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UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

In re J&J Investment Litigation

Case No.: 2:22-cv-00529-CDS-NJK

**[PROPOSED] FINAL JUDGMENT AND
ORDER OF DISMISSAL WITH
PREJUDICE**

Judge: Hon. Cristina D. Silva
Hon. Nancy J. Koppe

1 This matter came before the Court for hearing pursuant to the Order of this Court dated
2 November 12, 2026, on the application of the Parties for approval of the Settlement as set forth in
3 the Settlement Agreement and Release dated April 21, 2026 (the “Agreement”). On July 9, 2026,
4 this Court granted preliminary approval to the proposed class action settlement set forth in the
5 Agreement between (i) Barrett Henzel, Allan Carso, Craig Rodney Michaelis, Joshua Luekenga,
6 Gary Lundin, Bryce Kelly, and Clint and Dan McDaniel, individually and as Class Representatives
7 on behalf of the Settlement Class (the “Class Representatives”), (ii) Geoff Winkler, as court-
8 appointed receiver for J&J Consulting Services, Inc., an Alaska corporation; J&J Consulting
9 Services, Inc., a Nevada Corporation; and J and J Purchasing LLC, a Florida limited liability
10 company; (the “Receiver”) and (3) Defendant Wells Fargo Bank, N.A. (“Defendant”) and
11 collectively, (the “Parties”). This Court also provisionally certified the Class for settlement
12 purposes, approved the procedure for giving Class Notice to members of the Class, and set a Final
13 Approval Hearing to take place on November 12, 2026. The Court finds that due and adequate
14 notice was given to the Settlement Class as required in the Court’s Order Preliminarily Approving
15 Settlement and Providing for Class Notice.

16 The Court has reviewed the papers filed in support of the Motion for Final Approval
17 including the Settlement Agreement and exhibits thereto, memoranda, and arguments submitted
18 on behalf of the Settlement Class, and supporting affidavits.

19 On November 12, 2026, this Court held a duly noticed Final Approval Hearing to consider:
20 (1) whether the terms and conditions of the Agreement are fair, reasonable, and adequate; (2) whether
21 a judgment should be entered dismissing the Settlement Class Members’ Released Claims on the
22 merits and with prejudice; (3) whether and in what amount to award attorneys’ fees and expenses to
23 Class Counsel; and (4) any award to the Class Representative for his representation of the Class.

24 Based on the papers filed with the Court and the presentations made to the Court by the
25 Parties and by other interested persons at the Final Approval Hearing, it appears to the Court that
26 the Settlement Agreement is fair, adequate, and reasonable, and in the best interests of the
27 Settlement Class.

28 IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that:

1 **1. Definitions.** This Judgment incorporates by reference the definitions in the
 2 Settlement Agreement, and all capitalized terms used, but not defined herein, shall have the same meanings as
 3 in the Settlement Agreement.

4 **2. Jurisdiction.** This Court has jurisdiction over the subject matter of the Class
 5 Action and over the Parties, the Class, and the claims asserted in this Class Action, and venue in this Court is
 6 proper.

7 **3. No Merits Determination.** By entering this Order, the Court does not make any
 8 determination as to the merits of this case.

9 **4. Settlement Class.** Pursuant to Rule 23(e) of the Federal Rules of Civil Procedure, the
 10 settlement of this Class Action, as embodied in the terms of the Settlement Agreement, is hereby finally
 11 approved as a fair, reasonable, and adequate settlement, in the best interests of the Settlement Class, in light of
 12 the factual, legal, practical and procedural considerations raised by this case, with the Settlement Class
 13 comprised of:

14 All natural and legal persons who invested in a J&J Entity lawsuit settlement contract
 15 between January 2017 and March 2022 and who incurred a loss of their principle investment (in
 16 whole or in part) as determined by the Receiver pursuant to his court-appointed duties and as
 17 identified in the Receiver's official records submitted to the Court in the SEC Action. Excluded
 18 from the class are Wells Fargo and the Relevant Non-Parties as defined in the Class Action
 19 Complaint; their parents, affiliates, subsidiaries, legal representatives, predecessors, successors,
 20 assigns, and employees; and any judge to whom the Class Action or Receiver Action is assigned,
 21 his or her spouse, and all persons within the third degree of relationship to either of them, as well
 22 as the spouses of such persons.

23 The Class does not include any individual who validly opts out of the Settlement pursuant
 24 to the procedures set forth herein.

25 Having considered the Parties' briefing and hearings before the Court, the Court finds, for
 26 settlement purposes only, that class certification under Federal Rule of Civil Procedure 23(a) and
 27 (b)(3) is appropriate in that, in the settlement context: (a) the Settlement Class Members are so
 28 numerous that joinder of all Settlement Class Members in the class action is impracticable; (b)

1 there are questions of law and fact common to the Settlement Class which predominate over any
2 individual question; (c) the claims of the Class Representative are typical of the claims of the Class;
3 (d) the Class Representative will fairly and adequately represent and protect the interests
4 of the Class Members because their interests are co-extensive with those of the Class Members,
5 and they have retained experienced counsel to represent them and the Class Members; and (e) a
6 class action is superior to other available methods for the fair and efficient adjudication of the
7 controversy.

