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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,

2:18-CV-00751-KJM-CKD

13 v.

STIPULATION AND ORDER RE
 INTERLOCUTORY SALE OF
 REAL PROPERTY LOCATED AT
 6010 POWER INN ROAD

14 REAL PROPERTY LOCATED AT 8804
 SAILFISH BAY, SACRAMENTO,
 15 CALIFORNIA, SACRAMENTO COUNTY,
 APN: 115-1720-0192-0000, INCLUDING ALL
 16 APPURTENANCES AND IMPROVEMENTS
 THERETO,

17 REAL PROPERTY LOCATED AT 9085
 18 COBBLE FIELD DRIVE, SACRAMENTO,
 CALIFORNIA, SACRAMENTO COUNTY,
 19 APN: 121-0700-093-0000, INCLUDING ALL
 APPURTENANCES AND IMPROVEMENTS
 20 THERETO,

21 REAL PROPERTY LOCATED AT 13390
 22 IVIE ROAD, GALT, CALIFORNIA,
 SACRAMENTO COUNTY, APN: 152-0270-
 005-0000, INCLUDING ALL
 23 APPURTENANCES AND IMPROVEMENTS
 THERETO,

24 REAL PROPERTY LOCATED AT 1950
 25 ESTEREL WAY, SACRAMENTO,
 CALIFORNIA, SACRAMENTO COUNTY,
 26 APN: 052-0270-001-0000, INCLUDING ALL
 APPURTENANCES AND IMPROVEMENTS
 27 THERETO,

1 REAL PROPERTY LOCATED AT 21
2 JEANROSS COURT, SACRAMENTO,
3 CALIFORNIA, SACRAMENTO COUNTY,
4 APN: 052-0270-015-0000, INCLUDING ALL
5 APPURTENANCES AND IMPROVEMENTS
6 THERETO,

7 REAL PROPERTY LOCATED AT 5935 64TH
8 STREET, SACRAMENTO, CALIFORNIA,
9 SACRAMENTO COUNTY, APN: 027-0296-
10 006-0000, INCLUDING ALL
11 APPURTENANCES AND IMPROVEMENTS
12 THERETO,

13 REAL PROPERTY LOCATED AT 6010
14 POWER INN ROAD, SACRAMENTO,
15 CALIFORNIA, SACRAMENTO COUNTY,
16 APN: 038-0071-011-0000, INCLUDING ALL
17 APPURTENANCES AND IMPROVEMENTS
18 THERETO,

19 Defendants.

20 The United States of America and lien holders Loan Simple, Inc., and Prober & Raphael agree
21 and stipulate to the following interlocutory sale pursuant to Rule G(7) of the Supplemental Rules for
22 Admiralty or Maritime Claims and Asset Forfeiture Actions:

23 1. The defendant property subject to this stipulation is Real Property located at 6010 Power
24 Inn Road, Sacramento, California, Sacramento County, APN: 038-0071-011-0000, including all
25 appurtenances and improvements thereto (“defendant property”), and more fully described as:

26 THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF
27 SACRAMENTO, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA AND IS DESCRIBED
28 AS FOLLOWS:

ALL THAT PORTION OF LOT 1, AS SHOWN ON THE "PLAT OF SOUTH SACRAMENTO
GARDENS", RECORDED IN BOOK 14 OF MAPS, MAP NO. 40, RECORDS OF SAID
COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF SAID LOT 1, AND ON THE CENTER
LINE OF POWER INN ROAD, 60.00 FEET IN WIDTH FROM WHICH THE NORTHEAST
CORNER OF SAID LOT 1 BEARS NORTH 09 DEGREE 05' WEST 50.00 FEET; THENCE
FROM SAID POINT OF BEGINNING SOUTH 00 DEGREE 04' EAST 40.00 FEET ALONG
THE EAST LINE OF SAID LOT 1 AND ALONG THE CENTERLINE OF SAID PUBLIC
ROAD; THENCE SOUTH 89 DEGREE 40' WEST 160.00 FEET; THENCE NORTH 00

1 DEGREE 04' WEST 40.00 FEET; THENCE NORTH 89 DEGREE 40' EAST 160.00 FEET TO
2 THE POINT OF BEGINNING.

3 2. On April 3, 2018, the United States filed a Verified Complaint for Forfeiture *In Rem*
4 alleging that the defendant property, including any right, title and interest in the whole of any lot or tract
5 of land and any appurtenances or improvements thereon, is subject to forfeiture to the United States
6 pursuant to 21 U.S.C. §§ 881(a)(6) and 881(a)(7) because it constitutes other things of value furnished in
7 exchange for a controlled substance or listed chemical, or proceeds traceable to such an exchange, and/or
8 was used and intended to be used to commit or facilitate a violation of 21 U.S.C. §§ 841 et seq.

