

1 STEVEN W. MYHRE  
 Acting United States Attorney  
 2 District of Nevada

3 MICHAEL A. HUMPHREYS  
 Assistant United States Attorney  
 4 501 Las Vegas Boulevard South, Suite 1100  
 Las Vegas, Nevada 89101  
 5 Telephone: 702-388-6336  
 Facsimile: 702-388-6787  
 6 Email: Michael.humphreys@usdoj.gov

7 *Attorneys for the United States of America.*

8  
 9

10 **UNITED STATES DISTRICT COURT**  
 11 **DISTRICT OF NEVADA**

12 UNITED STATES OF AMERICA,	)	
	)	1329
13 Plaintiff,	)	Case No: 2:13-CV-00311-RFB (VCF)
	)	
14 v.	)	Stipulated Settlement Agreement for
	)	Payment of Fees and Costs
	)	
15 32,750.00 IN UNITED STATES	)	
16 CURRENCY,	)	
17 Defendant.	)	

18 The United States of America, by and through Steven W. Myhre, Acting United States  
 19 Attorney for the District of Nevada, and Michael A. Humphreys, Assistant United States  
 20 Attorney, and Fabian Garcia, Sr. (Garcia Sr.), Fabian Garcia, Jr. (Garcia Jr.) (collectively the  
 21 Claimants), and their counsel, John J. Leunig, stipulate and agree as follows:

22 **STIPULATIONS**

23 1. On July 25, 2013, the United States of America filed its complaint for forfeiture  
 24 against \$32,750.00 seized from Garcia Jr. on March 2, 2013. Garcia Jr. (the driver) and Garcia  
 25 Sr. (not on the scene of the stop) filed claims alleging that the currency belonged to Garcia Sr.,  
 26 and that it was derived from a legitimate source.



1 on behalf of them may well be a lesser sum, if the Treasury Offset Program reduces the amount  
2 in satisfaction of a debt obligation.

3 3. After the District Court has signed this Stipulated Settlement Agreement, within a  
4 practicable time thereafter, the United States agrees to deliver to the Claimants one payment of  
5 one hundred and fifteen thousand dollars (\$115,000.00), less any debt owed to the United States,  
6 any agency of the United States, or any debt in which the United States is authorized to collect,  
7 through their attorney. Claimants knowingly and voluntarily agree to fill out the Department of  
8 the United States Treasury Automated Clearing House ("ACH") form accurately and correctly  
9 and submit it to the United States Attorney's Office so that the payment of the money can be  
10 disbursed by electronic fund transfer to their attorney's client trust account.

11 4. Each party acknowledges and warrants that its execution of the Settlement  
12 Agreement is free and is voluntary.

13 5. This Stipulated Settlement Agreement contains the entire agreement between the  
14 parties.

15 6. Except as expressly stated in this Stipulated Settlement Agreement, no party, officer,  
16 agent, employee, representative, or attorney has made any statement or representation to any  
17 other party, person, or entity regarding any fact relied upon in entering into the Stipulated  
18 Settlement Agreement, and no party, officer, agent, employee, representative, or attorney relies  
19 on such statement or representation in executing this Stipulated Settlement Agreement.

20 7. The persons signing this Stipulated Settlement Agreement warrant and represent that  
21 they have full authority to execute this Stipulated Settlement Agreement and to bind the persons  
22 and/or entities, on whose behalf they are signing, to the terms of this Stipulated Settlement  
23 Agreement.

24 8. This Stipulated Settlement Agreement shall be construed and interpreted according to  
25 federal forfeiture law and federal common law. The jurisdiction and the venue for any dispute  
26 related to, and/or arising from, this Stipulated Settlement Agreement is the unofficial Southern

1 Division of the United States District Court for the District of Nevada, located in Las Vegas,  
2 Nevada.

3 9. This Stipulated Settlement Agreement shall not be construed more strictly against  
4 one party than against the other merely by virtue of the fact that it may have been prepared

5 ///

6 ///

7 ///

8 ///

9 ///

10 ///

11 ///

12 ///

13 ///

14 ///

15 ///

16 ///

17 ///

18 ///

19 ///

20 ///

21 ///

22 ///

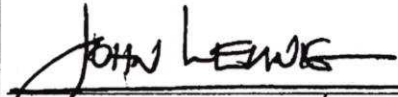
23 ///

24 ///

25 ///

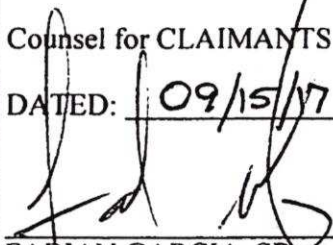
26 ///

1 primarily by counsel for one of the parties; it being recognized that both parties have contributed  
2 substantially and materially to the preparation of this Stipulated Settlement Agreement.

3   
4 \_\_\_\_\_  
5 JOHN J. LEUNIG

6 Counsel for CLAIMANTS

7 DATED: 09/15/17

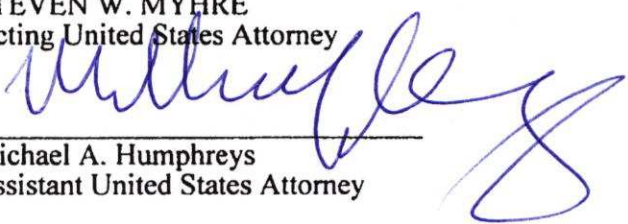
8   
9 \_\_\_\_\_  
10 FABIAN GARCIA, SR.  
11 Claimant

12 DATED: 9/15/17

13   
14 \_\_\_\_\_  
15 FABIAN GARCIA, JR.  
16 Claimant


17 DATED: 9/15/17

18 STEVEN W. MYHRE  
19 Acting United States Attorney

20   
21 \_\_\_\_\_  
22 Michael A. Humphreys  
23 Assistant United States Attorney

24 DATED: September 15, 2017

25 IT IS SO ORDERED:

26   
\_\_\_\_\_  
RICHARD F. BOULWARE, II  
United States District Judge

DATED: September 22, 2017.