

1 Nicole E. Lovelock, Esq.
Nevada State Bar No. 11187
2 Kimberley A. Hyson, Esq.
Nevada State Bar No. 11611
3 **JONES LOVELOCK**
6600 Amelia Earhart Ct., Suite C
4 Las Vegas, Nevada 89119
Tel: (702) 805-8450
5 Fax: (702) 805-8451
nlovelock@joneslovelock.com
6 khyson@joneslovelock.com

7 *Attorneys for Kamille Dean*

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10 **UNITED STATES DISTRICT COURT**
11 **FOR THE DISTRICT OF NEVADA**

12 SECURITIES AND EXCHANGE
COMMISSION,

13 Plaintiff,

14 v.

15 MATTHEW WADE BEASLEY, et al.,

16 Defendants.

17 THE JUDD IRREVOCABLE TRUST, et al.,

18 Relief Defendants.

CASE NO.: 2:22-cv-0612-CDS-EJY

**NON-PARTY KAMILLE DEAN’S
REPLY IN SUPPORT OF MOTION FOR
LEAVE TO FILE INTERPLEADER
ACTION**

JONES LOVELOCK
6600 Amelia Earhart Ct., Suite C
Las Vegas, NV 89119

19

20 Non-Party KAMILLE DEAN (Ms. Dean), by and through her attorneys of record, the law
21 firm of JONES LOVELOCK, hereby submits this Reply in Support of her Motion for Leave to File
22 Interpleader (Dkt. 259) (“Motion to File Interpleader”) pursuant to 38 U.S.C. Section 959(a).¹ This
23 Reply is based upon the attached Memorandum of Points and Authorities, the papers and pleadings
24 on file in this matter, the attached exhibits, and any oral argument that the Court may allow.

25

26 ¹ Along with Ms. Dean’s Motion to Quash Jurisdiction Over Kamille Dean and The Receiver’s August 1, 2022 OSC Re
27 Contempt and Turn Over Order (Dkt.257), Motion to Strike Receiver’s Motion to Compel or Alternatively Motion for
Order to Show Cause (Dkt. 258), and Objection to Affidavits of K. Hendricks and D. Zaro (Dkt. 260), these Motions
and related Replies serve as a complete response to the Receiver’s Motion to Compel or Alternatively Motion for Order
28 to Show Cause (Dkt. 210).

JONES LOVELOCK
6600 Amelia Earhart Ct., Suite C
Las Vegas, NV 89119

1 **I. THE COURT SHOULD GRANT MS. DEAN’S MOTION TO FILE INTERPLEADER**
2 **TO RESOLVE THE NUMEROUS ISSUES OF OWNERSHIP AND COMPETING**
3 **DEMANDS REGARDING THE FUNDS HELD IN HER TRUST ACCOUNT.**

4 **A. The Receiver Does Not Have Jurisdiction Over Ms. Dean or the Funds at Issue,**
5 **and Thus Has No Basis to Pursue This Summary Proceeding.**

6 As discussed in further detail in Ms. Dean’s Reply in Support of Motion to Quash Jurisdiction
7 (Dkt. 295) the Receiver has failed to establish jurisdiction over Ms. Dean or her retainer funds.² 28
8 U.S.C. § 754 requires the Receiver to file copies of the complaint and such order of appointment in
9 the district court for each district in which property is located” within 10 days of appointment.³ ***The***
10 ***failure to file such copies in any district shall divest the receiver of jurisdiction and control over***
11 ***all such property in that district.***⁴

12 The Receiver bears the burden of establishing personal jurisdiction over Ms. Dean and the
13 funds at issue.⁵ The Receiver has not, and cannot, meet this burden. Here, the Receiver was
14 appointed on June 3, 2022.⁶ To establish jurisdiction over the funds at issue, the Receiver was
15 required to file the Complaint and Appointment Order in Arizona ***no later than June 13, 2022***. The
16 Receiver admits that he failed to do so. Therefore, the Receiver did not establish jurisdiction over
17 Ms. Dean or the funds at issue at that time. The Receiver argues that the 10-day timeframe was reset
18 upon filing of the Order Amending Receivership Order on July 28, 2022 (Dkt. 207), and notice was
19 timely filed in Arizona on August 5, 2022. This position is erroneous. An Order Amending Order
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21 ² See Reply in Support of Motion to Quash Jurisdiction (Dkt. 295). The arguments set forth in Sections I.A-B are
22 incorporated herein by reference. Additionally, the Receiver’s Motion to Compel or Alternative Motion for Order to
23 Show Cause (Dkt. 210) requests that Kamille Dean, individually, turn over \$210,060 in funds. However, Ms. Dean does
24 not personally possess these funds. Rather, these funds were provided to the Law Offices of Kamille Dean, P.C.’s Trust
25 Account and the Retainer Agreement was entered into by the Law Offices of Kamille Dean, P.C. The wrong party has
26 been named.

27 ³ 28 U.S.C. § 754

28 ⁴ *Id.* (emphasis added).

⁵ *H.E.B., LLC v. Walker*, 437 P.3d 1060 (Nev. 2019); *Sinatra v. Nat’l Enquirer, Inc.*, 854 F.2d 1191, 1194 (9th Cir. 1988)
citing *Cabbage v. Merchant*, 744 F.2d 665, 667 (9th Cir. 1984), cert. denied, 470 U.S. 1005, 84 L. Ed. 2d 380, 105 S. Ct.
1359 (1985). “Once a defendant raises the defense, the burden falls on the plaintiff to prove sufficient facts to establish
that jurisdiction is proper. *Boschetto v. Hansing*, 539 F.3d 1011, 1015 (9th Cir. 2008).

⁶ Ord. Appointing Receiver (Dkt. 88).

1 Appointing Receiver does not reset the 10-day timeframe, only a *reappointment* does that.⁷ No such
2 reappointment order exists in this case.

3 Even if the Order Amending Receivership Order restarted the 10-day clock, the Receiver’s
4 position still fails for two (2) reasons. **First**, the Receiver filed the Motion to Compel or Alternative
5 Motion for Order to Show Cause on *August 1, 2022*, prior to the August 5, 2022 filing of the
6 Complaint and Appointment Order in Arizona.⁸ Therefore, at the time of the Receiver’s filing, the
7 Receiver had not complied with § 754 and *did not have jurisdiction* over Ms. Dean or the funds at
8 issue herein. **Second**, the Receiver did not file the Order Amending Receivership Order in Arizona,
9 but rather the original June 3, 2022 Order Appointing Receiver.⁹ Again the Receiver failed to comply
10 with § 754 and was divested of jurisdiction. The Receiver has not established personal jurisdiction
11 over Ms. Dean to haul her into this summary proceeding.¹⁰ Absent a showing of jurisdiction, the
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14 ⁷ *SEC v. Am. Cap. Invest.*, 98 F.3d 1133, 1143 (9th Cir. 1996), citing *SEC v. Vision Comm’ns, Inc.*, 315 U.S. App. D.C.
15 384, 74 F.3d 287, 291 (D.C. Cir. 1996) (the Court held that the entry of a receiver’s permanent appointment after his
16 initial temporary appointment reestablished the receiver’s jurisdiction and set a new 10-day period). The distinction
17 between an Order Amending Receivership, as was filed here, and a reappointment is critical, as reappointment – not
18 amendment – resets the ten-day clock. *See Terry v. Walker*, 369 F. Supp. 2d 818, 820 (W.D. Va. 2005) ((an order of
19 reappointment renews the ten-day filing deadline under 28 U.S.C. section 754); *Warfield v. Arpe*, 2007 WL 549467, at
20 *12 (N.D. Tex. Feb. 22, 2007) (with the court found that timely filing of the necessary documents after a receiver’s
21 reappointment complies with § 754); *FTC v. Digital Altitude, LLC.*, 2019 WL 5290384 (C.D. Cal. May 31, 2019)
22 (Motion to Reappoint Receiver following failure to comply with § 754); *SEC v. Arisbank*, Case No. 18 V 0186, Docket
23 No. 21 (N.D. Tex. Apr 3, 2018)(Order Granting Motion for Reappointment). Moreover, the standards for reappointment
24 differ from the standards for an Amendment. 28 U.S.C. § 3103; Fed. R. Civ. P. 66, *Canada Life Assur. Co. v. LaPeter*,
25 563 F.3d 837, 844 (9th Cir. 2009) (setting for specific requirements for appointment).

26 ⁸ *See* Mot. to Compel or Alt. Mot. for Order to Show Cause (Dkt. 210).

27 ⁹ **Ex. A**, Arizona filing of Complaint and Appointment Order.

28 ¹⁰ *See* Reply in Support of Motion to Quash Jurisdiction (Dkt. 295), Section I.B. “There is a substantial body of law to
the effect that a receivership court does not have jurisdiction to bring into a pending receivership proceeding by a mere
order to show cause persons who are not parties to the receivership and who assert an independent claim of ownership to
assets in their possession. In *Gillespie v. California Standard Ind. Co.*, 212 Cal. App. 3d 1351, 1357–58 (1989) (internal
citations omitted), the court held: “There is a substantial body of law to the effect that a receivership court does not have
jurisdiction to bring into a pending receivership proceeding by a mere order to show cause persons who are not parties
to the receivership and who assert an independent claim of ownership to assets in their possession.” The Receiver also
relies on *Chicago Title & Trust Co. v. Fox Theatres Corp.*, 69 F.2d 60, 61 (2d Cir. 1934), for the proposition that a federal
court presiding over a fiduciary estate enjoys exclusive jurisdiction over the estate and “[t]he appointment of an equity
receiver . . . draws to the appointing court jurisdiction to decide all questions of the preservation, collection, and
distribution of its assets.” This reliance is misplaced. First, It is axiomatic that the Receiver cannot have exclusive
jurisdiction over something for which he has not established *any jurisdiction*. Further, *Chicago Title* establishes that a
receivership does not have complete authority over all assets, or collection or distribution of the same.

1 Receiver cannot establish the funds at issue belong to the receivership estate.

2 **B. Summary Proceedings Cannot Resolve the Competing Ownership Claims**
 3 **Regarding Ms. Dean's Retainer Funds.**

4 **1. The Interpleader is necessary as a plenary proceeding.**

5 In *United States v. Arizona Fuels Corp.*, the Ninth Circuit held that where only possession of
 6 property is at issue, summary proceedings may be appropriate.¹¹ However, where ultimate rights to
 7 title or ownership are at issue, summary proceedings are inappropriate.¹² In *Arizona Fuels*, the Court
 8 found that summary proceedings against third-party Tenneco were appropriate because Tenneco was
 9 specifically named in and served with the order of appointment, had ample notice and opportunity to
 10 contest the Receiver's request, and the Receiver had jurisdiction over the funds at issue.¹³ However,
 11 absent some evidence that the receiver has jurisdiction over the assets at issue, summary proceedings
 12 cannot be justified.¹⁴ Here, the Receiver merely assumes jurisdiction exists over Ms. Dean and the
 13 funds at issue, and therefore summary proceedings are proper.¹⁵ But the Receiver has not, and
 14 cannot, establish jurisdiction over Ms. Dean or the funds at issue in light of the Receiver's failure to
 15 comply with § 754, and therefore a summary proceeding is not justified.¹⁶ The Receiver's claim that

16 ¹¹ 739 F.2d 455, 458–59 (9th Cir. 1984).

17 ¹² *Id.*; see also *Am. Brake Shoe & Foundry Co. v. New York Railways Co.*, 10 F.2d 920 (Cal Ct. App. 1928)(holding that
 18 a receiver must bring an ancillary plenary suite, rather than proceeding summarily, in proceedings to claim funds held by
 19 third-party beneficiaries). Summary proceedings are only permissible against third-parties who are made a party to the
 20 suit or become sufficiently involved in the receivership action, for example by intervening. *Id.* at 921.

21 ¹³ *Arizona Fuels Corp.*, 739 F.2d at 459.

22 ¹⁴ *SEC v. Ross*, 504 F.3d 1130, 1146 (9th Cir. 2007)

23 ¹⁵ See Receiver's Omnibus Response (Dkt. 275), at 20:6-19. But the Receiver's reliance on *SEC v. Wencke*, 783 F.2d
 24 829 (9th Cir. 1986) and *SEC v. Hardy*, 803 F.2d 1034 (9th Cir. 1986) are misplaced. In *Wencke*, the court held that the
 25 alleged summary proceedings were akin to a plenary proceeding with all due process rights, discovery, trial, and
 26 witnesses observed. Moreover, there was no allegation the Receiver failed to comply with § 754. In *Hardy* the SEC
 27 brought a securities fraud case against the operators of a scheme to defraud investors in promissory notes and deeds of
 28 trust, and the District Court appointed a Receiver. After the District Court had adopted a procedure for the distribution
 of assents and a claims procedure, the Court set a claims deadline of March 1, 1982, with the Order that claims after that
 date would be barred. The Court then extended the Claims deadline to March 22, 1982, and gave the required Notices.
 After the March 22, 1982 deadline some Objectors filed Late Claims and others filed incomplete claims. In summary
 proceedings, the Court adjudicated the late and incomplete claims and held they were not entitled to a late filing. The
 Objectors and late Claimants argued that summary proceedings were inappropriate. The Ninth Circuit affirmed and ruled
 that the summary proceedings were the appropriate means by which Late Claims and Objections could be adjudicated
 and "the procedures used by the District court in this case were a reasonable and practicable attempt to administer the
 receivership without depriving the creditors of fair notice and a reasonable opportunity to respond." *Id.* at 1040. These
 facts are inapplicable here, as this matter does not involve the distribution of funds pursuant to late or incomplete claims.

¹⁶ *Id.*; see also *SEC v. Vision Comm'ns, Inc.*, 74 F.3d 287, 289 (D.C. Cir. 1996)(expressly rejecting the exercise of *in personam*
 jurisdiction over a party in a district outside the district of appointment because the receiver failed to comply
 with the filing requirements of § 754.

1 he seeks “orderly and efficient administration of the estate” does not overcome his failure to obtain
2 jurisdiction or provide due process rights to Ms. Dean and her five (5) non-party clients.¹⁷

3 **2. Arizona is the proper venue for plenary proceedings i.e. an interpleader
4 action.**

5 The Receiver does not have jurisdiction over Ms. Dean or the funds at issue in the instant
6 action. Rather, Ms. Dean and the funds are at home in Arizona. The Arizona Rules of Professional
7 Conduct require that disputed funds be held in an attorney’s trust account, and an interpleader action
8 be filed to resolve conflicting demands for the funds.¹⁸ In this case, Ms. Dean has been placed in the
9 impossible position where compliance with the Receiver’s demands puts her at odds with her client
10 and could result in a violation of her ethical duties.¹⁹ Consequently, the only way to adjudicate the
11 competing ownership claims is through an Interpleader action in Arizona.²⁰

12 **C. The Receiver Has Failed to Join Ms. Dean's Other Five (5) Clients.**

13 Pursuant to the Retainer Agreement, Ms. Dean was retained to represent six (6) individuals
14 related to the Utah SEC subpoenas - Jeffrey Judd, Kennedy Judd, Khloe Judd, Jennifer Judd, Parker
15 Judd, and Preston Judd (collectively the “Judds”).²¹ Only Jeffrey Judd is named in the SEC
16 Complaint and Order Appointing Receiver/Order Amending Receivership Order.²² The Retainer

17 ¹⁷ The Supreme Court has often repeated the proposition that administrative efficiency alone will not suffice to justify a
18 denial of due process. *See, e.g., Stanley v. Illinois*, 405 U.S. 645, 656 (1971); *Reed v. Reed*, 404 U.S. 71 (1971); *Bell v.*
19 *Burson*, 402 U.S. 535, 540 (1971); *Goldberg v. Kelly*, 397 U.S. 254, 261 (1970); *Carrington v. Rash*, 380 U.S. 89, 96
20 (1965). In its Response, the SEC argues that Ms. Dean’s Motion for Leave “is nothing more than an attempt to end-run
21 the Court’s prior ruling regarding the use of presumed investor funds by Judd for attorneys’ fees. (See Dkt. No. 235.).
22 Dkt. 235 is an Order denying Oberheiden and Fabian VanCott’s motions to retain funds. These are distinctly different
from the pending motions and do not apply to Ms. Dean. Ms. Dean has the right to be heard on this issue.

