

SETTLEMENT AGREEMENT

Whereas this civil forfeiture action (the “California Action”) was filed on April 24, 2014, against the defendant \$726,951.45 in funds held at Uniti Bank (“Defendant Funds”). Jae Yong Chun, Sang Ah Park, Yoon Yang Ja, and the Port Manleigh Trust (collectively “Claimants”) claim an interest in the Defendant Funds. No other parties other than Claimants have appeared in this case and the time for filing statements of interest and answers has expired. The Defendant Funds are in the custody and control of the United States Marshal Service.

Whereas on February 18, 2015, the United States filed a Verified Complaint seeking forfeiture in United States v. A Limited Partnership Interest (Case No. 2:15-cv-814) in the Eastern District of Pennsylvania (the “Pennsylvania Action”). In the Pennsylvania Action, the United States seeks to forfeit a limited partnership interest in the Philadelphia U.S. Immigration Fund (the “Defendant Security”), which is described more fully in the United States’ Complaint for Forfeiture In Rem filed in the Pennsylvania Action under 18 U.S.C. § 981.

Whereas Plaintiff, the United States of America, and Claimants Jae Yong Chun, Sang Ah Park, Yoon Yang Ja, and the Port Manleigh Trust, enter into this Settlement Agreement that is dispositive of the California and Pennsylvania Actions, the terms of which are as follows.

1. Claimants, jointly and individually, and the United States consent to the entry of a Consent Judgment of Forfeiture (“Forfeiture Judgment”) in the California Action and agree to take all reasonable steps necessary to execute its terms.
2. Subject to the terms of this Settlement Agreement and the Forfeiture Judgment, \$100,000 of the Defendant Funds will be provided to Claimants through their counsel. Claimants’ Counsel shall provide any and all information to the United States needed to process the distribution of these funds according to federal law. No funds shall be distributed pursuant to this Paragraph prior to April 27, 2015.
3. Except as provided for in Paragraph 2 of this Settlement Agreement and the Forfeiture Judgment, the United States of America shall have judgment as to the Defendant Funds and all interest earned on the entirety of the Defendant Funds since seizure, and no other person or entity shall have any right, title or interest therein. The United States agrees to dispose of said funds in accordance with law. Except as provided for in Paragraph 2, all right, title, and interest of Claimants, and all other potential claimants, in the Defendant Funds is hereby condemned and forfeited to the United States of America.

4. Claimants, jointly and individually, also consent to the forfeiture of the Defendant Security in the Pennsylvania Action. Claimants shall not take any action, including filing a claim, appeal or other legal action of any type, to challenge, prevent, frustrate or delay the forfeiture or disposition of the Defendant Security in the Pennsylvania Action.
5. Except as provided for in Paragraph 2 of this Settlement Agreement, Claimants shall also not file any further claims, appeals or other legal actions of any type to challenge, prevent, frustrate or delay the forfeiture or disposition of the Defendant Funds in the California Action.
6. In the event Claimant Sang Ah Park files with the United States Department of State ("DOS") an Application to Determine Returning Resident Status pursuant to 8 U.S.C. 1101(a)(27)(A), a provision governing U.S. permanent residents returning from an extended visit abroad, the Parties agree that the Department of Justice will not oppose or seek to obtain the denial of such an application if it is filed within two years of the execution of this Settlement Agreement. However, if requested by DOS, the Department of Justice may respond to inquiries from DOS and provide information to DOS, including copies of the pleadings filed in the California and Pennsylvania Actions, in connection with Claimant Sang Ah Park's visa application.

7. The United States has confirmed to Claimants' counsel that as of the below date, Claimant Sang Ah Park is not the subject of any immigration proceedings in the United States.
8. Counsel for the United States has recommended to the appropriate deciding officials that, where practicable and consistent with law, and after deducting the United States' case-related costs and expenses, the net forfeited funds and assets in both the California and Pennsylvania Actions be transferred to the Republic of Korea.
9. The Parties agree that this Settlement Agreement is conditioned upon there being no claim filed to the Defendant Security in the Pennsylvania Action. In the event a claim is filed by a person or entity other than Claimants with respect to the Defendant Security in the Pennsylvania Action, the provisions set forth in Paragraph 2 of this Settlement Agreement will be stayed until a final judgment is entered and any appeals are exhausted in the Pennsylvania Action. Furthermore, if a claim is filed in the Pennsylvania Action, Claimants, jointly and individually, agree to cooperate with the United States in obtaining and providing to the United States discovery and any testimony needed relevant to the claims at issue in the Pennsylvania Action.

