

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION

UNITED STATES OF AMERICA,

Plaintiff,

Case No. 8:19-cv-908-T-02AEP

v.

13318 LOST KEY PLACE, LAKEWOOD
RANCH, FLORIDA, et al.

Defendants.

NOTICE OF FILING
STIPULATED SETTLEMENT AGREEMENT

The United States of America hereby gives notice of filing the Stipulated Settlement Agreement entered into by the United States and Steven F. Herrig and Natalee A. Herrig, third party claimants, regarding the forfeiture and disposition of the defendant real property located at 4064 Founders Club Drive, Sarasota, Florida. *See* Attachment A.

Respectfully submitted,

MARIA CHAPA LOPEZ
United States Attorney

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CERTIFICATE OF SERVICE

I hereby certify that on August 20, 2019, I electronically filed the foregoing with the Clerk of the Court by using the CM/ECF system which will send a notice of electronic filing to counsel of record.

s/Suzanne C. Nebesky

SUZANNE C. NEBESKY
Assistant United States Attorney

UNITED STATES DISTRICT COURT
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UNITED STATES OF AMERICA,

Plaintiff,

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13318 LOST KEY PLACE, LAKEWOOD
RANCH, FLORIDA, et al.,

Defendants.

**STIPULATED SETTLEMENT AGREEMENT
BETWEEN THE UNITED STATES AND THE HERRIGS**

The United States of America and Steven F. Herrig and Natalee A. Herrig (collectively the Claimants), by and through their counsel Charles F. Johnson, agree to settle the Claimant's claim (Doc. 35) for the following property, which is subject to forfeiture pursuant to the Amended Complaint filed on April 18, 2019 (Doc. 12):

The real property located at 4064 Founders Club Drive, Sarasota, FL 34240, including all improvements thereon and appurtenances thereto, the legal description for which is as follows:

LOT D-4, FOUNDERS CLUB, A SUBDIVISION,
ACCORDING TO THE PLAT THEREOF RECORDED IN
PLAT BOOK 44, PAGE 30, OF THE PUBLIC RECORDS OF
SARASOTA COUNTY, FLORIDA.

Property ID Number: 0220030024.

ATTACHMENT A

1. The parties agree that the Claimants have a prior vested or superior interest in the property and any violations involving the property occurred without the knowledge and consent of the Claimants.

2. The Claimants consent to the entry of a Judgment of Forfeiture for the property, subject to their recognized interest and the terms of this Settlement Agreement, which shall be incorporated into any Proposed Judgment of Forfeiture.

3. If the United States obtains a Judgment of Forfeiture, the property will ultimately be sold by the Court-appointed Receiver in the related case *Commodity Futures Trading Commission v. Oasis International Group, Limited, et al.*, Case Number 8:19-cv-886-T-33SPF. See Doc. 48-1 at 4.

4. The United States hereby recognizes the interest of the Claimants and agrees that in the event that a Judgment of Forfeiture of the property is entered, and solely from the proceeds of the sale of the property, to the extent that there are sufficient proceeds, after the deduction of the expenses relating to the maintenance, custody, publication, marketing, and sale of the property, including any and all outstanding taxes and interest due and owing to the Sarasota County Tax Collector, the Receiver will pay the following to Claimants:

a. Unpaid principal in the amount of \$1,065,000, due to the

Claimants under the Mortgage recorded on October 23, 2017, under Instrument No. 2017130818, in Sarasota County, Florida;

- b. All unpaid interest, at the contractual rate, in the amount of \$13,159.36 as of June 12, 2019, with a daily per diem rate of \$160.48 until date of payment; and
- c. Attorneys' fees and costs for the Claimants' attorneys in the agreed upon amount of \$2,500.00.

Any remaining net proceeds of the sale, after the satisfaction of the priorities above, shall be the property of the United States.

5. The payment to the Claimants shall be in full settlement and satisfaction of any and all claims by the Claimants to the property and any and all claims resulting from the incidents or circumstances giving rise to this action involving the forfeiture of the property.