¹⁸ Arizona Supreme Court Rules 42 E.R 1.5, 1.15, 43.

¹⁹ *Employers Reinsurance Corp. v. GMAC Ins.*, 308 F. Supp. 2d 1010, 1016 (D. Ariz. 2004)(Arizona rules of professional
conduct provide that an attorney should segregate and hold disputed property and file interpleader where dispute cannot
in good faith be resolved amicably); *In the Matter of A Member of the State Bar of Arizona, Jesus R. Romo Vejar*, 2004
WL 5739531, at *3 (Sep. 2, 2004)(attorney’s failure to file interpleader action of funds in trust account when faced with
competing demand on the money was sanctionable conduct).

²⁰ *Lee v. West Coast Life Insurance*, 688 F.3d 1004, 1009. (9th Cir. 2012)(interpleader prevents the stakeholder from
being obliged to determine at his/her peril which claimant has the better claim); *United States v. High Tech. Prod., Inc.*,
497 F.3d 637, 641 (6th Cir. 2007)(interpleader “affords a party who fears being exposed to the vexation of defending
multiple claims to a limited fund or property that is under his control a procedure to settle the controversy and satisfy his
obligation in a single proceeding.”) (*quoting* 7 Charles Alan Wright, Federal Practice and Procedure §§ 1704, 1714 (3d
ed. 2001)).

²¹ *See* Mot. to Quash (Dkt. 257), Ex. B.

²² *See* Am Compl. (Dkt. 118); Order Appointing Receiver (Dkt. 88); Order Amending Receivership Order (Dkt. 207).

JONES LOVELOCK
 6600 Amelia Earhart Ct., Suite C
 Las Vegas, NV 89119

1 was provided to be held in trust by Ms. Dean for her six (6) clients. “The court has no power to order
 2 property in possession of a party to be delivered to the receiver if the party's possession is not in that
 3 party's own right but is that of a bailee of a third person.”²³ Notably, Ms. Dean’s non-party clients
 4 have not been joined in this action despite being indispensable.²⁴

5 In this case, Ms. Dean holds property to which her five (5) non-party clients claim a right to
 6 ownership. The Receiver cannot force Ms. Dean to part with those funds in the absence of her five
 7 (5) non-party clients as indispensable parties. The Receiver’s refusal to recognize the property rights
 8 of absent parties is without merit.²⁵ Until the funds are withdrawn from Ms. Dean’s Trust Account,
 9 Ms. Dean is a bailee of the funds. Ms. Dean and her five (5) non-party clients will be irreparably
 10 injured by any turnover order, whether temporary or permanent, because Ms. Dean and her contract
 11 attorneys will go unpaid for their services and the clients will now be responsible to issue additional
 12 payment for the same work.

13 **D. There is No Evidence the Retainer Funds are Tainted.**

14 The Receiver and the SEC argue that the Retainer funds were tainted without providing any
 15 support, despite bearing the burden to establish the funds at issue are a receivership asset and the
 16 product of the alleged fraud.²⁶ Even if this Court finds that Ms. Dean has the burden to establish her

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 18 ²³ 55 Cal. Jur. 3d Receivers § 47 (2022). “[T]he court has no jurisdiction to order the delivery, to the receiver, of property
 19 in the possession of adverse claimants who are not parties to the action in which the receiver is appointed. Thus, if at the
 20 time of appointment of a receiver, the property is in the possession of a plaintiff in a prior claim and delivery proceeding,
 21 it is beyond the power of the court appointing the receiver, by its mere order, to compel the person in possession to
 22 surrender it to the receiver. The claimant has a right to have his or her title determined in an appropriate action to which
 23 he or she is a party and to the verdict of a jury or the findings of a court on issues framed for that purpose.” 55 Cal. Jur.
 24 3d Receivers § 51 (2022).

25 ²⁴ *Hall v. Club Corp. of Am.*, 33 F. App'x 873, 876 (9th Cir. 2002) (“It goes without saying that parties to a contract are
 26 necessary ones.”); *Brown v. Christman*, 126 F.2d 625, 631-32 (D.C. Cir. 1942)(all persons having conflicting claims to
 27 a particular fund are indispensable parties to its disposition and “A disposition of the funds, made without giving them
 28 an opportunity to establish their claims, might be seriously prejudicial to their interests.”); *Johnson v. Middleton*, 175
 F.2d 535, 537 (7th Cir. 1949) (indispensable parties under Rule 19 are those with conflicting claims to particular funds).

²⁵ *Stuparich Mfg. Co. v. Superior Court*, 123 Cal. 290, 292 (1899) (the court had no jurisdiction to authorize receiver to
 seize property claimed by nonparty as owner and had to bring separate action); *First National Housing Trust Ltd. v.*
Superior Court, 88 Cal. App. 292, 295 (1928) (court has no jurisdiction to order receiver to seize property that is claimed
 as owner by a nonparty in possession of the property).

²⁶ Receiver’s Omnibus Response (Dkt.275); SEC’s Response to Dean’s Motion for Leave (Dkt. 278), at 1:10-16. The
 SEC’s Response to Dean’s Motion for Leave is essentially a joinder to the portions of the Receiver’s Omnibus Response
 related to the request for interpleader. As such, Ms. Dean’s arguments made in support of her Motion for Leave, are also
 made in response to the SEC’s Response. See *Evans v. Robbins*, 897 F.2d 966, 968 (8th Cir. 1990), citing *Gorenz v.*
 (footnote continued)

1 retainer was not obtained from the alleged Ponzi scheme, Ms. Dean has set forth sufficient evidence
 2 in the Motion to Quash and her Certification.²⁷ Specifically, Ms. Dean and other attorney's retained
 3 by the Judds conducted due diligence regarding the source of the funds, including investigation by
 4 former federal agents, compliance with the DOJ's Asset Forfeiture Policy Manual, review of
 5 financials, bank records, emails, text exchanges and other materials turned over in the investigation
 6 into Jeffrey Judd, and the expert analysis of former federal agents.²⁸ Ms. Dean also relied upon the
 7 representations of her clients that the funds came from a family trust and were not the result of the
 8 alleged Ponzi scheme.²⁹ This information is sufficient to make a *prima facie* case that the funds are
 9 not tainted. Notably, the Receiver completely disregards this discussion because it does not serve

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 13 *Illinois Dept. of Agriculture*, 653 F.2d 1179, 1184 (7th Cir. 1981) (emphasis added) (holding “[t]he **burden of proof in**
 14 **a turnover proceeding is at all times on the receiver or trustee; he must at least establish a prima facie case.** After that,
 the burden of explaining or going forward shifts to the other party, but **the ultimate burden or risk of persuasion is upon**
 15 **the receiver or trustee.”);** see The receiver has the burden to establish the Retainer is a receivership asset. *SEC v. Ross*,
 504 F.3d 1130, 1146 (9th Cir. 2007); also, *Maggio v. Zeitz*, 333 U.S. 56, 63-64, 92 L. Ed. 476, 68 S. Ct. 401 (1948).

16 Contrary to the Receiver's position, Ms. Dean does not bear the burden to establish the source of the funds. The Receiver
 17 relies on several inapplicable cases in support of this position. Receiver's Omnibus Response (Dkt. 275). At 17:8-28.
FTC v. Digital Altitude, LLC, 2018 U.S. Dist. LEXIS 224949 (C. D. Cal. July 26, 2018) involved *defendants* seeking to
 18 unfreeze funds for living expenses. Here, Ms. Dean was not subject to the freeze order and is not asking to unfreeze
 anything. Rather, she is asking to retain those funds that were earned prior to appointment of the receiver, and her notice
 19 of the same. *SEC v. Rosenthal*, 42 Fed. App'x 1 (2d Cir. 2011) applies solely to cases involving insider trading, not
 Ponzi schemes like the instant case. This case also discussed the disgorgement by *defendants* and *relief defendants*. Ms.
 20 Dean is neither. Cases cited in the Receiver's Motion to Compel or Alternative Motion for OSC regarding the burden of
 proof are similarly inapplicable. (Dkt. 210), at 8:16-9:3, 10:8-17. SEC uses *Santillo* for the proposition that Ms. Dean
 21 has the burden to “establish that the funds [s]he seeks to [retain] are untainted and that there are sufficient funds to satisfy
 any disgorgement remedy that might be ordered in the event a violation is established.” *SEC v. Santillo*, No. 18-CV-5491
 (JGK), 2018 WL 3392881, at *4 (S.D.N.Y. July 11, 2018). But *Santillo* sets forth the standard for a **defendant to request**
 22 **assets be unfrozen** for living expenses, attorney's fees etc. *SEC v. Fujinaga*, 2020 WL 3050713 at *3 (D. Nev. June 8,
 2020) also deals with a *defendant's* request to unfreeze assets to pay attorney's fees after transferring \$100,000 to an
 attorney following an asset freeze and appointment of a receiver. Again, Ms. Dean is *not* the Defendant, and she is not
 23 seeking to unfreeze assets. Rather, it is Ms. Dean's position that the earned portion of her retainer is not a receivership
 asset. Her fees were also earned for past services prior to the appointment of the Receiver – not future services such as
 in *Santillo*. *SEC v. Marino* also deals with a **defendant** who transferred \$100,000 to an attorney after an asset freeze and
 24 requested the court unfreeze assets to be used in his defense. 29 Fed. Appx. 538, 541 (10th Cir. 2002) (quoting *SEC v.*
Quinn, 997 F.2d 287, 289 (7th Cir. 1993). *Quinn*, the case cited in *Marino*, supports Ms. Dean's position that the burden
 25 of proof rests with the receiver. In *Quinn*, the court **requested that the SEC make a preliminary showing that Quinn's**
assets could be traced to fraud. Satisfied with the response, the court than invited the defendant to demonstrate that he
 26 had fund that were not tainted. *Quinn* failed to do so.

27 Mot. to Quash (Dkt. 257), at 8:3-21, Ex. D.

28 *Id.*

29 *Id.* See Ex. B, Decl. of Kamille Dean.

1 his interests, and in doing so, fails to rebut this evidence. There is simply no basis before the Court
2 to find the funds were tainted, and therefore belong to the receivership estate.

3 **II. CONCLUSION.**

4 For the foregoing reasons, Non-Party Kamille Dean requests that this Honorable Court grant
5 her Motion to for Leave to File an Interpleader Action (Dkt. 259), and the Receiver’s Motion to
6 Compel or Alternative Motion for OSC (Dkt. 210) be denied.

7 DATED this 8th day of September 2022.

8 **JONES LOVELOCK**

9 By: /s/ Kimberley A. Hyson, Esq.
10 Nicole Lovelock, Esq. (11187)
11 Kimberley A. Hyson, Esq. (11611)
12 6600 Amelia Earhart Ct., Suite C
13 Las Vegas, Nevada 89119
14 Tel: (702) 805-8450
15 Fax: (702) 805-8451

16 *Attorneys for Kamille Dean*

17 **JONES LOVELOCK**
18 6600 Amelia Earhart Ct., Suite C
19 Las Vegas, NV 89119
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CERTIFICATE OF SERVICE

The undersigned hereby certifies that on the 8th day of September 2022, a true and correct copy of the foregoing **NON-PARTY KAMILLE DEAN’S REPLY IN SUPPORT OF MOTION FOR LEAVE TO FILE INTERPLEADER ACTION** was served by electronically submitting with the Clerk of the Court using the electronic system and serving all parties with an email-address on record.

By /s/ Julie Linton
An Employee of JONES LOVELOCK

JONES LOVELOCK
6600 Amelia Earhart Ct., Suite C
Las Vegas, NV 89119

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EXHIBIT “A”

Arizona filing of Complaint and Appointment Order

EXHIBIT “A”

<input checked="" type="checkbox"/> FILED	<input type="checkbox"/> LODGED
<input type="checkbox"/> RECEIVED	<input type="checkbox"/> COPY
AUG 05 2022	
CLERK U S DISTRICT COURT DISTRICT OF ARIZONA	
BY	DEPUTY

1 TRACY S. COMBS (California Bar No. 298664)
 2 Email: combst@sec.gov
 3 CASEY R. FRONK (Illinois Bar No. 6296535)
 4 FronkC@sec.gov
 5 Securities and Exchange Commission
 6 351 South West Temple, Suite 6.100
 7 Salt Lake City, UT 84101-1950
 8 Tel.: (801) 524-5796
 9 Fax: (801) 524-3558

10 UNITED STATES DISTRICT COURT
 11 DISTRICT OF NEVADA

12 SECURITIES AND EXCHANGE
 13 COMMISSION,

14 Plaintiff,

15 v.

16 MATTHEW WADE BEASLEY; BEASLEY
 17 LAW GROUP PC; JEFFREY J. JUDD;
 18 CHRISTOPHER R. HUMPHRIES; J&J
 19 CONSULTING SERVICES, INC., an Alaska
 20 Corporation; J&J CONSULTING
 21 SERVICES, INC., a Nevada Corporation; J
 22 AND J PURCHASING LLC; SHANE M.
 23 JAGER; JASON M. JONGEWARD; DENNY
 24 SEYBERT; and ROLAND TANNER;

25 Defendants,

26 THE JUDD IRREVOCABLE TRUST; PAJ
 27 CONSULTING INC; BJ HOLDINGS LLC;
 STIRLING CONSULTING, L.L.C.; CJ
 INVESTMENTS, LLC; JL2
 INVESTMENTS, LLC; ROCKING HORSE
 PROPERTIES, LLC; TRIPLE THREAT
 BASKETBALL, LLC; ACAC LLC;
 ANTHONY MICHAEL ALBERTO, JR.; and
 MONTY CREW LLC;

Relief Defendants.

Case No.: **MC22-00034-PHX**

COMPLAINT

1 Plaintiff, Securities and Exchange Commission (the “Commission”), alleges as follows:

2 **SUMMARY**

3 1. This case concerns a long-running fraudulent offering of securities perpetrated by
4 Defendants Matthew Wade Beasley, Esq., his law firm Beasley Law Group PC (“Beasley Law
5 Group”), Jeffrey Judd, Christopher Humphries, and three entities that Judd controlled: J&J
6 Consulting Services, Inc. (a Nevada corporation), J&J Consulting Services, Inc. (an Alaska
7 corporation), and J and J Purchasing LLC (unless otherwise noted, collectively, the “J&J
8 Entities”), a scheme for which Judd, Humphries, and Defendants Shane M. Jager, Jason M.
9 Jongeward, Denny Seybert, Roland Tanner, and others acted as promoters.

10 2. The scheme worked as follows: from at least 2017 and continuing through March
11 2022, the J&J Entities offered investments in purported settlement contracts with tort plaintiffs
12 called “purchase agreements.” These investments in the so-called “purchase agreements”
13 constituted securities under federal law. Judd, Humphries, and others told investors:

- 14 a. that they could purchase interests in insurance tort settlements, and that the
15 invested money was used to make advance payments to tort plaintiffs who had
16 reached settlements with insurance companies for tort claims and who were
17 willing to pay a premium to receive a portion of their settlement in advance
18 rather than wait for payment from the insurance companies;
- 19 b. that investors would receive returns on their investments of at least 12.5%
20 every 90 days, for an annualized return of 50%, sometimes more, and that the
21 investment had almost zero risk; and
- 22 c. that Beasley and Beasley Law Group managed relationships with numerous
23 personal injury attorneys around the country to maintain a supply of purchase
24 agreements to the J&J Entities and their investors.

25 3. From at least 2017 to March 2022, over 600 investors invested in the scheme, and
26 it appears that at least \$449 million in investor funds flowed into the scheme through Beasley
27 Law Group’s attorney trust (“IOLTA”) account at Wells Fargo, N.A. The amount that investors

1 may have been paid in Ponzi payments is as yet unknown. During that time, Beasley and Judd
2 acted as business partners in the J&J Entities and Beasley purported to act as an attorney for the
3 J&J Entities.

4 4. In fact, the purchase agreements were fictitious, a fact which Beasley, Judd, and
5 Humphries knew or were reckless in not knowing. Beasley, Beasley Law Group PC, Judd, and
6 the J&J Entities did not use investor money to purchase interests in personal injury settlements,
7 as Judd, Humphries, Jager, Jongeward, Seybert, and Tanner represented to actual and
8 prospective investors.

