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8 IN THE UNITED STATES DISTRICT COURT FOR THE  
 9 EASTERN DISTRICT OF CALIFORNIA

10

11 UNITED STATES OF AMERICA,	)	2:07-CV-00468-GEB-EFB
	)	
12 Plaintiff,	)	CONSENT JUDGMENT
	)	OF FORFEITURE
13 v.	)	
	)	
14 2003 HARLEY DAVIDSON	)	
MOTORCYCLE, VIN:	)	
15 1HD1DJV503Y615641,	)	
	)	
16 Defendant.	)	
	)	

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

20 1. On September 28, 2006, Magistrate Judge Gregory G. Hollows  
 21 authorized the seizure of the 2003 Harley Davidson Motorcycle, VIN:  
 22 1HD1DJV503Y615641 (the "motorcycle") based upon a finding of  
 23 probable cause that the defendant motorcycle was subject to  
 24 forfeiture to the United States based upon violations of 18 U.S.C.  
 25 §§ 1956 and 1957 and 21 U.S.C. §§ 841 and 846. See 2003 Harley  
 26 Davidson, VIN: 1HD1DJV503Y615641, 2:06-SW-0262-GGH. On or about  
 27 September 28, 2006, the Internal Revenue Service, Criminal  
 28 Investigation ("IRS") executed the seizure warrant against the

1 defendant motorcycle. IRS then commenced administrative forfeiture  
2 proceedings, sending direct written notice to all known potential  
3 claimants and publishing notice to all others. On or about  
4 December 18, 2006, the IRS received a claim from Daryl Summerfield  
5 asserting an ownership interest in the defendant motorcycle.

6 2. On October 19, 2006, a Grand Jury in the Eastern District  
7 of California charged Daryl M. Summerfield with violations of 18  
8 U.S.C. § 1956 - Money Laundering, 18 U.S.C. § 1957 - Engaging in a  
9 Monetary Transaction in Criminally Derived Property, 21 U.S.C. §  
10 841 - Possession with Intent to Distribute at Least 5 Kilograms of  
11 Cocaine, and 21 U.S.C. § 846 - Conspiracy to Distribute and to  
12 Possess with Intent to Distribute at Least 5 Kilograms of Cocaine.  
13 See U.S. v. Daryl M. Summerfield, et al., 2:06-CR-00428-JAM.

14 3. If this matter proceeded to trial in a civil forfeiture  
15 proceeding the government would show that on or about January 28,  
16 2003, Summerfield purchased the defendant motorcycle from Folsom  
17 Harley Davidson in Folsom, California. According to California  
18 Department of Motor Vehicles, Summerfield registered this  
19 motorcycle under the alias of "Darrell" Summerfield. The defendant  
20 motorcycle was financed through Harley Davidson Credit. As set  
21 forth below and as specified in greater detail in the affidavit in  
22 support of seizure warrant, agents believe the \$30,100.00 to  
23 purchase the motorcycle came from Summerfield. According to Harley  
24 Davidson credit account records and bank account records which  
25 agents obtained by subpoenas and reviewed, the following is a  
26 break-down of the payment history of the defendant motorcycle:

27 a. On or about January 28, 2003, Summerfield purchased a  
28 \$8,000 Cal Fed Bank Official Check. This \$8,000 Cal Fed Bank

1 Official Check was used as Summerfield's down payment. According  
2 to a Cal Fed Bank representative, Summerfield purchased the \$8,000  
3 Official Check with currency.

4 b. On March 11, 2003, Money Order #05151424994 made  
5 payable to Harley Davidson in the amount of \$500.00 was purchased  
6 with currency by Summerfield.

7 c. On April 21, 2003, Summerfield purchased with  
8 currency four (4) money orders made payable to Harley Davidson  
9 totaling \$2,000.00.

10 d. On June 16, 2003, Check #117 made payable to Harley  
11 Davidson Credit in the amount of \$4,000.00 cleared bank account  
12 number 119107-9 at Golden One Credit Union in the name of Daryl  
13 Summerfield. On June 11, 2003, a depositor deposited \$5,200.00 in  
14 currency into this same bank account to cover check #117.

15 e. On September 18, 2003, Check #1344 made payable to  
16 Harley Davidson Credit in the amount of \$1,000.00 cleared bank  
17 account number 56643117209 held at Golden One Credit Union in the  
18 name of Angela Summerfield. On September 11, 2003, a depositor  
19 deposited \$7,640.00 in currency into this same bank account to  
20 cover check #1344.

21 f. On January 20, 2004, Angela Summerfield purchased a  
22 \$4,000.00 Cashier's Check number 001851258 by debiting her Golden  
23 One Credit Union bank account number 56643117209. Also, on January  
24 20, 2004, a depositor deposited \$5,178.00 in currency into this  
25 same bank account to cover Cashier's Check #001851258.

