

**IN THE UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF GEORGIA  
ATLANTA DIVISION**

**UNITED STATES OF  
AMERICA,**

**vs.**

**RICKY DIXON,  
MEGHAN THOMAS,  
JESIKA BLAKELY,  
AMANDA CHRISTIAN,  
DWAN ASHONG A/K/A DWAN  
GILPIN,  
JOHN GAINES A/K/A MARTY  
GAINES,  
CHARLES PETTY A/K/A  
CHARLES KNIGHT,  
JERRY BAPTISTE,  
CARLA JACKSON,  
DEREK PARKER,  
DAVID BELGRAVE II,  
CHARLES HILL IV,  
RYAN WHITTLEY,  
EL HADJ SALL, AND  
RICK MCDUFFIE**

**Criminal Action No.  
Case No. 1:20-CR-296-JPB-CMS**

**PETITION TO CONTEST THE FORFEITURE OF PROPERTY**

Pursuant to 21 U.S.C. § 853(n), Petitioner New Horizon Real Estate, LLC (“New Horizon”) files this Petition to Contest the Forfeiture of Property. In support of this Petition, and under penalty of perjury,<sup>1</sup> New Horizon states as follows:

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<sup>1</sup> See *infra*, Verification of Petition at p.10.

## I. BACKGROUND

New Horizon brings this Petition to challenge the forfeiture of property located at 503-505 Rockwell Street, Fulton County, Georgia (the “Property”). The United States of America (“United States”) seeks forfeiture of the Property based on a lis pendens filed on the Property and Consent Preliminary Order of Forfeiture related to this criminal proceeding. New Horizon is not involved in the underlying criminal proceeding.

New Horizon purchased the Property in an arms-length transaction on October 14, 2021. *See* Affidavit of Angelina Banks, attached hereto as **Exhibit A**, at para. 3. New Horizon’s principal, Angelina Banks, saw the Property’s listing on Zillow and worked with an agent to purchase the Property. *Id.* at para. 4. Ms. Banks is a real estate investor by trade. *Id.* at para. 5. New Horizon paid \$62,500.00 for the Property. *Id.* at para. 6. Based on Ms. Banks’s experience, \$62,500.00 was the fair market valuation of the Property at the time New Horizon purchased it. *Id.* at para. 7. Specifically, at the time New Horizon purchased the Property, it was vacant land. *Id.* at para. 8. Ms. Banks regularly purchases property, invests in renovations of or additional buildings on said property, and then sells the property for profit. *Id.* at para. 9. After New Horizon purchased the Property, it spent almost \$400,000 to build a house on the Property and is now under contract to sell the Property. *Id.* at para. 10.

No one informed New Horizon or Ms. Banks of the lis pendens or Consent Preliminary Order of Forfeiture as part of the purchase or closing of the sale of the Property. *Id.* at para. 11. Had they done so, New Horizon would not have purchased and invested hundreds of thousands of dollars in improving the Property. *Id.* at para. 12. New Horizon first became aware that the United States claimed an interest in the Property as part of its efforts to sell the Property to a third party. *Id.* at para. 13.

New Horizon purchased the Property in fee simple from The Atlanta 10 Group, LLC on October 14, 2021, and is the current title holder of the Property. *Id.* at para. 14; Limited Warranty Deed to New Horizon, attached hereto as **Exhibit B**. The Atlanta 10 Group, LLC had previously purchased the property from All Legal Hustles, LLC on April 19, 2021. *See* Warranty Deed to The Atlanta 10 Group, attached hereto as **Exhibit C**. All Legal Hustles, LLC had no interest in the Property after April 19, 2021. *See id.*

Based on review of the docket in the above-captioned matter, the United States filed an original indictment on August 4, 2020, and then a superseding indictment on July 13, 2021. *See* Docket Report as of April 11, 2024, attached hereto as **Exhibit D**, at 38 [Dkt. 1], 51 [Dkt. 135]. The original indictment does not name Charles Hill, the defendant involved in the Consent Preliminary Order of Forfeiture, nor All Legal Hustles, LLC. [Dkt. 1]. Upon information and belief, Charles Hill was the principal of All Legal Hustles, LLC.