8 5. **Designation of Class Representatives and Class Counsel.** The Court confirms the
9 prior appointments of Barrett Henzel, Allan Carso, Craig Rodney Michaelis, Joshua Luekenga, Gary Lundin,
10 Bryce Kelly, and Clint and Dan McDaniel as the Class Representatives for the Class and the counsel of record
11 representing the Class Representatives in the Class Action as Class Counsel.

12 6. **Settlement Approval.** Pursuant to Federal Rule of Civil Procedure 23, this Court
13 hereby approves the Settlement set forth in the Agreement and finds that the Settlement is, in all respects, fair,
14 reasonable, and adequate to the Parties. The Court further finds that the Settlement set forth in the Agreement
15 is the result of a good faith arm's-length negotiation between experienced counsel representing the interests of
16 the Parties, with the assistance of Robert Meyer, Esq. through mediation. Accordingly, the Settlement embodied
17 in the Agreement is hereby finally approved in all respects, there is no just reason for delay, and the parties are
18 hereby directed to perform its terms. The terms and conditions of the Settlement Agreement are fully
19 incorporated as through fully set forth in this Order.

20 7. **Settlement Fund and Distribution.** A Settlement Fund has been created
21 consisting of the \$50,000,000 Settlement Amount. The Settlement Fund shall be used to pay Settlement Class
22 Members, Incentive Payments to the Class Representatives, Settlement Administrator's costs associated with
23 administration of the settlement, and Attorneys' Fees and Expenses incurred by the Settlement Class through
24 Class Counsel as set forth herein and in the Settlement Agreement. Following Wells Fargo's payment to the
25 Settlement Fund and such potential amounts as described in this Paragraph, Wells Fargo shall have no
26 responsibility, financial obligation or liability with respect to the Settlement Fund, the notice process,
27 the distributions to Settlement Class Members, the request and award of Attorneys' Fees and Expenses,
28 or any other aspect of implementing the Settlement Agreement.

1 8. **Dismissal with Prejudice.** Final Judgment is hereby entered with respect to the
2 Released Claims of all Settlement Class Members, and the Released Claims in the Class Action are hereby
3 dismissed in their entirety with prejudice and without costs consistent with the terms of the Class Action
4 Settlement Agreement and Release. All claims in the Class Action are dismissed, and the case shall be closed
5 pursuant to Paragraph 24 of this Order. Nothing herein is intended to waive or prejudice the rights of any Class
6 Members who have timely excluded themselves from the Class. This matter will remain open solely to ensure
7 an orderly administration process.

8 9. **Releases.** The releases as set forth in Section 10 of the Agreement together with the
9 definitions relating thereto in Paragraphs 1.45, 1.46, 1.47, and 1.62 are expressly incorporated herein in all
10 respects and made effective by operation of this Judgment. The Court hereby approves the release provisions as
11 contained and incorporated in Section 10 of the Agreement, including but not limited to the definitions of
12 Released Claims, Releasors, Releasees, and Unknown Claims. The Releasors shall be deemed to have, and by
13 operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged all
14 Released Claims and Unknown Claims against the Releasees.

15 10. **Permanent Bar.** Consistent with the terms of the Class Action Settlement
16 Agreement and Release, the Releasors, including the Class Representatives and all Settlement Class Members,
17 and anyone claiming through or on behalf of any of them, are forever barred from filing, commencing,
18 prosecuting, intervening in, or participating in (as class members or otherwise) any action in any jurisdiction
19 for the Released Claims. The Releasors further are forever barred from organizing the Settlement Class
20 Members, or soliciting the participation of Settlement Class Members, or persons who would otherwise fall
21 within the definition of Settlement Class Member but who have requested to be excluded from the Settlement
22 Class, in a separate class for purposes of pursuing any action (including by seeking to amend a pending
23 complaint or counterclaim to include class allegations, or seeking class certification in a pending action in any
24 jurisdiction based on or relating to any of the Released Claims).

25 11. **Permanent Injunction Regarding Releases.** The terms of the Settlement
26 Agreement and of this Order shall be forever binding on the Class Releasors and Defendants, and
27 those terms shall have *res judicata* and other preclusive effect in all pending and future claims,
28 lawsuits or other proceedings maintained by or on behalf of any such persons, to the extent those

1 claims, lawsuits, or other proceedings involve the Released Claims.

2 12. **Approval of Class Notice.** Upon the Affidavits of Justin Hughes of Stretto, Inc.,
3 the Settlement Administrator, and Geoff Winkler, as Receiver, the Court finds that the form and
4 means of disseminating the Class Notice as provided for in the Order Preliminarily Approving
5 Settlement and Providing for Notice constituted the best notice practicable under the circumstances,
6 including individual notice to all Class Members who could be identified through reasonable effort.
7 Said Notice provided the best notice practicable under the circumstances of the proceedings and the
8 matters set forth therein, including the proposed Settlement set forth in the Agreement, to all persons
9 entitled to such notice, and said Notice fully satisfied the requirements of Federal Rule of Civil
10 Procedure 23 and complied with all laws, including, but not limited to, the Due Process Clause of the
11 United States Constitution.

