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7  
8 IN THE UNITED STATES DISTRICT COURT  
9 EASTERN DISTRICT OF CALIFORNIA

10  
11 UNITED STATES OF AMERICA,

12 Plaintiff,

13 v.

14 APPROXIMATELY \$29,000.00 IN U.S.  
CURRENCY,

15 Defendant.  
16

2:13-MC-00077-JAM-EFB

CONSENT JUDGMENT OF  
FORFEITURE

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

19 1. On February 19, 2013, agents with the Drug Enforcement Administration  
20 (“DEA”) contacted Andre Rajshawn Logan (“Logan”) at the Sacramento International  
21 Airport in Sacramento, California. Approximately \$29,000.00 in U.S. Currency  
22 (“defendant currency”) was seized from Logan during this encounter. The DEA  
23 commenced administrative forfeiture proceedings, sending direct written notice to all  
24 known potential claimants and publishing notice to all others. On or about May 1, 2013,  
25 the DEA received a claim from Logan asserting an ownership interest in the defendant  
26 currency.

27 2. The United States represents that it could show at a forfeiture trial that on  
28 or about February 19, 2013, agents with the DEA, acting on information received,

1 approached Logan after he had exited a plane arriving at the Sacramento International  
2 Airport from Raleigh, NC. The agents introduced themselves as law enforcement and  
3 asked to speak to Logan. When asked how long he had been in North Carolina, Logan  
4 responded that he had been there “a couple of days” although he had been there only  
5 twelve hours. Agents then asked Logan if they could search his bag. Logan consented.  
6 An agent searched Logan’s bag and located a sealed envelope. The agent asked Logan if  
7 he could break the seal and open the envelope and Logan said he could. Inside, the  
8 agent found two white bank envelopes of mostly \$100 bills. At that time, agents asked  
9 Logan to accompany them to a separate office in the airport to discuss the money.

10 3. The United States could further show at trial that when asked how much  
11 money he was carrying on his person, Logan responded that he had \$9,000.00 in his  
12 wallet. When asked the source of the money, Logan said that he owned a business called  
13 Midnight Performance Race Clinic, LLC. Logan stated that he had been given a deposit  
14 for work on an automobile by an individual in Wilmington, NC. Logan said there are no  
15 Citibank locations in North Carolina to make a deposit, so he carried the cash with him.

16 4. The United States could further show at trial that Logan provided a  
17 telephone number for the individual he was to do work for and the agent placed a call to  
18 this number. The phone was turned off. The agent asked Logan if he had any other  
19 telephone numbers for this individual. Logan provided another number and when the  
20 agent began dialing, Logan stated that this number was for a different individual and  
21 that the first individual only translated for this person, who was his actual customer.  
22 When the second telephone number connected, the person who answered the telephone  
23 call denied being the person identified by Logan, denied knowing Logan, denied giving  
24 money to him and insisted the agent had the wrong number.

25 5. The United States could further show at trial that there is no record of a  
26 business by the name of Midnight Performance Race Clinic, LLC in Rancho Cordova.

27 6. The United States could further show at trial that Logan’s ticket had been  
28 reserved and purchased within 24 hours of travel. Logan had departed Sacramento on

1 the evening of February 18, 2013, and returned to Sacramento approximately twelve  
2 hours later. Logan did not check any luggage.

3 7. The United States could further show at trial that a drug dog positively  
4 alerted to the presence of the odor of narcotics on the defendant currency.

5 8. The United States could further show at a forfeiture trial that the  
6 defendant currency is forfeitable to the United States pursuant to 21 U.S.C. § 881(a)(6).

7 9. Without admitting the truth of the factual assertions contained above,  
8 Andre Rajshawn Logan specifically denying the same, and for the purpose of reaching an  
9 amicable resolution and compromise of this matter, Andre Rajshawn Logan agrees that  
10 an adequate factual basis exists to support forfeiture of the defendant currency. Andre  
11 Rajshawn Logan hereby acknowledges that he is the sole owner of the defendant  
12 currency, and that no other person or entity has any legitimate claim of interest therein.  
13 Should any person or entity institute any kind of claim or action against the government  
14 with regard to its forfeiture of the defendant currency, Andre Rajshawn Logan shall hold  
15 harmless and indemnify the United States, as set forth below.

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

19 11. This Court has venue pursuant to 28 U.S.C. § 1395, as this is the judicial  
20 district in which the defendant currency was seized.

21 12. The parties herein desire to settle this matter, and a Consent Judgment of  
22 Forfeiture may be entered upon the following terms with which Andre Rajshawn Logan  
23 expressly agrees:

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

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

28 14. Upon entry of the Consent Judgment of Forfeiture, \$22,200.00 of the

1 Approximately \$29,000.00 in U.S. Currency, together with any interest that may have  
2 accrued on the entire amount seized, shall be forfeited to the United States pursuant to  
3 21 U.S.C. § 881(a)(6), to be disposed of according to law.

4 15. Upon entry of the Consent Judgment of Forfeiture, but no later than 60  
5 days thereafter, \$6,800.00 of the Approximately \$29,000.00 in U.S. Currency shall be  
6 returned to potential claimant Andre Rajshawn Logan through his attorney Richard  
7 Johnson.

8 16. Plaintiff United States of America and its servants, agents, and employees  
9 and all other public entities, their servants, agents and employees, are released from any  
10 and all liability arising out of or in any way connected with the seizure or forfeiture of  
11 the defendant currency. This is a full and final release applying to all unknown and  
12 unanticipated injuries, and/or damages arising out of said seizure or forfeiture, as well  
13 as to those now known or disclosed. Andre Rajshawn Logan waives the provisions of  
14 California Civil Code § 1542.

15 17. No portion of the stipulated settlement, including statements or admissions  
16 made therein, shall be admissible in any criminal action pursuant to Rules 408 and  
17 410(a)(4) of the Federal Rules of Evidence.

18 18. All parties will bear their own costs and attorney's fees.

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

23 IT IS SO ORDERED

24 DATED: April 24, 2014

25 /s/ John A. Mendez  
26 JOHN A. MENDEZ  
27 United States District Judge  
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