

1 BENJAMIN B. WAGNER  
United States Attorney  
2 JEFFREY A. SPIVAK  
Assistant United States Attorney  
3 501 I Street, Suite 10-100  
Sacramento, CA 95814  
4 Telephone: (916) 554-2700  
Facsimile: (916) 554-2900  
5

6 Attorneys for Plaintiff  
United States of America  
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8 IN THE UNITED STATES DISTRICT COURT  
9 EASTERN DISTRICT OF CALIFORNIA  
10

11 UNITED STATES OF AMERICA,  
12 Plaintiff,  
13 v.

CASE NO. 1:14-CV-00144-AWI-SKO  
14 CONSENT JUDGMENT OF FORFEITURE

15 APPROXIMATELY \$13,720.00 IN U.S.  
CURRENCY,  
16 Defendant.

17 Pursuant to the Stipulation for Consent Judgment of Forfeiture, the Court finds:

18 1. On or about June 11, 2013, detectives with the Fresno County Sheriff's Office  
19 seized a Federal Express parcel which contained a total of \$13,720.00 in U.S. currency  
20 (hereafter "Defendant Currency").

21 2. The DEA commenced administrative forfeiture proceedings, sending  
22 direct notice to all known potential claimants and publishing notice to all others. On or  
23 about October 28, 2013, the DEA received a claim from Aaron Brown ("Brown") asserting  
24 an ownership interest in the Defendant Currency.

25 3. The United States represents it could show at trial that:

26 a. On or about June 11, 2013, detectives with the Fresno County Sheriff's  
27 Office responded to the Federal Express Office located in Clovis, California regarding a  
28 suspicious parcel located at the facility.

1           b.       The parcel listed the sender as “Aaron Brown, 1950 Trailwood Heights  
2 Lane, Raleigh, North Carolina” and the addressee as “Patti Lutz, 10647 N. Oak Hill  
3 Circle, Fresno, California”.

4           c.       A Federal Express employee noticed the parcel was from North  
5 Carolina, was bulging in the center and heavily taped. The employee opened the parcel  
6 and found a manila-colored envelope which contained a vacuum-sealed brick of cash.

7           d.       The employee gave the suspicious parcel to a Federal Express  
8 supervisor who then contacted the Fresno County Sheriff’s Office for further investigation.

9           e.       After arriving at Federal Express, a Sheriff’s office narcotic detection  
10 canine gave a positive alert to the odor of narcotics on the Defendant Currency.

11           f.       Officers contacted the recipient of the package, Patricia Darlene Lutz  
12 (hereafter “Lutz”). While Lutz told officers that the money was sent to her by Brown, a  
13 friend of hers, relating to the sale of jewelry, officers were suspicious of her story. When  
14 the detective asked for Brown’s phone number, Lutz appeared to have difficulty finding  
15 the number and the detective believed that Lutz appeared to be deleting text messages  
16 from Brown in front of the detective;

17           g.       The detective explained that the currency found inside the parcel  
18 would not be returned to Lutz and would be seized for federal forfeiture proceedings. Lutz  
19 told the detective she would be filing a claim for the Defendant Currency.

20           h.       Months later, Brown, rather than Lutz, filed an administrative claim  
21 to the property. In the claim, Brown made statements that seemed inconsistent with  
22 certain statements Lutz made to detectives.

23           4.       As a result of the foregoing, the United States believes that it could establish  
24 at trial that the Defendant Currency is forfeitable to the United States pursuant to 21  
25 U.S.C § 881(a)(6).

26           5.       Without admitting the truth of the factual assertions contained in this  
27 stipulation, Brown specifically denying the same, for the purpose of reaching an amicable  
28 resolution and compromise of this matter, Brown agrees that an adequate factual basis

1 exists to support forfeiture of the Defendant Currency.

2         6.       The Defendant Currency is in the custody of the United States Marshals  
3 Service, Eastern District of California.

4         7.       Brown hereby acknowledges that he is the sole owner of the Defendant  
5 Currency, and that no other person or entity has any legitimate claim of interest therein.  
6 Should Lutz or any person institute a kind of claim or action against the government with  
7 regard to its forfeiture of the Defendant Currency, Brown shall hold harmless and  
8 indemnify the United States.

9         8.       This Court has jurisdiction in this matter pursuant to 28 U.S.C. §§ 1345 and  
10 1355, as this is the judicial district in which acts occurred giving rise to the forfeiture.

11         9.       This Court has venue pursuant to 28 U.S.C. § 1395, as this is the judicial  
12 district in which property was seized.

13         10.      The parties herein desire to settle this matter pursuant to the terms of a duly  
14 executed Stipulation for Consent Judgment of Forfeiture.

15         Based upon the above findings, and the files and records of the Court, it is hereby  
16 **ORDERED AND ADJUDGED:**

17         1.       The Court adopts the Stipulation for Consent Judgment of Forfeiture entered  
18 into by and between the parties.

19         2.       All right, title, and interest in the \$7,720.00 of the Defendant Currency,  
20 including any interest that may have accrued on the entire \$13,720.00 amount, seized on  
21 or about June 11, 2013, shall be forfeited to the United States pursuant to 21 U.S.C. §  
22 881(a)(6), to be disposed of according to law.

23         3.       Upon entry of a Consent Judgment of Forfeiture herein, but no later than 60  
24 days thereafter, \$6,000.00 of the Defendant Currency, shall be returned to Brown, through  
25 his attorney J. Allen Crumpler III, Stubbs, Cole, Breedlove, Prentis & Biggs PLLC, 122  
26 East Parish Street, P.O. Box 376, Durham, NC 27702.

27         4.       Plaintiff United States of America and its servants, agents, and employees  
28 and all other public entities, their servants, agents and employees, are released from any

1 and all liability arising out of or in any way connected with the seizure and/or forfeiture of  
2 the Defendant Currency. This is a full and final release applying to all unknown and  
3 unanticipated injuries, and/or damages arising out of said seizure and/or forfeiture, as well  
4 as to those now known or disclosed. Brown agree to waive the provisions of California  
5 Civil Code § 1542, which provides: “A general release does not extend to claims which the  
6 creditor does not know or suspect to exist in his or her favor at the time of executing the  
7 release, which if known by him or her must have materially affected his or her settlement  
8 with the debtor.”

9         5. Pursuant to the Stipulation for Consent Judgment of Forfeiture filed herein,  
10 the Court finds that there was reasonable cause for the seizure of the Defendant Currency  
11 and hereby enters a Certificate of Reasonable Cause pursuant to 28 U.S.C. § 2465 in the  
12 form of this Judgment.

13         6. All parties will bear their own costs and attorneys’ fees.

14  
15 IT IS SO ORDERED.

16 Dated: February 6, 2014

  
17 \_\_\_\_\_  
18 SENIOR DISTRICT JUDGE