

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

THE PEOPLE OF THE STATE OF NEW YORK

-against-

Kristin Davis,

Defendant.

FORFEITURE
STIPULATION

Indictment No. 01461/2008

WHEREAS Kristin Davis stands charged with two counts of Money Laundering in the Second Degree in violation of Penal Law §§ 470.15(1)(b)(i)(A)(iii) and 470.15(1)(b)(ii)(A)(iii), and Promoting Prostitution in the Third Degree in violation of Penal Law § 230.25 under Indictment Number 01461/2008 and;

WHEREAS, pursuant to the defendant's arrest at 235 E. 40th Street on or about March 25, 2008, \$19,480.00 in U.S. currency was seized and vouchered by the New York City Police Department in the name of Kristin Davis, under Property Clerk Invoice Numbers N993062/60 & P041445 and \$507,290.83 was seized by search warrant from JP Morgan Chase, check no. 118019157, and is currently being held in the New York County District Attorney's Office escrow account;

WHEREAS, the defendant, upon the advice of her counsel, now desires to enter a plea of guilty to the crime of Promoting Prostitution, a Class "D" felony, in violation of Penal Law § 230.25(1) under Indictment No. 01461/2008, in full satisfaction of all charges against her. As a condition of defendant's plea she acknowledges that the property currently vouchered with the New York City Police Department under Property Clerk Invoice Numbers N993062/60 & P041445, as well as the \$507,290.83 seized by search warrant that is currently being held in the New York County District Attorney's Office escrow account to wit, Five Hundred and Twenty Six Thousand Seven Hundred Seventy Dollars and Eighty Three Cents (\$526,770.83) is subject

to forfeiture under Article 13-A of the CPLR and agree, pursuant to CPL §220.50(6), to forfeit such property and;

IT IS HEREBY STIPULATED AND AGREED by and between the undersigned that property shall be forfeited pursuant to the following terms, promises, and conditions:

1. Defendant Kristin Davis agrees that the property currently vouchered under Property Clerk Invoice Numbers N993062/60 & P041445, as well as the \$507,290.83 seized by search warrant that is currently being held in the New York County District Attorney's Office escrow account to wit, Five Hundred and Twenty Six Thousand Seven Hundred Seventy Dollars and Eighty Three Cents (\$526,770.83), is subject to forfeiture pursuant to CPLR Article 13-A and the aforementioned defendant releases all claims to, or interest in, said property, with the understanding that \$50,000 from the aforementioned escrow account will first be returned to the defendant in the form of a cashiers check for payment of the defendant's legal fees and any other lawful purpose.

2. Defendant Kristin Davis acknowledges that she is the appropriate person to forfeit said property and had possession and control over the aforementioned property vouchered under Property Clerk Invoice Numbers N993062/60 & P041445, as well as the \$507,290.83 seized by search warrant that is currently being held in the New York County District Attorney's Office escrow account, and that she knows of no other person or entity, who had any claim, right, or interest of any kind in or to said property superior to her at the time of her arrest.

3. The parties to this Stipulation agree that the property vouchered under Property Clerk Invoice Numbers N993062/60 & P041445, as well as the \$507,290.83 seized by search warrant that is currently being held in the New York County District Attorney's Office escrow account to wit, Five Hundred and Twenty Six Thousand Seven Hundred Seventy Dollars and Eighty Three Cents (\$526,770.83), shall be forfeited pursuant to CPL §220.50(6) and distributed in accordance

with CPLR §1349, with the understanding that \$50,000 from said escrow account will be released first to the defendant in the form of a cashier's check payable to defendant's counsel, Hochheiser Hochheiser & Inwood LLP ("HH&I"). It is understood that the \$50,000 will be disbursed by HH&I to cover defendant's outstanding and past due legal fees in the amount of \$25,000.00 (twenty-five thousand dollars) to HH&I pursuant to the retainer agreement dated June 26, 2008, and that the balance of the returned money, to wit \$25,000.00 (twenty-five thousand dollars), will be returned to defendant by HH&I to be used for any lawful purpose.

4. Upon presentation of a copy of this So-Ordered Forfeiture Stipulation, the New York City Police Department shall release to the New York County District Attorney's Office, ~~Nineteen Thousand Four Hundred and Eighty Dollars and No Cents~~ (\$19,480.00) which is being held under Property Clerk Invoice Numbers N993062/60 & P041445.

5. After returning the aforementioned \$50,000 to the defendant as described above, the New York County District Attorney's Office will disburse all remaining sums being held in escrow for forfeiture pursuant to CPLR 1349.

6. Defendant Kristin Davis acknowledges that there exists no other court order requiring her to pay as restitution, reparations or damages to a victim of any crime committed by her, whether related or unrelated to this forfeiture action.

7. Defendant Kristin Davis specifically waives her right, to the extent that such right exists pursuant to CPLR section 1349(2)(c), to make any claim against the plaintiff for plaintiff's failure to distribute forfeited funds to any victim of any of defendant's crimes whether connected to this specific case, or otherwise.

8. Defendant waives each and every objection, defense remedy, and right of appeal that she may have under the constitutions, statutes, common law, and equitable doctrines of the United States and the State of New York in connection with the commencement, litigation, and

disposition of the civil forfeiture action, including the requirements set forth in CPLR Article 13-

A.

9. This Forfeiture Stipulation shall remain effective notwithstanding any appeal, collateral attack, or any other challenge to defendant's plea of guilty.

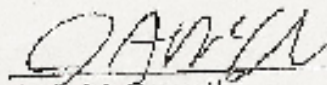
10. This Forfeiture Stipulation shall be binding on the parties hereto and their successors and assigns and shall not, and may not be, modified orally.

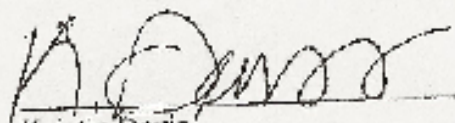
11. The parties waive any right to appeal from the forfeiture provided for herein.

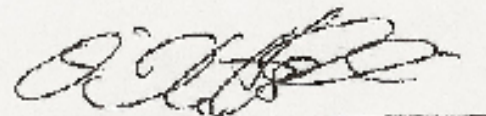
PAID OCT 16 2008

Dated:

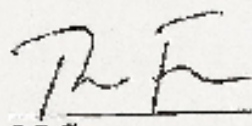
New York, New York


Artie McConnell
Assistant District Attorney


Kristin Davis
Defendant


Attorney for Defendant
Kristin Davis

SO ORDERED:


J.S.C.
HON. THOMAS FARBER