

1 3. Any costs incurred by the United States incident to the seizure, custody,
2 and forfeiture of the Defendant \$52,100 in currency shall be borne by the United
3 States.

4 4. Claimants Henry Sayavong and Kathy Sayavong, jointly and separately,
5 have agreed by entering into this stipulation, they have not “substantially prevailed”
6 within the meaning of 28 U.S.C. § 2465.

7 5. The person or persons who made the seizure or the prosecutor shall not
8 be liable to suit or judgment on account of such seizure in accordance with 28 U.S.C.
9 § 2465.

10 6. Claimants Henry Sayavong and Kathy Sayavong, jointly and separately,
11 have warranted and represented as a material fact they are the sole owners of the
12 Defendant \$52,100 in currency and further warranted no other person or entity has
13 any right, claim or interest in the defendant currency, and they will defend and
14 indemnify the United States against any and all claims made against it on account of
15 the seizure and forfeiture of the Defendant \$52,100 in currency.

16 7. The terms of this settlement do not affect the tax obligations, fines,
17 penalties, or any other monetary obligations claimants Henry Sayavong and Kathy
18 Sayavong, jointly or separately, may owe to the United States.

19 8. The parties to this settlement have agreed each will bear their own
20 attorney’s fees and costs.

21 9. Claimants Henry Sayavong and Kathy Sayavong, their joint and
22 separate agents, employees, or assigns, shall hold and save harmless the United States
23 of America, its agents and employees, from any and all claims which might result
24 from the seizure of the Defendant \$52,100 in currency.

25 In light of the foregoing, this case is **HEREBY ORDERED** closed.

26 **IT IS SO ORDERED.**

27 **DATED: August 6, 2018**


Hon. Cynthia Bashant
United States District Judge