6. Upon payment, the Parties agree to execute further documents, to the extent necessary, to convey clear title to the property to the United States and to further implement the terms of this Settlement Agreement.

7. The Claimants agree to release and hold harmless the United States and the Receiver, and any agents, servants, and employees of the United States (or any state or local law enforcement agency) and the Receiver, acting in their individual or official capacities, from any and all claims by the

Claimants and their agents, which currently exist or which may arise as a result of the United States' action against the property.

8. The Claimants acknowledge by entering into this Stipulation that the United States promptly recognized their claim and by so doing did not cause them to incur additional costs or fees.

9. As a part of settlement, the Claimants agree not to pursue against the United States and/or Receiver any other rights that they may have under the Mortgage, including but not limited to the right to foreclose upon and sell the property and any right to assess additional interest or penalties.

10. The Claimants agree to notify the undersigned promptly if they learn of any condition that might make an interlocutory sale appropriate. The Claimants further agree to join in any motion by the United States for interlocutory sale of the property and any motions to remove occupants who fail to abide by the terms of an occupancy agreement. The Claimants shall endorse such government motions within ten days of receipt of the motion.

11. The Claimants agree to notify the undersigned promptly if the debtor brings the mortgage current through payment, refinancing, or by any other means.

12. The Claimants understand and agree that by entering into this Settlement Agreement, they waive any right to further litigate against the

United States their interest in the property and to further petition for remission or mitigation of the forfeiture. Unless specifically directed by order of this Court, the Claimants are excused and relieved from further participation in this action.

13. The Claimants understand and agree that the United States reserves the right to terminate the forfeiture action at any time for legal or for economic reasons and void this Stipulated Settlement Agreement. In either event, the United States shall promptly notify the Claimants of such action. A discretionary termination of forfeiture shall not be a basis for any award of fees.

14. The terms of this Settlement Agreement are contingent upon the Court's entry of a Judgment of Forfeiture, and the sale of the property pursuant to the Judgment of Forfeiture. Further, the terms of this Settlement Agreement shall be subject to approval by the United States District Court and any violation of any terms or conditions shall be construed as a violation of an Order of the Court.

15. The Claimants waive any and all claims or rights that they have or may have pursuant to 28 U.S.C. § 2412 (the Equal Access to Justice Act) for attorney's fees or other costs involving the property, arising out of the criminal investigation, and/or the instant forfeiture action.

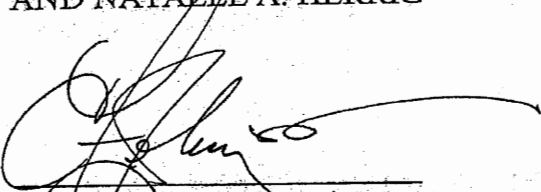
16. Each party shall bear its own costs and attorney's fees incurred in connection with the forfeiture and disposition of the property that is the subject of this Settlement Agreement.

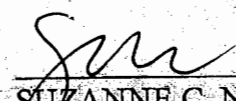
CLAIMANTS STEVEN F. HERRIG
AND NATALEE A. HERRIG

UNITED STATES OF AMERICA,

MARIA CHAPA LOPEZ
United States Attorney

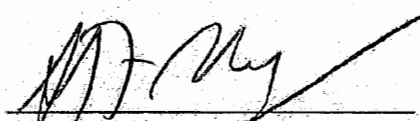
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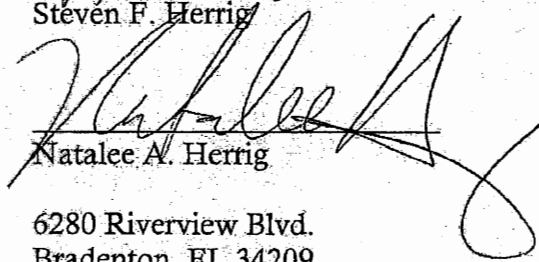

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Date: 8/19/19

Date: 8/20/19


Steven F. Herrig


Natalee A. Herrig

6280 Riverview Blvd.
Bradenton, FL 34209

Date: 8/19/19