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JS-6

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 UNITED STATES OF AMERICA

11 UNITED STATES DISTRICT COURT  
 12 FOR THE CENTRAL DISTRICT OF CALIFORNIA  
 13 WESTERN DIVISION  
 14

15 UNITED STATES OF AMERICA,

16 Plaintiff,

17 v.

18 REAL PROPERTY LOCATED IN  
 CALABASAS, CALIFORNIA AND REAL  
 19 PROPERTY LOCATED IN TOLUCA LAKE,  
 CALIFORNIA,  
 20

21 Defendants.

NO. CV 14-08666-JFW (PLAx)

CONSENT JUDGMENT OF FORFEITURE

22 Plaintiff United States of America and claimant Sarah Anderson-  
 23 Caukin have made a stipulated request for the entry of this Consent  
 24 Judgment, resolving this action in its entirety. Claimants Marvin J.  
 25 Caukin, Sarah Anderson-Caukin and CRCS Limited Partnership  
 26 (collectively "Claimants") filed the only claims to the defendant  
 27 real properties located in Calabasas, California (the "defendant  
 28

1 Calabastas property") and Toluca Lake, California (the "defendant  
2 Toluca Lake property") (collectively, the "defendant properties"),  
3 more particularly described below. No other statements of interest  
4 or answers have been filed, and the time for filing such statements  
5 of interest and answers has expired.

6 The Court, having considered the stipulation of the parties, and  
7 good cause appearing therefor, HEREBY ORDERS, ADJUDGES AND DECREES:

8 A. The government has given and published notice of this  
9 action as required by law, including Rule G of the Supplemental Rules  
10 for Admiralty or Maritime Claims and Asset Forfeiture Actions,  
11 Federal Rules of Civil Procedure, and the Local Rules of this Court.  
12 Other than those filed by Marvin J. Caukin, Sarah Anderson-Caukin and  
13 CRCS Limited Partnership, no claims or answers have been filed to  
14 contest the forfeiture of the defendant properties, and the time for  
15 filing claims and answers has expired. This Court has jurisdiction  
16 over this action pursuant to 28 U.S.C. §§ 1345 and 1355 and over the  
17 parties hereto. All potential claimants to the defendant properties  
18 other than Claimant Sarah Anderson-Caukin are deemed to have admitted  
19 the allegations of the Complaint. A partial Consent Judgment of  
20 Forfeiture was entered on January 22, 2015, forfeiting the interests  
21 of Marvin J. Caukin and CRCS Limited Partnership in the defendant  
22 properties.

23 B. The United States of America shall have judgment as to  
24 Claimant Sarah Anderson-Caukin's interest in the defendant  
25 properties, subject to the previously recorded interest of The Rama  
26 Fund, LLC in the defendant Calabastas property (Instrument Number  
27 20131271145), and no other person or entity shall have any right,  
28

1 title or interest therein. The legal description of the defendant  
2 Calabasas property is as follows:

3 Lot 12 of Tract No. 44352, in the City of Calabasas, County  
4 of Los Angeles, State of California, as per Map recorded in  
5 Book 1109, pages 33 to 42 inclusive of Maps, in the Office  
6 of the County Recorder of said County. Except from that  
7 portion of said land described in deed recorded May 18,  
8 1966 as Instrument No. 737, of official records, all oil,  
9 gas, petroleum and other minerals or hydrocarbon substances  
10 in and under said land, together with the right to use that  
11 portion only of said land which underlies a plane parallel  
12 to and 500 feet below the present surface of said land, for  
13 the purpose of prospecting for, developing and/or  
14 extracting said oil, gas, petroleum and other minerals or  
15 hydrocarbon substances from said land by means of wells  
16 drilled into said subsurface of said land by means of wells  
17 drilled into said subsurface of said land from drill sites,  
18 located on other land, it being expressly understood and  
19 agreed that said grantor, his successors and assigns, shall  
20 have no right to enter upon the surface of said land, or to  
21 use said land or any portion thereof to said depth of 500  
22 feet for any purpose whatsoever, as reserved by Wendell R.  
23 Dickmann, a single man and E.E. Seagren and Bernice  
24 Seagren, husband and wife, in deed recorded May 18, 1966 as  
25 Instrument No. 737 in Book D3307, Page 926, of official  
26 records. Assessor Parcel Number 2069-067-012.

