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17 **UNITED STATES DISTRICT COURT**

18 **DISTRICT OF NEVADA**

19 SECURITIES AND EXCHANGE  
20 COMMISSION,

21 Plaintiff,

22 vs.

23 MATTHEW WADE BEASLEY et al.

24 Defendants;

25 THE JUDD IRREVOCABLE TRUST et al.

26 Relief Defendants.  
27  
28

Case No. 2:22-CV-00612-CDS-EJY

**MOTION TO COMPEL OR  
ALTERNATIVE MOTION FOR  
ORDER TO SHOW CAUSE WHY  
PAULA BEASLEY AND AARON  
GRIGSBY SHOULD NOT BE HELD  
IN CONTEMPT FOR FAILURE TO  
COMPLY WITH THIS COURT'S  
ORDERS AND REQUEST FOR  
TURNOVER OF MERCEDES G-  
WAGON OR VALUE OF SAME**

**MOTION TO COMPEL OR ALTERNATIVE MOTION FOR ORDER TO SHOW CAUSE WHY PAULA BEASLEY AND AARON GRIGSBY SHOULD NOT BE HELD IN CONTEMPT FOR FAILURE TO COMPLY WITH THIS COURT’S ORDERS AND REQUEST FOR TURNOVER OF MERCEDES G-WAGON OR VALUE OF SAME**

Comes now, Geoff Winkler, the Court-appointed Receiver (the “Receiver”), by and through counsel of record the law firm of Greenberg Traurig, LLP, and hereby submits the following Motion to Compel or Alternative Motion for Order to Show Cause Why Paula Beasley and Aaron Grigsby should not be Held in Contempt for Failure to Comply with this Court’s Order Appointing Receiver and Request for Turnover of Mercedes G-Wagon or Value of the Same (the “Motion”).

This Motion is based upon the attached Memorandum of Points and Authorities, the exhibits hereto including the Declarations of Geoff Winkler attached hereto, the pleadings and papers on file herein, and such other and further arguments and evidence as may be presented to the Court in connection with the Motion.

DATED this 21st day of October 2022.

**GREENBERG TRAUIG, LLP**

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**MEMORANDUM OF POINTS AND AUTHORITIES**

**I. INTRODUCTION**

This Motion was necessitated due to the blatant violation of this Court’s orders by Paula Beasley and/or her attorney Aaron Grigsby. As detailed below, Paula Beasley and her attorney Mr. Grigsby failed to timely provide the Receiver with documents relating to receivership assets. Additionally, despite the temporary restraining order and preliminary injunction order that froze assets and the turnover provisions embedded within the order appointing the Receiver (“Appointment Order”), Mrs. Beasley, by and through her counsel, have purported to sell a 2020 Mercedes Benz G63 G-Wagon (the “G-Wagon”) that was identified as Receivership Property for significantly less than market value. The purported sale was “finalized” after Paula Beasley and Mr. Grigsby advised the Receiver the vehicle would be turned over for the benefit of the Receivership Estate and in violation of this Court’s orders.

**II. RELEVANT FACTUAL BACKGROUND**

As this Court is intimately aware, and as alleged in the Amended Complaint, this case arises from the orchestration of an elaborate Ponzi-scheme by, among others, Matthew Beasley which crumbled in March 2022. On March 3, 2022 the FBI executed a search warrant at the residence of Matthew and Paula Beasley which culminated in a standoff between Matthew Beasley and the FBI (the “March 3rd Standoff”). ECF No. 118 at ¶ 6. Ultimately, after brandishing a firearm at the FBI agents present, Matthew Beasley was shot twice and holed himself in his home for nearly four hours. *Id.* Following the conclusion of the standoff, Matthew Beasley was incarcerated and remains so to this day.

Paula Beasley is now the ex-wife of Matthew Beasley. Upon information and belief, Matthew and Paula were married from 2007 until they instituted a fast-track divorce immediately following the March 3<sup>rd</sup> Standoff.

