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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 \$15,000.00 IN U.S.  
 CURRENCY,  
 15 Defendant.  
 16

2:16-MC-00167-TLN-KJN

CONSENT JUDGMENT OF FORFEITURE

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

18 1. On May 7, 2016, agents with the United States Postal Inspection Service (“USPIS”)  
 19 seized approximately \$15,000.00 in U.S. Currency (“the defendant currency”) from Renita Credle  
 20 (“Credle”) during a parcel interdiction at the Processing and Distribution Center located in West  
 21 Sacramento, California.

22 2. USPIS commenced administrative forfeiture proceedings, sending direct written notice  
 23 to all known potential claimants and publishing notice to all others. On or about July 18, 2016, USPIS  
 24 received a claim from Credle asserting an ownership interest in the defendant currency.

25 3. The United States represents that it could show at a forfeiture trial that on May 7, 2016,  
 26 USPIS conducted a parcel interdiction at the Processing and Distribution Center located at 3775  
 27 Industrial Boulevard, West Sacramento, California. During the interdiction, law enforcement officials  
 28 identified a parcel that bore markers consistent with parcels used for shipping contraband. The

1 package was addressed to MacArthur Morin (“Morin”), 7200 Jacinto Ave., Unit 17-101, Sacramento,  
2 California, 95823, with the following return address: R. Credle, 180 Guy Lombardo Ave., Apt. Q,  
3 Freeport, NY 11520.

4 4. The United States represents that it could further show at a forfeiture trial that law  
5 enforcement officials contacted Morin, who confirmed he was expecting a package of DVD’s and  
6 books. Morin gave consent to the law enforcement officials to open the package. The package  
7 contained four DVD’s and a white plastic bag with the defendant currency hidden inside several  
8 plastic bags. Morin initially stated he was not expecting money. He later said if money were found in  
9 the package, he was expecting it. Morin also told law enforcement officials that Renita Credle was his  
10 girlfriend and that the money was reimbursement for money he previously loaned her for engine  
11 repairs.

12 5. The United States represents that it could further show at a forfeiture trial that law  
13 enforcement officials contacted Credle, who confirmed she had sent a package to an individual in  
14 Sacramento. Credle told the officials it contained cash to pay back Morin for a business loan. Credle  
15 also told the law enforcement officials that Morin loaned her money to lease building space in  
16 Northern Freeport, NY to start a crossfit/personal training company but the business venture fell  
17 through and she was paying Morin back.

18 6. The United States represents that it could further show at a forfeiture trial that the  
19 parcel was presented to a drug detection dog, who positively alerted to the presence of the odor of  
20 narcotics.

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

23 8. Without admitting the truth of the factual assertions contained above, Credle  
24 specifically denying the same, and for the purpose of reaching an amicable resolution and compromise  
25 of this matter, potential claimant agrees that an adequate factual basis exists to support forfeiture of the  
26 defendant currency. Credle hereby acknowledges that she is the sole owner of the defendant currency,  
27 and that no other person or entity has any legitimate claim of interest therein. Should any person or  
28 entity institute any kind of claim or action against the government with regard to its forfeiture of the

1 defendant currency, Claimant shall hold harmless and indemnify the United States, as set forth below.

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

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

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

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

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

12 2. Upon entry of the Consent Judgment of Forfeiture, \$11,250.00 of the Approximately  
13 \$15,000.00 in U.S. Currency, together with any interest that may have accrued on the total amount  
14 seized, shall be forfeited to the United States pursuant to 21 U.S.C. § 881(a)(6), to be disposed of  
15 according to law.

16 3. Upon entry of the Consent Judgment of Forfeiture, but no later than 60 days thereafter,  
17 \$3,750.00 of the Approximately \$15,000.00 in U.S. Currency shall be returned to claimant Renita  
18 Credle.

19 4. The United States of America and its servants, agents, and employees and all other  
20 public entities, their servants, agents and employees, are released from any and all liability arising out  
21 of or in any way connected with the seizure or forfeiture of the defendant currency. This is a full and  
22 final release applying to all unknown and unanticipated injuries, and/or damages arising out of said  
23 seizure or forfeiture, as well as to those now known or disclosed. Credle waives the provisions of  
24 California Civil Code § 1542.

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

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