12 13. **Attorneys' Fees and Expenses.** Plaintiffs, Class Counsel, and Receiver Counsel
13 have moved for an award of attorneys' fees, costs, and expenses in the amount of \$16,523,750.
14 The Court finds that an award of \$15,623,750 in attorneys' fees and \$900,000 for reimbursement
15 of expenses is fair and reasonable, and the Court approves of Class Counsel's attorney's fees and
16 expenses in this amount. The Court directs the Settlement Administrator to disburse these funds as
17 provided in the Settlement Agreement.

18 14. **Class Representatives Service Awards.** The Court further finds that service
19 awards for the Class Representatives in the amount of \$10,000 each is fair and reasonable, and
20 the Court approves of the service award in this amount. The Court directs the Settlement
21 Administrator to disburse this award to the Class Representatives as provided in the Settlement
22 Agreement.

23 15. **Use of Order.** Neither this Order, the fact that a settlement was reached and filed, the
24 Agreement, nor any related negotiations, statements, or proceedings shall be construed as, offered as,
25 admitted as, received as, used as, or deemed to be an admission or concession of liability or wrongdoing
26 whatsoever or breach of any duty on the part of Defendant, the Class Representative, or the Settlement
27 Class Members. This Order is not a finding of the validity or invalidity of any of the claims asserted
28 or defenses raised in the Action. In no event shall this Order, the fact that a settlement was reached,

1 the Agreement, or any of its provisions or any negotiations, statements, or proceedings relating to it
2 in any way be used, offered, admitted, or referred to in the Action, in any other action, or in any
3 judicial, administrative, regulatory, arbitration, or other proceeding, by any person or entity, except
4 by the Parties and only the Parties in a proceeding to enforce the Agreement.

5 16. **Continuing Jurisdiction.** Without affecting the finality of this Judgment in anyway,
6 the Court hereby specifically retains exclusive jurisdiction over the administration, consummation,
7 enforcement, and interpretation of the Agreement, the Final Judgment, and for any other necessary
8 purpose, including to ensure compliance with the Protective Order entered in this Action.

9 17. **Termination of Settlement.** In the event that the Settlement does not become
10 effective in accordance with the terms of the Agreement, or the Agreement is terminated pursuant to
11 Section 13 of the Agreement, the Parties shall be restored to their respective positions in the Action
12 prior to the execution of the Agreement, the certification of the Settlement Class shall be
13 automatically vacated, and this Judgment shall be rendered null and void (except Paragraph 15 of this
14 Order shall remain in effect) to the extent provided by and in accordance with the Agreement and
15 shall be vacated and, in any such event, all orders entered and releases delivered in connection herewith
16 shall be null and void to the extent provided by and in accordance with the Agreement.

17 18. **Implementation of the Agreement.** The Parties are hereby authorized to
18 implement the terms of the Agreement.

19 19. **Claim Review and Deficiency Process.** The Settlement Administrator and
20 Receiver shall validate each Claim as directed in Section 5 of the Agreement. Full compliance with
21 the requirements of the terms of the Agreement and the Claim Form shall be necessary for the
22 submission of a claim entitled to distribution. The Settlement Administrator and Receiver shall have
23 the authority to determine whether the submission of a Claim Form is complete and timely. The
24 Settlement Administrator's and Receiver's determinations in this regard shall be final and non-
25 appealable. Any Settlement Class Member whose claim is rejected shall be barred from receiving
26 payment under the Settlement for that claim but shall in all other respects be bound by the terms of
27 the Agreement and by this Order.

20. **Reasonable Extensions.** Without further order of this Court, the Parties may agree to reasonable extensions of time to carry out any of the provisions of the Agreement.

21. **Class Notice List.** Within 30 days after the Effective Date, the Receiver, with the assistance of the Settlement Administrator, shall file with this Court, *ex parte* and under seal (in order to protect the names, addresses and other personal information of Class Members), a list of the names and addresses of all Members of the Class to whom Notice was sent, along with a list of all Class Members who excluded themselves from the Settlement pursuant to the opt-out provisions provided herein.

22. **Final Accounting.** The Settlement Administrator or Receiver will provide to Class Counsel, and Class Counsel will file with the Court, a final accounting within 150 days after the Distribution Date as defined in the Agreement. The final accounting will include a summary of all distributions from the Settlement Fund.

23. **Class Action Fairness Act (“CAFA”) Notice.** The Settlement Administrator has served the CAFA Notice of Proposed Settlement and Defendants have complied in all respects with their obligations under 28 U.S.C. § 1715.

24. **Entry of Final Judgment.** There is no just reason for delay in the entry of this Order and Final Judgment and immediate entry by the Clerk of the Court is hereby directed.

25. **Action Closed.** All claims against the Defendant are hereby dismissed with prejudice. This case shall remain open for administrative matters only. The District Court Clerk is hereby directed to close the Action.

IT IS SO ORDERED.

BY THE COURT:

Hon. Cristina D. Silva