

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF NEW YORK

UNITED STATES OF AMERICA

Plaintiff

v.

15-CV-0045-S

ONE 2005 FORD GT COUPE
VIN: 1FAFP90S95Y401945,

AND

ONE 2000 FERRARI 360 MODENA F1
VIN: ZFFYU51AXY0121286,

Defendants.

STIPULATED SALES AGREEMENT

This Stipulated Sales Agreement is made by and between the plaintiff, United States of America, by its attorney, William J. Hochul, Jr., United States Attorney for the Western District of New York, Richard D. Kaufman, Assistant United States Attorney, of counsel, claimant, Eugene Gosy and his attorney Joel L. Daniels, Esq., according to the following terms and conditions:

1. The United States of America filed its Verified Complaint for Forfeiture on January 14, 2015 against the above-captioned defendant vehicles pursuant to 18 U.S.C. Sections 981(a)(1)(A) and 981(a)(1)(C).

2. Eugene Gosy filed a timely Claim on February 5, 2015, and Answer on February 26, 2015. (Docket Nos. 6 and 10) Gosy is the only known person that has an interest in the defendant vehicles. The parties recognize that the related criminal investigation is continuing and have requested the Court under Title 18, United States Code, Section 981(g)(2) for a stay of discovery in this civil forfeiture proceeding. The parties also agree that this Stipulated Sales Agreement pertains to the 2005 FORD GT COUPE VIN: 1FAFP90S95Y401945, and the 2000 FERRARI 360 MODENA F1 VIN: ZFFYU51AXY0121286.

3. The government's Verified Complaint alleges that Gosy engaged in a health care fraud scheme which resulted in the sum of \$241,771.60 being unlawfully generated. The Complaint also alleges that the Ford GT was purchased with proceeds of health care fraud and that the Ferrari was purchased with proceeds of a health care fraud offense equal to \$36,233.46. (Docket No. 1 pp. 17-19) and thus any proceeds derived from the sale of the Ford GT (up to the sum of \$205, 538.14) and for the Ferrari (up to the sum of \$36,233.46) will be substituted in as the defendant `res' and be subject to forfeiture pursuant to 18 U.S.C. Section 981(a)(1)(C). Any net proceeds above that amount will be remitted to Gosy thru his attorney, Joel Daniels.

4. The parties agree that the United States Marshals Service for the Northern District of Ohio and the Western District of New York shall release the vehicles to Gosy or his duly authorized representative in order to facilitate the sale of the vehicles in a

commercially accepted and economically reasonable method and manner to maximize the value of the vehicles. The United States Marshals Service shall allow reasonable access to this designated individual or entity to facilitate the release of the vehicles upon the presentment of a notarized letter from Gosy authorizing his designated agent to take custody of the vehicles.. Prior to any release of the vehicles Gosy shall provide the United States Marshals Service proof of adequate insurance for each vehicle naming the government as a co-insured on the vehicles. The parties further ask this Court to provide an Order directing Gosy and his duly authorized representatives that the sale of the vehicles shall not occur for less than the following amounts:

- a. 2005 Ford GT \$235,000.00 United States currency
- b. 2000 Ferrari \$60,000.00 United States currency

The parties agree that within one hundred and twenty (120) days of the date of the Court's Order, if such reserve price is not met, at the United States Marshals Service discretion, Gosy shall return the vehicles to the respective United States Marshals Service designated agents. All such transportation costs shall be borne by Gosy.

5. Upon the successful sale of the vehicles, Gosy's duly authorized representative shall pay all of the United States Marshals Service storage costs¹ and related expenses out of

¹ The vehicle accrues \$5.50 in storage/maintenance fees per day: As for the Ford GT, as of the date of storage, September 22, 2014 thru November 30, 2015, the storage expenses total approximately \$2,446.20. As for the Ferrari, as of the date of storage, October 20, 2014 to November 30, 2015 the total of storage expenses will be approximately \$2,256.75. The final cost of storage is dependent upon the date of the vehicle's sale and release date to the successful bidder of the vehicles.

the sales proceeds, yielding the net proceeds referenced above that will be substituted as the defendant `res' in this continued forfeiture litigation. Any amounts above and beyond such dollar amount shall be remitted to Gosy and his duly authorized representative as provided in Paragraph 3 above.

6. Gosy, as deemed necessary by the United States Marshals Service, will execute any paperwork necessary for the United States Marshals to effectuate this agreement including, but not limited to, the execution of title documents, documented information on his designated individual or entity that he proposes sell the vehicle and a hold-harmless agreement.

7. The net proceeds of the Ford GT (up to the sum of \$205, 538.14) and the sum of \$36,233.46 from the sale of the Ferrari will replace, substitute, and stand in lieu of the vehicles in the above-captioned in rem litigation. The above-caption will not be revised to reflect the substitution. It is understood by all parties that Gosy remains liable to the government for the fraudulent proceeds totaling \$241,771.60 despite whether or not the net sales amount remitted to the government equals to \$241,771.60 .

8. The parties agree that, following the approval of this stipulation by the Court, the Court shall enter an Order in accordance with the terms and conditions of this Stipulation.

DATED: Buffalo, New York, December 8, 2015

WILLIAM J. HOCHUL, JR.
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12/8/15
Date

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12/8/15
Date

s/Eugene Gosy
Eugene Gosy, Claimant