EXHIBIT B

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF WEST VIRGINIA
BECKLEY

UNITED STATES OF AMERICA,

Plaintiff.

v. Case No. 5:23-cv-393

$168,849.42 SEIZED FROM FIRST COMMUNITY BANK, ACCOUNT NUMBER XX2781;
$299,604.40 SEIZED FROM FIRST COMMUNITY BANK, ACCOUNT NUMBER XX2660;
$2,333,832.28 CASH FROZEN FROM ALLY INVEST SECURITIES, LLC, ACCOUNT NUMBER XXX-X6295-11 RR A34;
$45,000.00 SECURITIES FROZEN FROM ALLY INVEST SECURITIES, LLC, ACCOUNT NUMBER XXX-X6295-11 RR A34;

Defendants *in rem*.

STIPULATED SETTLEMENT AGREEMENT

The United States of America and Claimant Ross Bailey ("Claimant"), (collectively, the "Parties"), desire to reach a full and final settlement of all civil claims arising out of this forfeiture action without the necessity of further legal action.

The Parties stipulate and agree to settle Claimant's interest in certain properties subject to forfeiture in this case. This agreement is entered into by the Parties pursuant to the following terms:

1. The Parties 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 or action hereunder is to be construed as an admission of liability by any party.
2. Claimant, individually or through respective companies for which he is an owner, has an interest in the property identified below (collectively, "Defendant Accounts").

3. Claimant consents to forfeiture to the United States in the amount of approximately $1,518,013.58 as of April 8, 2025. The forfeiture amount is accruing interest daily at an amount of $205.48.

4. Claimant consents to forfeiture to the United States of his right, title, and interest in the following properties:

   a. Approximately $1,518,013.58 as of April 8, 2025, plus daily interest of $205.48 from frozen Ally Invest Securities, LLC account number xxx-x6295-11 RR A34.

5. The United States Attorney's Office for the Southern District of West Virginia agrees to request that the forfeited funds be applied to Ross Bailey's restitution obligation in Case No. 5:24-cr-00105. If the restoration request is approved, then the United States Attorney's Office for the Southern District of West Virginia will apply the Approximately $1,518,013.58 as of April 8, 2025, plus daily interest of $205.48 from frozen Ally Invest Securities, LLC account number xxx-x6295-11 RR A34 to Ross Bailey's restitution obligation regarding EIDL Loan #6296888002 in Case No. 5:24-cr-00105.

6. Claimant is in default of EIDL Loan #XXXXXX8002. If the restoration request is approved, the Parties agree that approximately $730,895.55 is also owned to the Small Business Administration and that seized and/or frozen funds from the Defendant Accounts shall be sent to the Small Business Administration to payoff EIDL Loan #XXXXXX8002.

7. If the restoration request in not approved, then remaining funds will be made available to satisfy the restitution obligation in Case No. 5:24-cr-00105 in the amount of approximately $1,518,013.58 as of April 8, 2025, plus daily interest of $205.48.

8. The Parties agree that the remaining Defendant Accounts shall be liquidated and shall be applied to the civil penalty obligation in Case No. 5:24-cv-455.
9. The Parties acknowledge, understand and agree that the cash and securities currently frozen in Ally Invest Securities, LLC account numbers xxx-x6295-11 RR A34, must be liquified to satisfy the terms of this Stipulated Settlement Agreement, that none of the funds recovered from liquidating these accounts will be returned to the Claimant.
10. Claimant acknowledges, understands, and agrees that the United States shall dispose of the Forfeited Property according to law.
11. Claimant avers that he is an owner of the Defendant Accounts, whether in his individual or corporate capacity. Claimant further avers that he has the authority to stipulate and agree to the terms of the Stipulated Settlement Agreement concerning his interests in any assets owned by R & R Delivery Service, Inc. Claimant attests that he has the legal authority to bind the corporate entity and authorize forfeiture of the corporation's assets.
12. Claimant understands, acknowledges, and agrees to hold harmless and indemnify the United States, its agents, representatives, an employees, 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 Southern District of West Virginia, the United States Department of Treasury, and the United States Secret Service, from all claims, suits, or demands made upon them of whatever nature, in connection with, arising from or relating in any way to the seizure and detention of the subject properties or the execution of this Stipulated Settlement Agreement.

13. Claimant understands, acknowledges, and agrees that his or her agent's execution of this Stipulated Settlement Agreement releases any and all rights, demands, claims, suits, actions, or causes of action Claimant has or may have against any and all law enforcement agents involved in the seizure of the subject properties.
14. Claimant acknowledges and understands the provisions of this Stipulated Settlement Agreement and the legal effect of them, and Claimant has entered into this Stipulated Settlement Agreement freely and voluntarily, without coercion, duress, or undue influence.
15. The United States and Claimant agree that each party shall be responsible for their own attorney's fees and costs.
16. The Stipulated Settlement Agreement constitutes the entire understanding between the parties hereto concerning the settlement of Claimant's individual and corporate civil forfeiture claims. This Stipulated Settlement Agreement shall have no effect on any civil, criminal, administrative, or tax-related action that has been or may be brought against Claimant or anyone else as a result of the facts and circumstances giving rise to the seizure of the Subject Properties. No promise or representation that is not expressly set forth herein has been made to Claimant to obtain his consent to this Stipulated Settlement Agreement.
17. The terms of this Stipulated Settlement Agreement are contingent upon the Court's entry of a final order and judgment of forfeiture.
18. The terms and conditions of this Stipulated Settlement Agreement shall be binding upon and are for the benefit of the parties hereto and their respective representatives, heirs, successors, executors, administrators, and assigns.

Agreed to by:

Ross Bailey
ROSS JAY BAILEY
Defendant

4-24-2025
Date Signed

R. Brandon Johnson
R. BRANDON JOHNSON
Counsel for Defendant

4. 24, 2025
Date Signed

JOHN D. (JODY) WOOTON, JR.
Counsel for Defendant

4/24/25
Date Signed

JUSTIN A. MARLOWE
Assistant United States Attorney

4/29/25
Date Signed