

1 BENJAMIN B. WAGNER
 United States Attorney
 2 KEVIN C. KHASIGIAN
 Assistant U. S. Attorney
 3 501 I Street, Suite 10-100
 Sacramento, CA 95814
 4 Telephone: (916) 554-2700

5 Attorneys for the United States

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

10
 11 UNITED STATES OF AMERICA,

2:14-MC-00060-MCE-DAD

12 Plaintiff,

CONSENT JUDGMENT OF
 FORFEITURE

13 v.

14 APPROXIMATELY \$41,500.00 IN U.S.
 CURRENCY,

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

18 1. On October 30, 2013, agents with the Drug Enforcement Administration
 19 (“DEA”) contacted Rosario at the Sacramento International Airport in Sacramento,
 20 California. Approximately \$41,500.00 in U.S. Currency (“defendant currency”) was
 21 seized from Rosario during this encounter.

22 2. The DEA commenced administrative forfeiture proceedings, sending direct
 23 written notice to all known potential claimants and publishing notice to all others. On or
 24 about January 21, 2014, the DEA received a claim from Rosario asserting an ownership
 25 interest in the defendant currency.

26 3. The United States represents that it could show at a forfeiture trial that an
 27 agent with the DEA approached Rosario and asked for permission to speak with him.
 28 Rosario agreed and told agents he was traveling from Connecticut and planned to visit

1 family for about a week. Rosario's ticket was a one-way ticket to Sacramento. Rosario
2 also agreed to a consensual search of his carry-on luggage. During the search, agents
3 found a large amount of cash in the suitcase and asked Rosario to accompany them to a
4 separate room in the airport. Once inside the room, agents conducted a complete search
5 of the bags and found two stacks of \$5,000.00 each in 100 dollar bills in Rosario's wallet.
6 Another stack of cash was located in the liner of the suitcase. The total amount of cash
7 found on Rosario and in his bags was \$41,500.00.

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

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

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

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

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

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

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

5 10. Upon entry of this Consent Judgment of Forfeiture, \$31,500.00 of the
6 Approximately \$41,500.00 in U.S. Currency, together with any interest that may have
7 accrued on the total amount seized, shall be forfeited to the United States pursuant to 21
8 U.S.C. § 881(a)(6), to be disposed of according to law.

9 11. Upon entry of this Consent Judgment of Forfeiture, but no later than 60
10 days thereafter, \$10,000.00 of the Approximately \$41,500.00 in U.S. Currency shall be
11 returned to claimant Luis Rosario through his attorney Edward Moukawsher.

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

19 13. No portion of the stipulated settlement, including statements or admissions
20 made therein, shall be admissible in any criminal action pursuant to Rules 408 and
21 410(a)(4) of the Federal Rules of Evidence.

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

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

5 IT IS SO ORDERED

6 Dated: January 5, 2015

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10 MORRISON C. ENGLAND, JR., CHIEF JUDGE
11 UNITED STATES DISTRICT COURT
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