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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 \$147,260.00 IN U.S.
 CURRENCY,
 15 Defendant.
 16

2:14-MC-00133-MCE-EFB
 CONSENT JUDGMENT OF
 FORFEITURE

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

- 18 1. On or about May 6, 2014, the Drug Enforcement Administration (hereafter “DEA”) seized
 19 Approximately \$147,260.00 in U.S. Currency (the “defendant currency”) from a YRC shipping box in
 20 Tracy, California.
 21 2. The DEA commenced administrative forfeiture proceedings, sending direct notice to all
 22 known potential claimants and publishing notice to all others. On or about August 20, 2014, the DEA
 23 received a claim from James Pozo (“Pozo”) asserting an ownership interest in the defendant currency.
 24 3. The United States represents that it could show at a forfeiture trial that on May 6, 2014,
 25 the DEA received information regarding a YRC shipping box sent to Pozo from Medley, Florida. DEA
 26 agents responded to the YRC Freight shipping hub in Tracy, California and found a large sum of cash
 27 concealed inside a speaker box within the freight box. A drug detection dog positively alerted to the odor
 28

1 of narcotics on the defendant currency.

2 4. The United States represents that it could also show at a forfeiture trial that when a
3 detective called the phone number provided on the bill of lading, Pozo stated that he had shipped a
4 package to California. When asked to clarify, Pozo stated that “a company” was shipping a speaker to
5 him. The detective also told Pozo that the shipment contained a large amount of cash. Pozo responded
6 that he did not know there was cash in the shipment.

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

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

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

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

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

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

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

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1 11. Upon entry of the Consent Judgment of Forfeiture, \$125,171.00 of the Approximately
2 \$147,260.00 in U.S. Currency, together with any interest that may have accrued on the entire amount
3 seized, shall be forfeited to the United States pursuant to 21 U.S.C. § 881(a)(6), to be disposed of
4 according to law.

5 12. Upon entry of the Consent Judgment of Forfeiture, but no later than 60 days thereafter,
6 \$22,089.00 of the Approximately \$147,260.00 in U.S. Currency shall be returned to potential claimant
7 James Pozo through his attorney Jacek W. Lentz.

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


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

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

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

21 IT IS SO ORDERED.

22 Dated: January 27, 2015

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25 MORRISON C. ENGLAND, JR., CHIEF JUDGE
26 UNITED STATES DISTRICT COURT
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