

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF NEBRASKA

UNITED STATES OF AMERICA, )

v. ) Case No: 8:14-cr-155-005-JFB

DANIEL MURATELLA. ) 8:18-cv-00168-JFB

**STIPULATION OF SETTLEMENT  
AND JOINT MOTION TO DISMISS  
21 U.S.C. § 851 INFORMATION NOTICE**

The United States of America (“United States”) and Daniel Muratella (“Muratella”), collectively referred to hereinafter as “the Parties,” by and through their respective attorneys, do hereby stipulate as follows:

1. The Parties agree to settle and compromise this 28 U.S.C. § 2255 proceeding under the terms and conditions set forth herein.
2. The Parties jointly move for dismissal of the 21 U.S.C. § 851 information notice (Docket Entry 287) filed on September 17, 2015, in this matter.
3. The Parties further agree that the Court should grant Muratella’s 28 U.S.C. § 2255 motion (Docket Entry 439) and modify Muratella’s sentence to 210 months imprisonment, to be followed by 5 years’ of supervised release with the same conditions as previously imposed.

4. By this Stipulation, Muratella waives, releases, discharges, and abandons any and all claims, whether asserted or un-asserted, against the United States in connection with his April 17, 2018, 28 U.S.C. § 2255 motion.
5. The undersigned counsel represent that they are authorized to make this agreement on behalf of their clients.
6. This Stipulation shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assignees.
7. The Parties agree that a facsimile of the signatures of the parties and counsel will be the same as the original.
8. The Court shall retain jurisdiction to enforce the terms of this Stipulation and to conduct such further proceedings and award relief as may be necessary to resolve any breach of this Agreement by either of the Parties.
9. This Stipulation shall become effective upon the Court's acceptance of this agreement.
10. The Parties understand that this Stipulation contains the entire agreement between the United States and Muratella; that no promise

or inducement has been made except as set forth herein; and that no representations, oral or otherwise, between the United States and Muratella, or their respective counsel, not included herein shall be of any force and effect.

11. This Stipulation of Settlement may not be altered, modified, withdrawn, waived, rescinded, or supplemented except by written instrument executed by duly authorized representatives of both parties.

Executed this 6<sup>th</sup> day of December, 2018.

Respectfully submitted,

/s/Brandon Sample  
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