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Attorneys for Plaintiff

10 UNITED STATES DISTRICT COURT
11 NORTHERN DISTRICT OF CALIFORNIA
12 SAN FRANCISCO DIVISION

14 UNITED STATES OF AMERICA,

15 Plaintiff,

16 v.

17 APPROXIMATELY \$59,700.00 IN
18 UNITED STATES CURRENCY,

19 Defendant(s).
20

) No. CV 10-0207 SI

) CONSENT ORDER OF SETTLEMENT

21
22 **CONSENT ORDER OF SETTLEMENT AND FORFEITURE**

23 WHEREAS, on January 15, 2010, the United States filed a complaint for
24 forfeiture of certain currency seized as a result of the investigation conducted by Contra
25 Costa County Sheriff's Department and a seizure of the defendant currency, federally
26 adopted by DEA;

27 WHEREAS, notice of this action has been given by publication and the only
28

1 claim submitted with respect to the defendant currency is that of JOSE CRUZ LEON-
2 MENDOZA, filed on February 5, 2010;

3 WHEREAS, pursuant to the settlement negotiations among the parties, JOSE
4 CRUZ LEON-MENDOZA agrees to withdraw his claim with respect to \$29,850.00 of
5 the seized currency in any administrative or judicial forfeiture proceeding;

6 WHEREAS, pursuant to the settlement negotiations among the parties, the
7 United States agrees to release to JOSE CRUZ LEON-MENDOZA c/o Daniel A. Flores,
8 his attorney of record, the sum of \$29,850.00 plus interest, less any debt owed to the
9 United States, any agency of the United States, or any other debt in which the United
10 States is authorized to collect.

11 WHEREAS, the United States agrees to return all copies of documents obtained
12 by the United States through its investigation of this matter to JOSE CRUZ LEON-
13 MENDOZA, including deposition transcripts, deposition cd, tax documents, bank
14 statements, mortgage statements, workers' compensation settlement documents, property
15 tax records, and photographs that are in the possession of the United States, unless
16 prohibited by law.

17 WHEREAS, the parties agree that the United States and JOSE CRUZ LEON-
18 MENDOZA will each bear its own attorney costs and fees related to this matter.

19 WHEREAS, the United States has represented that no information gained in this
20 action has been used to initiate any federal investigations, either criminal or civil in
21 nature, of any allegations of wrongdoing by Claimant JOSE CRUZ LEON-MENDOZA.

22 AND WHEREAS, it appearing to the court from the endorsement of the parties,
23 that the parties have agreed to a resolution of this matter with respect to the defendant
24 currency, and deeming it proper to do so;

25 NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED THAT:

26 1. Notice of this action having been given by publication and there being only the
27 claim filed by JOSE CRUZ LEON-MENDOZA, the default of all persons or entities
28 other than JOSE CRUZ LEON-MENDOZA is entered.

1 2. A portion of the defendant currency, to wit \$29,850.00 is forfeited to the
2 United States pursuant to 21 U.S.C. § 881(a)(6), free from the claims of any other party.

3 3. A portion of the defendant currency, to wit the sum of \$29,850.00 plus
4 interest, less any debt owed to the United States, any agency of the United States, or any
5 other debt in which the United States is authorized to collect, shall be returned by the
6 United States to JOSE CRUZ LEON-MENDOZA c/o Daniel A. Flores, his attorney of
7 record.

8 4. The United States shall dispose of the forfeited currency in accordance with
9 the law.

10 5. JOSE CRUZ LEON-MENDOZA releases the United States of America and all
11 of its respective agencies, officers, agents, and employees from any claims or actions,
12 including that for attorney fees or cost or interest, concerning the seizure and custody of
13 the defendant currency.

14 6. The United States releases JOSE CRUZ LEON-MENDOZA from any claims
15 or actions, including that for attorney fees or costs or interest, concerning the seizure and
16 custody of the defendant currency.


17 7. The United States agrees to return all copies of documents obtained by the
18 United States through its investigation of this matter to JOSE CRUZ LEON-
19 MENDOZA, and documents received directly from JOSE CRUZ LEON-MENDOZA,
20 including deposition transcripts, deposition cd, tax documents, bank statements,
21 mortgage statements, workers' compensation settlement documents, property tax
22 records, and photographs that are in the possession of the United States, unless
23 prohibited by law.

24 8. The parties agree that this Consent Order of Settlement is the result of a
25 compromise, and shall not, by any person, at any time or for any purpose be considered
26 an admission of liability or responsibility, or of the truth of any allegation of any party, at
27 any time, for any purpose, in any form or in any amount.

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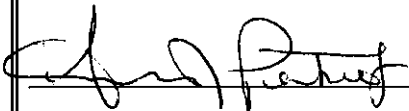
9. The parties to this action shall execute any documents necessary or proper to effectuate the terms of this Order.



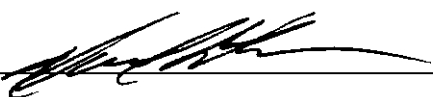
Date

DISTRICT COURT JUDGE, SUSAN ILLSTON

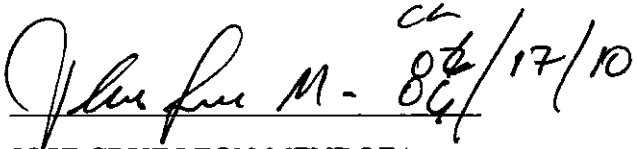
WE ASK FOR THIS:



ARVON J. PERREET
Special Assistant United States Attorney

 6/17/10

DANIEL A. FLORES
Counsel for Claimant, JOSE CRUZ LEON-MENDOZA

 ^{ck} 06/17/10

JOSE CRUZ LEON-MENDOZA
Claimant