

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF GEORGIA  
ATLANTA DIVISION

BANK OF AMERICA, N.A., )  
 )  
 Plaintiff, )  
 )  
 v. )  
 )  
 KEITH D. JONES, FLORESTINE )  
 EVANS JONES, et al., )  
 )  
 Defendants. )  
 \_\_\_\_\_ )

Civil Action File No.  
1:20-cv-0122-TCB

RECEIVER’S NOTICE OF INTENT TO SELL RECEIVERSHIP  
ASSETS AND NOTICE OF DEADLINE TO OBJECT

GlassRatner Advisory & Capital Group, LLC, as court-appointed receiver (the “Receiver”), files this notice of intent to sell Receivership Assets (the “Motion”), showing the Court as follows:

**BACKGROUND**

1. On January 13, 2020, Bank of America, N.A. (the “Plaintiff”), moved the Court for the appointment of a receiver against Defendants Keith D. Jones and Florestine Evans Jones (the “Defendants” or “Joneses”).

2. On January 28, 2020, the Court entered an *Order Granting Bank of America, N.A.’s Motion for Appointment of Receiver and Related Injunctive Relief* (the “Receiver Order”, Doc. No. 16). Pursuant to the Receiver Order, the Court

appointed the Receiver over the Receivership Assets.<sup>1</sup> The Receiver is authorized and directed to take possession, control and manage the Receivership Assets.

3. With regard to a sale of the Receivership Assets, the Receiver Order provides:

Without further order of this Court (but only after reasonable notice to and opportunity to be heard by the Bank, the Joneses and any other known creditors or parties in interest) to sell, transfer and/or convey some or all of the Receivership Assets, by private or public sale, free and clear of liens, interests, and encumbrances (with such liens, interests and encumbrances to attach to the proceeds of sale(s) in the same priority as attached to the Receivership Assets prior to sale), to a bona fide third party purchaser . . .

(Receiver Order, ¶ 21.k, p. 12.)

4. The Receiver Order also provides that the Joneses, their representatives, agents, servants, employees, and anyone acting on their behalf or through or under any of them, are restrained and enjoined from directly or indirectly taking any action that would interfere with the Receiver's efforts to perform his duties. (Receiver Order, ¶ 33.)

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<sup>1</sup> Any terms capitalized but not defined herein shall have the meaning attributed to such term in the Receivership Order.

5. The Receiver Order further provides that the Court retains jurisdiction over the Receivership Assets for all purposes and will order such other and further relief as the Court deems appropriate. (Receiver Order, ¶ 38.)

6. The Joneses subsequently moved to vacate and set aside the Receiver Order. (Doc. No. 30.)

7. On May 6, 2020, the Court entered its Order that, among other things, denied the Joneses' motion to vacate the Receiver Order. (Doc. No. 41.) On May 15, 2020, the Court entered its Order clarifying its May 6, 2020 Order granting Plaintiff's motion for clarification and re-opening the case. (Doc. No. 44.)

8. Since the entry of the Receiver Order, the Receiver has received communications from various third parties asserting an ownership or possessory interest in certain of the Receivership Assets, including artwork, and contending that the Receiver is not entitled to sell such assets. Specifically, the Receiver has received communications from third parties, Antonio Carreno, Thelma Harris, Aaron Henderson, Bill Dallas, Charlenne Wiley and/or their counsel (the "Third Parties"), asserting an ownership or possessory interest in certain of the Receivership Assets. Despite their alleged interests, the Third Parties have not provided the Receiver with any evidence to support their claims, while simultaneously obstructing or otherwise thwarting the Receiver's sale of the Receivership Assets.

**NOTICE**

9. The Receiver intends to sell the Receivership Assets, including those set forth on **Exhibit A** attached hereto in which the Third Parties claim an interest, free and clear of all interests, claims, liens and encumbrances, including those of the Joneses and the Third Parties.

1. The Receiver requests that the Court enter an order substantially similar to the proposed order attached hereto as **Exhibit B**, providing that the sale of the Receivership Assets is free and clear of all interests, claims, liens and encumbrances, including those of the Joneses and the Third Parties. Moreover, the Receiver requests that the Court enter an order prohibiting and enjoining all persons and entities, including without limitation the Joneses and Third Parties, from directly or indirectly taking any action or causing any action to be taken to interfere with the Receiver's control, possession, management and/or sale of the Receivership Assets and from asserting any claims, interests, liens and/or encumbrances against the Receivership Assets (whether legal or equitable, secured or unsecured, matured or unmatured, contingent or noncontingent, senior or subordinated).