10. Claimants, jointly and individually, hereby waive all time limits set forth in 18 U.S.C. § 983 and any claim to further notice of forfeiture for any of the Defendant Funds or the Defendant Security.
11. The Parties agree that the settlement of this matter upon the terms and conditions set forth in the Settlement Agreement shall be the final and complete satisfaction of the claims asserted by both the United States and Claimants in the California Action.
12. Claimants, jointly and individually, specifically waive any rights to further litigate against the United States its interest in the Defendant Funds or to petition for remission or mitigation of the forfeiture of the Defendant Funds. Claimants, jointly and individually, expressly waive any right to seek from the United States release or distribution of any of the Defendant Funds that the United States may transfer to the Government of the Republic of Korea.
13. Claimants, jointly and individually, and their employees, heirs, representatives, agents, assignees, and attorneys, hereby agree to forever discharge and hold harmless the United States, and any and all officers, agents, representatives, attorneys, and employees of same, including all federal, state, and local enforcement officers, from all claims, liabilities, obligations, appeals, or demands, including attorney's fees, in connection

with or arising from the California Action and the Pennsylvania Action. Claimants, jointly and individually, understand that they are forever barred from asserting any claims against the United States, its agents, employees or assigns, including the Department of the Treasury, the Department of Homeland Security, the United States Attorney's Office for the Central District of California, the United States Department of Justice, and any of their agents, employees, or assigns, in connection with, or arising from, the California Action and the Pennsylvania Action.

14. Except as otherwise provided for in this Settlement Agreement, the United States and Claimants specifically waive any rights to further litigate against each other their respective interests in the Defendant Assets at issue in the California Action.
15. The Parties acknowledge that notice of the California Action has been given in accordance with law. Other than Claimants, who have denied the allegations in the California Action, the Parties acknowledge that all other potential claimants are deemed to have admitted the United States' allegations in the California Action.
16. Upon entry of the Forfeiture Judgment by the Court, the Forfeiture Judgment shall constitute the final judgment between and among the United States and Claimants.

17. Each Party agrees to cooperate with the other Party and to perform the further acts required by this Settlement Agreement, to execute and deliver any and all further documents that may be reasonably necessary or desirable to effectuate the purposes of this Settlement Agreement, including facilitating the entry of a Forfeiture Judgment, and to refrain or forbear from any act that would be inconsistent with the purposes of this Settlement Agreement.

18. As it pertains to this Settlement Agreement and related Forfeiture Judgment, all rights of appeal are hereby waived by all Parties. Notwithstanding the foregoing, the Parties do not waive their rights to enforce the terms of this Settlement Agreement, which rights are expressly retained.

19. The Parties acknowledge that they are, and have been, represented by competent counsel in connection with the negotiation, preparation, and execution of this agreement and the legal effects thereof have been explained to them, and that they are entering into this agreement freely and voluntarily, without coercion, duress or undue influence.

20. Except as provided for in Paragraph 2 of this Settlement Agreement, the parties agree to bear their own costs and attorney's fees related in any way to the California Action and the Pennsylvania Action. Claimants

further agree that they have not substantially prevailed in the California Action for purposes of 28 U.S.C. § 2465(b).

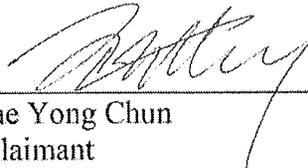
21. Nothing contained in this Settlement Agreement shall constitute an admission of liability or fault on the part of Claimants, who expressly deny any fault, liability, or wrongdoing. The parties to this Settlement Agreement are entering into it solely for the purpose of compromising disputed claims and avoiding the expenses and risks of litigation.
22. This Settlement Agreement is entered into by the parties in full and final settlement of any and all claims, demands, and/or liens related to the seizure of the Defendant Property. The United States and the Claimants, their agents, subrogees, successors, and assigns, through their respective counsel, hereby stipulate and agree to this compromise settlement of the above-captioned forfeiture matter upon the terms and conditions set forth above. There shall be no modification of this Settlement Agreement unless in writing and signed by all the undersigned Parties or their authorized representatives.

M. KENDALL DAY, Acting Chief
ASSET FORFEITURE AND MONEY
LAUNDERING SECTION, Criminal
Division

Date:
March 4, 2015

By: 
WOO S. LEE, Senior Trial Attorney
DELLA SENTILLES, Trial Attorney
Criminal Division
Attorneys for the Plaintiff
United States of America

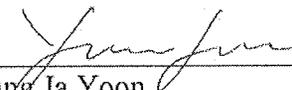
Date:

By: 
Jae Yong Chun
Claimant

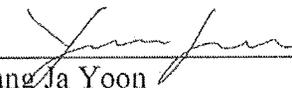
Date:

By: 
Sang Ah Park
Claimant

Date:

By: 
Yang Ja Yoon
Claimant

Date:

By: 
Yang Ja Yoon
Trustee, The Port Manleigh Trust
Claimant