9 5. Beasley, Judd, and others used a portion of investors' money to make periodic
10 payments of fictitious "returns" on the purchase agreements to investors in a Ponzi-like fashion,
11 but used the bulk of investor money to fund lavish lifestyles, including purchasing luxury homes
12 and properties, a private jet, ATVs, boats, and numerous luxury cars for themselves and their
13 relatives. Each of Judd, Humphries, Jager, Jongeward, Seybert, and Tanner recruited dozens, if
14 not hundreds, of investors into the scheme and received transaction-based compensation for
15 bringing in additional investors and more money from existing investors, even though none of
16 them was a registered broker or dealer, nor associated with a broker or dealer, registered with the
17 Commission.

18 6. On March 3, 2022, agents from the Federal Bureau of Investigation ("FBI")
19 executed search warrants at the homes of Judd, Humphries, and Beasley. When agents arrived at
20 Beasley's home, Beasley brandished a pistol and the agents shot him twice. Beasley then locked
21 himself inside his home for nearly four hours. During that standoff, Beasley repeatedly confessed
22 to an FBI negotiator that the J&J Entities' investment scheme was actually a Ponzi scheme that
23 started in 2016 or 2017.

24 7. The Commission brings this action to halt Defendants' violations of the federal
25 securities laws, prevent further harm to investors, and to seek disgorgement and civil penalties
26 stemming from Defendants' wrongdoing, among other remedies.

27

1 JURISDICTION AND VENUE

2 8. The Commission brings this action pursuant to Sections 20(b) and 20(d) of the
3 Securities Act of 1933 (“Securities Act”) [15 U.S.C. § 77t(b) and (g)] and Sections 21(d) and (e)
4 of the Securities Exchange Act of 1934 (“Exchange Act”) [15 U.S.C. § 78u(d) and (e)] to enjoin
5 such acts, practices, and courses of business, and to obtain disgorgement, prejudgment interest,
6 civil money penalties, and such other and further relief as this Court may deem just and
7 appropriate.

8 9. This Court has jurisdiction over this action pursuant to Section 22 of the
9 Securities Act [15 U.S.C. § 77v] and Section 27 of the Exchange Act [15 U.S.C. § 78aa].

10 10. Venue is proper in this Court pursuant to Section 27 of the Exchange Act [15
11 U.S.C. § 78aa] because Defendants and Relief Defendants are found, inhabit, and/or transacted
12 business in the District of Nevada and because one or more acts or transactions constituting the
13 violations alleged herein occurred in the District of Nevada.

14 11. Defendants were, individually and collectively, involved in the offer and sale of
15 the securities, as that term is defined under Section 2(a)(1) of the Securities Act [15 U.S.C.
16 § 77b(a)(1)] and Section 3(a)(10) of the Exchange Act [15 U.S.C. § 78c(a)(10)], issued by
17 Defendants J&J Consulting Services, Inc., a Nevada corporation, J&J Consulting Services, Inc.,
18 an Alaska corporation, and J and J Purchasing LLC.

19 12. Defendants, directly or indirectly, made use of the mails or the means or
20 instrumentalities of interstate commerce in connection with the conduct alleged in this
21 Complaint.

22 DEFENDANTS

23 13. **Matthew Wade Beasley** (“Beasley”), age 49, is a resident of Las Vegas, Nevada.
24 Beasley is President, Secretary, Treasurer, and Director of Beasley Law Group PC. Beasley has
25 been licensed to practice law in Nevada since May 2006.

26 14. **Jeffrey Jason Judd** (“Judd”), age 50, is a resident of Henderson, Nevada. Judd is
27 director, president, and treasurer of J & J Consulting Services, Inc. (Nevada) and director,

1 president, shareholder, and treasurer of J & J Consulting Services, Inc. (Alaska). Judd is a
2 manager of J & J Purchasing, LLC. Judd personally promoted the “purchase agreement”
3 investment scheme to multiple investors with false and misleading statements and omissions, and
4 he compensated promoters who in turn found additional investors. On information and belief,
5 Judd is a trustee of The Judd Irrevocable Trust.

6 15. **Christopher Ronn Humphries** (“Humphries”), age 48, is a resident of
7 Henderson, Nevada. He personally promoted the “purchase agreement” investment scheme to
8 multiple investors. He is a managing member of CJ Investments LLC.

9 16. **Beasley Law Group PC** (“Beasley Law Group”) is a professional corporation
10 organized in Nevada in 2011 with its principal place of business in Nevada. Beasley controls this
11 entity.

12 17. **J&J Consulting Services, Inc.** is a Nevada corporation formed in 2005 with its
13 principal place of business in Nevada (“J&J Nevada”). Judd controls this entity.

14 18. **J&J Consulting Services, Inc.** is also the name of an Alaska corporation,
15 incorporated in 2019, with its principal place of business in Nevada (“J&J Alaska”). Judd
16 controls this entity.

17 19. **J and J Purchasing LLC** (“J and J Purchasing”) is a Florida limited liability
18 company formed in October 2021 with its principal place of business in Nevada. Judd controls
19 this entity.

20 20. **Shane Michael Jager** (“Jager”), age 47, is a resident of Henderson, Nevada. He
21 personally promoted the Ponzi scheme to multiple investors and also recruited several additional
22 promoters who worked under his supervision. He received compensation for the investments he
23 procured. Jager is the managing member and owner of Stirling Consulting, L.L.C.

24 21. **Jason Myers Jongeward** (“Jongeward”), age 50, is a resident of Washington,
25 Utah. Jongeward promoted the “purchase agreement” investment scheme to multiple investors
26 and received compensation for the investments he procured. Jongeward is the governor of JL2
27 Investments LLC.

1 22. **Roland Tanner** (“Tanner”), age 65, is a resident of Henderson, Nevada. He
2 promoted the “purchase agreement” investment scheme to multiple investors and received
3 compensation for the investments he procured.

4 23. **Denny Seybert** (“Seybert”), age 44, is a resident of Henderson, Nevada. He
5 promoted the “purchase agreement” investment scheme to multiple investors and received
6 compensation for the investments he procured. He is the manager of Rocking Horse Properties,
7 LLC.

8 **RELIEF DEFENDANTS**

9 24. **The Judd Irrevocable Trust** is a trust of unknown date and domicile, believed to
10 be under the control of Matthew Beasley, Jeffrey Judd, and/or Jennifer Judd. On information and
11 belief, Matthew Beasley is a trustee. The Judd Irrevocable Trust received at least \$1.4 million in
12 transfers from the Beasley Law Group IOLTA account at Wells Fargo, N.A. (“Beasley Law
13 Group IOLTA”), which were proceeds from the fraud to which it has no legitimate claim.

14 25. **PAJ Consulting Inc (“PAJ”)** is a Nevada corporation formed in October 2019.
15 Preston Judd, Jeffrey Judd’s 22-year-old son, is the president, secretary, and treasurer. PAJ
16 received over \$990,000 from J&J Consulting Services, Inc. between June 2020 and February
17 2022, which were proceeds of the fraud to which PAJ has no legitimate claim. PAJ also received
18 at least \$824,500 from the Beasley Law Group PC IOLTA, which were proceeds from the fraud
19 to which PAJ has no legitimate claim. PAJ’s bank records suggest it has no legitimate business
20 operations. It received large distributions of cash from J&J Consulting Services, Inc. and Beasley
21 Law Group PC followed by lavish spending on, e.g., travel, gambling, cryptocurrencies,
22 shopping, and restaurants.

23 26. **BJ Holdings LLC** is a Nevada limited liability company formed in March 2021.
24 Its managing members are J&J Consulting Services, Inc. and Beasley Law Group, PC. On
25 information and belief, BJ Holdings LLC holds assets that were purchased using investor funds,
26 including a 2008 Hawker Beechcraft 900XP private jet. It received at least \$500,000 in transfers
27

1 from the Beasley Law Group IOLTA, which are proceeds from the fraud to which it has no
2 legitimate claim.

3 27. **Stirling Consulting, L.L.C.** is a Nevada limited liability company formed in
4 April 2018. Its principal place of business is Las Vegas, Nevada. Jager controls this entity.
5 Stirling Consulting, L.L.C. received at least \$30 million from the Beasley Law Group IOLTA
6 account. On information and belief, these were proceeds from the fraud to which it has no
7 legitimate claim.

8 28. **CJ Investments LLC** is a Nevada limited liability company formed in November
9 2019. Its principal place of business is in Henderson, Nevada. Humphries and Jessica Humphries
10 are both managing members of CJ Investments LLC. It received at least \$25 million from the
11 Beasley Law Group IOLTA account. On information and belief, these were proceeds from the
12 fraud to which it has no legitimate claim.

13 29. **JL2 Investments, LLC** is a Washington limited liability company formed in
14 November 2019. Its principal place of business was initially Cheney, Washington. Upon
15 information and belief, its principal place of business moved to Washington, Utah in 2021.
16 Jongeward controls this entity. On information and belief, JL2 Investments received proceeds
17 from the fraud to which it has no legitimate claim.

18 30. **Rocking Horse Properties LLC** is a Nevada limited liability company formed in
19 January 1997. Its principal place of business is in Nevada. Seybert controls this entity. It received
20 over \$690,000 from the Beasley Law Group IOLTA account. On information and belief, these
21 were proceeds from the fraud to which it has no legitimate claim.

22 31. **Triple Threat Basketball, LLC** is a Nevada limited liability company formed in
23 April 2009. Its managers are Warren Rosegreen and Priscilla Rosegreen. It received transfers of
24 over \$9 million from the Beasley Law Group IOLTA account. On information and belief, these
25 were proceeds from the fraud to which Triple Threat Basketball, LLC has no legitimate claim.

26 32. **ACAC LLC** is a limited liability company of unknown domicile. A bank account
27 in the name of ACAC LLC received at least \$6.5 million from the Beasley Law Group IOLTA

1 account. On information and belief, these were proceeds from the fraud to which it has no
2 legitimate claim.

3 33. **Anthony Michael Alberto, Jr.** (“Alberto”), age 34, is believed to be a resident of
4 Nevada or Pennsylvania. He received nearly \$4 million in transfers from the Beasley Law Group
5 IOLTA account. Beasley confessed to an FBI negotiator that Alberto was his bookie and he used
6 investor money to pay gambling debts he owed to Alberto. Alberto has received proceeds from
7 the fraud to which he has no legitimate claim.

8 34. **Monty Crew LLC** was a Nevada limited liability company formed in January
9 2019. Its principal place of business was in Nevada. It became inactive in September 2021 and
10 was revoked in February 2022. Its manager was Alberto. It received nearly \$3 million in
11 transfers from the Beasley Law Group IOLTA account. As stated in paragraph 33 above, Beasley
12 confessed that the money paid to Alberto was proceeds from the fraud used to pay gambling
13 debts. Money Crew LLC received investor money to which it has no legitimate claim.

14 FACTS

15 **I. Judd, Humphries, and the J&J Entities Raised Money from Investors with False** 16 **Representations of an Investment in Personal Injury Settlements.**

17 35. Beginning at least as of January 1, 2017 and continuing until March 2022, the J&J
18 Entities, directly and through Judd, Humphries, Jager, Jongeward, Seybert, and Tanner, offered
19 investments in purported personal injury settlement contracts. Judd told investors that he had a
20 litigation financing business with his attorney, Matthew Beasley, whereby Judd invested money
21 in contracts with personal injury plaintiffs while Beasley procured those contracts through his
22 contacts with other attorneys around the country. Judd told investors that Beasley and his law
23 firm Beasley Law Group had relationships with personal injury attorneys whose clients had
24 settlements with insurance companies, and who were willing to pay a premium to receive a
25 portion of their settlement in advance rather than wait for payment from the insurance
26 companies. Judd told investors that the J&J Entities entered into “purchase agreements” with the
27 personal injury plaintiffs whereby the J&J Entities advanced to the personal injury plaintiffs a

1 portion of their expected insurance settlement payout, and the plaintiffs repaid the J&J Entities
2 plus interest and fees when their insurance payout arrived.

3 36. Judd told investors that the purchase agreements came in amounts of \$80,000 or
4 \$100,000, with a term of 90 days, although he also said he allowed investors to split contracts
5 with him or other investors if they wanted to invest less than \$80,000. Judd told different
6 investors that they would receive different returns. Judd told some investors that they would
7 make up to \$22,000 within 90 days on an investment of \$100,000. Judd told other investors they
8 would receive 12.5% on their investments (50% on an annual basis), for a return of \$12,500
9 within 90 days on an investment of \$100,000 or \$10,000 within 90 days on an investment of
10 \$80,000.

11 37. Judd told investors that at the end of the 90-day period, the J&J Entities would
12 reinvest the principal in a new purchase agreement with a new tort plaintiff, and the investor
13 could continue to receive his or her promised returns every 90 days. Judd told investors that they
14 could get their principal back rather than reinvesting it at the end of the contract term if they
15 chose.

16 38. Judd told investors that the tort plaintiffs who entered the purchase agreements
17 paid an administrative fee of \$5,000, half of which went to Beasley and Beasley Law Group, and
18 the other half of which went to the tort plaintiff's attorney. Judd also told investors that Beasley
19 and Beasley Law Group managed the relationships with the various personal injury attorneys and
20 wrote the agreements with the personal injury plaintiffs, while Judd managed the investment side
21 of the business with assistance from his son Parker Judd. On information and belief, Judd
22 highlighted the fact that attorney Beasley was involved and that investor funds flowed through
23 Beasley Law Group's IOLTA account.

24 39. Judd told investors that the risk from investing in the purchase agreements was
25 almost zero. Judd also told some investors that he would make good any investor loss, saying
26 that he and Beasley had a separate fund to make investors whole if a personal injury plaintiff
27

1 failed to pay on a contract. He claimed he had “never had to use” this fund, because “we’ve
2 never had one go bad.”

3 40. Humphries, like Judd, promoted the J&J Entities investment scheme to numerous
4 investors. Like Judd, Humphries told investors that the investment involved funding purchase
5 agreements with personal injury plaintiffs who had settlements with insurance companies but
6 wanted to obtain a portion of their money in advance. Humphries told investors that Matthew
7 Beasley and his law firm Beasley Law Group managed the relationships with various attorneys
8 to supply the purchase agreements to Judd and the J&J Entities. Humphries told investors that
9 the purchase agreements were in amounts of \$80,000 or \$100,000 and paid returns of 13% every
10 90 days. Humphries told investors that their capital would be reinvested in a new purchase
11 agreement at the expiration of each prior purchase agreement. Humphries told investors that
12 there was little to no risk on the investment.

13 41. Humphries received compensation for bringing new investors into the scheme and
14 for raising additional money from existing investors. He told one investor that he received 5% of
15 the investor funds he raised and that he made around \$250,000 every three months.

16 42. Judd and Humphries typically instructed investors to wire their investment money
17 to Beasley Law Group’s IOLTA account at Wells Fargo Bank N.A., but sometimes instructed
18 investors to wire their investment money to other accounts as well, including an account in the
19 name of J&J Consulting Services, Inc. at U.S. Bank, and an account in the name of Humphries’
20 entity CJ Investments LLC.

21 **II. Defendants’ Representations Were Materially False and Misleading**

22 43. The foregoing representations made to investors by Judd, the J&J Entities, and
23 Humphries were materially false and misleading. Judd and the J&J Entities did not invest the
24 investors’ funds in contracts with personal injury plaintiffs. Beasley and Beasley Law Group did
25 not actually procure contracts with personal injury plaintiffs and their attorneys.

26 44. Beasley confessed on March 3, 2022 to an FBI negotiator that the business was a
27 Ponzi scheme. Beasley and Judd returned a small portion of the invested money to investors in

1 Ponzi-type payments to meet investors' expectations of the promised percentages of returns
2 every 90 days. These payments promoted investor confidence in the scheme, encouraged current
3 investors to invest more money, and allowed Beasley, Judd, and Humphries to continue to find
4 new victims. In reality, Beasley, Judd, and Humphries used the majority of investor money for
5 lavish personal expenses and to pay others to promote the scheme.