A superseding indictment naming Charles Hill was filed on July 13, 2021. [Dkt. 135]. Prior to that superseding indictment, on May 6, 2021, the United States recorded a lis pendens in the records of Fulton County, Georgia naming All Legal Hustles, LLC as the owner of the Property. *See* Lis Pendens, attached hereto as **Exhibit E**. But that lis pendens is outside the chain of title because All Legal Hustles, LLC did not own the Property at the time the lis pendens was recorded on the Property. Rather, The Atlanta 10 Group, LLC was the owner of the Property when the lis pendens was recorded on May 6, 2021. On October 6, 2021, the Consent Preliminary Order of Forfeiture was entered on the criminal docket in this matter, and New Horizon purchased the Property approximately a week later, on October 14, 2021. Consent Preliminary Order of Forfeiture [Dkt. 386]; Ex. B. New Horizon received written notice of the Consent Preliminary Order of Forfeiture from the United States Attorney for the Northern District of Georgia on April 1, 2024, and timely files this Petition to contest the forfeiture of the Property based on its interest as set forth above and discussed further below. *See* April 1, 2024 Letter from N. Barnett to B. Gram, attached hereto as **Exhibit F**.

Ms. Banks does not know Charles Hill or any of the defendants in the underlying proceeding. *See* Ex. A at para. 15. Ms. Banks and New Horizon have no relation or connection to All Legal Hustles, LLC. *Id.* at para. 16.

## II. ARGUMENT AND CITATION TO LEGAL AUTHORITY

### A. Relevant Law

“Under 21 U.S.C. § 853(n), a third party asserting a legal interest in property that has been ordered forfeited may petition the court to adjudicate the validity of his alleged interest in the property.” *United States v. Suarez*, 716 F. App’x 937, 938 (11th Cir. 2018) (citing 21 U.S.C. § 853(n)(2)). As relevant here, “a third party may establish his interest in forfeited property by showing that he is (i) a bona fide purchaser for value, (ii) who ‘was at the time of purchase reasonably without cause to believe that the property was subject to forfeiture under this section.’” *Id.* (quoting 21 U.S.C. § 853 (n)(6)(B)) (citing *United States v. Watkins*, 320 F.3d 1279, 1282 (11th Cir. 2003)).

In the criminal forfeiture context, the Eleventh Circuit has “stated that ‘bona fide purchaser’ is generally understood to mean ‘one who has purchased property for value without notice of any defects in the title of the seller.’” *Suarez*, 716 F. App’x at 938 (quoting *United States v. Watkins*, 320 F.3d 1279, 1282 (11th Cir. 2003)). Whether a petitioner is a bona fide purchaser for value is determined by reference to state law. *Id.* (“[S]tate law determines the nature of a claimant’s interest in forfeited property.”); *United States v. Harris*, 246 F.3d 566, 571 (6th Cir. 2001).

“To qualify as a bona fide purchaser [under Georgia law], an individual must have neither actual nor constructive notice of the encumbrance at issue.” *Deutsche*

*Bank Nat'l Trust Company v. Kelley*, 615 B.R. 940, 945 (2020); *VATACS Group v. Homeside Lending*, 276 Ga. App. 386, 391 (2005) (citations and punctuation omitted) (“To qualify as a bona fide purchaser for value without notice, a party must have neither actual nor constructive notice of the matter at issue. A purchaser of land is charged with constructive notice of the contents of a recorded instrument within its chain of title.”). With respect to a lis pendens, “[u]nder OCGA § 44–14–610, a lis pendens becomes effective upon filing in the office of the superior court clerk.” *Rolan v. Glass*, 305 Ga. App. 217, 218 (2010). “If notice of the suit is filed on the lis pendens docket in the office of the clerk of the superior court where the land lies, the action is notice to the world, and one who thereafter acquires an interest in the property would be affected by the relief granted in the suit.” *Meadow Springs v. IH Riverdale*, 296 Ga. App. 551, 554 (2009) (citations and punctuation omitted), *rev'd on other grounds*, 286 Ga. 701 (2010).

A document recorded **outside** the chain of title, however, does not impart constructive notice. *In re Municipal Corrections, LLC*, 501 B.R. 119, 132 (N.D. Ga. Sept. 30, 2013) (relying on Georgia law). “The chain of title for real property includes all recorded instruments that are executed by an entity holding a recorded interest in the property at the time of the execution of the instrument.” *Id.*; *see also Gallagher v. Buckhead Community Bank*, 299 Ga. App. 622, 626–27 (2009) (purchaser of real property did not have constructive notice of a judgment lien

against the seller that fell outside of the chain of title and, unbeknownst to purchaser, was filed under a name different from that used by the seller during the transaction); *Hopkins v. Virginia Highland Associates, L.P.*, 247 Ga. App. 243, 246–47 (2000) (a deed that fails to comport with the statutory requirements, even if recorded, is not constructive notice to a subsequent bona fide purchaser).

