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UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA

UNITED STATES OF AMERICA,)	NO. CV 17-3890 MWF (RAOx)
Plaintiff,)	
vs.)	<u>CONSENT JUDGMENT OF FORFEITURE</u>
REAL PROPERTY LOCATED AT 120 S.)	
HACIENDA BOULEVARD IN THE CITY)	
OF INDUSTRY, CALIFORNIA,)	
Defendant.)	
CIIF INVESTMENT GROUP, LP,)	
Titleholder.)	

Plaintiff and claimant The Evergreen Advantage, LLC and potential claimant CIIF Investment Group, LP have made a stipulated request for the entry of this Consent Judgment, resolving this action in its entirety.

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

1 1. The government has given and published notice of this
2 action as required by law, including Rule G of the Supplemental
3 Rules for Admiralty or Maritime Claims and Asset Forfeiture
4 Actions, Federal Rules of Civil Procedure, and the Local Rules
5 of this Court. The Evergreen Advantage, LLC claims an interest
6 in the defendant property and has filed a claim. Potential
7 claimant CIIF Investment Group, LP claims an interest in the
8 defendant property, but has not filed a claim in this case or
9 answered the complaint. However, CIIF Investment Group, LP
10 would have filed a claim and answer in this case absent this
11 agreement. No other statements of interest or answers have been
12 filed, and the time for filing such statements of interest and
13 answers has expired. This Court has jurisdiction over the
14 parties to this judgment and the defendant property. Any
15 potential claimants to the defendant property other than The
16 Evergreen Advantage, LLC and CIIF Investment Group, LP are
17 deemed to have admitted the allegations of the complaint with
18 respect to the defendant property.

19 2. The United States of America shall have judgment as to
20 the defendant property, and, other than those interests
21 recognized herein, no other person or entity shall have any
22 right, title or interest therein. The legal description of the
23 defendant property, which property has Assessor Parcel Numbers
24 8245-001-050 and 8245-001-051 and is more fully described as
25 follows:

26 Parcel 1:

27 Parcel 2 of parcel Map No. 78, in the City of
28 Industry, County of Los Angeles, State of California,

1 as per map filed in book 60 page 22 of parcel maps, in
the office of the County Recorder of said county.

2 Parcel 2:

3 An easement for ingress and egress over those portions
4 of parcels 1 and 3 of parcel map No. 78, in the City
of Industry, County of Los Angeles, State of
5 California, as per map filed in book 60 page 22 of
parcel maps, in the office of the county recorder of
6 said county, included within that certain area shown
on said map as "24 feet easement of ingress and egress
7 and roadway purposes per instrument No. 2712, recorded
September 1, 1970 in book D-4820 page 14, official
8 records, as granted to Community Bank of Huntington
Park".

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10 3. The United States is hereby authorized to remove any
11 occupants and/or personal property remaining on the defendant
12 property thirty days after the giving of written notice to any
13 occupants of the defendant property without further order of
14 this Court. The United States shall thereafter sell the
15 property. The proceeds of sale shall be distributed in the
16 following priority, to the extent proceeds are available:

- 17 a. To the United States for its actual and
18 reasonable costs and expenses of the sale;
- 19 b. To the Los Angeles County Assessor and Tax
20 Collector of all unpaid real property taxes
21 assessed against the defendant property to the
22 date of entry of the Judgment of Forfeiture;
- 23 c. To Evergreen Advantage as follows:
- 24 i. All unpaid principal and interest due under
25 the Note which is secured by the Deed of
26 Trust recorded as Instrument No. 2016-
27 0191016 against the defendant property
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1 identifying Evergreen Advantage as
2 beneficiary, as of the date of the closing
3 with respect to Plaintiff's sale of the
4 defendant property; and

5 ii. All other fees, costs and advances as
6 provided under the terms of the Note and
7 Deed of Trust, as of the date of the closing
8 with respect to Plaintiff's sale of the
9 Defendant Property. These fees, costs and
10 advances include, but are not limited to,
11 fees, advances or costs for property taxes,
12 insurance (including for hazard insurance),
13 reasonable attorney fees and costs and fees
14 and costs incurred in protecting
15 The Evergreen Advantage, LLC's security
16 interest; and
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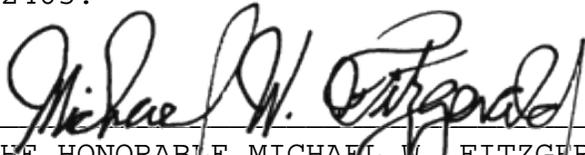
18 d. The balance shall be paid and forfeited to the
19 United States of America, and such funds shall be
20 disposed of according to law.

21 4. The Evergreen Advantage, LLC and CIIF Investment Group,
22 LP have agreed to release the United States of America, its
23 agencies, agents, and officers, including employees and agents
24 of the Federal Bureau of Investigation, from any and all claims,
25 actions or liabilities arising out of or related to this action,
26 including, without limitation, any claim for attorneys' fees,
27 costs or interest which may be asserted on behalf of potential
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1 claimants against the United States, whether pursuant to 28
2 U.S.C. § 2465 or otherwise. The Evergreen Advantage, LLC and
3 CIIF Investment Group, LP have also waived any rights they may
4 have to seek remission or mitigation of the forfeiture. Nothing
5 in this Consent Judgment is intended as, nor should anything in
6 this Consent Judgment be interpreted as an admission by The
7 Evergreen Advantage, LLC and CIIF Investment Group, LP of any
8 liability or wrongdoing.

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10 5. The court finds that there was reasonable cause for the
11 institution of these proceedings pursuant to 28 U.S.C.
12 § 2465. This judgment constitutes a certificate of reasonable
13 cause pursuant to 28 U.S.C. § 2465.

14 DATED: September 13, 2017


15 THE HONORABLE MICHAEL W. FITZGERALD
16 UNITED STATES DISTRICT JUDGE