IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF FLORIDA
TALLAHASSEE DIVISION

UNITED STATES OF AMERICA

v. CASE NO.: 4:22-cr-32-MW/MAF

FELICIA JACKSON STANLEY
and
WILBERT JEAN STANLEY III
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JOINT MOTION AUTHORIZING INTERLOCUTORY SALE OF REAL PROPERTY SUBJECT TO FORFEITURE

Pursuant to Federal Rule of Criminal Procedure 32.2(b)(7) and Supplemental Rule G(7), the Government and the Defendants, Felicia Jackson Stanley and Wilbert Jean Stanley, III (hereinafter, "the Defendants") respectfully request an order for the interlocutory sale of one of the real properties that is subject to forfeiture in this proceeding, namely:

> **Real property located and situated in Leon County, Florida, located at 1660 Kay Avenue, Units 1,2,3,4,5,6,7,and 8, Tallahassee, FL 32301, and all areas designated as common elements of Greenside Condominiums, further described in Leon County Official Records Book 5470 and Page 79, and known to the Leon County Property Appraiser as Parcel Identification #s 3108360000010, 3108360000020, 3108360000030, 3108360000040, 3108360000050, 3108360000060, 3108360000070, 3108360000080, respectively.**

(hereinafter, "the Property").

The United States has been informed by defense counsel for the Defendants, that notwithstanding the issuance of a Preliminary Order of Forfeiture in this case (ECF No. 41), the Defendants have received an offer to purchase the Property, and that the prospective buyer wishes to close immediately (or as soon as possible). The Government believes that it is in all parties' best interests to allow this proposed sale to go through as scheduled. Therefore, the Government requests that the Court enter an order authorizing the sale in accordance with the pending contract, and directing that the net proceeds from the sale be deposited into an account with the United States Marshals Service (USMS) and preserved as substitute *res* pending the outcome of this case.

In support of its motion, the United States submits the following memorandum of law.

MEMORANDUM OF LAW

I. STATEMENT OF FACTS

1. On June 17, 2022, an Information was filed against the Defendants, charging them both in Count One with conspiracy to commit wire fraud, in violation of Title 18, United States Code, Section 1343; in Count Two with money laundering conspiracy, in violation of Title 18, United States Code, Section 1956(h); and in

Count Three[1] or Count Four[2] with making false statements, in violation of Title 18, United States Code, Section 1001. (ECF No. 1)

2. The Information included a criminal forfeiture provision pursuant to Title 18, United States Code, Sections 982(a)(1) and 982(a)(2), and Title 28, United States Code, Section 2461(c), that put the Defendants on notice that the United States would seek to forfeit the above-described property as property constituting and derived from proceeds traceable to offenses described in Counts One, Three, and Four, or as property involved in the offense alleged in Count Two, of the Information. (*Id.)*

3. On July 29, 2022, the Defendants pled guilty to all four counts of the Information. As part of their guilty pleas, the Defendants agreed that their sentences included the forfeiture of all forfeitable assets which included the above-described property. (ECF Nos. 24-25 at 2-3)

3. This Court issued a Preliminary Order of Forfeiture on November 29, 2022. (ECF No. 41).

4. On or about January 22, 2023, defense counsel notified the undersigned that the Defendants had received an offer to buy the Property that they wished to accept. A copy of the pending contract is attached and incorporated as

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[1] Defendant Felicia Jackson-Stanley was charged in Count Three.
[2] Defendant Wilbert Stanley III was charged in Count Four.

Exhibit A. The Government has reviewed the pending contract, and it appears to be an arm's length transaction for fair and reasonable market value, with standard allowances for fees and costs.

4. Because it is in all parties' best interests for the pending sale to proceed as scheduled, the Government seeks an order authorizing the sale of the Property in accordance with the pending contract, and further directing that the sale proceeds be deposited into an interest-bearing account with the USMS to be held as substitute *res* pending the outcome of this criminal case.