26 g. On January 21, 2004, an unknown person purchased  
27 Wells Fargo Bank Official Check number 0036009327 made payable to  
28 Harley Davidson Credit in the amount of \$9,500.00. On the front of

1 the Official Check there was a handwritten note that stated, "from  
2 Daryl Summerfield."

3 h. On or about January 31, 2004, Daryl Summerfield  
4 purchased with currency two (2) money orders made payable to Harley  
5 Davidson totaling \$1,100.00.

6 4. Based on the above facts relating to the purchase of the  
7 defendant motorcycle and the investigation, agents believe that the  
8 currency that was deposited into Angela Summerfield's and Daryl  
9 Summerfield's bank accounts and the currency used to purchase the  
10 money orders came from Daryl Summerfield's drug trafficking  
11 activities, specifically from a specified unlawful activity, Title  
12 21 U.S.C. §§ 841(a) (1) and 846 and Title 18 U.S.C. §  
13 1956(a) (1) (B) (i).

14 5. Without admitting the truth of the factual assertions  
15 contained in the stipulation or in the affidavit in support of the  
16 seizure warrant, Summerfield specifically denying the same, and for  
17 the purpose of reaching an amicable resolution and compromise of  
18 this matter and all civil claims arising out of the factual  
19 averments made in said documents described above, Summerfield  
20 agrees that an adequate factual basis exists to support forfeiture  
21 of the defendant motorcycle. Summerfield hereby acknowledges that  
22 he is the sole owner of the defendant motorcycle and that no other  
23 person or entity has any legitimate claim of interest therein.  
24 Should any person or entity institute any kind of claim or action  
25 against the government with regard to its forfeiture of the  
26 defendant motorcycle, Summerfield agrees to hold harmless and  
27 indemnify the United States.

28 6. This Court has jurisdiction in this matter pursuant to 28

1 U.S.C. §§ 1345 and 1355, as this is the judicial district in which  
2 acts or omissions giving rise to the forfeiture occurred.

3 7. This Court has venue pursuant to 28 U.S.C. § 1395 and 21  
4 U.S.C. § 881(j), as this is the judicial district into which the  
5 defendant motorcycle was brought and this is the judicial district  
6 in which the criminal prosecution was brought.

7 8. The parties herein desire to settle this matter pursuant  
8 to the terms of a duly executed Stipulation for Consent Judgment of  
9 Forfeiture.

10 Based upon the above findings, and the files and records of  
11 the Court, it is hereby ORDERED AND ADJUDGED:

12 9. The Court adopts the Stipulation for Consent Judgment of  
13 Forfeiture entered into by and between the parties.

14 10. All right, title, and interest in the defendant  
15 motorcycle shall be forfeited to the United States pursuant to 21  
16 U.S.C. § 881(a)(6) and 18 U.S.C. §§ 981(a)(1)(A) and 981(a)(1)(C),  
17 to be disposed of according to law.

18 11. Plaintiff United States of America and its servants,  
19 agents, and employees and all other public entities, their  
20 servants, agents and employees, are released from any and all  
21 liability arising out of or in any way connected with the seizure  
22 and forfeiture of the defendant motorcycle. This is a full and  
23 final release applying to all unknown and unanticipated injuries,  
24 and/or damages arising out of said seizure and forfeiture, as well  
25 as to those now known or disclosed. The parties have agreed to  
26 waive the provisions of California Civil Code § 1542, which  
27 provides: "**A general release does not extend to claims which the**  
28 **creditor does not know or suspect to exist in his favor at the time**

1 **of executing the release, which if known by him must have**  
2 **materially affected his settlement with the debtor."**


3 12. Pursuant to the Stipulation for Consent Judgment of  
4 Forfeiture filed herein, the Court finds that there was reasonable  
5 cause for the seizure of the defendant motorcycle and a Certificate  
6 of Reasonable Cause pursuant to 28 U.S.C. § 2465 shall be entered  
7 accordingly.

8 13. No portion of the stipulated settlement, including  
9 statements or admissions made therein, shall be admissible in any  
10 criminal action pursuant to Rules 408 and 410(4) of the Federal  
11 Rules of Evidence.

12 14. All parties will bear their own costs and attorneys'  
13 fees.

14 IT IS SO ORDERED.


15 Dated: March 3, 2010

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GARLAND E. BURKELL, JR.  
United States District Judge

19  
20 **CERTIFICATE OR REASONABLE CAUSE**

21 Pursuant to the Stipulation for Consent Judgment of Forfeiture  
22 filed herein, the Court enters this Certificate of Reasonable Cause  
23 pursuant to 28 U.S.C. § 2465, that there was reasonable cause for  
24 the seizure of the above-described defendant motorcycle.

25 Dated: March 3, 2010

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GARLAND E. BURKELL, JR.  
United States District Judge