6 45. To lend credibility to the scheme, Beasley created fake "purchase agreements"
7 between J&J Consulting or J and J Purchasing and various purported injured tort plaintiffs and
8 their attorneys, which were then shared with investors by Judd, Humphries and other promoters.
9 Beasley often used the names of real attorneys from around the country (and sometimes even
10 used the names of real personal injury tort plaintiffs) on the fake purchase agreements, but there
11 were no actual underlying tort settlements and the attorneys whose names appeared on the fake
12 purchase agreements had no actual connection to Beasley. An example of one of these "purchase
13 agreements" is attached as **Exhibit A**.

14 46. Until approximately December 2020, Judd provided investors "Investment
15 Agreements" or "Buyer Agreements" purporting to memorialize the investor's investment in a
16 tort plaintiff's purchase agreement. The agreements were between the investor, and Judd and J&J
17 Consulting Services, Inc. An example of one of the "Investment Agreements" is attached as
18 **Exhibit B**. An example of one titled a "Buyer Agreement" is attached as **Exhibit C**. These
19 agreements were signed by Judd.

20 47. In approximately October 2021, Judd began telling investors that he was making
21 modifications to the business at the suggestion an attorney who conducted a review of the
22 business. As part of these purported business modifications, Judd formed J and J Purchasing
23 LLC in October 2021 and started operating the investment business through J and J Purchasing.
24 In approximately December 2021, as part of the business modifications, Judd started requiring
25 investors to sign new documentation with J and J Purchasing: a Confidential Private Placement
26 Memorandum ("PPM"); a Non-Compete, Non-Disclosure and Non-Solicitation Agreement; a
27 Mutual Confidentiality and Non-Disclosure Agreement, and a Confidential Subscription

1 Agreement. Judd personally distributed these documents to some investors, and the Promoter
2 Defendants and other promoters distributed copies to their investors. A copy of the PPM is
3 attached as **Exhibit D**.

4 48. Judd and Humphries told investors that Beasley managed the relationship with the
5 personal injury attorneys and, on information and belief, told investors that they were not
6 allowed to contact the attorneys or plaintiffs whose names appeared on the purchase agreements.
7 This kept investors from learning that the attorneys and plaintiffs on the purchase agreements
8 were not actually parties to the purchase agreements, and that the purchase agreements were
9 fake.

10 49. Despite this admonition from Judd and Humphries, some investors contacted the
11 attorneys named in the purchase agreements to inquire whether the purchase agreements were
12 real, only to discover that the attorneys had no such personal injury clients and no relationship
13 with Matthew Beasley or Beasley Law Group.

14 **III. Beasley, Beasley Law Group, Judd, the J&J Entities, and Humphries Acted With** 15 **Scienter**

16 50. Defendants Beasley, Beasley Law Group, Judd, the Judd Entities, and Humphries
17 knowingly or recklessly engaged in the fraudulent scheme detailed in the paragraphs above.

18 51. On March 3, 2022, when the FBI attempted to serve a search warrant at his home,
19 Beasley engaged in a standoff for approximately four hours with FBI agents, during which
20 Beasley spoke by telephone with an FBI negotiator. In the recorded calls with the FBI negotiator,
21 Beasley repeatedly confessed that the J&J investment was a Ponzi scheme that he started in 2016
22 or 2017. He confessed that the purchase agreements were fake and he used the names of
23 attorneys he did not know on the purchase agreements.

24 52. Beasley confessed that investors were promised that their investment money
25 would be given to someone who had settled a personal injury case but had not received their
26 settlement money yet. He confessed that he “got names of attorneys” for the scheme but “I never
27 actually talked to them.” He confessed that as Jeffrey Judd found more investors, “I made up

1 more attorney's deals and just kept growing it." Beasley confessed that investors "would give
2 their money to me, and I would supposedly send it to a bunch of attorneys" but actually "I kept it
3 and used it to pay, basically pay them back to pay off gambling debts."

4 53. Judd knew or was reckless in not knowing that the purchase agreements were fake
5 and that the investment scheme was a fraud. Judd, as Beasley's business partner in the scheme
6 for over seven years, either knew that the business was a fraud, or was reckless in not knowing.
7 Judd worked intimately with Beasley throughout the entire scheme. Judd told investors that he
8 and Beasley operated the business together and that Beasley was his attorney. Judd told at least
9 one investor that he saw bank statements and other documentation from Beasley. Had Judd
10 reviewed the bank statements of the Beasley IOLTA account—where, on information and belief,
11 he knew investor funds were aggregated—he would have readily seen that the investment
12 scheme was not a legitimate business and that there were very few, if any, proceeds of personal
13 injury tort settlements pursuant to the purchase agreements flowing into the account.

14 54. Further, the J&J Entities, which Judd controlled, were the counterparties on all the
15 purported purchase agreements and Judd supposedly signed them on behalf of his entities. As of
16 February 24, 2022, Judd boasted that he had \$475 million "under management," was doing 450
17 contracts per week, and had done over 16,000 contracts to date. Judd either knew or was reckless
18 in not knowing that the purported counterparties on those 16,000 contracts did not actually enter
19 the agreements. Judd knew the purchase agreements were never signed by the purported
20 counterparties, or he recklessly disregarded that fact. Had Judd conducted the most basic of due
21 diligence on the fake purchase agreements and the flow of funds to and from Beasley Law
22 Group, it would have revealed the scheme.

23 55. Upon information and belief, Humphries also knew or was reckless in not
24 knowing that the purchase agreement investment scheme was a fraud. Upon information and
25 belief, Humphries was at least aware of indicia that the tort settlements at issue in the investment
26 were fictitious and acted to hide that fact from investors.

1 56. Judd and Humphries acted to hide the fraud from investors by telling them that
2 they were prohibited from contacting the parties to the purchase agreements. Over the years,
3 despite being told not to do so, several investors contacted the attorneys listed on the purchase
4 agreements and the attorneys denied having such clients or entering the purchase agreements. On
5 information and belief, this information made its way back to the promoters, including
6 Humphries, and ultimately to Judd himself. Various investors pushed their promoters, Judd, and
7 the J&J Entities to answer questions about the inability to verify that the purchase agreements
8 were real, or asked to see documentation such as bank statements showing actual money flows to
9 the purported counterparties on the purchase agreements. When promoters confronted Judd and
10 the J&J Entities about the fact that attorneys on the purchase agreements denied that the purchase
11 agreements were legitimate, Judd hid the fraud by stating to investors that the law firms were
12 probably denying the existence of the contracts simply due to client confidentiality concerns.

13 57. At least as early as 2019, Judd started requiring investors to enter non-disclosure
14 agreements as a condition of investing. Judd and his promoters also often required investors to
15 sign a document saying that they were prohibited from contacting any parties related to the
16 personal injury settlement or purchase agreement without the written consent of Jeffrey Judd.
17 Also, the “Investor Agreement” and “Buyer Agreement” documents (Exs. B and C hereto)
18 expressly prohibited investors from contacting the parties on the purchase agreements without
19 Judd’s consent.

20 58. Ultimately, on or around January 2022, Judd and certain of his promoters decided
21 to stop sending the fake purchase agreements to investors altogether. Judd gave investors the
22 excuse that his “attorneys” had advised him to stop sending the purchase agreements to them.

23 59. On information and belief, Judd required investors to sign the document
24 prohibiting them from contacting the parties related to the personal injury settlement or purchase
25 agreement, and ultimately stopped disseminating the fake purchase agreements, because he was
26 attempting to hide their fictitious nature from investors.

27

1 60. Despite that they knew or were reckless in not knowing that the Purchase
2 Agreements were fake, Humphries and Judd nonetheless continued to solicit new investors and
3 additional investments from existing investors.

4 **IV. Defendants Judd, Humphries, Jager, Jongeward, Seybert, and Tanner Violated the**
5 **Federal Securities Laws by Acting as Unregistered Brokers.**

6 61. In addition to Humphries, Judd had several other promoters working underneath
7 him to locate new investors and funnel investment money into the J&J Entities scheme.
8 Defendants Jager, Jongeward, Seybert, and Tanner were among these promoters.

9 62. Jager, Jongeward, Seybert, and Tanner, like Judd and Humphries, each solicited
10 dozens of investors to invest in the purchase agreements and received transaction-based
11 compensation in return. The investors' interests in the purchase agreements issued by the J&J
12 Entities—which Judd, Jager, Jongeward, Seybert, and Tanner solicited investors to buy—
13 constituted securities as that term is defined under the federal securities laws.

14 63. In 2020, Humphries stated to at least one investor that he personally made
15 \$250,000 every three months from his investor solicitations and received a 5% commission on
16 investments he solicited.

17 64. Jongeward also made a percentage on each investment he obtained on behalf of
18 the J&J Entities. In early 2022, Jongeward stated to at least one prospective investor that he
19 personally “managed” over 150 investors and about \$52 million in investment funds, that this
20 was his “full-time job,” and that he had been doing it for two years.

21 65. In early 2022, Jager stated to at least one prospective investor that he had been
22 soliciting investors for the J&J Entities investment for five years, had solicited 250 investors, and
23 that he and Jongeward together had raised over \$200 million from investors for the J&J Entities.
24 Jager also stated to at least one prospective investor that Judd had negotiated a rate of payment to
25 Jager and Jongeward on the investments they raised, and that Tanner worked “under Jager”
26 soliciting investments in the purchase agreements. Judd, Jager, Jongeward, Seybert, and Tanner
27 each used means or instrumentalities of interstate commerce to solicit and sell securities as part

1 of their regular business. Judd, Jager, Jongeward, Seybert, and Tanner each used the internet to
2 solicit investors, transferred cash through wire transfers, and used email and telephone to
3 negotiate and effect sales transactions.

4 66. Humphries, Jager, Jongeward, and Seybert also handled investor funds. While
5 investor funds typically (but not always) flowed into Beasley Law Group's IOLTA account, the
6 payments of purported "returns" to investors whom Humphries, Jager, Jongeward, and Seybert
7 recruited would flow from accounts held by Beasley Law Group or the J&J Entities into bank
8 accounts for entities controlled by Humphries, Jager, Jongeward, and Seybert. From there,
9 Humphries, Jager, Jongeward, and Seybert would distribute purported "returns" to investors they
10 had solicited. Sometimes Humphries, Jongeward, and Seybert also instructed investors to wire
11 their investment money directly to the accounts in the names of the entities they controlled rather
12 than to Beasley Law Group's account.

13 67. Jager used an account in the name of his entity Stirling Consulting, L.L.C., and
14 possibly others, to receive investor funds and also to distribute purported "returns" to investors.
15 Humphries used an account in the name of CJ Investments LLC and JCH Consulting, L.L.C.,
16 among others, to receive investor funds and also distribute Ponzi payments to his investors.
17 Jongeward used an account in the name of his entity JL2 Investments LLC, and possibly others,
18 to receive investor funds and to distribute Ponzi payments to his investors. Seybert used an
19 account in the name of his entity Rocking Horse Properties, LLC, and possibly others, to receive
20 investor funds and distribute purported returns to his investors. Tanner used an account in the
21 name of Anthem Assets, LLC, and possibly others, to receive investor funds and distribute
22 purported returns to his investors. On information and belief, Jager, Humphries, Jongeward,
23 Seybert, and Tanner also received commission payments for their investor solicitations in the
24 accounts of those entities that they controlled.

25 68. Tanner solicited numerous investors for the J&J Entities scheme over a period of
26 many months or years. In early 2022, Jager represented to prospective investors that Tanner
27 worked under his supervision to solicit additional investors for the J&J Entities investment and

1 that Tanner had raised over \$50 million for the J&J Entities. On information and belief, Tanner
2 and received transaction-based compensation for the investors and investments he solicited.

3 69. At all relevant times while Judd, Jager, Jongeward, Seybert, and Tanner engaged
4 in soliciting investors to buy interests in the purchase agreements in exchange for transaction-
5 based compensation, none of them were registered with the Commission as a broker or dealer,
6 nor were they associated with a broker or dealer registered with the Commission.

7 **V. The Securities Offered and Sold Were Not Registered**

8 70. The securities offered and sold by Judd, Humphries, Jager, Jongeward, Seybert,
9 and Tanner were not registered with the Commission.

10 71. J and J Purchasing LLC filed a Form D on December 13, 2021, purporting to give
11 notice of an exempt offering under Rule 506(b), but the J&J Entities' offers and sales of
12 securities were not exempt under Rule 506(b) because, among other things, investors were never
13 provided with the required disclosures of information under Rule 502(b) [17 CFR § 230.502]. In
14 addition, the Form D was itself false and misleading in its description of, *inter alia*, the
15 investment and the use of investor funds.

16 **FIRST CLAIM FOR RELIEF**

17 **Violations of Section 5(a) and (c) of the Securities Act [15 U.S.C. § 77e(a) and (c)]**

18 ***(Against All Defendants)***

19 72. The Commission re-alleges and incorporates by reference each and every
20 allegation in paragraphs 1–71, inclusive, as if they were fully set forth herein.

21 73. Defendants Beasley, Beasley Law Group, Judd, the J&J Entities, Humphries,
22 Jager, Jongeward, Seybert, and Tanner, by engaging in the conduct described above, directly or
23 indirectly,

- 24 a. made use of means or instruments of transportation or communication in
25 interstate commerce or of the mails to sell securities, as to which no
26 registration statement was in effect, through the use or medium of any
27 prospectus or otherwise;

- 1 b. carried or caused to be carried through the mails or in interstate commerce, by
 2 any means or instrument of transportation, securities as to which no
 3 registration statement was in effect, for the purpose of sale or for delivery
 4 after sale; and
- 5 c. made use of any means or instruments of transportation or communications in
 6 interstate commerce or of the mails to offer to sell or offer to buy through the
 7 use or medium of any prospectus or otherwise securities as to which no
 8 registration statement had been filed.

9 74. In regard to the sale of securities described herein, no exemption validly applied
 10 to the registration requirements described above.

11 75. By reason of the foregoing, Defendants Beasley, Beasley Law Group, Judd, the
 12 J&J Entities, Jager, Jongeward, Humphries, Seybert, and Tanner violated, and unless enjoined,
 13 will continue to violate, Sections 5(a) and (c) of the Securities Act [15 U.S.C. § 77 e(a) and (c)].

14 **SECOND CLAIM FOR RELIEF**

15 **Violations of Section 17(a) of the Securities Act [15 U.S.C. § 77q(a)(1)]**

16 ***(Against Beasley, Beasley Law Group, Judd, the J&J Entities, and Humphries)***

17 76. The Commission re-alleges and incorporates by reference each and every
 18 allegation in paragraphs 1–75, inclusive, as if they were fully set forth herein.

19 77. By engaging in the conduct described above, Beasley, Beasley Law Group, Judd,
 20 the J&J Entities, and Humphries, and each of them, directly or indirectly, individually or in
 21 concert with others, in the offer and sale of securities, by use of the means and instruments of
 22 transportation and communication in interstate commerce or by use of the mails,

- 23 a. employed devices, schemes, or artifices to defraud;
- 24 b. obtained money or property by means of untrue statements of material fact or
 25 omissions to state material facts necessary in order to make the statements
 26 made, in light of the circumstances under which they were made, not
 27 misleading; and

1 c. engaged in transactions, practices, or courses of business which operated or
2 would operate as a fraud or deceit.

3 78. With respect to violations of Section 17(a)(1) of the Securities Act, each of
4 Defendants Beasley, Beasley Law Group, Judd, the J&J Entities, and Humphries engaged in the
5 above-referenced conduct knowingly or with severe recklessness.

6 79. With respect to violations of Sections 17(a)(2) and (a)(3) of the Securities Act,
7 each of Defendants Beasley, Beasley Law Group, Judd, the J&J Entities, and Humphries
8 engaged in the above-referenced conduct was at least negligent in its/his conduct and in making
9 the untrue and misleading statements alleged herein.

10 80. By reason of the foregoing, Beasley, Beasley Law Group, Judd, the J&J Entities,
11 and Humphries violated and, unless enjoined, will continue to violate Section 17(a) of the
12 Securities Act [15 U.S.C. § 77q(a)].