27 The legal description of the defendant Toluca Lake property is as  
28 follows:

Lot 73 of Tract No. 9491 in the City of Los Angeles, as per  
Map recorded in Book 133, Pages 92 and 93 of Maps, in the  
Office of the County Recorder of Los Angeles County,  
California. Assessor Parcel Number 2424-006-009.

C. The proceeds of the sale of the defendant Calabasas  
property shall be distributed as follows:

a. First, payment of all outstanding real property taxes  
to the Los Angeles County Tax Collector to the date of closing of  
escrow;

b. Second, payment of all costs of escrow and sale,  
including real estate sales commissions and applicable fees triggered  
by the sale of the defendant property;

1           c.     Third, to the extent funds remain (the "net  
2 proceeds"), payment to any secured lienholders whose security  
3 interests were recorded prior to recording of the United States of  
4 America's lis pendens in this action, including, but not limited to,  
5 The Rama Fund, LLC;

6           d.     Fourth, to the extent net proceeds remain, \$10,000.00  
7 shall be paid to Claimant Sarah Anderson-Caukin, who shall provide  
8 payment instructions directly to the escrow company handling the sale  
9 of the defendant Calabasas property;

10          e.     Fifth, any and all remaining net proceeds shall be  
11 paid to the United States of America. The United States of America  
12 shall dispose of such funds in accordance with law.

13          D.     The proceeds of the sale of the defendant Toluca Lake  
14 property shall be distributed as follows:

15               a.     First, payment of all outstanding real property taxes  
16 to the Los Angeles County Tax Collector to the date of closing of  
17 escrow;

18               b.     Second, payment of all costs of escrow and sale,  
19 including real estate sales commissions and applicable fees triggered  
20 by the sale of the defendant property;

21               c.     Third, to the extent funds remain (the "net  
22 proceeds"), payment to any secured lienholders whose security  
23 interests were recorded prior to recording of the United States of  
24 America's lis pendens in this action;

25               d.     Fourth, any and all remaining net proceeds shall be  
26 paid to the United States of America. The United States of America  
27 shall dispose of such funds in accordance with law.

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1           E.     Claimant Sarah Anderson-Caukin, along with her two  
2 children, may reside in the defendant Calabasas property until escrow  
3 is opened for purposes of selling that property. At the time that  
4 escrow opens on the defendant Calabasas property, the United States  
5 Marshals Service ("USMS") shall notify Claimant Sarah Anderson-Caukin  
6 and she will have 30 days from the date of notice to vacate the  
7 premises. While Claimant Sarah Anderson-Caukin remains in the  
8 defendant Calabasas property, she will not take any action to  
9 negatively affect the marketability of the property, and will  
10 maintain it in substantially the same condition as it was on the date  
11 this agreement is executed by Claimant, including without limitation,  
12 maintenance of the yard and pool. Claimant Sarah Anderson-Caukin  
13 shall maintain appropriate policies of insurance on the defendant  
14 Calabasas property until she vacates the property, including policies  
15 covering potential liability for personal injury or property damage  
16 occurring on or around the defendant Calabasas property. Claimant  
17 shall not commit waste of the defendant Calabasas property or permit  
18 the property to be used or occupied in any manner which would  
19 diminish the value of the property or invalidate any insurance policy  
20 on the property. While Claimant Sarah Anderson-Caukin remains in the  
21 defendant Calabasas property, she shall grant the USMS and its  
22 contractors access to the defendant Calabasas property between the  
23 hours of 8:00 a.m. and 5:00 p.m. if she is provided with 24 hours  
24 notice. Notice may be provided by phone or email. Any violations of  
25 the provisions of this paragraph may result in an adjustment of the  
26 payment in paragraph E(d).

27           F.     Claimant Sarah Anderson-Caukin has released the United  
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