**A. The Beasley Divorce**

In the days following the March 3<sup>rd</sup> Standoff, Matthew and Paula Beasley began their efforts to nullify the implications of their marriage by orchestrating a fast-tracked divorce designed to divide the assets with the hope of shielding Paula from the forthcoming legal proceedings. On March 17,

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2022, just 14 days after the March 3<sup>rd</sup> Standoff, a Joint Petition for Summary Divorce was filed in the Eighth Judicial District Court, Case No. D-22-644748-Z.<sup>1</sup> Notably, Mr. Grigsby represented both Matthew and Paula Beasley in the proceeding. Just four days after the joint petition was filed, the divorce was finalized via the entry of a Decree of Divorce (the “Divorce Decree”).<sup>2</sup> The Divorce Decree outlines agreed upon distribution of assets and other items related to the divorce.<sup>3</sup> Notably, the Divorce Decree purports to divvy the real property owned by the Beasleys and identifies one vehicle for each of them to retain for their personal use. As it relates to the instant Motion, through the Divorce Decree it was agreed that Paula may have:

“(1) The miscellaneous personal possessions, articles of clothing, jewelry, household furniture, furnishings and effects presently in the possession of Wife with the exception of the items specifically delineated in subsection E;

\* \* \*

(4) Wife will retain the Range Rover as her sole and separate property. Wife will be solely responsible for any encumbrances on said vehicle;

(5) All vehicles not specifically delineated in sections D and E will be sold and the proceeds held until the resolution of all pending legal matters.”<sup>4</sup>

Setting aside the glaring questions regarding the timing and legitimacy of the divorce, and the speed with which it was performed, the Divorce Decree imposes a number of obligations on Paula regarding the Receivership Assets over which she had control. Most notably, with respect to the

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<sup>1</sup> **Exhibit 1**, Joint Petition for Summary Divorce (the “Divorce Petition”). Immediately following the filing of the Divorce Petition, Mr. Grigsby filed an *ex parte* Motion to Seal, which was entered on March 18, 2022.

<sup>2</sup> **Exhibit 2**, Decree of Divorce.

<sup>3</sup> **Exhibit 2**, Divorce Decree.

<sup>4</sup> **Exhibit 2**, Divorce Decree at § 13D, (emphasis added). Similarly, the Divorce Decree outlines the personal property Matthew and Paula Beasley agreed would be given to Matthew:

(1) The miscellaneous personal possessions, articles of clothing, jewelry, household furniture, furnishings and effects presently in the possession of Husband;

\* \* \*

(3) Husband will retain the Cadillac Escalade, as his sole and separate property. Husband will agree to assume any debt associated with the vehicle;

(4) All vehicles not specifically delineated in sections D and E will be sold and the proceeds held until the resolution of all pending legal matters...”

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1 Vehicle Paula was to retain only the Range Rover, with all other vehicles being sold with the funds  
2 to be held until the resolution of all pending legal matters.<sup>5</sup>

3 **B. The Instant Case.**

4 On April 12, 2022, the Securities and Exchange Commission (“SEC”) initiated the instant  
5 enforcement action seeking to halt the numerous Defendants’ violations of federal securities laws,  
6 prevent further harm to investors, and to seek disgorgement and civil penalties related to the  
7 Defendants’ wrongdoings. ECF No. 118 at ¶ 7.

8 At the outset of this case, the SEC moved, *ex parte*, for the Entry of a Temporary Restraining  
9 Order and Orders: (1) Freezing Assets; (2) Requiring Accountings; (3) Prohibiting the Destruction of  
10 Documents; (4) Granting Expedited Discovery; and (5) Order to Show Cause Re: Preliminary  
11 Injunction (the “TRO Application”). ECF No. 2. In the TRO Application, the SEC established for  
12 this Court the nature of the Ponzi-scheme giving rise to this case and alluded to the far reach of the  
13 ill-gotten gains at issue. ECF No. 2 at § 3. Moreover, through the Complaint and the TRO  
14 Application, the SEC outlined the extravagant assets the Beasleys allegedly obtained with Ponzi-  
15 scheme funds and the Defendants’ concerted attempts to liquidate and dissipate substantial assets.  
16 ECF Nos. 1, 2. After considering the Complaint, the TRO Application and the relevant evidence, the  
17 Court entered a Temporary Restraining Order (1) Freezing Assets; (2) Requiring Accountings;  
18 (3) Prohibiting the Destruction of Documents; and (4) Granting Expedited Discovery, among other  
19 things (the “TRO”).<sup>6</sup> ECF No. 3. The terms of the TRO were later affirmed via this Court’s entry of  
20 the Preliminary Injunction. ECF No. 56. Notably, the terms and conditions of the TRO and  
21 Preliminary Injunction extended beyond just the Defendants to “their officers, agents, employees,  
22 attorneys, subsidiaries and affiliates, and those persons working in active concert or participation with  
23 any of them, who receive actual notice of this Order” and restrain and enjoying the same from:

24 ///

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26 \_\_\_\_\_  
27 <sup>5</sup> The Receiver is not aware of the proceeds from the sale of any vehicles sold by the Beasleys being held as  
28 required by the Divorce Decree. Instead, it appears that vehicles (all of which are believed to have been  
Receivership Property) have been sold and funds spent in an undisclosed matter.

