

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

CASE NO. 07-21791-CIV-UNGARO/O'SULLIVAN

UNITED STATES OF AMERICA,

Plaintiff,

v.

PROCEEDS OF CRIME
TRANSFERRED TO CERTAIN
DOMESTIC FINANCIAL
ACCOUNTS,

Defendant.

_____ /

UNITED STATES' NOTICE OF FILING

COMES NOW the United States of America and gives notice of filing the Stipulation and Settlement Agreement entered into with Pier Francesco Munari and Concejo de Capital Hanne, CCH, S.A.

Respectfully submitted,

R. ALEXANDER ACOSTA
UNITED STATES ATTORNEY

By: s/Michelle B. Alvarez
MICHELLE B. ALVAREZ
ASSISTANT UNITED STATES ATTORNEY
Florida Bar No. 0615617
99 N.E. 4 Street
Miami, Florida 33132
Tel: (305)961-9088
Fax: (305)536-7599

e-mail: michelle.alvarez@usdoj.gov

RICHARD WEBER, CHIEF
ASSET FORFEITURE AND
MONEY LAUNDERING SECTION

By: s/ A.J. De Kluiver
A.J. DE KLUIVER, LA BAR #20163
U.S. Department of Justice
Criminal Division
Asset Forfeiture and
Money Laundering Section
1400 New York Avenue, N.W., Suite 10100
Washington, D.C. 20530
(202) 514-1263

Attorneys for Plaintiff United States

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on November 16, 2007, I electronically filed the foregoing *United States' Notice of Filing* with the Clerk of the Court using CM/ECF.

Dated: November 16, 2007.

s/ Michelle B. Alvarez
MICHELLE B. ALVAREZ
Assistant United States Attorney

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STIPULATION AND SETTLEMENT AGREEMENT

WHEREAS, the United States filed the above captioned civil forfeiture action against certain domestic financial accounts (hereafter the "defendant property"), alleging the defendant property is subject to forfeiture pursuant to 18 U.S.C. §§ 981, 984, 1956, 1957 and 2314; and

WHEREAS, Pier Francesco Munari and Concejo de Capital Hanne, CCH, S.A. (hereafter referred to as the "Potential Claimants") are known to the United States to have a protected legal or equitable property interest in the defendant property specifically identified below; and

WHEREAS the defendant property is related to pending criminal and civil proceedings in Italy; and

WHEREAS one of the Potential Claimants is a defendant in the legal proceedings in Italy; and

WHEREAS the related criminal and civil proceedings in Italy involve an alleged victim; and

WHEREAS, the Potential Claimants would like to forfeit the defendant property in which they have an interest to the United States so that the United States can, in turn, return same to Italy for the purpose of compensating or reimbursing the victim in the pending Italian legal proceedings or to the victim directly and to allow for a resolution of the Italian proceedings; and

WHEREAS, it is the intent of the United States to return all funds forfeited under this Agreement, minus expenses, to the government of Italy or the victim, in accordance with U.S. law, so that the funds can be returned to the victim in the legal proceedings in Italy or otherwise; and

WHEREAS, the United States and the Potential Claimants, for their convenience, and in order to resolve the forfeiture action and to avoid further litigation costs, hereby agree to enter into this Agreement without the admission of any issue of fact or law.

THEREFORE, the parties agree as follows:

1. The Potential Claimants agree and stipulate that venue and jurisdiction are proper in the Southern District of Florida.
2. The Potential Claimants hereby represent that presently only they have a protected legal or equitable interest in the following defendant accounts:
 - a. All assets in account 3106145659 in the name of Pier Francesco Munari and in the custody of Citibank;
 - b. All assets in account 2606404233 in the name of Pier Francesco Munari and in the custody of Citibank;
 - c. All assets in account 163-23610 in the name of Pier Francesco Munari and in the custody of Merrill Lynch; and
 - d. All assets in account 163-07283 in the name of Concejo de Capital Hanne and in the custody of Merrill Lynch.

The United States agrees and stipulates that it will proceed to forfeit that property in

accordance with and pursuant to all applicable laws of the United States.

3. The Potential Claimants consent to the forfeiture of the defendant property identified in paragraph 2 above to the United States.

4. The Potential Claimants agree and stipulate that they will not file a Claim or Answer in this action or otherwise impede the United States' efforts to forfeit the defendant property.

5. The United States agrees that it has commenced and will continue to use its best efforts in a manner pursuant to and consistent with the applicable laws of the United States, including treaties, to effect the return of the forfeited defendant property, minus expenses, to an account under the control of persons acting on behalf of the Italian government or to the victim.

6. The United States agrees to advise the Potential Claimants about the liquidation of any assets forfeited under this Agreement, and of any transfer of forfeited funds from the asset forfeiture account to the Government of Italy, the victim, or otherwise, which will include an accounting of any funds transferred.

7. No person or entity is admitting any fact or any liability by entering into this Agreement, and this Agreement shall in no way be deemed an admission of culpability, liability or guilt on behalf of the Potential Claimants or shall in no way constitute a reflection upon the merits of any matter which has been asserted, which may have been asserted, or which may be asserted in the prosecution or defense of this Action.

8. The Potential Claimants release, save, and hold harmless the United States and its officials, officers, employees, and agents from any claim, liability, obligation, appeal, action or demand, known or unknown, existing or arising in the future, brought by Potential Claimants or against Potential Claimants by any person or entity, in connection with, arising out of, or incident to the arrest, seizure, or forfeiture by the United States of the property described in Paragraph 2

above.

9. The Potential Claimants and the United States agree that each will bear its own costs and attorney fees in the forfeiture action.

10. The terms of this Agreement do not affect tax obligations, tax fines, tax penalties, or related interest, if any, which the Potential Claimants may be found to owe the Internal Revenue Service.

11. The Potential Claimants and the United States acknowledge and agree that this Agreement contains the entire agreement between the Potential Claimants and the United States, is governed by the laws of the United States, and that this Court retains jurisdiction to enforce the terms of this Agreement.

12. No provision of this Agreement may be waived, modified, or amended except by way of written agreement executed by all parties hereto against whom such waiver, modification or amendment is sought to be enforced.

13. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute but one instrument.

This Agreement is made in the Southern District of Florida on this 16th day of November, 2007.

R. ALEXANDER ACOSTA
UNITED STATES ATTORNEY

By: 

MICHELLE B. ALVAREZ
ASSISTANT UNITED STATES ATTORNEY
Florida Bar No. 0615617
99 N.E. 4 Street
Miami, Florida 33132
Tel: (305)961-9088
Fax: (305)536-7599
e-mail: michelle.alvarez@usdoj.gov

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A.J. DE KLUIVER, LA BAR #20163
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1400 New York Avenue, N.W., Suite 10100
Washington, D.C. 20530
Tel: (202) 514-1263

GUNSTER, YOAKLEY & STEWART, P.A.
Counsel for Pier Francesco Munari and
Consejo de Capital Hanne, CCH, S.A.
One Biscayne Tower, Suite 3400
2 South Biscayne Boulevard
Miami, Florida 33131-1897
Tel: 305-376-6000/Fax: 305-376-6010

By: 

JOSEPH L. RAIA
Fla. Bar No. 322083