UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

CASE NO. 24-CR-60003-WILLIAMS

UNITED STATES OF AMERICA

v.

ERNEST BERNARD GONDER, JR.,

Defendant.

STIPULATION AND SETTLEMENT AGREEMENT ON REAL PROPERTY LOCATED AT 1621 NW 2nd AVE, POMPANO, BEACH, FLORIDA 33060

The United States and Defendant Ernest Bernard Gonder, Jr. ("Defendant") (collectively, "Parties") stipulate and agree that:

1. The Parties agree to resolve this matter consistent with the sound policy favoring settlement of legal disputes without resort to unnecessary litigation.

2. The Court has jurisdiction over the Parties and the subject matter of this Stipulation and Settlement Agreement ("Agreement").

3. The Agreement is subject to the approval by the Court, and a violation of any term or condition shall be construed as a violation of an order of the Court.

4. On March 20, 2024, pursuant to 21 U.S.C. § 853(p), the Court entered a Preliminary Order of Forfeiture, Dkt. No. 19, forfeiting, subject to third-party interests, the following property to the United States: real property located at 1621 NW 2nd Ave., Pompano Beach, Florida 33060-5217, including all buildings, fixtures, appurtenances, improvements, attachments and easements found therein or thereon,

Also known as: KENALL GREEN SEC A 43-49 B Lot 13 BLK 2

Parcel Identification No. 484226060300 ("Property").

5. The Preliminary Order of Forfeiture further entered a forfeiture money judgment in the amount of $168,248.41 against the Defendant. *Id.* The entire balance of the forfeiture money judgment remains unpaid.

6. Defendant, including his representatives, agents, heirs, relatives, and assigns, hereby withdraws all claims and waives any answer and defense that Defendant has or might have against the United States and all agents, officers, employees, and contractors thereof ("Released Parties"), relating to the investigation, seizure, and forfeiture of the Property, including but not limited to any claim for lost profits, lost interest, or excessive fines under the Eighth Amendment of the United States Constitution.

7. Defendant agrees to release and hold harmless the Released Parties from all claims that currently exist or that may arise as a result of the United States' actions against and relating to the Property.

8. In lieu of forfeiture of the Property by the United States, the Parties agree that Defendant shall remit to the United States $168,248.41 in United States currency ("Settlement Payment"). Defendant agrees to the final forfeiture of the Settlement Payment, and upon receipt of the Settlement Payment, all right, title, and interest in the Settlement Payment shall vest in the United States. Payment instructions shall be provided by the United States.

9. In exchange, the United States agrees to dismiss the forfeiture proceedings against the Property and not to pursue forfeiture against any other property owned by the Defendant.

10. If the Settlement Payment is not remitted to the United States within 120 days of the Court's approval of the Agreement, Defendant consents to the final forfeiture up to and including $168,248.41 in net equity in any real property that he owns. The Settlement Payment

deadline may be extended by the United States in its discretion.

11. If any of the Defendant's properties are sold under the conditions set forth in Paragraph 10, the United States agrees to remit any net sale proceeds in excess of $168,248.41 back to the Defendant.

12. For purposes of this Stipulation, the term net sale proceeds from the sale shall mean the sale price of any property sold by the United States under the conditions set forth in Paragraph 10, less the amounts payable for expenses incurred in connection with the sale as they appear on the closing documents and settlement statement for the transaction ("Settlement Statement"), and as approved by the United States Attorney's Office for the Southern District of Florida.

13. Defendant further agrees to sign an affidavit under penalty of perjury attesting that the Settlement Payment is derived from a legitimate source and agrees to attach proof of the source of funds to such affidavit prior to remitting the Settlement Payment to the United States.

14. Defendant shall not commit, nor allow any act to be done to diminish or otherwise alter the value of the Property. Defendant agrees that he will not take any action to encumber, transfer, dispose of or cloud the title to the Property until the Settlement Payment is made to the United States. Defendant further agrees that he will not file a voluntary petition for bankruptcy until the Settlement Payment made. Defendant also agrees that he shall continue to be responsible for all real property taxes, liens, and other claims and encumbrances against all real properties owned by the Defendant until the Settlement Payment is made.

15. The Parties agree that the Settlement Payment shall be applied in full satisfaction of the Defendant's forfeiture money judgment.

16. This Agreement does not negate any other financial obligations that Defendant owes or may owe to the United States, including, but not limited to, tax obligations, fines, penalties, or restitution.

17. Defendant acknowledges that the Debt Collection Improvement Act of 1996, as codified at 31 U.S.C. § 3716 and administered through the Treasury Offset Program ("TOP"), requires the United States Treasury to offset federal payments to collect certain delinquent debts owed by a payee to the United States, a United States agency, or a state. Accordingly, Defendant acknowledges that if any property belonging to the Defendant is sold by the United States under the conditions set forth in Paragraphs 10 and 11 above, any payment to Defendant may be reduced under the conditions set forth in this paragraph.

18. Defendant understands that he may retain counsel to represent him in these proceedings. Knowing and understanding that he may retain counsel, Defendant knowingly and willfully waives his right to retain counsel in these proceedings.

19. Each of the Parties agrees to bear its own costs and attorney's fees.

20. Defendant has read and fully understands each provision of the Agreement and has freely and voluntarily signed the Agreement.

21. The Agreement may be executed in one or more counterparts, each of which when executed and delivered shall be an original, and all of which when executed shall constitute one and the same instrument.

[THIS SPACE INTENTIONALLY LEFT BLANK]

22. The Agreement contains the entire agreement between the Parties.

FOR DEFENDANT:

02-09-26
Date

ERNEST BERNARD GONDER, JR.
Defendant

FOR THE UNITED STATES OF AMERICA:

JASON A. REDING QUIÑONES
United States Attorney

2/10/2026
Date

NICOLE GROSNOFF
Assistant United States Attorney