<sup>6</sup> The TRO was later sealed following a Motion to Seal by Defendant Shane M. Jager. ECF Nos. 51 and 57.

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1 directly or indirectly, transferring, assigning, selling, hypothecating, changing,  
2 wasting, dissipating, converting, concealing, encumbering, or otherwise  
3 disposing of, in any manner, any funds, assets, securities, claims or other real  
4 or personal property, including any notes or deeds of trust or other interest in  
5 real property, wherever located, of any one of the Defendants or Relief  
6 Defendants, or their subsidiaries or affiliates, owned by, controlled by,  
7 managed by or in the possession or custody of any of them and from  
transferring, encumbering, dissipating, incurring charges or cash advances on  
any debit or credit card of the credit arrangement of any one of the Defendants  
or their subsidiaries and affiliates; including but not limited to the real and  
personal property identified below...

8 ECF No. 3 at 7. Importantly, the G-Wagon is specifically listed as an item that could not be  
9 transferred, assigned or sold. *Id.* at 10.

10 Thereafter, on June 3, 2022, this Court entered the Appointment Order, which obligates the  
11 Receiver to, among other things, take possession of all Receivership Assets, including real property  
12 and to marshal and preserve the same for the benefit of the Receivership Estate. In furtherance of  
13 this obligation, the Receiver is “[t]o take such action as necessary and appropriate for the preservation  
14 of Receivership Property or to prevent the dissipation or concealment of Receivership Property.”  
15 ECF No. 88 at ¶ 7(G). Section III of the Appointment Order<sup>7</sup> further obligates individuals and entities  
16 in receipt of the Appointment Order to “[c]ooperate expeditiously in providing information and  
17 transferring funds, assets and accounts to the Receiver or at the direction of the Receiver.” *Id.*

18 Immediately after his appointment, the Receiver reached out to Defendants and/or their legal  
19 counsel to identify receivership assets and facilitate the turnover of the same. These efforts included  
20 the Receiver reaching out to Paula Beasley and Mr. Grigsby.<sup>8</sup> In fact, just six days after the  
21 Appointment Order was entered, the Receiver met with Paula and Mr. Grigsby and retrieved several  
22 vehicles and discussed the turnover over of real property in the Beasley’s names.<sup>9</sup>

23 ///  
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26 \_\_\_\_\_  
27 <sup>7</sup> The Appointment Order was subsequently amended by the Court on July 28, 2022 (ECF 207). The  
amendments do not affect the issues raised in this Motion.

28 <sup>8</sup> **Exhibit 3**, Declaration of Geoff Winkler (the “Winkler Decl.”) at ¶4.

<sup>9</sup> **Exhibit 3**, Winkler Decl. at ¶5.

1           **C.       Communication Regarding Beasley Property Subject to Turnover.**

2           Following the standoff involving her husband, Paula Beasley initially remained in the couple’s  
3 primary residence, located on Ruffian Road in Las Vegas (the “Ruffian Property”).<sup>10</sup> After the  
4 Receiver was appointed, Paula Beasley agreed to vacate the Ruffian Property and turnover the same  
5 to the Receiver. Indeed, the Receiver met with Paula Beasley and Mr. Grigsby at the Ruffian Property  
6 on June 9, 2022 at which time she turned over several vehicles including a motorhome, Jeep  
7 Wrangler, Cadillac Escalade ESV, Chevrolet Tahoe and Chevrolet Silverado.<sup>11</sup> A discussion was  
8 also had at that time regarding the turnover of the G-Wagon.<sup>12</sup> Paula represented it was in the shop  
9 being repaired and both her and Mr. Grigsby represented that it would be turned over to the Receiver  
10 at a later date.<sup>13</sup> She also indicated that she would vacate the Ruffian Property in July and would  
11 move to a less expensive home.<sup>14</sup>

