

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF NEW MEXICO**

UNITED STATES OF AMERICA,

*Plaintiff,*

v.

**Civ. No. 18-279-SWS-MLC**

APPROXIMATELY \$10,128,847.42 SEIZED FROM  
US BANK ACCOUNT NO. -5234 HELD IN THE  
NAME OF PUEBLO OF POJOAQUE GAMING FUNDS,

*Defendant-in-rem.*

and

PUEBLO OF POJOAQUE, AND  
THOMAS F. GEDE TRUSTEE FOR PUEBLO OF POJOAQUE  
GAMING FUNDS TRUST,

*Claimants.*

**SETTLEMENT AGREEMENT AND RELEASE**

Claimant Pueblo of Pojoaque and the State of New Mexico have informed the United States that the Pueblo and the State of New Mexico have reached an agreement in principle regarding the disposition of the Defendant Gaming Funds. Plaintiff United States and Claimant Thomas F. Gede, Trustee for Pueblo of Pojoaque Gaming Trust Funds (hereafter referred to as "Trustee"), are amenable to the proposed disposition. Therefore, the United States, Claimant Pueblo of Pojoaque and Claimant Trustee agree to resolve this action on the following terms, which terms are acceptable to the State of New Mexico:

1. The United States, through the United States Marshals Service, will release Sixty percent of the Defendant Funds, that is, \$6,077,308.62, to the State of New Mexico.

2. The United States, through the United States Marshals Service, will release forty percent of the Defendant Funds, that is, \$4,051,538.80, to Claimant Pueblo of Pojoaque.

3. As of May 31, 2019, the amount of interest accrued upon the defendant funds while they have been held by the United States was \$259,760.14. The United States, through the United States Marshals Service, will release sixty percent of the interest accrued upon the defendant funds, that is, \$155,856.08, to the State of New Mexico. The United States, through the United States Marshals Service, will release forty percent of the accrued interest, that is, \$103,904.06, to Claimant Pueblo of Pojoaque.

4. The total amount of defendant funds and accrued interest to be released by the United States, through the United States Marshals Service, to the State of New Mexico is \$6,233,164.70. The total amount of defendant funds and accrued interest to be released by the United States, through the United States Marshals Service, to Claimant Pueblo of Pojoaque is \$4,155,442.86.

5. This case will be dismissed with prejudice.

6. Each party will bear its own costs and attorney's fees in this case and neither Claimant shall request attorney fees pursuant to 28 USC § 2465. The Claimants agree that neither the person who made the seizure nor the prosecutor shall be liable to suit or judgment on account of such suit or prosecution, and they shall be afforded the protection provided by 28 USC § 2465(a)(2), nor shall the Claimants be entitled to costs.

7. The terms of Settlement Agreement and Release constitute full settlement and satisfaction of any and all claims by the United States, Claimant Pueblo of Pojoaque, Claimant Trustee, and the State of New Mexico to the Defendant Gaming Funds.

8. Claimant Pueblo of Pojoaque, Claimant Trustee, and the State of New Mexico release and forever discharge the United States, including but not limited to the United States Department of Justice (DOJ), the Federal Bureau of Investigation (FBI), the United States Marshals Service (USMS), the Office of the United States Attorney for the District of New Mexico (USANM), the United States Department of the Interior (DOI), the National Indian Gaming Commission (NIGC), and any federal law enforcement agency, and their agents and employees, acting in their individual or official capacities, from any and all claims, rights, or causes of action, damages, expenses and costs, known or unknown, which Claimants or the State of New Mexico have or may have against these federal agencies and their employees and agents arising from, related to, or as a result of, any actions with respect to the Defendant Gaming Funds; the Pueblo's period of uncompact gaming from July 1, 2015 to October 25, 2017; and the United States' non-prosecution statements to the Pueblo (USANM letter of June 30, 2015; NIGC letter of June 30, 2015; and USANM letter of August 28, 2017).

9. The United States and the State of New Mexico, including their respective departments, agencies, offices, boards, and other entities, each release and forever discharge the Claimant Pueblo of Pojoaque, including its tribal entities, divisions, enterprises, officers, council members, agents, and employees, acting in their individual or official capacities, as well as all governmental and business assets, from any and all claims, rights, or causes of action, damages, expenses and costs, known or unknown, which the United States or the State of New Mexico have or may have against the Claimant Pueblo of Pojoaque arising from, related to, or as a result of, any actions with respect to the Defendant Gaming Funds; the Pueblo's period of uncompact gaming from July 1, 2015 to October 25, 2017; the Pueblo's statements to the

United States in its letter dated June 28, 2015; and the United States' non-prosecution statements to the Pueblo (USANM letter of June 30, 2015; NIGC letter of June 30, 2015; and USANM letter of August 28, 2017).


10. The United States, Claimant Pueblo of Pojoaque, and the State of New Mexico shall forgo initiating any enforcement activity against Trustee related to the performance of his duties as Trustee of the Pueblo of Pojoaque Gaming Funds Trust as specified in the trust instrument dated August 24, 2015 ("Trust Indenture").

11. The United States and Claimant Pueblo of Pojoaque agree that the execution of this Settlement Agreement and Release by the undersigned parties shall constitute "Termination of Trust" pursuant to Article Second, Section B of the Trust Indenture and hereby waive and release Trustee from any and all claims of liability pursuant to that section of the Trust Indenture.

12. Upon the full execution of this Settlement Agreement and Release, and dismissal of this case, the Pueblo of Pojoaque shall use its best efforts to vacate the Order of the Pueblo of Pojoaque Tribal Court entered on May 3, 2018 in Pueblo of Pojoaque v. Thomas Gede, No. 17-166-CV, but in no event shall the Pueblo of Pojoaque attempt to enforce the Order.

13. This Settlement Agreement and Release may be executed in multiple counterparts.

Respectfully submitted,

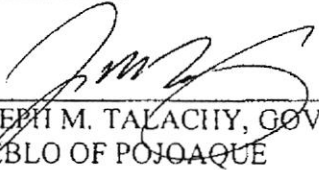


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AGREED BY:

  
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JOSEPH M. TALACHY, GOVERNOR  
PUEBLO OF POJOAQUE  
Claimant

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THOMAS F. GEDE, TRUSTEE  
PUEBLO OF POJOAQUE GAMING FUNDS TRUST  
Claimant

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Governor of the State of New Mexico,  
on behalf of the State of New Mexico*

APPROVED BY:

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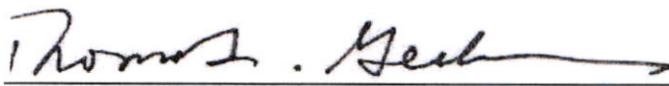
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JOSEPH M. TALACHY, GOVERNOR  
PUEBLO OF POJOAQUE  
*Claimant*



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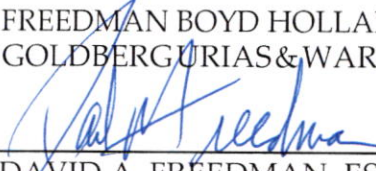
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