

UNITED STATES DISTRICT COURT  
DISTRICT OF NEW HAMPSHIRE

United States of America,	)	
	)	
Plaintiff,	)	
	)	
v.	)	Civil No. 14-294-PB
	)	
Six Hundred Ninety Five Dollars (\$695.00)	)	
in U.S. Currency, more or less, seized from	)	
Phat Stuff, Keene, New Hampshire; et al,	)	
	)	
Defendants <i>in rem</i> .	)	
_____	)	

**STIPULATED SETTLEMENT AGREEMENT**

1. Plaintiff, United States of America, through its undersigned counsel, Panagiotis Eliopoulos and Katie Eliopolous, through their counsel, Charles J. Keefe, hereby enter into this settlement agreement for the forfeiture of \$566.00 from defendant *in rem* (1) \$695.00 in U.S. Currency, and dismissal of the remainder of \$129.00 to Panagiotis Eliopolous. The parties further agree to forfeiture of defendants *in rem* (2), (3), (5), and (6) through (29), in their entirety. Defendant *in rem* (4) will be dismissed and returned to Panagiotis Eliopolous.

IT IS THEREFORE STIPULATED AND AGREED by and between the United States of America and Panagiotis Eliopoulos and Katie Eliopolous that:

(A) Panagiotis Eliopoulos and Katie Eliopolous consent to the forfeiture of all of their right, title and interest, if any, in \$566.00 from defendant *in rem* (1) \$695.00 in U.S. Currency; and defendants *in rem* (2), (3), (5), and (6) through (29), as well as any accrued interest on sums seized.

(B) \$129.00 from defendant *in rem* (1) shall be returned to Panagiotis Eliopoulos, in care of his attorney, Charles J. Keefe. The United States shall dismiss and return defendant *in*

*rem* (4) to Panagiotis Eliopoulos, in care of his attorney, Charles J. Keefe. These amounts of money may be offset by any previously determined debt owed to the United States, any agency of the United States, or any other debt in which the United States is authorized to collect under the Treasury Offset Program.

(C) Panagiotis Eliopoulos and Katie Eliopolous shall not seek, through any court proceeding or other process, the return of any of the agreed-upon forfeited property, shall not object to the United States obtaining a Certificate of Reasonable Cause under 28 U.S.C. § 2465; the parties shall bear their own costs of this proceeding, including attorney's fees, if any;

(D) Panagiotis Eliopoulos and Katie Eliopolous are forever barred from asserting any claims against the United States, its agents, employees or assigns, including the United States Marshals Service (USMS), the Drug Enforcement Administration (DEA), and the Keene Police Department (KPD) in connection with, or arising from this forfeiture proceeding, including but not limited to any claim that the United States did not have probable cause to forfeit the above-listed defendants *in rem*;

(E) Panagiotis Eliopoulos and Katie Eliopolous further agree to hold harmless the United States, its agents, employees, or assigns, including the USMS, the DEA, and the KPD from any and all claims, including any successful third party claims in connection with or arising out of the United States' seizure and detention of the defendants *in rem*;

(F) The United States shall not seek from Panagiotis Eliopoulos and Katie Eliopolous or their heirs or assigns, through any court proceeding or other process, \$129.00 from defendant *in rem* (1) and defendant *in rem* (4), which are released to Panagiotis Eliopoulos and Katie Eliopolous pursuant to this Stipulation;

(G) By this Agreement, the parties do not intend to bind the Internal Revenue Service with respect to any claims arising under the Internal Revenue Code; and,

(H) This Stipulated Settlement Agreement constitutes the entire agreement between the United States and Panagiotis Eliopoulos and Katie Eliopolous, and it may not be modified, amended or terminated except by a written agreement signed by the parties. No other inducements or offers have been made regarding the subject matter of this agreement.

Therefore, under the terms of the Stipulated Settlement Agreement:

\$566.00 from defendant *in rem* (1) \$695.00 in U.S. Currency, and defendants *in rem* (2), (3), (5), and (6) through (29), in their entirety, plus any accrued interest on the entire sums seized, shall be forfeited to the United States, pursuant to 21 U.S.C. § 881(a)(6) and (10), free from the claims of any other party.

\$129.00 from defendants *in rem* (1), and defendant *in rem* (4) Funds in the amount of \$9,871.00, seized from TD Bank Savings Account No. 9734334339, in the name of Panagiotis J. Eliopoulos, shall be dismissed from this action and returned to the Panagiotis Eliopolous, through his attorney, Charles J. Keefe, Esquire. This amount may be offset by any previously determined debt owed to the United States, any agency of the United States, or any other debt in which the United States is authorized to collect under the Treasury Offset Program.

Upon the execution of this agreement, the United States will file an "assented-to" motion to forfeit \$566.00 from defendant *in rem* (1) \$695.00 in U.S. Currency, defendants *in rem* (2), (3), (5), and (6) through (29), in their entirety, and to dismiss \$129.00 from defendant *in rem* (1), and dismiss defendant *in rem* (4) Funds in the amount of \$9,871.00, seized from TD Bank Savings Account No. 9734334339, in the name of Panagiotis J. Eliopoulos.

Respectfully submitted,

EMILY GRAY RICE  
United States Attorney

Dated: April 4, 2016

By: /s/ Robert J. Rabuck  
Robert J. Rabuck  
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Dated: March 29, 2016

/s/ Panagiotis Eliopoulos  
Panagiotis Eliopoulos, Claimant

Dated: March 29, 2016

/s/ Katie Eliopoulos  
Katie Eliopoulos, Claimant

COUNSEL FOR CLAIMANTS  
Panagiotis and Katie Eliopoulos

Dated: March 31, 2016

By: /s/ Charles J. Keefe  
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