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JS-6

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 13 United States of America

14 UNITED STATES DISTRICT COURT
 15 FOR THE CENTRAL DISTRICT OF CALIFORNIA

16 WESTERN DIVISION

17 UNITED STATES OF AMERICA,) NO. CV 11-03636 GHK (FFMx)
)
 18 Plaintiff,) **[PROPOSED]**
)
 19 vs.) **CONSENT JUDGMENT**
)
 20 REAL PROPERTY LOCATED IN SAN)
 PEDRO, CALIFORNIA (GALAZ),)
 21)
 22 Defendant.)
)
 23)
 24)
 25)

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 27 This action arose from the Verified Complaint for
 28 Forfeiture ("Complaint") filed herein on April 28, 2011. On

1 June 30, 2011, Lawrence Galaz and Cristina Galaz filed claims to
2 the defendant real property. On July 18, 2011, Lawrence Galaz
3 and Cristina Galaz filed answers to the Complaint. On December
4 5, 2011, the Court ordered this action stayed pending the
5 conclusion of the related criminal case. On March 11, 2013,
6 having been advised by the parties that the criminal case had
7 resolved, the Court lifted the stay. On August 12, 2013,
8 Lawrence Galaz withdrew his claim and answer. No other claims
9 or answers were filed, and the time for filing claims and
10 answers has expired. Plaintiff United States of America ("the
11 government") and claimant Cristina Galaz have reached an
12 agreement that, without further litigation and without an
13 admission of any wrongdoing, is dispositive of the government's
14 claims against the defendant property, and hereby request that
15 the Court enter this Consent Judgment.

16 **WHEREFORE, IT IS ORDERED, ADJUDGED AND DECREED:**

17 1. As used throughout, the "defendant property" shall
18 mean the defendant real property located in San Pedro,
19 California, and more particularly described as follows:
20 Assessor's parcel Number: 7454-012-019, Lot 20 in Block 7 of
21 the Rudecinda Tract in the City of Los Angeles, County of Los
22 Angeles, State of California, as per map recorded in Book 4,
23 page 43 Records of Survey, in the Office of the County Recorder
24 of said County.

25 2. This Court has jurisdiction over the parties to this
26 Consent Judgment and the subject matter of this action.

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1 3. On or about April 28, 2011, the government initiated
2 this action pursuant to 21 U.S.C. § 881(a)(7) against the
3 defendant real property.

4 4. Notice of this action has been given in accordance
5 with law. The only remaining timely-filed claim was filed by
6 Cristina Galaz. The Court deems that all potential claimants
7 other than Cristina Galaz admit the allegations of the Complaint
8 to be true. The Complaint states a valid claim for relief
9 pursuant to 21 U.S.C. § 881(a)(7).

10 5. Cristina Galaz has consented to the sale of the
11 defendant property in accordance with the provisions of this
12 stipulation. The defendant property shall not be sold to any
13 individual or legal entity related to, employed by, in
14 partnership with, owned or associated with Cristina Galaz or
15 Lawrence Galaz.

16 6. Within sixty (60) days of the entry of this Consent
17 Judgment, Cristina Galaz will enter into a contract to retain a
18 real estate broker licensed by the California Bureau of Real
19 Estate ("Licensed Broker") to sell the defendant property for a
20 price agreed upon by the parties.

21 7. In connection with the sale of the defendant property,
22 the parties shall agree on a licensed and qualified escrow agent
23 ("Realty Escrow Agent"). Cristina Galaz shall enter into a
24 contract with the Realty Escrow Agent on terms approved by the
25 government. The Realty Escrow Agent shall be required to carry
26 insurance sufficient to indemnify the United States and Cristina
27 Galaz as named insureds for any and all losses including, but
28 not limited to professional liability, fidelity, and errors and

1 omissions for all funds accepted by the Realty Escrow Agent.
2 The Realty Escrow Agent's contract shall also prohibit the
3 Realty Escrow Agent from disbursing any funds relating to or
4 derived from the sale of the defendant property unless
5 explicitly authorized by (a) Paragraph 10 of this Consent
6 Judgment, or (b) a writing signed by counsel for the Parties.
7 Any and all proceeds from the sale of the defendant property
8 shall be disposed of in accordance with the terms set out in
9 Paragraph 10, below.

10 8. The United States shall withdraw the lis pendens
11 recorded against the defendant property within fifteen (15)
12 business days of the entry of this Consent Judgment.

13 9. Until the defendant property is sold and escrow on
14 such sale is closed, Cristina Galaz shall not take any action to
15 affect adversely the condition or marketability of the defendant
16 property, and will maintain the property in substantially the
17 same condition as it is on the date this Consent Judgment is
18 entered. Cristina Galaz shall not pledge or otherwise encumber
19 the property, and shall maintain appropriate policies of
20 insurance on the defendant property, including policies covering
21 potential liability for personal injury or property damage
22 occurring on or around the defendant property. Within thirty
23 (30) days of the entry of this Consent Judgment, Cristina Galaz
24 shall cause the government to be added as a named insured on all
25 such policies. All costs of maintenance and repair of the
26 defendant property prior to its sale shall be borne by Cristina
27 Galaz, who also shall ensure that all property and other taxes
28 are paid when due. Cristina Galaz shall not commit waste of the

1 defendant property, or permit the property to be used or
2 occupied in any manner that is likely to diminish its value or
3 invalidate any insurance policy on the property. Cristina Galaz
4 shall promptly provide to government counsel or their designee
5 proof of payment of any federal, state, or local taxes upon
6 request.

7 10. The parties agree to sell the defendant property and
8 that upon the sale of the defendant property the funds generated
9 by the sale shall be distributed in the following priority:

- 10 a. First, for all costs and expenses of the
11 sale, including but not limited to, any
12 fees or costs provided for in the escrow
13 instructions for the sale of the defendant
14 property);
- 15 b. Second, to the extent sufficient sale funds are
16 available, to the Los Angeles County Assessor and
17 Tax Collector of any unpaid real property taxes
18 assessed against the defendant property to the
19 date of entry of the Judgment;
- 20 c. Third, 50% of the balance of the remaining funds
21 to Cristina Galaz. The funds shall be paid
22 either by check to the "Paul L. Gabbert Client
23 Trust Account" or by electronic transfer to that
24 account. Mr. Gabbert shall provide the banking
25 information required to complete an electronic
26 transfer of the funds to that account to the
27 escrow company within seven (7) days of receipt
28 of a request for this information;

1 d. Fourth, the balance of the remaining funds to
2 the United States, the sum of which is hereby
3 ordered forfeited to the United States of America
4 and no other right, title or interest shall exist
5 therein. The government is ordered to dispose of
6 the funds in accordance with law.

7 11. If after six months from the entry of this Consent
8 Judgment the defendant property has not been sold, counsel for
9 the parties shall meet and confer regarding Cristina Galaz'
10 progress in marketing and selling the defendant property, and
11 schedule a status conference with the Court to review these
12 issues.

13 12. Except as otherwise set forth in this Consent
14 Judgment, Cristina Galaz has released the United States of
15 America, its agencies, agents, and officers, including, without
16 limitation, employees and other representatives of the United
17 States Customs and Border Protection, from any and all claims,
18 defenses, actions, or liabilities arising out of or related to
19 this action against the defendant property, including, without
20 limitation, any and all claims for attorneys' fees, costs or
21 interest which may be asserted by her or on her behalf.

22 13. The parties shall each bear their own costs and
23 attorneys' fees in this action.

24 14. The Court shall retain jurisdiction over this matter
25 to enforce the provisions of this Consent Judgment.

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