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 CENTRAL DISTRICT OF CALIFORNIA  
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U.S. DISTRICT COURT  
 CENTRAL DISTRICT OF CALIF.  
 LOS ANGELES

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10 Attorneys for Plaintiff  
 United States of America

11 UNITED STATES DISTRICT COURT  
 12 FOR THE CENTRAL DISTRICT OF CALIFORNIA  
 13 WESTERN DIVISION

14 UNITED STATES OF AMERICA, ) NO. CV 06-6285-ODW (JCx)  
 15 Plaintiff, ) CONSENT JUDGMENT OF FORFEITURE  
 16 v. )  
 17 REAL PROPERTY IN RANCHO PALOS )  
 18 VERDES, CALIFORNIA, )  
 19 Defendant. )  
 20 )  
 21 LUALHATI Z. COLGROVE, CARMOFF )  
 22 PARK, LLC, RUDY MAUS, AND )  
 23 WASHINGTON MUTUAL BANK, )  
 Claimants. )

24 IT IS HEREBY STIPULATED by and between Plaintiff United States  
 25 of America and claimant Lualhati Z. Colgrove, as follows:

26 1. This agreement is entered into between plaintiff United  
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1 States of America and claimant Lualhati Z. Colgrove ("Claimant").  
2 Colgrove has asserted an interest in the defendant Real Property  
3 Located in Rancho Palos Verdes, California (hereafter, "defendant  
4 property"). The legal description for the defendant property is  
5 attached hereto as Exhibit A and made a part hereof.

6 2. On October 2, 2006, plaintiff United States of America  
7 commenced this judicial forfeiture action by filing a complaint  
8 alleging that the defendant property was forfeitable to the United  
9 States pursuant to 18 U.S.C. § 981(a)(1)(A) and (C). Colgrove has  
10 filed a statement of interest and answer to contest the forfeiture  
11 of her interest in the defendant property. In addition, as of the  
12 date of this agreement, Carmoff Park, LLC, Rudy Maus, and  
13 Washington Mutual Bank (collectively, "lienholders") have filed  
14 claims to contest forfeiture of their interests, and the United  
15 States has entered into separate agreements recognizing the  
16 interests of the lienholders. Notice of this action was published  
17 in accordance with law, no other parties have filed claims and  
18 answers, and the time for filing such claims has expired.  
19 Accordingly, all potential claimants other than Colgrove and the  
20 lienholders are hereby deemed to admit the allegations of the  
21 complaint.

22 3. It is the intention of plaintiff United States of America  
23 and Colgrove to resolve all of their competing claims to the  
24 defendant property by this Consent Judgment.

25 4. This Court has jurisdiction over the subject matter of  
26 the present action and over the parties to this agreement.

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1           5.    The Complaint states a claim for relief against the  
2 defendant property under 18 U.S.C. § 981(a)(1)(A) and (C).

3           6.    All right, title and interest of Colgrove, and all other  
4 potential claimants other than the lienholders, in the defendant  
5 property is hereby condemned and forfeited to the United States  
6 without further order of this Court, and the United States shall  
7 have judgment as to the interests of these persons and entities in  
8 the defendant property.

9           7.    The United States Marshals Service ("USMS") shall dispose  
10 of the defendant property in accordance with law. Colgrove shall  
11 vacate the defendant property and remove her personal property (but  
12 not fixtures) therefrom on or before January 2, 2009, at which time  
13 the USMS shall take possession of the defendant property (the  
14 "possession date"). The USMS is hereby empowered without the need  
15 for further court order to terminate all leases affecting the  
16 defendant property. Colgrove shall cooperate with all requests of  
17 agencies of the United States, including USMS, and representatives  
18 contracted by the United States for access to the defendant  
19 property for the purpose of inspecting, appraising, and protecting  
20 the defendant property. On or after the possession date, the USMS  
21 is hereby empowered without the need for further court order to  
22 enter and take possession of the defendant property by whatever  
23 reasonable means are at its disposal, and evict all occupants and  
24 remove their personal property. Claimant agrees she will not take  
25 any action to affect the marketability of the defendant property,  
26 and she and any occupants will maintain the property in

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1 substantially the same condition as it was on the date of her  
2 signature below until the USMS takes possession.

3       8. Except as to such rights and obligations created by this  
4 Agreement, Colgrove agrees to release and hold harmless the United  
5 States, and any agents, servants, and employees of the United  
6 States (or any state or local law enforcement agency) acting in  
7 their individual or official capacities, from all claims, actions  
8 or proceedings by her and her agents, including, but not limited  
9 to, any claim for attorney's fees and/or costs, or interest, which  
10 may hereafter be asserted or brought by her or on her behalf which  
11 arise out of the present action.

12       9. All of the undersigned shall execute all documentation  
13 necessary to carry out the disposition of the defendant property in  
14 accordance with this agreement.

15       10. Each party shall bear its own costs of litigation and  
16 attorney's fees. Each party waives its right to appeal. Entry of  
17 this Consent Judgment constitutes a certificate of reasonable cause  
18 pursuant to 28 U.S.C. § 2465(a)(2).

19       11. The Court retains jurisdiction over this case and the  
20 parties hereto to effectuate the terms of this settlement.

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1 12. The clerk is hereby directed to enter this consent  
2 judgment, which constitutes a final judgment resolving this action.

3 **SO STIPULATED.**

4 DATED: Oct November 6, 2008  
5 THOMAS P. O'BRIEN  
6 United States Attorney  
7 CHRISTINE C. EWELL  
8 Assistant United States Attorney  
9 Chief, Criminal Division  
10 STEVEN R. WELK  
11 Assistant United States Attorney  
12 Chief, Asset Forfeiture Section  
13 *Monica Tait*  
14 MONICA E. TAIT  
15 Assistant United States Attorney  
16 Attorneys for Plaintiff  
17 UNITED STATES OF AMERICA

12 DATED: Oct 31, 2008  
13 *Z. Colgrove*  
14 Z. COLGROVE, Claimant

14 DATED: November 1, 2009  
15 *Peter A. Giannini*  
16 PETER A. GIANNINI  
17 Attorney for Claimant Colgrove

19 It is so ordered.

21 DATED: 11-12-08  
22 *Otis D. Wright*  
23 OTIS D. WRIGHT  
24 THE HONORABLE OTIS D. WRIGHT  
25 UNITED STATES DISTRICT JUDGE

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EXHIBIT A

LOT(S) 4 OF TRACT NO. 38512, IN THE CITY OF RANCHO PALOS VERDES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 1017, PAGE(S) 56 AND 57 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM ALL OIL, GAS, MINERALS, AND OTHER HYDROCARBON SUBSTANCES LYING BELOW A DEPTH OF 500 FEET, BUT WITH NO RIGHT OF SURFACE ENTRY, AS PROVIDED IN DEED RECORDED DECEMBER 6, 1978 AS INSTRUMENT NO. 78-1357063, OFFICIAL RECORDS.

EXCEPT THEREFROM ALL OIL, GAS, MINERALS, AND OTHER HYDROCARBON SUBSTANCES LYING BELOW A DEPTH OF 500 FEET, BUT WITH NO RIGHT OF SURFACE ENTRY, AS PROVIDED IN DEED RECORDED DECEMBER 27, 1974, AS INSTRUMENT NO. 377, OFFICIAL RECORDS.

APN 7564-011-018