13 **THIRD CLAIM FOR RELIEF**

14 **Violations of Section 10(b) of the Exchange Act [15 U.S.C. § 78j(b)] and Exchange Act Rule**
15 **10b-5 [17 C.F.R. § 240.10b-5]**

16 *(Against Beasley, Beasley Law Group, Judd, the J&J Entities, and Humphries)*

17 81. The Commission re-alleges and incorporates by reference each and every
18 allegation in paragraphs 1–80, inclusive, as if they were fully set forth herein.

19 82. By engaging in the conduct described above, Beasley, Beasley Law Group, Judd,
20 the J&J Entities, and Humphries, directly or indirectly, individually or in concert with others, in
21 connection with the purchase or sale of securities, by use of the means and instrumentalities of
22 interstate commerce or by use of the mails,

- 23 a. employed devices, schemes, and artifices to defraud;
- 24 b. made untrue statements of material facts and/or omitted to state material facts
25 necessary in order to make the statements made, in light of the circumstances
26 under which they were made, not misleading; and
- 27

1 c. engaged in acts, practices, and course of business which operated as a fraud
2 and deceit upon purchasers, prospective purchasers, and other persons.

3 83. Each of Beasley, Beasley Law Group, Judd, the J&J Entities, and Humphries
4 engaged in the above-referenced conduct and made the above-referenced untrue and misleading
5 statements knowingly or with severe recklessness.

6 84. By reason of the foregoing, each of Beasley, Beasley Law Group, Judd, the J&J
7 Entities, and Humphries have violated and, unless enjoined will continue to violate, Section
8 10(b) of the Exchange Act [15 U.S.C. § 78j(b)] and Exchange Act Rule 10b-5 [17 C.F.R.
9 § 240.10b-5].

10 **FOURTH CLAIM FOR RELIEF**

11 **Violations of Section 15(a)(1) of the Exchange Act [15 U.S.C. § 78o(a)(1)]**

12 ***(Against Judd, Humphries, Jager, Jongeward, Seybert, and Tanner)***

13 85. The Commission re-alleges and incorporates by reference each and every
14 allegation in paragraphs 1–84, inclusive, as if they were fully set forth herein.

15 86. By engaging in the conduct described above, Judd, Humphries, Jager, Jongeward,
16 Seybert, and Tanner, and each of them:

- 17 a. engaged in the business of effecting transactions in securities for the account
18 of others; and
19 b. directly or indirectly, made use of the mails or the means or instrumentalities
20 of interstate commerce to effect transactions in, or to induce or attempt to
21 induce the purchase or sale of, securities without being registered as a broker
22 or dealer with the Commission or associated with a broker or dealer registered
23 with the Commission.

24 87. By reason of the foregoing, Judd, Humphries, Jager, Jongeward, Seybert, and
25 Tanner each violated, and unless enjoined will continue to violate, Section 15(a)(1) of the
26 Exchange Act [15 U.S.C. §78o(a)(1)].
27

1 **FIFTH CLAIM FOR RELIEF**

2 **Equitable Disgorgement**

3 ***(Against All Relief Defendants)***

4 88. The Commission re-alleges and incorporates by reference each and every
5 allegation in paragraphs 1–87, inclusive, as if they were fully set forth herein.

6 89. Each of the Relief Defendants named in paragraphs 24–34 above obtained money,
7 property, and assets as a result of the violations of the securities laws by Beasley, Beasley Law
8 Group, Judd, the J&J Entities, and Humphries, to which they have no legitimate claim.

9 90. Each of the Relief Defendants should be required to disgorge all ill-gotten gains
10 which inured to their benefit under the equitable doctrines of disgorgement, unjust enrichment
11 and constructive trust.

12 **PRAYER FOR RELIEF**

13 WHEREFORE, the Commission respectfully requests that this Court enter a final
14 judgment:

15 **I.**

16 Permanently restraining and enjoining all Defendants from, directly or indirectly,
17 engaging in conduct in violation of Section 5 of the Securities Act [15 U.S.C. § 77e(a)(1)];

18 **II.**

19 Permanently restraining and enjoining Defendants Beasley, the Beasley Law Group,
20 Judd, the J&J Entities, and Humphries from, directly or indirectly, engaging in conduct in
21 violation of Section 17(a) of the Securities Act [15 U.S.C. § 77q(a)], Section 10(b) of the
22 Exchange Act [15 U.S.C. § 78j(b)], and Exchange Act Rule 10b–5 thereunder [17 C.F.R. §
23 240.10b–5];

24 **III.**

25 Permanently restraining and enjoining Defendants Judd, Humphries, Jager, Jongeward,
26 Seybert, and Tanner from, directly or indirectly, engaging in conduct in violation of Section
27 15(a)(1) of the Exchange Act [15 U.S.C. § 78o(a)(1)];

1 **IV.**

2 Permanently restraining and enjoining each of Defendants Beasley, Beasley Law Group,
3 Judd, and the J&J Entities from, directly or indirectly, including, but not limited to, through any
4 entity owned or controlled by each, the issuance, purchase, or sale of any security related to
5 settled litigation claims, except for the purchase or sale of securities listed on a national securities
6 exchange by these Defendants for their own personal accounts;

7 **V.**

8 Permanently restraining and enjoining each of Defendants Judd, Humphries, Jager,
9 Jongeward, Seybert, and Tanner from, directly or indirectly, including, but not limited to,
10 through any entity owned or controlled by each, soliciting any person or entity to purchase or sell
11 any security;

12 **VI.**

13 Ordering Defendants and Relief Defendants to disgorge all ill-gotten gains or unjust
14 enrichment derived from the activities set forth in this Complaint, together with prejudgment
15 interest thereon;

16 **VII.**

17 Ordering all Defendants to pay a civil penalty pursuant to Section 20(d) of the Securities
18 Act [15 U.S.C. § 77t(d)] and Section 21(d)(3) of the Exchange Act [15 U.S.C. § 78u(d)(3)];

19 **VIII.**

20 Retaining jurisdiction of this action in accordance with the principles of equity and the
21 Federal Rules of Civil Procedure in order to implement and carry out the terms of all orders and
22 decrees that may be entered, or to entertain any suitable application or motion for additional
23 relief within the jurisdiction of this Court; and,

24 **IV.**

25 Granting such other and further relief as this Court may deem just, equitable, or necessary
26 in connection with the enforcement of the federal securities laws and for the protection of
27 investors.

1 Dated: April 12, 2022.

2 Respectfully submitted,

3 **SECURITIES AND EXCHANGE COMMISSION**

4
5 /s/ Tracy S. Combs
6 Tracy S. Combs
7 Casey R. Fronk
8 Attorneys for Plaintiff
9 Securities and Exchange Commission
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JS 44 (Rev 10/20)

Case 2:22-cv-00612-JCM-EJY Document 1-1 Filed 04/12/22 Page 1 of 5

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS: Securities and Exchange Commission
(b) County of Residence of First Listed Plaintiff: Clark County
(c) Attorneys: Tracy S. Combs and Casey R. Fronk, Securities and Exchange Commission, 351 S. West Temple, Ste. 6.100, Salt Lake City, UT 84101: (801) 524-5796
DEFENDANTS: Matthew Wade Beasley, et al. (See Attachment)
County of Residence of First Listed Defendant: Clark County
NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.
Attorneys (If Known): See Attachment

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)
1 U.S. Government Plaintiff
2 U.S. Government Defendant
3 Federal Question (U.S. Government Not a Party)
4 Diversity (Indicate Citizenship of Parties in Item III)
III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)
Citizen of This State: PTF 1 DEF 1
Citizen of Another State: PTF 2 DEF 2
Citizen or Subject of a Foreign Country: PTF 3 DEF 3
Incorporated or Principal Place of Business In This State: PTF 4 DEF 4
Incorporated and Principal Place of Business In Another State: PTF 5 DEF 5
Foreign Nation: PTF 6 DEF 6

IV. NATURE OF SUIT (Place an "X" in One Box Only)
CONTRACT: 110 Insurance, 120 Marine, 130 Miller Act, 140 Negotiable Instrument, 150 Recovery of Overpayment & Enforcement of Judgment, 151 Medicare Act, 152 Recovery of Defaulted Student Loans (Excludes Veterans), 153 Recovery of Overpayment of Veteran's Benefits, 160 Stockholders' Suits, 190 Other Contract, 195 Contract Product Liability, 196 Franchise
TORTS: PERSONAL INJURY: 310 Airplane, 315 Airplane Product Liability, 320 Assault, Libel & Slander, 330 Federal Employers' Liability, 340 Marine, 345 Marine Product Liability, 350 Motor Vehicle, 355 Motor Vehicle Product Liability, 360 Other Personal Injury, 362 Personal Injury - Medical Malpractice
PERSONAL INJURY: 365 Personal Injury - Product Liability, 367 Health Care/Pharmaceutical Personal Injury Product Liability, 368 Asbestos Personal Injury Product Liability
LABOR: 710 Fair Labor Standards Act, 720 Labor/Management Relations, 740 Railway Labor Act, 751 Family and Medical Leave Act, 790 Other Labor Litigation, 791 Employee Retirement Income Security Act
IMMIGRATION: 462 Naturalization Application, 465 Other Immigration Actions
FORFEITURE/PENALTY: 625 Drug Related Seizure of Property 21 USC 881, 690 Other
BANKRUPTCY: 422 Appeal 28 USC 158, 423 Withdrawal 28 USC 157
PROPERTY RIGHTS: 820 Copyrights, 830 Patent, 835 Patent - Abbreviated New Drug Application, 840 Trademark, 880 Defend Trade Secrets Act of 2016
SOCIAL SECURITY: 861 HIA (1395ff), 862 Black Lung (923), 863 DIWC/DIWW (405(g)), 864 SSID Title XVI, 865 RSI (405(g))
FEDERAL TAX SUITS: 870 Taxes (U.S. Plaintiff or Defendant), 871 IRS—Third Party 26 USC 7609
OTHER STATUTES: 375 False Claims Act, 376 Qui Tam (31 USC 3729(a)), 400 State Reapportionment, 410 Antitrust, 430 Banks and Banking, 450 Commerce, 460 Deportation, 470 Racketeer Influenced and Corrupt Organizations, 480 Consumer Credit (15 USC 1681 or 1692), 485 Telephone Consumer Protection Act, 490 Cable/Sat TV, 850 Securities/Commodities/Exchange, 890 Other Statutory Actions, 891 Agricultural Acts, 893 Environmental Matters, 895 Freedom of Information Act, 896 Arbitration, 899 Administrative Procedure Act/Review or Appeal of Agency Decision, 950 Constitutionality of State Statutes

V. ORIGIN (Place an "X" in One Box Only)
1 Original Proceeding
2 Removed from State Court
3 Remanded from Appellate Court
4 Reinstated or Reopened
5 Transferred from Another District (specify)
6 Multidistrict Litigation - Transfer
8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION
Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity): 15 U.S.C. §§ 77e(a) and (c); 77q(a)(1); 77q(a)(2) and (3); 78j(b); § 78j(b); 78o(a)(1); 78t(a); 17 C.F.R. § 240.10b-5(a) and (c); § 240.10b-5(b)
Brief description of cause: Offering fraud

VII. REQUESTED IN COMPLAINT:
CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$ CHECK YES only if demanded in complaint: JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY (See instructions): JUDGE DOCKET NUMBER

DATE: Apr 12, 2022 SIGNATURE OF ATTORNEY OF RECORD: /s/ Tracy S. Combs

FOR OFFICE USE ONLY: RECEIPT # AMOUNT APPLYING IFF JUDGE MAG. JUDGE

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I.(a) **Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
- (b) **County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)
- (c) **Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".
- II. **Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
 United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here.
 United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.
 Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
 Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; NOTE: federal question actions take precedence over diversity cases.)
- III. **Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. **Nature of Suit.** Place an "X" in the appropriate box. If there are multiple nature of suit codes associated with the case, pick the nature of suit code that is most applicable. Click here for: [Nature of Suit Code Descriptions](#).
- V. **Origin.** Place an "X" in one of the seven boxes.
 Original Proceedings. (1) Cases which originate in the United States district courts.
 Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441.
 Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
 Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
 Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
 Multidistrict Litigation – Transfer. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407.
 Multidistrict Litigation – Direct File. (8) Check this box when a multidistrict case is filed in the same district as the Master MDL docket.
PLEASE NOTE THAT THERE IS NOT AN ORIGIN CODE 7. Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.
- VI. **Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service.
- VII. **Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.
 Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.
 Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. **Related Cases.** This section of the JS 44 is used to reference related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

Date and Attorney Signature. Date and sign the civil cover sheet.

ATTACHMENT TO CIVIL COVER SHEET
SEC V. MATTHEW WADE BEASLEY, ET AL.

ATTORNEYS FOR DEFENDANTS AND RELIEF DEFENDANTS:

Garrett Ogata, Esq.
Law Offices of Garrett T. Ogata
2880 W. Sahara Avenue
Las Vegas NV 89102
(702) 366-0891
Counsel for Defendant Matthew Wade Beasley

Kamille Dean, Esq.
Law Office of Kamille Dean P.L.C
4545 N. 36th St. Ste 202
Phoenix, AZ 85018
(602) 252-5601
Counsel for Defendant Jeffrey J. Judd and Relief Defendant The Judd Irrevocable Trust

Peter S. Christiansen, Esq.
Christiansen Trial Lawyers
710 S 7th Street
Las Vegas, NV 89101
702-357-9977
Counsel for Defendant Christopher R. Humphries

Kevin Anderson, Esq.
Fabian Van Cott
215 South State Street Suite 1200
Salt Lake City, Utah 84111
702.333.8861
801.323.2225
Counsel for Defendants J&J Consulting Services, Inc. (Alaska), J&J Consulting Services, Inc. (Nevada), and J and J Purchasing LLC

T. Louis Palazzo, Esq.
Palazzo Law Firm
520 S 4th St
Las Vegas, NV 89101
(702) 385-3850
Counsel for Defendant Shane M. Jager

Thomas Ericsson, Esq.
Oronez & Ericsson LLC
1050 Indigo Dr, #120
Las Vegas, NV 89145

702-766-9432

Counsel for Defendant Jason M. Jongeward

Lance A. Maningo, Esq.

Maningo Law

400 S 4th St, Ste 650

Las Vegas, NV 89101

(702) 626-4646

Counsel for Defendant Denny Seybert

Dyke Huish, Esq.

Huish Law Firm

26161 Marguerite Pkwy, Ste B

Mission Viejo, CA 92692

949-837-8600

Counsel for Defendant Roland Tanner

DEFENDANTS:

Matthew Wade Beasley;

Beasley Law Group PC;

Jeffrey J. Judd;

Christopher R. Humphries;

J&J Consulting Services, Inc., an Alaska corporation;

J&J Consulting Services, Inc., a Nevada Corporation;

J and J Purchasing LLC;

Shane M. Jager;

Jason M. Jongeward;

Denny Seybert;

Roland Tanner

RELIEF DEFENDANTS:

The Judd Irrevocable Trust;

PAJ Consulting Inc;

BJ Holdings LLC;

Stirling Consulting, L.L.C.;

CJ Investments, LLC;

JL2 Investments, LLC;

Rocking Horse Properties, LLC;

Triple Threat Basketball, LLC;

ACAC LLC;

Anthony Michael Alberto, Jr.;

Monty Crew LLC

Securities and Exchange Commission v. Beasley, et al.

Case No. _____

Complaint

Index of Exhibits

Exh. No.	Description	Date
A	Example of Fake Purchase Agreement	12.18.2020
B	Example of Investor Agreement	12.29.2020
C	Example of Buyer Agreement	10.19.2021
D	Confidential Private Placement Memorandum ("PPM")	12.02.2021

<input checked="" type="checkbox"/> FILED	<input type="checkbox"/> LODGED
<input type="checkbox"/> RECEIVED	<input type="checkbox"/> COPY
AUG 05 2022	
CLERK U S DISTRICT COURT DISTRICT OF ARIZONA	
BY _____	DEPUTY _____

1 TRACY S. COMBS (California Bar No. 298664)
 Email: combst@sec.gov
 2 CASEY R. FRONK (Illinois Bar No. 6296535)
 Email: fronkc@sec.gov
 3 SECURITIES AND EXCHANGE COMMISSION
 351 South West Temple, Suite 6.100
 4 Salt Lake City, Utah 84101
 Tel: (801) 524-5796
 5 Fax: (801) 524-3558

6 **UNITED STATES DISTRICT COURT
 FOR THE DISTRICT OF NEVADA**

7 **MC22-00034-PHX**

8 SECURITIES AND EXCHANGE
 COMMISSION,

Case No.: 2:22-cv-00612

9 Plaintiff,

Judge: James C. Mahan

10 vs.