**B. New Horizon was a bona purchaser for value of the Property reasonably without cause to know that the Property was subject to forfeiture.**

New Horizon purchased the Property for value in an arms-length transaction. *See* Ex. A at para. 17. New Horizon and Ms. Banks have no relationship with Charles Hill or his entity All Legal Hustles, LLC. *Id.* at para. 16. It is not in dispute that New Horizon is a bona fide purchaser for value.

Importantly, New Horizon had no actual knowledge of the lis pendens nor the Consent Preliminary Order of Forfeiture related to the Property at the time it purchased the Property. *Id.* at para. 17. Ms. Banks’s significant monetary investment in development of the Property after the purchase further supports that New Horizon had no actual knowledge of the lis pendens or potential forfeiture of the Property. *Id.* at para. 10, 12. It would be unreasonable for New Horizon to invest hundreds of thousands of dollars to build a home on the Property if it had any knowledge the Property could be subject to forfeiture.

Last, New Horizon did not have constructive notice or reasonable cause to know the Property was subject to forfeiture. While the lis pendens was recorded on May 6, 2021, prior to New Horizon's purchase of the Property, the lis pendens was outside the chain of title. Specifically, the lis pendens names All Legal Hustles, LLC as the property owner when All Legal Hustles, LLC was not the entity holding a recorded interest in the Property at the time of the execution of the lis pendens. All Legal Hustles, LLC had transferred its interest in the Property to The Atlanta 10 Group, LLC as of April 19, 2021. *See* Ex. C. Because the lis pendens is defective and otherwise outside the chain of title, the fact that the lis pendens was recorded does not constitute constructive notice of the potential forfeiture based on that lis pendens. *In re Municipal Corrections, LLC*, 501 B.R. at 132 (relying on Georgia law); *Gallagher*, 299 Ga. App. at 626–27; *Hopkins*, 247 Ga. App. at 246–47. Accordingly, with respect to the Property, New Horizon is a bona fide purchaser for value reasonably without cause to believe the Property was subject to forfeiture under 21 U.S.C. § 853. 21 U.S.C. § 853(n)(6)(B).

### **III. CONCLUSION**

For the reasons outlined above, Petitioner requests the Court grant the Petition to Contest the Forfeiture of Property, cancel the lis pendens, and amend the Consent Preliminary Order of Forfeiture in accordance with 21 U.S.C. § 853(n)(6) to prevent any forfeiture of the Property by the United States. To the extent 21 U.S.C. § 853(n)

requires a hearing to adjudicate these issues, New Horizon requests the Court hold such hearing within 30 days of the filing of this Petition and, subsequently, order the relief requested above. 21 U.S.C. § 853(n)(4).

Respectfully submitted this 15th day of April, 2024.

/s/ Brooke W. Gram

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*Attorneys for New Horizon Real Estate, LLC*

**VERIFICATION OF PETITION**

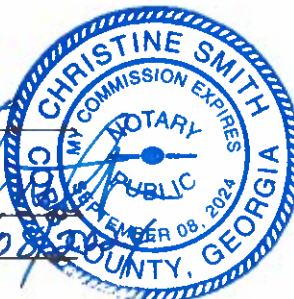
Pursuant to 21 U.S.C. § 853(n)(3), the undersigned, Angelina Banks, in her capacity as Principal of Petitioner New Horizon Real Estate, LLC, signs under penalty of perjury the foregoing Petition to Contest Forfeiture and affirms that the facts stated in the foregoing Petition and the Exhibits attached thereto are true and correct to the best of her knowledge and belief.

**FURTHER AFFIANT SAYETH NOT** this 15<sup>th</sup> day of April, 2024.

  
Angelina Banks  
Principal  
New Horizon Real Estate, LLC

Sworn to and subscribed before me  
This 15<sup>th</sup> day of April, 2024.

  
Notary Public   
My Commission Expires: 09/08/2024



**CERTIFICATE OF COUNSEL REGARDING FONT SIZE**

Counsel certifies that the foregoing has been prepared using Times New Roman font size 14 in accordance with Local Rules 5.1(C) and 7.1(D).

This 15th day of April, 2024.

/s/ Brooke W. Gram  
Brooke W. Gram  
Georgia Bar No. 810901

**CERTIFICATE OF SERVICE**

I hereby certify that on the 15 th day of April, 2024, I caused the foregoing to be electronically filed with the Clerk of Court using the CM/ECF system, which will automatically send email notifications of such filing to all counsel of record.

/s/ Brooke W. Gram  
Brooke W. Gram  
Georgia Bar No. 810901