

101 East Main Street
Norfolk, VA 23510
(757) 533-4221



**U.S. Customs and
Border Protection**

ENF-4:PEN:DLJ
May 14, 2011
2011-1401-000061-01

Puckett & Faraj
Attn: Mr. Haytham Faraj
1800 Diagonal, Suite 210
Alexandria, VA 22314

Dear Mr. Faraj:


After reviewing your petition on behalf of Mr. Marwan Wahid, requesting remittance of one 2011 Audi Q5 (VIN #WA1DKSFP0BS062740) seized on April 7, 2011; it has been determined we are prepared to remit the forfeiture upon the following conditions:

1. Return of the enclosed **Hold Harmless Agreement** properly executed (notarized).
2. Penalty payment of \$500.00 to this office for incorrect value for shipment.
3. **Payment of storage charges are to be made to the contractor at the time of pick-up.**
If picked up by May 30, 2011, **approximately** \$526.34 is due, if picked up by June 15, 2011, **approximately** \$567.14 is due.

Once payment of \$500.00 and the Hold Harmless Agreement has been received in our office, we will provide you with instructions for obtaining your vehicle from Manheim Auto Auction in Fredericksburg, Virginia. You will arrange the pick up with our contractor and **present the payment for all storage and manipulation charges** at the time of pick up. Storage charges accrue weekly and will be collected by the contractor after arrangements have been made to pick up the property.

Provide the name, address, and telephone number of the company responsible for picking up the vehicle, as well as the name of the driver (if known) to our office to expedite the completion of the disposition order for submission to the contractor.

This decision is effective for 30 days from the date of this notice. If you do not comply within the specified time the vehicle will be forfeited to the United States government in accordance with existing laws. If you have any questions you may contact personnel at the above telephone number.

Sincerely,

Diana L. Jackson
Fines, Penalties and Forfeitures Officer
Enclosure

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

This Agreement is made between MARWAN WAHID, Claimant, and the United States Customs and Border Protection, Department of Homeland Security, for and in consideration of the release from seizure of **One 2011 AUDI Q5 (VIN #WA1DKAFP0BA062740)** valued at \$47,465.00 which was seized for violation of title 19, United States Code, section 1595A(d) and title 22 United States Code, section 401 and for other consideration, the receipt of which is hereby acknowledged, the **Customs and Border Protection** will surrender and release said property to said **Claimant**.

The **Claimant** hereby agrees to unconditionally release, hold harmless and indemnify the United States Government, its employees, and agents from any and all claims, demands, damages, causes of action or suits, of whatever kind and description, that might now or hereafter exist by reason of or growing out of or affecting, directly or indirectly, the release of the above described property.

In addition, the **Claimant** herein agrees to reimburse the United States, its employees, or agents for any necessary expenses, attorney's fees, or costs incurred in the enforcement of any part of this agreement within thirty (30) days after receiving written notice that the United States, its employees, or agents has incurred them.

CLAIMANT INFORMATION

NOTARY INFORMATION

Printed Name

Executed this date: _____

Street Address

Notary Printed Name

City, State, Zip Code

Notary Signature

Signature

Signed before me this date: _____

My Commission expires: _____

The requirement to execute this document is authorized under 19USC1618 which provides that the Commissioner of Customs and Border Protection may mitigate or remit fines, penalties, and forfeitures under such terms and conditions as deemed appropriate.