Magistrate Judge: Elayna J. Youchah

11 MATTHEW WADE BEASLEY; BEASLEY
 LAW GROUP PC; JEFFREY J. JUDD;
 12 CHRISTOPHER R. HUMPHRIES; J&J
 CONSULTING SERVICES, INC., an Alaska
 Corporation; J&J CONSULTING SERVICE,
 13 INC., a Nevada Corporation; J AND J
 PURCHASING LLC; SHANE M. JAGER;
 14 JASON M. JONGEWARD; DENNY
 SEYBERT; and ROLAND TANNER;

15 **ORDER APPOINTING
 RECEIVER**

16 Defendants;

17 THE JUDD IRREVOCABLE TRUST; PAJ
 CONSULTING INC; BJ HOLDINGS LLC;
 18 STIRLING CONSULTING, L.L.C.; CJ
 INVESTMENTS, LLC; JL2
 INVESTMENTS, LLC; ROCKING HORSE
 19 PROPERTIES, LLC; TRIPLE THREAT
 BASKETBALL, LLC; ACAC LLC;
 20 ANTHONY MICHAEL ALBERTO, JR.; and
 21 MONTY CREW LLC;

22 Relief Defendants.
 23

1 **WHEREAS** this matter has come before this Court upon motion of the Plaintiff U.S.
2 Securities and Exchange Commission (“SEC”, “Commission” or “Plaintiff”) to appoint a
3 receiver in the above-captioned action and for related relief;

4 **WHEREAS** the Court has found based on the evidence presented and record in this case
5 that the Commission has made a proper *prima facie* showing that Defendants directly and
6 indirectly engaged in violations of the federal securities laws as alleged in the Complaint, and
7 thus, the equity jurisdiction of this Court has been properly invoked and the Court possesses the
8 power and authority to fashion appropriate remedies and relief;

9 **WHEREAS** the Court finds that, based on the record in these proceedings, the
10 appointment of a receiver in this action is necessary and appropriate for the purposes of
11 marshaling and preserving all assets of the Defendants and those assets of certain Relief
12 Defendants that: (a) are attributable to funds derived from investors or clients of the Defendants;
13 (b) are held in constructive trust for the Defendants; (c) were fraudulently transferred by the
14 Defendants; and/or (d) may otherwise be includable as assets of the estates of the Defendants;

15 **WHEREAS** this Court has subject matter jurisdiction over this action and personal
16 jurisdiction over the Defendants and Relief Defendants, has jurisdiction to determine the
17 applicability of the automatic stay to this action, and venue properly lies in this district; and

18 **WHEREAS**, the Court finds that the Commission has brought this action to enforce the
19 federal securities laws, in furtherance of the Commission’s police and regulatory powers, and the
20 relief sought by the Commission and provided in this Order is in the public interest by preserving
21 the illicit proceeds of fraudulent conduct, penalizing past unlawful conduct and deterring future
22 wrongdoing, and is not in furtherance of a pecuniary purpose, and therefore, the Court concludes
23 that the entry of this Order is excepted from the automatic stay pursuant to Section 362(b)(4) of
24 the Bankruptcy Code, 11 U.S.C. §362(b)(4).

25 //

26 //

27 //

28 //

1 **NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED**
2 **THAT:**

3 1. This Court hereby takes exclusive jurisdiction and possession of the assets, of
4 whatever kind and wherever situated, of the following Defendants and/or Relief Defendants:
5 J&J Consulting Services, Inc., an Alaska corporation; J&J Consulting Services, Inc., a Nevada
6 corporation; J and J Purchasing LLC; The Judd Irrevocable Trust; and BJ Holdings LLC
7 (collectively, the "J&J Receivership Defendants").

8 2. Subject to further order of the Court, the Court shall not take exclusive
9 jurisdiction and possession of the assets of Defendant Beasley Law Group PC, except for the
10 Wells Fargo Interest On Lawyers' Trust Account ("IOLTA") No. XXXXXX5598 in the name of
11 Beasley Law Group PC (the "Beasley IOLTA").

12 3. This Court hereby takes exclusive jurisdiction and possession of the personal
13 assets, of whatever kind and wherever situated, of the following Defendants: Matthew Wade
14 Beasley; Jeffrey J. Judd; Christopher R. Humphries; Shane M. Jager; Jason M. Jongeward;
15 Denny Seybert; and Roland Tanner (collectively, the "Individual Receivership Defendants", and
16 together with the J&J Receivership Defendants and the Beasley IOLTA, the "Receivership
17 Defendants").

18 4. Until further Order of this Court, **GEOFF WINKLER** of **AMERICAN**
19 **FIDUCIARY SERVICES LLC** (the "Receiver") is hereby appointed to serve without bond as
20 receiver for the estates of the J&J Receivership Defendants, the assets of the Beasley IOLTA,
21 and the assets of the Individual Receivership Defendants (collectively, the "Receivership
22 Estate"). In addition to and independent of his appointment as Receiver, pursuant to the Court's
23 equitable powers and inherent authority, the Court further appoints **GEOFF WINKLER** as the
24 sole and exclusive officer, director and managing member of each of the J&J Receivership
25 Defendants.

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1 **I. GENERAL POWERS AND DUTIES OF RECEIVER**

2 5. The Receiver shall have all powers, authorities, rights and privileges heretofore
3 possessed by the officers, directors, managers and general and limited partners of the J&J
4 Receivership Defendants under applicable state and federal law, by the governing charters, by-
5 laws, articles and/or agreements in addition to all powers and authority of a receiver at equity,
6 and all powers conferred upon a receiver by the provisions of 28 U.S.C. §§ 754, 959 and 1692,
7 and Federal Rule of Civil Procedure 66.

8 6. The trustees, directors, officers, managers, employees, investment advisors,
9 accountants, attorneys and other agents of the J&J Receivership Defendants shall have no
10 authority with respect to the J&J Receivership Defendants' operations or assets, except to the
11 extent as may hereafter be expressly granted by the Receiver. The Receiver shall assume control
12 of the J&J Receivership Defendants' assets and any affiliated entities owned or controlled by the
13 J&J Receivership Defendants and shall pursue and preserve all of their claims.

14 7. Subject to the specific provisions in Sections III through XIV, below, the
15 Receiver shall have the following general powers and duties:

- 16 A. To use reasonable efforts to determine the nature, location and value of all
17 property interests of the Receivership Defendants, including, but not
18 limited to, monies, funds, securities, credits, effects, goods, chattels, lands,
19 premises, leases, claims, rights and other assets, together with all rents,
20 profits, dividends, interest or other income attributable thereto, of
21 whatever kind, which the Receivership Defendants own, possess, have a
22 beneficial interest in, or control directly or indirectly (collectively,
23 "Receivership Property");
- 24 B. To take custody, control and possession of all Receivership Property and
25 records relevant thereto from the Receivership Defendants; to sue for and
26 collect, recover, receive and take into possession from third parties all
27 Receivership Property and records relevant thereto;
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- 1 C. To manage, control, operate and maintain the Receivership Estate and
- 2 hold in his possession, custody and control all Receivership Property,
- 3 pending further Order of this Court;
- 4 D. To use Receivership Property for the benefit of the Receivership Estate,
- 5 making payments and disbursements and incurring expenses as may be
- 6 necessary or advisable in the ordinary course of business in discharging
- 7 his duties as Receiver;
- 8 E. To take any action which, prior to the entry of this Order, could have been
- 9 taken by the officers, directors, partners, managers, trustees and agents of
- 10 the Receivership Defendants;
- 11 F. To engage and employ persons in his discretion, subject to approval of the
- 12 Court, to assist him in carrying out his duties and responsibilities
- 13 hereunder, including, but not limited to, accountants, attorneys, securities
- 14 traders, registered representatives, financial or business advisers,
- 15 liquidating agents, real estate agents, forensic experts, brokers, traders or
- 16 auctioneers;
- 17 G. To take such action as necessary and appropriate for the preservation of
- 18 Receivership Property or to prevent the dissipation or concealment of
- 19 Receivership Property;
- 20 H. To issue subpoenas for documents and testimony consistent with the
- 21 Federal Rules of Civil Procedure, without further Court order;
- 22 I. To bring such legal actions based on law or equity in any state, federal, or
- 23 foreign court as the Receiver deems necessary or appropriate in
- 24 discharging his duties as Receiver;
- 25 J. To pursue, resist and defend all suits, actions, claims and demands which
- 26 may now be pending or which may be brought by or asserted against the
- 27 Receivership Estate; and,
- 28 K. To take such other action as may be approved by this Court.

1 **II. ACCESS TO INFORMATION**

2 8. The Individual Receivership Defendants and the past and/or present officers,
3 directors, agents, managers, general and limited partners, trustees, attorneys, accountants and
4 employees of the J&J Receivership Defendants, are hereby ordered and directed to preserve and
5 turn over to the Receiver forthwith all paper and electronic information of, and/or relating to, the
6 Receivership Defendants and/or all Receivership Property; such information shall include but not
7 be limited to books, records, documents, accounts and all other instruments and papers.

8 9. Within fourteen (14) days of the entry of this Order, the Individual Receivership
9 Defendants shall file with the Court and serve upon the Receiver and the Commission a sworn
10 statement, listing: (a) the identity, location and estimated value of all Receivership Property; (b)
11 all employees (and job titles thereof), other personnel, attorneys, accountants and any other
12 agents or contractors of the Receivership Defendants; and, (c) the names, addresses and amounts
13 of claims of all known creditors of the Receivership Defendants.

14 10. Within thirty (30) days of the entry of this Order, the Individual Receivership
15 Defendants shall file with the Court and serve upon the Receiver and the Commission a sworn
16 statement and accounting, with complete documentation, covering the period from January 1,
17 2016 to the present:

- 18 A. Of all Receivership Property, wherever located, held by or in the name of
19 the Receivership Defendants, or in which any of them, directly or
20 indirectly, has or had any beneficial interest, or over which any of them
21 maintained or maintains and/or exercised or exercises control, including,
22 but not limited to: (a) all securities, investments, funds, real estate,
23 automobiles, jewelry and other assets, stating the location of each; and/or
24 (b) any and all accounts, including all funds held in such accounts, with
25 any bank, brokerage or other financial institution held by, in the name of,
26 or for the benefit of any of them, directly or indirectly, or over which any
27 of them maintained or maintains and/or exercised or exercises any direct
28 or indirect control, or in which any of them had or has a direct or indirect

1 beneficial interest, including the account statements from each bank,
2 brokerage or other financial institution, and/or law or professional firm
3 holding a retainer;

4 B. Identifying every account at every bank, brokerage or other financial
5 institution: (a) over which Receivership Defendants have signatory
6 authority; and (b) opened by, in the name of, or for the benefit of, or used
7 by, the Receivership Defendants;

8 C. Identifying all credit, bank, charge, debit or other deferred payment card
9 issued to or used by each Receivership Defendant or for which such
10 Receivership Defendant may be liable, including but not limited to the
11 issuing institution, the card or account number(s), all persons or entities to
12 which a card was issued and/or with authority to use a card, the balance of
13 each account and/or card as of the most recent billing statement, and all
14 statements for the last twelve months;

15 D. Of all assets received by any of them from any person or entity, including
16 the value, location, and disposition of any assets so received;

17 E. Of all funds received by the Receivership Defendants, and each of them,
18 in any way related, directly or indirectly, to the conduct alleged in the
19 Commission's Complaint. The submission must clearly identify, among
20 other things, all investors, the securities they purchased, the date and
21 amount of their investments, and the current location of such funds;

22 F. Of all expenditures exceeding \$1,000 made by any of them, including
23 those made on their behalf by any person or entity; and

24 G. Of all transfers of assets made by any of them.

25 11. Within thirty (30) days of the entry of this Order, the Receivership Defendants
26 shall provide to the Receiver and the Commission copies of the Receivership Defendants' federal
27 income tax returns for January 1, 2016 to the present with all relevant and necessary underlying
28 documentation.

1 12. The Individual Receivership Defendants and the J&J Receivership Defendants'
2 past and/or present officers, directors, agents, attorneys, managers, shareholders, employees,
3 accountants, debtors, creditors, managers and general and limited partners, and other appropriate
4 persons or entities shall answer under oath to the Receiver all questions which the Receiver may
5 put to them and produce all documents as required by the Receiver regarding the business of the
6 Receivership Defendants, or any other matter relevant to the operation or administration of the
7 receivership or the collection of funds due to the Receivership Defendants. In the event that the
8 Receiver deems it necessary to require the appearance of the aforementioned persons or entities,
9 the Receiver shall make its discovery requests in accordance with the Federal Rules of Civil
10 Procedure.

11 13. The Receiver may issue subpoenas to compel testimony of persons or production
12 of records, consistent with the Federal Rules of Civil Procedure and applicable Local Rules,
13 except for the provisions of Federal Rule of Civil Procedure 26(d)(1), concerning any subject
14 matter within the powers and duties granted by this Order, without further order of the Court.

15 14. The Receivership Defendants are required to assist the Receiver in fulfilling his
16 duties and obligations. As such, they must respond promptly and truthfully to all requests for
17 information and documents from the Receiver.

18 **III. ACCESS TO BOOKS, RECORDS AND ACCOUNTS**

19 15. The Receiver is authorized to take immediate possession of all assets, bank
20 accounts or other financial accounts, books and records and all other documents or instruments
21 relating to the J&J Receivership Defendants. The Receiver is authorized to take immediate
22 possession of all assets, bank accounts or other financial accounts, books and records and all
23 other documents or instruments for the Individual Receivership Defendants upon application to
24 the Court. All persons and entities having control, custody or possession of any Receivership
25 Property are hereby directed to turn such property over to the Receiver.

26 16. The Receivership Defendants, as well as their agents, servants, employees,
27 attorneys, any persons acting for or on behalf of the Receivership Defendants, and any persons
28 receiving notice of this Order by personal service, facsimile transmission or otherwise, having

1 possession of the property, business, books, records, accounts or assets of the Receivership
2 Defendants are hereby directed to deliver the same to the Receiver, his agents and/or employees.

3 17. All banks, brokerage firms, financial institutions, and other persons or entities
4 which have possession, custody or control of any assets or funds held by, in the name of, or for
5 the benefit of, directly or indirectly, and of the Receivership Defendants that receive actual
6 notice of this Order by personal service, facsimile transmission or otherwise shall:

- 7 A. Not liquidate, transfer, sell, convey or otherwise transfer any assets, securities,
8 funds, or accounts in the name of or for the benefit of the Receivership
9 Defendants except upon instructions from the Receiver;
- 10 B. Not exercise any form of set-off, alleged set-off, lien, or any form of self-help
11 whatsoever, or refuse to transfer any funds or assets to the Receiver's control
12 without the permission of this Court;
- 13 C. Within five (5) business days of receipt of that notice, file with the Court and
14 serve on the Receiver and counsel for the Commission a certified statement
15 setting forth, with respect to each such account or other asset, the balance in the
16 account or description of the assets as of the close of business on the date of
17 receipt of the notice; and,
- 18 D. Cooperate expeditiously in providing information and transferring funds, assets
19 and accounts to the Receiver or at the direction of the Receiver.

20 **IV. ACCESS TO REAL AND PERSONAL PROPERTY**

21 18. The Receiver is authorized to take immediate control of all personal property of
22 the Receivership Defendants, including jewelry, artwork, and other valuables.

23 19. The Receiver is authorized to take immediate control of all real property of the
24 Receivership Defendants, wherever located, including but not limited to all ownership and
25 leasehold interests and fixtures. Upon receiving actual notice of this Order by personal service,
26 facsimile transmission or otherwise, all persons other than law enforcement officials acting
27 within the course and scope of their official duties, are (without the express written permission of
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1 the Receiver) prohibited from: (a) entering such premises; (b) removing anything from such
2 premises; or, (c) destroying, concealing or erasing anything on such premises.

