paragraph 2, Petitioner agrees not to pursue against the United States any other rights that it may have under its aforementioned loan promissory note and Security Deed.

6. The terms of this Settlement Agreement are contingent upon the forfeiture of the Real Property to the United States and the Court's entry of a final order and judgment of forfeiture in the instant case.

7. Petitioner understands and agrees that by entering into this Settlement Agreement of its interest in the Real Property and on receipt of payment set out in Paragraph 2, Petitioner waives any right to further litigate its interest in the Real Property or to petition for remission or mitigation of the forfeiture. Thereafter, unless specifically directed by an Order of this Court, Petitioner shall be excused and relieved from further participation in this action.

8. Petitioner understands and agrees that the United States reserves the

right to release the Real Property to Petitioner in the event that the outstanding balance owed to Petitioner and any other lienholders is greater than the value of the Real Property. A discretionary termination of the forfeiture shall not be a basis for any award for fees or costs, including attorney's fees.

9. Upon receipt of payment set out in Paragraph 2, Petitioner understands, acknowledges, and agrees to hold harmless and indemnify the United States, and any agents, servants, and employees of the United States, including, but not limited to any involved State or Local law enforcement agencies and their agents, servants, or employees, the United States Department of Justice, the United States Attorney's Office for the Northern District of Florida, and the United States Department of Treasury, from any and all claims by Petitioner and its officers, directors, shareholders, agents, servants, employees, successors, parent corporations, subsidiaries, divisions, attorneys, successors and assigns that currently exist or that may arise as a result of the Government's actions against and relating to the Real Property.

10. Petitioner acknowledges that it has been represented by competent counsel of its own choosing in connection with the negotiation, preparation, and execution of this Settlement Agreement, that its provisions and the legal effect of them have been fully explained, and that Petitioner has entered into this Settlement Agreement freely and voluntarily, without coercion, duress, or undue influence.

11. The United States and Petitioner agree that each party is responsible for its own attorney's fees and expenses, except as provided in Paragraph 2 above.

12. This Settlement Agreement constitutes the entire understanding between the parties hereto concerning the settlement of these forfeiture proceedings and shall have no effect on any criminal or tax-related action that has been or may be brought against Petitioner 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 Petitioner to obtain Petitioner's consent to this Settlement Agreement.

13. Payments related to this 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 Petitioner, and certain other debts owed to individual States by Petitioner, including delinquent child support. The IRS 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 Petitioner is reduced to collect a debt, the Department of Treasury will send a notice to Petitioner at the last address provided by Petitioner to the governmental agency or entity to whom the offset payment is made. If Petitioner believes that its

payment may be subject to an offset, Petitioner may contact the Treasury Department at l-800-304-3107.

14. The terms of this Settlement Agreement shall be binding upon and are for the benefit of the parties hereto and their respective heirs, executors, administrators, representatives, successors or assigns.

15. This Settlement Agreement may be executed in counterparts, each of which constitutes an original, and all of which constitute one and the same Settlement Agreement.

This 16th day of August, 2023.

PREPARED BY:

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