10. The Receiver also requests that Receiver be authorized to abandon any Receivership Assets not sold and/or deemed by the Receiver to be of insignificant value or unsaleable. The Receiver proposes to provide fourteen (14) days' notice of

such abandonment to Plaintiff and Defendants. At the conclusion of such 14-day period the Receiver will destroy anything not claimed by Plaintiff or Defendants.

11. The Receiver Order provides the Receiver with clear authority to sell the Receivership Assets free and clear of any liens, claims, interests and encumbrances. As mentioned above, the Receiver has been contacted by the Third Parties claiming either ownership or an interest in the Receivership Assets.

12. This notice is intended to clarify that the Receiver is authorized to sell the Receiver Assets free and clear of any and all liens, claims, interests and encumbrances. In addition, the protections requested in this Motion will ensure that the Receiver will be able to obtain the highest and best price for the Receivership Assets by providing any buyer(s) with clear and undisputed title to any assets being sold. Otherwise, the Receiver believes that any sale may be chilled by potential litigation regarding ownership of the Receivership Assets.

### **NOTICE OF DEADLINE TO OBJECT**

13. Pursuant to Local Rule 7.1(B), the Third Parties shall have fourteen (14) days from service of this Motion (the “Sale Objection Deadline”) to file an objection, if any, to the proposed sale of the Receivership Assets. Any objection shall (i) state the basis for the objection and (ii) provide evidence in support of the objection, including without limitation, documents evidencing proof of ownership to the extent

that any objector contends that any Receivership Asset belongs to the objector. Any objection must be filed on the Court's docket and served both by mail and email so as to actually be received by the Sale Objection Deadline on the following parties: (i) counsel for the Receiver, Lisa Wolgast, Morris Manning & Martin, LLP, 1600 Atlanta Financial Center, 3343 Peachtree Road, NE, Atlanta, Georgia 30326, [lwolgast@mmmlaw.com](mailto:lwolgast@mmmlaw.com); and (ii) counsel for Bank of America, N.A., Paul M. Alexander, Miller & Martin PLLC, 1180 West Peachtree Street, NW, Suite 2100, Atlanta, Georgia 30309, [paul.alexander@millermartin.com](mailto:paul.alexander@millermartin.com).

### **CONCLUSION**

WHEREFORE, the Receiver requests that, in the event that any timely objection is filed, that the Court enter an order (a) authorizing the Receiver to sell the Receiver Assets free and clear of any and all liens, claims, interests and encumbrances, including without limitation, claims of the Joneses and Third Parties and (b) prohibiting and enjoining all persons and entities, including without limitation the Joneses and Third Parties, from taking any action to adversely affect or interfere with the ability of the Receiver, its agents and/or other representatives to sell and/or transfer the Receivership Assets and (c) grant the Receiver such other and further relief as is just and proper.

[SIGNATURE ON FOLLOWING PAGE]

Respectfully submitted, this 21<sup>st</sup> day of May 2020.

/s/ Lisa Wolgast  
\_\_\_\_\_  
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UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF GEORGIA  
ATLANTA DIVISION

**BANK OF AMERICA, N.A.,** )  
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 **Plaintiff,** )  
 )  
 **v.** )  
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 **KEITH D. JONES, FLORESTINE** )  
 **EVANS JONES, et al.,** )  
 )  
 **Defendants.** )  
 \_\_\_\_\_ )

**Civil Action File No.**  
**1:20-cv-0122-TCB**

**CERTIFICATE OF SERVICE**

I hereby certify that on this day, I served the foregoing **NOTICE OF INTENT TO SELL RECEIVERSHIP ASSETS AND NOTICE OF DEADLINE TO OBJECT** to be served upon all counsel of record by U.S. Mail with proper postage paid and email as follows:

Fani T. Willis  
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Aaron Henderson  
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William Dallas  
1600 Lakeshore Avenue  
Apartment 609  
Oakland, California 94606-1690

Charlene Wiley  
5251 Oakridge Drive  
Fairfield, California 94534-2819

This 21<sup>st</sup> day of May, 2020.