3 20. In order to execute the express and implied terms of this Order, the Receiver is
4 authorized to change door locks to any premises used by the J&J Receivership Defendants. The
5 Receiver shall have exclusive control of the keys. The J&J Receivership Defendants, or any
6 other person acting or purporting to act on their behalf, are ordered not to change the locks in any
7 manner, nor to have duplicate keys made, nor shall they have keys in their possession during the
8 term of the receivership.

9 21. The Receiver is authorized to open all mail directed to or received by or at the
10 offices or post office boxes of the J&J Receivership Defendants, and to inspect all mail opened
11 prior to the entry of this Order, to determine whether items or information therein fall within the
12 mandates of this Order.

13 22. Upon the request of the Receiver and direction of the Court, the United States
14 Marshal Service, in any judicial district, is hereby ordered to assist the Receiver in carrying out
15 his duties to take possession, custody and control of, or identify the location of, any assets,
16 records or other materials belonging to the Receivership Estate.

17 **V. NOTICE TO THIRD PARTIES**

18 23. The Receiver shall promptly give notice of his appointment to all known officers,
19 directors, agents, employees, shareholders, creditors, debtors, managers and general and limited
20 partners of the Receivership Defendants, as the Receiver deems necessary or advisable to
21 effectuate the operation of the receivership.

22 24. All persons and entities owing any obligation, debt, or distribution with respect to
23 an ownership interest to any Receivership Defendant shall, until further ordered by this Court,
24 pay all such obligations in accordance with the terms thereof to the Receiver and its receipt for
25 such payments shall have the same force and effect as if the Receivership Defendant had
26 received such payment.

27 25. In furtherance of his responsibilities in this matter, the Receiver is authorized to
28 communicate with, and/or serve this Order upon, any person, entity or government office that he

1 deems appropriate to inform them of the status of this matter and/or the financial condition of the
2 Receivership Estate. All government offices which maintain public files of security interests in
3 real and personal property shall, consistent with such office's applicable procedures, record this
4 Order upon the request of the Receiver or the SEC.

5 26. The Receiver is authorized to instruct the United States Postmaster to hold and/or
6 reroute mail which is related, directly or indirectly, to the business, operations or activities of any
7 of the J&J Receivership Defendants (the "Receiver's Mail"), including all mail addressed to, or
8 for the benefit of, the J&J Receivership Defendants. The Postmaster shall not comply with, and
9 shall immediately report to the Receiver, any change of address or other instruction given by
10 anyone other than the Receiver concerning the Receiver's Mail. The J&J Receivership
11 Defendants shall not open any of the Receiver's Mail and shall immediately turn over such mail,
12 regardless of when received, to the Receiver. The foregoing instructions shall apply to any
13 proprietor, whether individual or entity, of any private mail box, depository, business or service,
14 or mail courier or delivery service, hired, rented or used by the J&J Receivership Defendants.
15 The J&J Receivership Defendants shall not open a new mailbox, or take any steps or make any
16 arrangements to receive mail in contravention of this Order, whether through the U.S. mail, a
17 private mail depository or courier service.

18 27. Subject to payment for services provided, any entity furnishing water, electric,
19 telephone, sewage, garbage or trash removal services to the Receivership Defendants shall
20 maintain such service and transfer any such accounts to the Receiver unless instructed to the
21 contrary by the Receiver.

22 28. The Receiver is authorized to assert, prosecute and/or negotiate any claim under
23 any insurance policy held by or issued on behalf of the Receivership Defendants, or their
24 officers, directors, agents, employees or trustees, and to take any and all appropriate steps in
25 connection with such policies.

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1 **VI. INJUNCTION AGAINST INTERFERENCE WITH RECEIVER**

2 29. The Receivership Defendants and all persons receiving notice of this Order by
3 personal service, facsimile or otherwise, are hereby restrained and enjoined from directly or
4 indirectly taking any action or causing any action to be taken, without the express written
5 agreement of the Receiver, which would:

- 6 A. Interfere with the Receiver's efforts to take control, possession, or management of
7 any Receivership Property; such prohibited actions include but are not limited to,
8 using self-help or executing or issuing or causing the execution or issuance of any
9 court attachment, subpoena, replevin, execution, or other process for the purpose
10 of impounding or taking possession of or interfering with or creating or enforcing
11 a lien upon any Receivership Property;
- 12 B. Hinder, obstruct or otherwise interfere with the Receiver in the performance of his
13 duties; such prohibited actions include but are not limited to, concealing,
14 destroying or altering records or information;
- 15 C. Dissipate or otherwise diminish the value of any Receivership Property; such
16 prohibited actions include but are not limited to, releasing claims or disposing,
17 transferring, exchanging, assigning or in any way conveying any Receivership
18 Property, enforcing judgments, assessments or claims against any Receivership
19 Property or any Receivership Defendant, attempting to modify, cancel, terminate,
20 call, extinguish, revoke or accelerate (the due date), of any lease, loan, mortgage,
21 indebtedness, security agreement or other agreement executed by any
22 Receivership Defendant or which otherwise affects any Receivership Property; or,
- 23 D. Interfere with or harass the Receiver, or interfere in any manner with the
24 exclusive jurisdiction of this Court over the Receivership Estate.

25 30. The Receivership Defendants shall cooperate with and assist the Receiver in the
26 performance of his duties.

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1 **VIII. MANAGING ASSETS**

2 35. For each of the Receivership Estate, the Receiver shall establish one or more
3 custodial accounts at a federally insured bank to receive and hold all cash equivalent
4 Receivership Property (the "Receivership Funds").

5 36. The Receiver's deposit account shall be entitled "Receiver's Account, Estate of
6 SEC v. Beasley, et al. Receivership Defendants" together with the name of the action.

7 37. The Receiver may, without further Order of this Court, incur expenses in the
8 ordinary course of business, except for professional fees, in an amount not to exceed \$25,000, on
9 terms and in the manner the Receiver deems most beneficial to the Receivership Estate.

10 38. Upon appropriate order of the Court, subject to Paragraph 40, immediately below,
11 the Receiver is authorized to locate, list for sale or lease, engage a broker for sale or lease, cause
12 the sale or lease, and take all necessary and reasonable actions to cause the sale or lease of all
13 real or personal property in the Receivership Estate, either at public or private sale, on terms and
14 in the manner the Receiver deems most beneficial to the Receivership Estate, and with due
15 regard to the realization of the true and proper value of such real or personal property.

16 39. Upon further Order of this Court, pursuant to such procedures as may be required
17 by this Court and additional authority such as 28 U.S.C. §§ 2001 and 2004, the Receiver will be
18 authorized to sell, and transfer clear title to, all real property in the Receivership Estate. The
19 Receiver shall take all legal steps necessary to obtain authority to obtain control over real or
20 personal property including making any necessary filings in the counties where such properties
21 are located.

22 40. The Receiver is authorized to take all actions to manage, maintain, and/or wind-
23 down business operations of the Receivership Estate, including making legally required
24 payments to creditors, employees, and agents of the Receivership Estate and communicating
25 with vendors, investors, governmental and regulatory authorities, and others, as appropriate,
26 subject to Paragraph 38.

27 41. If appropriate, the Receiver shall take all necessary steps to enable the
28 Receivership Funds to obtain and maintain the status of a taxable "Settlement Fund," within the

1 meaning of Section 468B of the Internal Revenue Code and of the regulations, when applicable,
2 whether proposed, temporary or final, or pronouncements thereunder, including the filing of the
3 elections and statements contemplated by those provisions. The Receiver shall be designated the
4 administrator of the Settlement Fund, pursuant to Treas. Reg. § 1.468B-2(k)(3)(i), and shall
5 satisfy the administrative requirements imposed by Treas. Reg. § 1.468B-2, including but not
6 limited to (a) obtaining a taxpayer identification number, (b) timely filing applicable federal,
7 state, and local tax returns and paying taxes reported thereon, and (c) satisfying any information,
8 reporting or withholding requirements imposed on distributions from the Settlement Fund. The
9 Receiver shall cause the Settlement Fund to pay taxes in a manner consistent with treatment of
10 the Settlement Fund as a “Qualified Settlement Fund.” The Receivership Defendants shall
11 cooperate with the Receiver in fulfilling the Settlement Funds’ obligations under Treas. Reg.
12 § 1.468B-2.

13 **IX. INVESTIGATE AND PROSECUTE CLAIMS**

14 42. Subject to the requirement, in Section VII above, that leave of this Court is
15 required to resume or commence certain litigation, the Receiver is authorized, empowered and
16 directed to investigate, prosecute, defend, intervene in or otherwise participate in, compromise,
17 and/or adjust actions in any state, federal or foreign court or proceeding of any kind as may in his
18 discretion, and in consultation with Commission counsel, be advisable or proper to recover
19 and/or conserve Receivership Property.

20 43. Subject to his obligation to expend receivership funds in a reasonable and cost-
21 effective manner, the Receiver is authorized, empowered and directed to investigate the manner
22 in which the financial and business affairs of the Receivership Defendants were conducted and
23 (after obtaining leave of this Court) to institute such actions and legal proceedings, for the benefit
24 and on behalf of the Receivership Estate, as the Receiver deems necessary and appropriate; the
25 Receiver may seek, among other legal and equitable relief, the imposition of constructive trusts,
26 disgorgement of profits, asset turnover, avoidance of fraudulent transfers, rescission and
27 restitution, collection of debts, and such other relief from this Court as may be necessary to
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1 enforce this Order. Where appropriate, the Receiver should provide prior notice to Counsel for
2 the Commission before commencing investigations and/or actions.

3 44. The Receiver hereby holds, and is therefore empowered to waive, all privileges,
4 including the attorney-client privilege, held by all J&J Receivership Defendants.

5 45. The Receiver has a continuing duty to ensure that there are no conflicts of interest
6 between the Receiver, his Retained Personnel (as that term is defined below), and the
7 Receivership Estate.

8 **X. BANKRUPTCY MATTERS**

9 46. Effective immediately, the Receiver, as sole and exclusive officer, director and
10 managing member, of Defendant J & J Consulting Services, Inc. (a Nevada corporation) and J
11 and J Purchasing LLC (together, "the J&J Debtors") shall possess sole and exclusive authority
12 and control over the J&J Debtors, as debtors-in-possession, in their respective Chapter 11 cases
13 (the "Bankruptcy Cases") pending in the U.S. Bankruptcy Court for the District of Nevada (the
14 "Bankruptcy Court"). The employment of any and all other officers, directors, managers or
15 other employees of either of the J&J Debtors (including Peter Kravitz, as Chief Restructuring
16 Officer) is and are hereby terminated by the Court. All such persons shall comply with the
17 applicable provisions of this Order.

18 47. Within thirty (30) days of the entry of this Order, the Receiver shall report to this
19 Court as to whether the Bankruptcy Cases should continue in Chapter 11, or be converted to
20 Chapter 7, dismissed or suspended during the course of the receivership. The Receiver shall file
21 the appropriate pleadings with the Court and the Bankruptcy Court effectuating this Order.

22 48. The Receiver may seek authorization of this Court to file petitions for relief under
23 Title 11 of the United States Code (the "Bankruptcy Code") for other Receivership Defendants.
24 If a J&J Receivership Defendant is placed in Chapter 11 bankruptcy proceedings, the Receiver,
25 pursuant to the powers provided herein, shall become, and shall be empowered to operate each of
26 the J&J Receivership Defendants as a debtor in possession. In such a situation, the Receiver
27 shall have all of the powers and duties as provided a debtor in possession under the Bankruptcy
28 Code to the exclusion of any other person or entity. Pursuant to Paragraph 4 above, the Receiver

1 is vested with management authority for all J&J Receivership Defendants and may therefore file
2 and manage a Chapter 11 petition.

3 49. All persons and entities, other than the Receiver, are barred from commencing
4 any bankruptcy proceedings against any of the Receivership Defendants.

5 **XI. LIABILITY OF RECEIVER**

6 50. Until further Order of this Court, the Receiver shall not be required to post bond
7 or give an undertaking of any type in connection with his fiduciary obligations in this matter.

8 51. The Receiver and his agents, acting within scope of such agency (“Retained
9 Personnel”) are entitled to rely on all outstanding rules of law and Orders of this Court and shall
10 not be liable to anyone for their own good faith compliance with any order, rule, law, judgment,
11 or decree. In no event shall the Receiver or Retained Personnel be liable to anyone for their
12 good faith compliance with their duties and responsibilities as Receiver or Retained Personnel,
13 nor shall the Receiver or Retained Personnel be liable to anyone for any actions taken or omitted
14 by them except upon a finding by this Court that they acted or failed to act as a result of
15 malfeasance, bad faith, gross negligence, or in reckless disregard of their duties.

16 52. This Court shall retain jurisdiction over any action filed against the Receiver or
17 Retained Personnel based upon acts or omissions committed in their representative capacities.

18 53. In the event the Receiver decides to resign, the Receiver shall first give written
19 notice to the Commission’s counsel of record and the Court of its intention, and the resignation
20 shall not be effective until the Court appoints a successor. The Receiver shall then follow such
21 instructions as the Court may provide.

22 **XII. RECOMMENDATIONS AND REPORTS**

23 54. The Receiver is authorized, empowered and directed to develop a plan for the fair,
24 reasonable, and efficient recovery and liquidation of all remaining, recovered, and recoverable
25 Receivership Property (the “Liquidation Plan”).

26 55. Within ninety (90) days of the entry date of this Order, the Receiver shall file a
27 preliminary plan for the liquidation of assets in the above-captioned action, with service copies
28 to counsel of record. This time may be altered based on appropriate motion to the Court.

1 56. Within thirty (30) days after the end of each calendar quarter, the Receiver shall
2 file and serve a full report and accounting of each Receivership Estate (the “Quarterly Status
3 Report”), reflecting (to the best of the Receiver’s knowledge as of the period covered by the
4 report) the existence, value, and location of all Receivership Property, and of the extent of
5 liabilities, both those claimed to exist by others and those the Receiver believes to be legal
6 obligations of the Receivership Estate.

7 57. The Quarterly Status Report shall contain the following:

- 8 A. A summary of the operations of the Receiver;
- 9 B. The amount of cash on hand, the amount and nature of accrued administrative
10 expenses, and the amount of unencumbered funds in the estate;
- 11 C. A schedule of all the Receiver’s receipts and disbursements (attached as Exhibit A
12 to the Quarterly Status Report), with one column for the quarterly period covered
13 and a second column for the entire duration of the receivership;
- 14 D. A description of all known Receivership Property, including approximate or
15 actual valuations, anticipated or proposed dispositions, and reasons for retaining
16 assets where no disposition is intended;
- 17 E. A description of liquidated and unliquidated claims held by the Receivership
18 Estate, including the need for forensic and/or investigatory resources;
19 approximate valuations of claims; and anticipated or proposed methods of
20 enforcing such claims (including likelihood of success in: (i) reducing the claims
21 to judgment; and, (ii) collecting such judgments);
- 22 F. A list of all known creditors with their addresses and the amounts of their claims;
- 23 G. The status of Creditor Claims Proceedings, after such proceedings have been
24 commenced; and,
- 25 H. The Receiver’s recommendations for a continuation or discontinuation of the
26 receivership and the reasons for the recommendations.

27 58. On the request of the Commission, the Receiver shall provide the Commission
28 with any documentation that the Commission deems necessary to meet its reporting

1 requirements, that is mandated by statute or Congress, or that is otherwise necessary to further
2 the Commission's mission.

3 **XIII. FEES, EXPENSES AND ACCOUNTINGS**

4 59. Subject to Paragraphs 61—67 immediately below, the Receiver need not obtain
5 Court approval prior to the disbursement of Receivership Funds for expenses in the ordinary
6 course of the administration and operation of the receivership. Further, prior Court approval is
7 not required for payments of applicable federal, state or local taxes.

8 60. Subject to Paragraph 62 immediately below, the Receiver is authorized to solicit
9 persons and entities ("Retained Personnel") to assist him in carrying out the duties and
10 responsibilities described in this Order. The Receiver shall not engage any Retained Personnel
11 without first obtaining an Order of the Court authorizing such engagement.