II. MEMORANDUM OF LAW

Under Federal Rule of Criminal Procedure 32.2(b)(7), at any time before entry of a final forfeiture order, the Court, in accordance with Supplemental Rule G(7), may order the interlocutory sale of property alleged to be forfeitable. Rule G(7)(b)(i) of the Supplemental Rules for Admiralty and Maritime Claims and Asset Forfeiture Actions provides that the court can order an interlocutory sale for "good cause," which here is the agreement of the parties that an interlocutory sale will maximize the net value of the real property. The rule further specifies that:

> Sale proceeds are substitute res subject to forfeiture in place of the property that was sold. The proceeds must be held in an interest-bearing account maintained by the United States pending conclusion of the forfeiture action.

Fed. R. Crim. P. 32.2. Courts will order an interlocutory sale where: (1) property is perishable or subject to depreciation, decay, or injury; (2) the expense of maintaining the property is excessive or disproportionate to the property's value; (3) a stay, lengthy pretrial proceedings, or some other factor delays the litigation; or (4) other exigent circumstances arise. An example of this is when the real property subject to forfeiture has delinquent mortgage payments, especially where a mortgage is threatening or attempting to foreclose on the property.

Here, the Property consists of eight residential units located in four buildings. Without an order authorizing the interlocutory sale, the Defendants, or now the Government, will be obligated to continue paying maintenance costs, insurance, taxes, and any other invoices for the Property during the pendency of this case in order to protect its value. The Government and Defendants request action by this Court to preserve the availability of a portion of the net equity in the Property and to ensure maximum value is obtained from its sale. The Government, Defendants, and closing agent (a Florida attorney), agree to the interlocutory sale of the Property, and agree that the net proceeds from the sale (after satisfaction of other lien holder's claims) will be deposited in the Department of Justice Seized Asset Deposit Fund and substituted as the property in this action pending a final judgment in this case.

Where all interested parties agree, the Court is free to fashion the method of sale designed to achieve the highest and best sales price. Rule G(7)(b)(iii). Here, the Government, Defendant, and closing agent all agree that proceeding with the pending contract is in all parties' best interests. An order authorizing the sale in accordance with the pending contract will serve the United States' statutory interest in preserving the full value of the Property owed to it and will do so without unduly infringing on other interests, including the third-party buyers. It will also relieve the owner, or Government, of ongoing costs associated with maintaining the Property during the pendency of this case.

With regards to sale procedures and the appropriate agency for conducting the sale, the United States requests that the Court allow the sale to be conducted by the licensed Brokers and Closing Agent identified in the pending contract, and according to the terms already agreed upon in that contract. As noted above, the United States has reviewed the pending contract and believes that it is an arm's length transaction for fair and reasonable market value, with standard allowances for fees and costs. The contract is a form that has been approved by Florida Realtors, and appears to have been negotiated by licensed Brokers with no connection to the crimes alleged in this prosecution. The United States also has no reason to believe that the third-party buyers have any connection to the underlying crimes.

Because the parties to the pending contract have already negotiated the terms and arranged for a closing that appears to be in accordance with Florida law, it will be more efficient to allow the sale to proceed as agreed than try to involve a new agency at the last minute.

CONCLUSION

The United States and Defendants respectfully request that the Court enter an order that:

1. authorizes the interlocutory sale of the Property in accordance with the pending contract,
2. directs that the Closing Agent deduct and satisfy the following expenses from the sales proceeds:
    a. All real property taxes due and owning on the subject properties and the prorated portion of future taxes as are required to complete the sale of the subject properties;
    b. Such other liens and costs as are ordinarily required to be paid at closing;
3. directs the Closing Agent to disburse the net proceeds obtained from the sale of the Property to the U.S. Marshals Service (via wiring instructions to be provided on or before closing) to be held in an interest bearing account and preserved as substitute *res*.

Respectfully submitted,

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United States Attorney

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2-2-23

Date

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