

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

UNITED STATES OF AMERICA, v. CHARLES HILL, IV, DEFENDANT,	Criminal Action No. 1:20-cr-00296-JPB-CMS [Ancillary Proceedings]
AND NEW HORIZON REAL ESTATE, LLC THIRD-PARTY PETITIONER.	

**STIPULATED SETTLEMENT AGREEMENT AS TO
PETITIONER NEW HORIZON REAL ESTATE, LLC**

The United States of America and Petitioner, New Horizon Real Estate, LLC (“Petitioner”), (collectively, “Parties”), hereby stipulate and agree to compromise and settle the Petitioner’s third-party petition as to the real property located at 503-505 Rockwell Street, S.W., Atlanta, Georgia (the “Rockwell Street Property”), as identified in the Petition to Contest the Forfeiture of Property, (Doc. 967).

NOW, THEREFORE, THE UNITED STATES AND PETITIONER NEW HORIZON REAL ESTATE, LLC HEREBY STIPULATE AND AGREE AS FOLLOWS:

1. The United States and the Petitioner agree, understand, and acknowledge that none of the Parties to this Stipulated Settlement Agreement admit or acknowledge any liability whatsoever to the other and, further, that the

Parties specifically and expressly deny any such liability. Neither this Stipulated Settlement Agreement nor any payment hereunder is to be construed as an admission of liability by either party.

2. The United States hereby recognizes the petition of the Petitioner and agrees that *in lieu* of forfeiting the Rockwell Street Property, the forfeiture order shall be satisfied with the payment of \$62,500.00 (Sixty-Two Thousand Five Hundred Dollars). The United States agrees to release the *lis pendens* regarding the Rockwell Street Property recorded in the Superior Court of Fulton County, Georgia on May 6, 2021 in Lien Book 5103 Page 577 upon the receipt of the payment of \$62,500.00 (Sixty-Two Thousand Five Hundred Dollars).

3. The Petitioner agrees to pay the United States the sum of \$62,500.00 (Sixty-Two Thousand Five Hundred Dollars) in the form of a cashier's check made payable to the U.S. Marshals Service.

4. The Petitioner agrees that the \$62,500.00 (Sixty-Two Thousand Five Hundred Dollars) to be paid to the U.S. Marshals Service shall be forfeited to the United States *in lieu* of the Rockwell Street Property and that all right, title, and interest in the \$62,500.00 (Sixty-Two Thousand Five Hundred Dollars) shall vest in the U.S. Marshals Service for disposition according to law.

5. The Petitioner expressly agrees to hold harmless and indemnify the United States and its agents and employees from any and all claims, suits, and demands that may be brought against any of them in connection with, arising from, or relating in any way to Petitioner's claims in this forfeiture action, or the drafting of this agreement.

6. Should the Petitioner fail to satisfy the terms of this Stipulated Settlement Agreement within ninety (90) days of the entry of the Final Order of Forfeiture, the United States reserves its right to execute on the forfeiture order secured as to the Rockwell Street Property.

7. The terms of this Stipulated Settlement Agreement are contingent upon the Court's entry of a Final Order of Forfeiture against \$62,500.00 (Sixty-Two Thousand Five Hundred Dollars) as substitute *res* for the Rockwell Street Property.

8. The Petitioner understands and agrees that by entering into this Stipulation, it waives any rights to further litigate against the United States its interest in the Rockwell Street Property or to petition for remission or mitigation of the forfeiture. Unless specifically directed by order of this Court, the Petitioner is hereby excused and relieved from further participation in this action.

9. The Petitioner hereby acknowledges and agrees that it has been represented by competent counsel of its own choosing in connection with the negotiation, preparation, and execution of this agreement, that the provisions and the legal effect of this agreement have been fully explained to it, and that it entered into this agreement freely and voluntarily, without any coercion, duress, or undue influence.

10. The United States and the Petitioner shall each be responsible for its own attorneys' fees and costs incurred in connection with this forfeiture action.

11. This agreement constitutes the entire understanding between the parties hereto concerning the settlement of these forfeiture proceedings. This agreement shall have no effect on any civil, criminal, administrative or tax-related

action that has been or may be brought against the Petitioner or anyone else as a result of the facts and circumstances giving rise to this action. No promise or representation that is not expressly set forth herein has been made to the Petitioner to obtain its consent to this agreement.

12. Any payments related to this Stipulated Settlement Agreement are subject to offset pursuant to the Treasury Offset Program. Federal law requires the Department of the Treasury and other disbursing officials to offset Federal payments to collect delinquent tax and non-tax debts owed to the United States by Petitioner, and certain other debts owed to individual States by Petitioner, including delinquent child support, to the extent such debts may exist. The Internal Revenue Service also levies disbursing officials to collect delinquent tax debts. Agencies submitting debts for collection by offset or levy send due process notification to the last known address prior to submission. If a payment to be made to Petitioner is reduced to collect a debt, the Department of Treasury will send a notice to Petitioner at the last address provided by Petitioner to the governmental agency or entity to whom the offset payment is made.

13. The terms and conditions of this agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, representatives, successors, and assignees.

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14. This agreement may be executed in counterparts, each of which constitutes an original, and all of which constitute one and the same agreement.

Dated: 7/12/2024

/s/ Angelina Banks

ANGELINA BANKS, MANAGING MEMBER
NEW HORIZON REAL ESTATE LLC
Petitioner

Dated: 7/12/2024

/s/ Brooke Gram

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Dated: 7/12/2024

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