9 3. The recorded owner of the defendant real property is Vo Huu Duc Nguyen.

10 4. Beginning on April 20, 2018, for at least thirty consecutive days, the United States
11 published Notice of the Forfeiture Action on the official internet government forfeiture site
12 www.forfeiture.gov. A Declaration of Publication was filed on May 21, 2018. (ECF No. 14)

13 5. The defendant property was posted with a copy of the Verified Complaint for Forfeiture In
14 Rem and Notice of the Complaint on July 23, 2018, by the U.S. Marshals Service. See Process Receipt
15 and Return filed July 25, 2018. (ECF No. 33).

16 6. In addition to the public notice on the official internet government forfeiture site
17 www.forfeiture.gov, actual notice or attempted notice was given to the following individual(s):

18 a. Vo Huu Duc Nguyen

19 b. Loan Simple, Inc.

20 7. On January 29, 2020, lien holders Loan Simple, Inc. and Prober & Raphael filed a claim
21 (ECF No. 55). The Note is presently in default as a result of Vo Huu Duc Nguyen's failure to make the
22 regular monthly payment due on May 1, 2018 and has continuously been in default since May 11, 2018.

23 8. Vo Huu Duc Nguyen has not filed a claim or answer. The Clerk of the Court entered a
24 Clerk's Certificate of Entry of Default against Xiulan Yang on July 26, 2018. (ECF No. 36)

25 9. No other parties have filed claims or answers in this matter as to the defendant property,
26 and the time in which any person or entity may file a claim and answer has expired.

27 10. The parties agree that the U.S. Marshals Service (or a designee) shall be authorized to sell
28

1 the defendant property in accordance with the terms and conditions of this Stipulation pursuant to the
2 paragraphs below.

3 11. The U.S. Marshals Service (or a designee) shall list and sell the defendant property, in the
4 most commercially feasible manner, as soon as reasonably possible, for the maximum price. Through the
5 sale of the defendant property, the United States shall receive the net proceeds, less payments for costs of
6 selling the property, cleanup, other expenses incurred, and any legitimate liens that exist on the defendant
7 property.

8 a. The U.S. Marshals Service shall have the defendant property appraised by a
9 licensed appraiser of its choosing. The U.S. Marshals Service and the appraiser may have access to the
10 defendant property and structures, buildings, or storage sheds thereon upon 24 hours telephonic notice.

11 b. If necessary, the U.S. Marshals Service, and any real estate broker employed by
12 the U.S. Marshals Service, shall have the right to put a "lock box" on the property to facilitate the
13 marketing and sale of the defendant property.

14 c. The following costs, expenses and distributions shall be paid in escrow from the
15 gross sales price in the following priority and to the extent funds are available:

- 16 i. The costs incurred by the U.S. Marshals Service to the date of close of
17 escrow, including the cost of posting, service, advertising, and
maintenance.
- 18 ii. Any unpaid real property taxes which are due and owing.
- 19 iii. A real estate commission not to exceed the U.S. Marshals Service
20 contractual brokerage fee.
- 21 iv. The seller shall pay any county transfer taxes.
- 22 v. To claimant Loan Simple, Inc.- a sum to satisfy an indebtedness under the
23 Deed of Trust recorded in the official records of Sacramento County
24 Document Number 201801301246 on January 30, 2018, in the principal
25 amount of \$213,750.00 plus all unpaid interest at the contractual (not
26 default) rate, plus any advances and costs incurred by Loan Simple, Inc., up
27 to the date of the payoff of the loan, including, but not limited to reasonable
28 attorney's fees, any insurance advances, and tax advances on the defendant
property. As of January 15, 2020, the total amount due and owing under
the note is \$241,014.89.
- vi. To the United States of America: the net proceeds from the sale of the
defendant property after payment has been made to lien holder Loan
Simple, Inc. All right, title, and interest in said funds shall be
substituted for the defendant real property and forfeited to the United States