12 61. The Receiver and Retained Personnel are entitled to reasonable compensation and
13 expense reimbursement from the Receivership Estate as described in the "Billing Instructions for
14 Receivers in Civil Actions Commenced by the U.S. Securities and Exchange Commission" (the
15 "Billing Instructions") agreed to by the Receiver. Such compensation shall require the prior
16 approval of the Court.

17 62. Within forty-five (45) days after the end of each calendar quarter, the Receiver
18 and Retained Personnel shall apply to the Court for compensation and expense reimbursement
19 from the Receivership Estate (the "Quarterly Fee Applications"). At least thirty (30) days prior to
20 filing each Quarterly Fee Application with the Court, the Receiver will serve upon counsel for the SEC
21 a complete copy of the proposed Application, together with all exhibits and relevant billing
22 information in a format to be provided by SEC staff.

23 63. All Quarterly Fee Applications will be interim and will be subject to cost benefit
24 and final reviews at the close of the receivership. At the close of the receivership, the Receiver
25 will file a final fee application, describing in detail the costs and benefits associated with all
26 litigation and other actions pursued by the Receiver during the course of the receivership.

27 64. Quarterly Fee Applications may be subject to a holdback in the amount of 20% of
28 the amount of fees and expenses for each application filed with the Court. The total amounts

held back during the course of the receivership will be paid out at the discretion of the Court as part of the final fee application submitted at the close of the receivership.

65. Each Quarterly Fee Application shall:

A. Comply with the terms of the Billing Instructions agreed to by the Receiver; and,

B. Contain representations (in addition to the Certification required by the Billing Instructions) that: (i) the fees and expenses included therein were incurred in the best interests of the Receivership Estate; and, (ii) with the exception of the Billing Instructions, the Receiver has not entered into any agreement, written or oral, express or implied, with any person or entity concerning the amount of compensation paid or to be paid from the Receivership Estate, or any sharing thereof.

66. At the close of the Receivership, the Receiver shall submit a Final Accounting, in a format to be provided by SEC staff, as well as the Receiver's final application for compensation and expense reimbursement.

IT IS SO ORDERED.

Date: June 3, 2022

James C. Mahan
JAMES C. MAHAN
UNITED STATES DISTRICT JUDGE

Presented by:
Tracy S. Combs
Casey R. Fronk
Attorneys for Plaintiff
Securities and Exchange Commission

I hereby attest and certify on 6/6/22
that the foregoing document is a full, true
and correct copy of the original on file in my
legal custody.

CLERK, U.S. DISTRICT COURT
DISTRICT OF NEVADA

By L. [Signature] Deputy Clerk



1 DAVID R. ZARO (BAR NO. 124334)
 2 JOSHUA A. DEL CASTILLO (BAR NO. 239015)
 3 MATTHEW D. PHAM (BAR NO. 287704)
 4 ALLEN MATKINS LECK GAMBLE
 5 MALLORY & NATSIS LLP
 6 865 South Figueroa Street, Suite 2800
 7 Los Angeles, California 90017-2543
 8 Phone: (213) 622-5555
 9 Fax: (213) 620-8816
 10 E-Mail: dzaro@allenmatkins.com
 11 jdelcastillo@allenmatkins.com
 12 mpham@allenmatkins.com

13 Attorneys for Court-Appointed Receiver
 14 GEOFF WINKLER

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CLERK U S DISTRICT COURT DISTRICT OF ARIZONA	
BY _____	DEPUTY _____

15 UNITED STATES DISTRICT COURT
 16 DISTRICT OF ARIZONA

17 SECURITIES AND EXCHANGE
 18 COMMISSION,

19 Plaintiff,

20 vs.

21 MATTHEW WADE BEASLEY;
 22 BEASLEY LAW GROUP PC;
 23 JEFFREY J. JUDD; CHRISTOPHER R.
 24 HUMPHRIES; J & J CONSULTING
 25 SERVICES, INC., an Alaska
 26 corporation; J & J CONSULTING
 27 SERVICES, INC., a Nevada corporation;
 28 J AND J PURCHASING, LLC; SHANE
 M. JAGER; JASON M. JONGEWARD;
 DENNY SEYBERT; and ROLAND
 TANNER,

Defendants.

Case No. **MC22-00034-PHX**

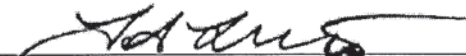
**NOTICE OF APPOINTMENT OF
 RECEIVER (28 U.S.C. § 754)**

1 Pursuant to 28 U.S.C. section 754, receiver Geoff Winkler, appointed by the
2 United States District Court for the District of Nevada in the case entitled *SEC v.*
3 *Matthew Wade Beasley, et al.*, Case No. 2:22-cv-00612-JCM-EJY, hereby files true
4 and correct copies of the following in this district:

- 5 Exhibit 1. Complaint; and
- 6 Exhibit 2. Order Appointing Receiver.

7
8 Dated: August 4, 2022

ALLEN MATKINS LECK GAMBLE
MALLORY & NATSIS LLP

9 By: 

10 JOSHUA A. DEL CASTILLO
11 Attorneys for Court-Appointed
12 Receiver GEOFF WINKLER
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EXHIBIT “B”

Declaration of Kamille Dean

EXHIBIT “B”

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEVADA

SECURITIES AND EXCHANGE COMMISSION,

Plaintiff,

v.

MATTHEW WADE BEASLEY et. al.

Defendants,

THE JUDD IRREVOCABLE TRUST et. al,

Relief Defendants.

Case No. 2:22-cv-0612-CDS-EJY

**DECLARATON OF KAMILLE DEAN
(FILED IN CAMERA)**

TIME: TBD

DATE: TBD

PLACE: Courtroom 6B

I Kamille Dean, declare and say:

1. I previously provided a Declaration in this matter and incorporate said Declaration hereto for this Reply as well.
2. I have been a licensed attorney since 2004 and have never had my fees contested or taken by the federal, state or local government. I have worked on many high-profile federal matters, including criminal matters.
3. I am always very careful to ensure that I do not take dirty money. I always do my due diligence and work with other attorneys that do the same.
4. I have been of counsel attorney for Oberheiden P.C. for several years. Oberheiden referred Mr. Judd and his family to me after the Judd's received subpoenas from the SEC. Oberheiden assured me all funds were legally obtained before I received the retainer.
5. Oberheiden required Judd to sign a fee agreement with assurances that all funds given to Oberheiden P.C. originate from lawful U.S. Sources. I was informed of this by Oberheiden before agreeing to provide services to Judd and his family in response to the SEC subpoenas.
6. Judd also assured me that all funds were legally obtained.
7. I also spoke to Judd and his family members, including Preston and Jennifer Judd, who were also served with subpoenas and were assured the funds were transferred to Attorney Mike Peters previous to any alleged ponzi scheme allegations and the funds were not tainted.

- 1 8. Neither Mr. Judd or any of his family members who retained me have been criminally charged with
2 any matter.
- 3 9. I oversaw two attorneys, including Phil Escolar and Maureen Jaroscak and two former special
4 agents, including Marie Kondzielski, a former FBI Special Agent (retired), and Maura Kelley, a FBI
5 Special Agent in reviewing all of Judd's emails to respond to the SEC's subpoena. I reviewed
6 summaries of all emails and read any notated attorney client privilege emails to prepare for
7 disclosure to the SEC in creating a privilege log.
- 8 10. In doing so, I never became aware of any information which indicated Mr. Judd or any of his family
9 members that retained me were part of any ponzi scheme.
- 10 11. During my initial review of the case, I also personally reviewed over 500,000 emails from Judd's
11 email account. Nothing during my review indicated that Judd or any of his family members that
12 retained me were part of any ponzi scheme.
- 13 12. As a matter of standard policy and for many years of my practice of law, I also consulted the
14 Department of Justice Assets Forfeiture Manual The Forfeiture Manual (2021) to make sure that my
15 receipt of funds on March 30, 2022, was not improper and that it was within the standards of
16 attorneys who practice law in my area. I do this as a matter of standard practice whenever I receive
17 funds from a client no matter what the matter might be or how or why I represent clients. In the case
18 of my six (6) Clients and Attorney-Client Agreement signed on March 25, 2022, I had no notice any
19 of the funds were tainted, subject to forfeiture, or otherwise the product of illegality. This Manual is
20 a standard in the industry to follow when receiving attorneys' fees from all clients, even when we
21 have no notice of impropriety.
- 22 13. The Manual emphasized the importance of "ensuring that current an accurate information on the
23 ownership of, and any encumbrances against, personal property." Department of Justice, Assets
24 Forfeiture Manual, ¶ D.3.a p. 10 (2021)). <https://www.justice.gov/criminal-afmls/file/839521/download>. When information is not available immediately, the Manual requires
25 "this information must be complied and made available as soon as possible." *Id.* When the assets
26 cannot be identified with ownership in the defendant, the seizing agency must "take immediate
27 action to terminate forfeiture of the asset. *Id.* p. 11, ¶ D.3.b.3.
- 28 14. When the funds were transferred to me on March 30, 2022, I had no information showing the funds
were tainted or illegal. I set about examining 500,000 emails and communications between my
clients, third parties, and attorneys in order to comply with the March 18, 2022, subpoenas which
had been issued from the SEC, and I conducted a privilege review for their documents. Two former
FBI Special Agents reviewed over two million emails and there was still no indication of tainted

1 funds. At no time during this massive review of documents which included years of
2 communications between Judd, his attorney Michael Beasley and among third parties was there any
3 indication that any of the funds in my Trust Amount were tainted, illegal, or the product of unlawful
4 activity.

5 15. The Manual states that “Certain property may be release following federal seizure for forfeiture, but
6 prior to the filing of any claim pursuant to 28 U.S.C. § 8.7” which includes “property belonging to
7 an innocent owner having an immediate right to possess.” *Id.* p. 14, ¶ E.1. In my case, I was an
8 innocent owner of the funds transferred. I gave full value for the \$201,060 I earned as my fees prior
9 to June 4, 2022, when I learned of the Receiver’ existence.

10 16. The Forfeiture Manual states:

11 “Persons who acquired an interest in the property after the illegal conduct occurred can also defeat the
12 government’s proven forfeiture claim by establishing that they qualify as a bona fide purchaser for value
13 of the interest, and at the time they acquired the interest, they did not know and were reasonably without
14 cause to believe that the property was subject to forfeiture. See § 983(d)(3).... If, however, the likely
15 owner is not the perpetrator of, or knowing participant in, the underlying criminal activity, prosecutors
16 must take all reasonable steps, such as the use of special interrogatories under Rule G(6) of the
17 Supplemental Rules of Admiralty or Maritime Claims and Asset Forfeiture Actions (Supplemental
18 Rules), before filing a civil forfeiture complaint to ascertain whether the likely owner may have a viable
19 “innocent owner” defense.” *Id.* p. 86 ¶ D.2.a.

20 17. In my case, I met the standards of an innocent owner. I had no notice of any unlawful activity
21 associated with the funds. My Clients assured me there was no illegality or taint involved in the
22 funds, and the attorney who represented them on the ongoing SEC investigation also assured me that
23 they had verified the funds were lawful, that former FBI agents and IRS personnel they used as
24 experts had also verified the funds were law. I was an innocent owner with no notice of knowledge
25 of any taint in these funds prior to June 4, 2022.

26 18. The Manual states that an innocent owner will qualify as a BFP “who was reasonably without cause
27 to believe that the property was subject to forfeiture, if the likely owner acquired the property after
28 the criminal activity subjecting the property to forfeiture had been completed.” *Id.* The Manual
further states that “If a pre-filing investigation reveals that an owner with standing has a viable
innocent owner defense, prosecutors should refrain from proceeding with a forfeiture action against
that property.” *Id.* If there is an indictment, an attorney who holds funds belonging to the defendant
may lose their BFP status based on their learning form the indictment that the funds are the product
of illegal activity. *Id.* p. 96, ¶ B.1 citing *United States v. McCorkle*, 321 F.3d 1292, 1294 n.2 (11th
Cir. 2003) (attorney may lose bona fide purchaser status as to advance fee received from client
“because the client is indicted and the attorney learns additional information about his client’s
guilt”). Under the Department of Justice Manual, the government may seize funds from an

1 attorney's Trust Account or IOLTA (Interest on Lawyer Trust Accounts).

2 19. The government utilizes the citation to the *McCorkle* case was of great importance to me because
3 that Court stated that where Attorney F. Lee Bailey had no knowledge of any illegality of funds
4 transferred to him from a potential criminal defendant, he was a Bona Fide Purchaser for value prior
5 to receive of knowledge or information the funds were tainted. Once he received such notice, he
6 would lose his BFP status.

7 20. In my case, I had no knowledge any of the funds were tainted or unlawful until June 4, 2022, when I
8 learned of the receiver. Even after June 4, 3033, I still have no notice or knowledge that the funds
9 are tainted and I have never seen any evidence of taint, illegality or the funds being the product of
10 unlawful activity.

11 21. I have also consulted the Department of Justice Attorney's Fees Forfeiture Guidelines Manual for
12 many years of practicing law for many different clients to determine if funds should be forfeited
13 from a Trust Account. In my case, I met all of the Standards in the Department of Justice Attorney
14 Fees Forfeiture Guidelines Manual and Department of Justice Assets Forfeiture Manual.

15 22. The Department of Justice Attorney Fees Forfeiture Guidelines state:

16 "The mere fact that an attorney has received a forfeitable asset as payment for legal fees by itself
17 does not provide reasonable grounds to believe the transfer was a fraudulent or sham transaction.
18 There must be reasonable cause to believe the asset was transferred for the purpose of impeding or
19 defeating the government's ability to forfeit it. Generally, there should be some proof that a scheme
20 existed to maintain the client's interest in the asset or ability to use it to his/her benefit. This may be
21 shown, for example, by proof that the value of services actually rendered was disproportionately low
22 compared to the value of the asset transferred and that there was agreement by the attorney to
23 transfer the asset or some portion of it back to the client. In other situations there may be evidence
24 that the attorney agreed to transfer the asset to another third party for the benefit of the client or to an
25 account or corporation that is controlled by the client. The evidence, however, need not establish that
26 the attorney was a participant in the criminal activity giving rise to the forfeiture or that he/she
27 otherwise violated any law." Department of Justice, Attorney fees Forfeiture Guidelines Manual, ¶
28 9-120.102 (2022) <https://www.justice.gov/jm/jm-9-120000-attorney-fee-forfeiture-guidel>.

29 23. In my case the transfer was not fraudulent or sham and was done before any claims were asserted
30 against one (1) of my clients. The funds were immediately utilized on an emergency basis to comply
31 to civil subpoenas issued by the SEC on March 18, 2022, prior to any lawsuit being filed by the
32 SEC, and clearly before I received notice of the existence of the Receiver on June 4, 2022. There
33 was no scheme to maintain the client's interest in the asset and the services rendered were not
34 disproportionate in caparison to the assets transferred. The services were rendered on an emergency
35 basis by the SEC itself who demanded immediate compliance with its subpoenas.

36 24. The Justice Department goes on to state:

37 "The principal issue to be addressed in the application of these guidelines is what constitutes "actual
38

1 knowledge" or "reasonable cause to know" that an asset is subject to forfeiture "at the time of the
2 transfer." This issue must be resolved on a case-by-case basis. However, the following principles
3 shall be applied in determining whether the prerequisite of actual knowledge or reasonable cause to
4 know exists in a particular case." Department of Justice, Attorney fees Forfeiture Guidelines
5 Manual, ¶ 9-120.105 (2022).

6 25. In my case I had no actual knowledge or reasonable cause to know that the asset I received on March
7 30, 2022, for which I was already providing emergency work as of March 25, 2022, was subject to
8 forfeiture.

9 26. I did not know of the existence of the Receiver's claim until June 4, 2022, and I had a good faith
10 belief as a Bona Fire Purchaser and Seller of Services without notice that these funds were untainted
11 and not involved in criminality.

12 27. Under the Department of Justice guidelines, I had every right to take, receive, and utilize the \$250,00
13 which was in my Trust Account of which I used \$201,060 before I ever heard of the Receiver or his
14 claims.

15 28. I declare under penalty of perjury under the laws of the State of Arizona the foregoing is true and
16 correct.

17 Executed this 8th day of September, 2022, at Phoenix, Arizona.

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Kamille Dean