

From: David L. Watt, Esq. dwatt@dwattlaw.com
Subject: FW: Settlement Agreement
Date: February 5, 2015 at 8:21 AM
To: Neely, Amanda Amanda.Neely@mail.house.gov

DL

Amanda,

Please see the email correspondence below referencing the settlement discussions with US Attorney. Also, I have attached an article written by Mr. Cassella outlining the strategy/methods of the government in pursuing asset forfeiture cases.

Dave

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From: Cassella, Stefan (USAMD) [<mailto:Stefan.Cassella@usdoj.gov>]
Sent: Tuesday, May 29, 2012 2:06 PM
To: David L. Watt, Esq.
Subject: RE: Settlement Agreement

Mr. Taylor did not give an interview to the press.

Stef

Stefan D. Cassella
Assistant U.S. Attorney
Chief, Asset Forfeiture and Money Laundering Section
36 S. Charles Street, 4th Floor
Baltimore, MD 21201
410 209-4986

From: David L. Watt, Esq. [<mailto:dwatt@dwattlaw.com>]
Sent: Tuesday, May 29, 2012 1:41 PM
To: Cassella, Stefan (USAMD)
Subject: RE: Settlement Agreement
Importance: High

Stef,

I think we can still wrap this up before you leave on your trip. My client is still troubled by the "acknowledge" language, since he believes that he is admitting that there was reasonable cause. In the meantime, I've obtained the settlement in the Taylor Produce case (attached to this email), which is very similar to the Sowers' case, and there is no language regarding the Taylors' acknowledgement that there was reasonable cause for the seizure. We would even be satisfied with the same WHEREAS clauses as those in the Taylor agreement. I have a hard time explaining to my client why he is being treated differently, especially where your initial concern was that the government agents not be liable for any claims for the seizure (which we have covered in paragraph 5).

I hate to see this carried over til Mid-June since my clients really need the funds for their farming operations. Please reconsider your position and see if we can to an agreement on this final point this afternoon.

Thanks,

Dave

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From: Cassella, Stefan (USAMD) [<mailto:Stefan.Cassella@usdoj.gov>]
Sent: Tuesday, May 29, 2012 12:37 PM
To: David L. Watt, Esq.
Subject: RE: Settlement Agreement

David,

Sorry we couldn't get this worked out before I have to leave on my trip. We're not quite there: Mr. Sowers doesn't have to admit that he did anything wrong, but he does have to acknowledge that there was a reasonable basis for the seizure.

I'll be gone until June 11 but then we'll go almost immediately into trial. It should be over by July 1, so we can pick it up then. In the meantime, I will not object to your withholding your claim until July. If Mr. Sowers should change his mind and agree to sign the last version of the letter I sent, we can get it filed right away.

Stef

Stefan D. Cassella
Assistant U.S. Attorney

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From: David L. Watt, Esq. [<mailto:dwatt@dwattlaw.com>]
Sent: Friday, May 25, 2012 2:57 PM
To: Cassella, Stefan (USAMD)
Subject: RE: Settlement Agreement
Importance: High

Stef,

I think we're almost there, but a couple of concerns. As I suggested in my May 15 email, my clients wanted language that they deny wrongdoing and did not want to admit there was reasonable cause. Again, one of my client's chief concerns is the perception in the marketplace. The latest draft replaces "admit" with "acknowledge" that reasonable cause existed, but in my client's view, this is the same thing. I originally would have preferred an affirmative "deny any wrongdoing", whereas you have "admit no wrongdoing." I know your chief concern is to ensure that government agents would not be subject to suit for seizure, but I think that's covered under Paragraph 5, so I don't believe the "acknowledge" clause is even necessary at this point.

Perhaps the easiest way to wrap this up before you go before you go abroad (vacation?) is to simply delete the "acknowledge" phrase in the 2nd WHEREAS clause since the 1st WHEREAS clause recites your filing which presumably was done with reasonable cause. So, the final version could keep the 1st WHEREAS clause reciting the government's suit, the 2nd WHEREAS clause would include my client's denial and then everything else is fine.

To sum it up, the 2nd WHEREAS clause in its entirety would be:

WHEREAS, the claimants deny any wrongdoing on their part; and

I know we're up against the deadline for filing a claim (again, I believe it's May 31, 2012), and we'd really like to wrap this up either today or at least by Tuesday (5/29/2012), so that we don't have to file a continuance.

Let me know if you have any questions.

Thanks,

Dave

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From: Cassella, Stefan (USAMD) [<mailto:Stefan.Cassella@usdoj.gov>]

Sent: Friday, May 25, 2012 8:55 AM

To: David L. Watt, Esq.

Subject: Settlement Agreement

Dave,

Here is what I hope is the final draft of the agreement. I am leaving in mid-week on an overseas trip. If you have your clients sign the agreement and return it to me on Tuesday, I can get it filed in court before I leave; otherwise I can get it filed after I return.

Stef