Respectfully submitted,

**MORRIS, MANNING & MARTIN, LLP**

By: /s/ Lisa Wolgast  
Lisa Wolgast  
Georgia Bar No. 773399

**Exhibit A**

Item Description	Quantity
Samella Lewis The Prophet 10"x20"	1
Elizabeth Catlett Survivor 8"x12"	1
Claude Clark Grand Mother 18"x24"	1
Jonathan Green Time of Year 24"x30"	1
William Toliver Red Woman 30"x40"	1
William Toliver Grandma with Umbrella 30"x40"	1
William Toliver Gone Fishing 30"x40"	1
Samella Lewis Cleo 20"x27"	1
Michael Chukes "I Know" Clay Sculpture	1
Michael Chukes "Green Woman" Ceramic Sculpture 15"x28"	1
Gene Pearson "Natty Head" Green Roku Ceramic Sculpture 14"x20"	1
Gene Pearson "Ivory Bust" Ceramic Female Head 12"x20"	1
Gene Pearson Ivory Mummy 12"x20"	1
Ebony Polished 6'2" Grand Piano	1
Marge Carson 8' Mahogany Wood Glass Curios	2
Marge Carson 44" Tall Mahogany Wood Pedestals	2

Blue and Ivory Tabriz Rug 11' x 18'	1
William Toliver "Sadie Mae" 30"x40" Unframed	1
William Toliver "Emerald" 30"x40" Unframed	1
William Toliver "Pas De Duex" 30"x40" Unframed	1
Large Custom FEJ Design Glass Tulip Etched Vase	1
Large Shona "Hidden Eye" Stone Sculpture 30"x30"	1
Woodrow Nash 18"x24" African Sculptures (1 male/1 female)	2
Claude Clark 48"x96"	1
Can't Live without the Lord 60"x72"	1
In the Wilderness with Saint Evangeline Juliet Montgomery 56"x89"	1
The Three Michaels Plus One 60"x72"	1
Last Summer in December 40"x60"	1
American Tragedies in Jazz 40"x60"	1
Hand Full of Dignity 48"x62"	1
Moses & Aaron Top of Mount Sinai 72"x96"	1
Celebrating Jonathan Green 60"x72"	1
Political Blue & Gold 40"x50"	1
Oriental Brown 72"x72"	1
Columbine 72"x90"	1
Basquiat 48"x60"	1
This That and the Other 48"x72"	1

I've Been Thinking About You 43"x50"	1
The Lord Jesus and the Disciples 18"x60"	1
Digital Gaming 16"x40"	1
Whale of a Time 18"x60"	1
Rahsann Roland Kirk & Tony Williams 24"x24"	1
Chasin the Rhythm of Freedom 24"x26"	1
And the World Still Stands Today 30"x30"	1
A Nonprofit Blossoming World 30"x30"	1
Rivers of Hokusai 36"x44"	1
Upside Down Symphony 36"x44"	1
The Beginning of the Last 36"x44"	1
Beyond Elements of Beebop 18"x58"	1
Real Benefits for Real Humans 34"x44"	1
Nelson Mandela meets Woo Yong Gak 36"x44"	1
The Unknown 36 30"x46"	1
The New 12 Disciples 30"x46"	1
Healing the Spirit 18"x18"	1
Spiritual World 18"x18"	1
Hold Fast to Righteousness 20"x20"	1
Freddie Freeloader 20"x20"	1
Two Pins 20"x20"	1

Inside the Out 20"x20"	1
They Appeared Out of Light 20"x20"	1
Unrecorded Canvas 30"x40"	1
Unrecorded Canvas 30"x40"	1
Windless Dancing 11"x14"	1
More than a Moment 11"x14"	1
Harlem New York Inside the Public Denfender 48"x62"	1
A Great Time in Atlanta 8"x10"	1
What's For Dinner 8"x10"	1
Original Blue Oil on Canvas "Moonson #2" 58 x 72 Framed	1
Original Red Oil on Canvas "Sublime" 2007 "58 x 72" Framed	1
Original "Blue Madness" Mixed Media on Paper Framed 55" x 105"	1
Original Green Mixed Media on Paper Framed 75" x 105"	1
Original Red "Rojo" Mixed Media on Paper Framed 30" x 30"	1
Original Blue "Queens Hart" Mixed Media on Paper Framed 40" x 60"	1
Original Red & Yellow Mixed Media on Paper 2002 Framed 42" x 62"	1

Original Red Mixed Media on Paper Framed 2006 49" x 50"	1
Original Multi Color "Essence " Mixed Media on Paper Framed 40" x 60"	1
Original Black and White "Nude Females 22"x 24"	4
Original Black and White " Drummer" 22" x 24"	1
Original Black and White "African Mask" 22" x 24"	1
Original Black and White "Base Man" 30" x 36"	1
30" x 30" Custom painted Floral Glass Tabletop	1
Cedric Smith "Plums" 19 x 23" Framed	1
Cedric Smith "Lost Boy" 54" x 58" Framed	1
Abiola Acrylic on Metal "Symphony" 33" x 57"	1
Abiola Acrylic on Metal " Mother and Child" 33" x 57"	1
Abiola Acrylic on Metal painted Yellow "Cleo" 24" x 30"	1
Abiola Acrylic on Silver Metal Chips "Portrait"	1
Abiola Acrylic on Metal "Musical" 33" x 50"	1

