

1 MCGREGOR W. SCOTT  
 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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 8 IN THE UNITED STATES DISTRICT COURT  
 9 EASTERN DISTRICT OF CALIFORNIA

10  
 11 UNITED STATES OF AMERICA,  
 12 Plaintiff,  
 13 v.  
 14 APPROXIMATELY \$14,340.00 IN U.S.  
 CURRENCY,  
 15 Defendant.  
 16

2:17-MC-00070-MCE-KJN

CONSENT JUDGMENT OF FORFEITURE

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

18 1. On or about November 1, 2016, agents with the United States Postal Inspection Service  
 19 (“USPIS”) seized approximately \$14,340.00 in U.S. Currency (“the defendant currency”) from Eduardo  
 20 Miranda (“Miranda”) during a parcel interdiction at the Processing and Distribution Center located in  
 21 West Sacramento, California.

22 2. USPIS commenced administrative forfeiture proceedings, sending direct written notice to  
 23 all known potential claimants and publishing notice to all others. On or about January 20, 2017, USPIS  
 24 received a claim from Miranda asserting an ownership interest in the defendant currency.

25 3. The United States represents that it could show at a forfeiture trial that on November 1,  
 26 2016, 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 Eduardo S Miranda, 3480 24<sup>th</sup> Ave, Sacramento, California, 95820, with the  
2 following return address: Heather Robertson, 106-A Hamby Rd, Starr, South Carolina, 29684.

3 4. The United States represents that it could further show at a forfeiture trial that law  
4 enforcement officials contacted Miranda, who confirmed he was expecting a parcel from Amazon  
5 which contained a tablet cover, but was not expecting any other parcel. Miranda gave consent for law  
6 enforcement officials to open the parcel and the parcel contained a plastic bag with several stacks of  
7 cash. Miranda told the law enforcement officials he was not expecting any cash to come in the mail.

8 5. The United States represents that it could further show at a forfeiture trial that  
9 approximately 4 hours later, law enforcement officials received a phone call from Jesse Ortiz, who  
10 indicated he was representing Miranda. Mr. Ortiz told the law enforcement officials that his client,  
11 Miranda, had told him that his wife sold a 1964 Impala to a woman named Heather and the money was  
12 proceeds of the sale.

13 6. On November 3, 2016, law enforcement officials spoke to the sender of the parcel,  
14 Heather Robertson (“Robertson”). Robertson told the law enforcement officials that she mailed the  
15 defendant currency to Miranda and it was a down payment for a 1964 Chevy Impala she had seen  
16 advertised on Facebook and purchased it from Miranda’s wife. Robertson also told the law  
17 enforcement officials she and Miranda’s wife had been Facebook friends for approximately 2 years  
18 and she met her when she came to California a couple of years ago. Robertson informed the law  
19 enforcement officials she did not have a bank account to wire the money and that she has a job but is  
20 paid “under the table.” Robertson also told the law enforcement officials she does not know who lives  
21 at the 106-A Hamby address and couldn’t tell them why she used that address as the return address.

22 7. The United States represents that it could further show at a forfeiture trial that the  
23 parcel was presented to a drug detection dog, who positively alerted to the presence of the odor of  
24 narcotics.

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

27 9. Without admitting the truth of the factual assertions contained in this stipulation,  
28 potential claimant Eduardo Miranda specifically denies the same, and for the purpose of reaching an

1 amicable resolution and compromise of this matter, potential claimant Miranda agrees that an adequate  
2 factual basis exists to support forfeiture of the defendant currency. Miranda hereby acknowledges that  
3 he is the sole owner of the defendant currency, and that no other person or entity has any legitimate  
4 claim of interest therein. Should any person or entity institute any kind of claim or action against the  
5 government with regard to its forfeiture of the defendant currency, potential claimant Miranda shall  
6 hold harmless and indemnify the United States, as set forth below.

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

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

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

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

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

17 2. Upon entry of the Consent Judgment of Forfeiture, \$10,840.00 of the Approximately  
18 \$14,340.00 in U.S. Currency, together with any interest that may have accrued on the total amount  
19 seized, shall be forfeited to the United States pursuant to 21 U.S.C. § 881(a)(6), to be disposed of  
20 according to law.

21 3. Upon entry of the Consent Judgment of Forfeiture, but no later than 60 days thereafter,  
22 \$3,500.00 of the Approximately \$14,340.00 in U.S. Currency shall be returned to claimant Eduardo  
23 Miranda through his attorney Jesse Ortiz.

24 4. The United States of America and its servants, agents, and employees and all other  
25 public entities, their servants, agents and employees, are released from any and all liability arising out  
26 of or in any way connected with the seizure or forfeiture of the defendant currency. This is a full and  
27 final release applying to all unknown and unanticipated injuries, and/or damages arising out of said  
28 seizure or forfeiture, as well as to those now known or disclosed. Potential claimant Miranda waives

1 the provisions of California Civil Code § 1542.

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

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

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

9 IT IS SO ORDERED.

10 Dated: March 17, 2018

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12 MORRISON C. ENGLAND, JR.  
13 UNITED STATES DISTRICT JUDGE  
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