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Attorney for Defendant
HASSAN KANYIKE

UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA

UNITED STATES OF AMERICA,

Plaintiff,

v.

HASSAN KANYIKE,

Defendant.

Case No. 20-MJ-05936

**STIPULATION RE
DEFENDANT'S BOND AND
CONDITIONS OF RELEASE**

Plaintiff United States of America, by and through its counsel of record, United States Attorney Nicolas T. Hanna and Assistant United States Attorney Richard E. Robinson, and defendant HASSAN KANYIKE ("Defendant"), by and through his counsel of record, VICTOR SHERMAN, hereby stipulate and recommend that the bond and conditions of release in this matter be set as follows:

1. Total bond is in the sum of \$170,000. The bond will be supported by Affidavits of Surety (No Justification) executed by Najjemba Annet Muwanga for \$20,000; by Wasswa Umar Kintu for \$20,000; by Emmanuel Kibukamusoke for \$20,000; by Frank Katende for \$20,000, and by Terence Kibukamusoke for \$20,000; and an unsecured appearance bond in the amount of \$70,000 by Defendant.

1 Defendant has provided identifying information for each of the sureties to the
2 government.

3 2. By no later than January 11, 2021, Defendant will replace Defendant's
4 unsecured \$70,000 appearance bond with a secured bond executed by Defendant in
5 the amount of \$70,000, which is secured by full deeding of Defendant's real property
6 located at 19845 Ellis Henry Ct., Newhall, California 91321-2185 (the "Property").
7 Defendant represents that he is sole owner of the Property and that it has a current
8 appraised value of approximately \$705,000, with a mortgage balance of
9 approximately \$593,000.

10 3. Defendant will submit to Pretrial Services Agency ("PSA") supervision
11 as directed by PSA.

12 4. Defendant will surrender all passports and travel documents to PSA
13 within 72 hours of his release, sign a declaration regarding passport and other travel
14 documents, and not apply for a passport or other travel documents during the
15 pendency of this case.

16 5. Defendant's travel is restricted to the Central District of California.

17 6. Defendant will reside at the Property, as approved by PSA, and will not
18 relocate without prior permission of PSA. Defendant is restricted to his approved
19 residence every day from 10 p.m. to 6 a.m., unless otherwise directed by PSA.

20 7. Defendant will comply with local, state, and federal guidelines re:
21 COVID-19.

22 8. Defendant will participate in the Location Monitoring Program and
23 abide by all of the requirements of the program, under the direction of PSA, which
24 will not include a location monitoring bracelet. Defendant will pay all or part of the
25 costs of the program based upon Defendant's ability to pay as determined by PSA.
26 Defendant will be financially responsible for any lost or damaged equipment.

1 9. Defendant will avoid all contact, directly or indirectly (including by any
2 electronic means), with any person who is a known victim or witness in the subject
3 investigation or prosecution. Notwithstanding this provision, Defendant may have
4 contact with the following individuals while they are living with Defendant at the
5 Property: Joseph Muhumuza, Robert Lubega, Hamidu Wassaja, and Priscilla Nakato.
6 Defendant, however, will not to discuss anything to do with the subject investigation
7 or prosecution with any of said individuals, except in the presence of Defendant's
8 counsel.

9 10. Defendant will not:

10 a. possess any firearms, ammunition, destructive devices, or other
11 dangerous weapons. In order to determine compliance, Defendant agrees to submit
12 to search of his person and/or property by PSA in conjunction with the U.S. Marshal.

13 b. use or possess any identification, mail matter, access device, or
14 any identification-related material other than in Defendant's own legal or true name
15 without prior permission from PSA. In order to determine compliance, Defendant
16 agrees to submit to search of his person and/or property by PSA in conjunction with
17 the U.S. Marshal.

18 c. sell, transfer, or give away any asset valued at \$1,000 or more
19 without notifying and obtaining permission from the Court. This provision also
20 applies to the following businesses: "Falcon Motors Inc." and "HK Developments
21 International" or "HK Development International."

22 11. Within 24 hours of his release, Defendant will meet (virtually, if
23 appropriate) with his counsel and PSA to go over the terms of his release.

24 12. The parties request that the Court issue a Release Order and Bond Form
25 (Form CR-1), which includes the above additional conditions and standard general
26 conditions of release, and such other conditions as the Court deems appropriate.

1 Within 24 hours of Defendant's meeting with PSA described in paragraph 11,
2 Defendant's counsel will file the Form CR-1 signed by Defendant.

3 13. Within 48 hours of Defendant's release, Defendant's counsel will
4 contact the Court's courtroom deputy to schedule a VTC hearing for the Court to
5 address Defendant concerning the conditions of Defendant's release.

6 Dated: December 21, 2020

Respectfully submitted,

7
8 /s/ Richard E. Robinson
9 RICHARD E. ROBINSON
10 Assistant United States Attorney

11
12 Dated: December 21, 2020

/s/ Victor Sherman
13 VICTOR SHERMAN
14 Attorney for Defendant
15 HASSAN KANYIKE
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