Kevin Cole Glass enclosed Shadow Box 24" x 24"	1
Omar Thompson Blue Clay Bowl. 30 x 30	1
Ibe "Nude Woman Red Drape" 30" x 40" Framed	1
Ibe "Nude Women" Pink Drape 30" x 40" Framed	1



**Exhibit B**

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF GEORGIA  
ATLANTA DIVISION

BANK OF AMERICA, N.A., )  
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 Plaintiff, )  
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 KEITH D. JONES, FLORESTINE )  
 EVANS JONES, et al., )  
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 Defendants. )  
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Civil Action File No.  
1:20-cv-0122-TCB

**ORDER APPROVING SALE OF RECEIVERSHIP ASSETS**

This matter is before the Court on the motion (the “Motion”) of GlassRatner Advisory & Capital Group, LLC, a B. Riley Financial company (the “Receiver”) to approve the sale of Receivership Assets; the Court having considered the Motion, any Objections filed to the Motion, arguments of counsel, and the entire record of this case, for good cause shown, the Court hereby finds,, concludes and orders as follows:

1. Notice of the Motion is proper and adequate.
2. The Motion is GRANTED and the Receiver is authorized to sell the Receivership Assets (as that term is defined in the Court’s *Order Granting Bank of America, N.A.’s Motion for Appointment of Receiver and Related Injunctive Relief*

(the “Receiver Order”, Doc. No. 16), including without limitation those assets identified on **Exhibit A** attached hereto.

3. The sale of the Receivership Assets is free and clear of free and clear of all liens, claims, interests, and encumbrances, including those of the Keith D. Jones and/or Florestine Evans Jones (collectively, “Defendants”), and/or Antonio Carreno, Thelma Harris, Aaron Henderson, Bill Dallas, and Charlene Wiley (collectively, the “Third Parties”).

4. All persons and entities, including without limitation the Defendants and Third Parties, are prohibited and enjoined from taking any action to adversely affect or interfere with the ability of the Receiver to sell, assign or otherwise transfer the Receivership Assets to any purchasers.

5. All persons and entities, including without limitation the Defendants and Third Parties, holding liens, claims, interests, and/or encumbrances against the Receivership Assets (whether legal or equitable, secured or unsecured, matured or unmatured, contingent or noncontingent, senior or subordinated), are forever barred and permanently enjoined from asserting against any purchaser, its successors and assigns, their respective property and the sold Receivership Assets, any such claim or encumbrance.

6. The Receiver is authorized to enter into any agreements or execute any documents necessary to sell the Receivership Assets approved by this Order.

7. The Receiver is authorized to take such actions as may be necessary to obtain a release of any and all liens, claims, interests, and/or encumbrances in the Receivership Assets being sold.

8. This Order shall be binding upon and shall govern the acts of all entities including, without limitation, all filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, administrative agencies, governmental departments, secretaries of state, federal, state, and local officials, and all other persons and entities who may be required by operation of law, the duties of their office, or contract, to accept, file, register or otherwise record or release any documents or instruments, or who may be required to report or insure any title or state of title in or to any of the Receivership Assets.

9. Each and every federal, state, and local governmental agency or department be directed to accept any and all documents and instruments necessary and appropriate to consummate the transactions related to the sale of the Receivership Assets as approved by this Order.

10. The Receiver is authorized to abandon any Receivership Assets not sold or of insignificant value after fourteen (14) days' written notice to Plaintiff

and Defendants of such abandonment. At the conclusion of such 14-day period the Receiver may destroy anything not claimed by Plaintiff or Defendants.

11. All persons and entities (including without limitation the Joneses and Third Parties, their representatives, agents, servants, employees, attorneys and anyone acting on behalf of or through or under any of them, and all persons receiving notice of this Order by personal service, facsimile, or otherwise) are hereby **RESTRAINED AND ENJOINED** from directly or indirectly taking any action or causing any action to be taken to interfere with the Receiver's control, possession, management and/or sale of the Receivership Assets and from asserting any claims, interests, liens and/or encumbrances against the Receivership Assets (whether legal or equitable, secured or unsecured, matured or unmatured, contingent or noncontingent, senior or subordinated).

12. This Order will be effective immediately upon its entry.

13. The Court will retain jurisdiction over this matter.

IT IS SO ORDERED this \_\_\_ day of \_\_\_\_\_, 2020.

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The Honorable Timothy C. Batten, Sr.  
United States District Judge