12           On or around August 4, 2022, the Receiver became aware that a mortgage payment had not  
13 been made on the Ruffian Property since approximately April, 2022 and that a Notice of Breach and  
14 Election to Sell had been issued.<sup>15</sup> As a result, on August 4, 2022, counsel for the Receiver wrote to  
15 Mr. Grigsby asserting demand that payments be brought current on the Ruffian Property (the  
16 “August 4, 2022 Correspondence”). The mortgage on the Ruffian Property was subsequently brought  
17 current.<sup>16</sup> Additionally, in light of the status of the Ruffian Property, the Receiver requested  
18 documents and information related to the turnover of the G-Wagon, the Ruffian Property, and other  
19 real property owned by the Beasleys known as the Schoofey Property, and the Mt. Charleston  
20 Property to ensure payments on each property were current and that there was no imminent risk of  
21 default or foreclosure.<sup>17</sup> Indeed, for each of the aforementioned properties, the Receiver requested:  
22

23 \_\_\_\_\_  
24 <sup>10</sup> **Exhibit 3**, Winkler Decl. at ¶6. In late August, the Receiver took possession of the Ruffian Property.

25 <sup>11</sup> **Exhibit 3**, Winkler Decl. at ¶7.

26 <sup>12</sup> *Id.* at ¶8.

27 <sup>13</sup> *Id.*

28 <sup>14</sup> *Id.* at 9. Despite such representations, the property was not turned over to the Receiver until late August.

<sup>15</sup> *Id.* at ¶10.

<sup>16</sup> **Exhibit 4**, August 4, 2022 Correspondence from Kara B. Hendricks to Aaron Grigsby (the August 4, 2022 Correspondence”); **Exhibit 3**, ¶10.

<sup>17</sup> **Exhibit 4**, August 4, 2022 Correspondence.



1 (a) documentation demonstrating all payments were current; (b) documentation demonstrating all  
2 taxes had been paid; (c) proof of insurance; and (d) proof that all HOA fees and expenses were up to  
3 date.<sup>18</sup> After several delays, P. Beasley vacated the Ruffian Property and the keys to the same were  
4 turned over to the Receiver in late August as was the Mt. Charleston Property.<sup>19</sup>

5 In addition to seeking information regarding the real property under the control of Paula, the  
6 Receiver requested certain information regarding vehicles identified in the TRO Order as well as any  
7 vehicles in her possession or that were sold after the March 3<sup>rd</sup> Standoff.<sup>20</sup> The Receiver’s written  
8 correspondence also requested a date on which the G-Wagon would be provided:

9 “Third, we have yet to be provided a date for the turnover of the Mercedes G-Wagon  
10 that is in Ms. Beasley’s possession. **Please provide a date prior to August 12, 2022**  
11 **when the Receiver can pick up the Mercedes G-Wagon and any other vehicles**  
12 **that Ms. Beasley continues to retain, if not previously agreed to by the**  
13 **Receiver.”<sup>21</sup>**

14 Notably, the G-Wagon is a substantial Receivership Asset, that was valued at over \$250,000. The  
15 Receiver never consented to Paula Beasley retaining or selling the G-Wagon.<sup>22</sup> However, as detailed  
16 below, new information indicates the G-Wagon was sold for less than fair market value and in  
17 violation of this Court’s orders.

18 Following the Receiver’s August 4, 2022 correspondence, Mr. Grigsby remained silent for  
19 more than two weeks. Indeed, it was not until August 22, 2022 that the Receiver received a response  
20 to the letter dated August 4.<sup>23</sup> However, Mr. Grigsby’s August 22, 2022 letter failed to provide the  
21 information requested and instead argued minute points in the Receiver’s August 4, 2022  
22 correspondence. Specifically, Mr. Grigsby opined there were “misunderstandings” and “gaps” in the  
23 communication between Mr. Grigsby and the Receiver and advised that Mr. Grigsby would

24 \_\_\_\_\_  
25 <sup>18</sup> *Id.*

26 <sup>19</sup> **Exhibit 3**, Winkler Decl. at ¶ 11.

27 <sup>20</sup> **Exhibit 4**, August 4, 2022 Correspondence.

28 <sup>21</sup> *Id.*

<sup>22</sup> **Exhibit 3**, Winkler Decl. at ¶ 11.

<sup>23</sup> **Exhibit 5**, August 22, 2022 Correspondence from Aaron Grigsby to Kara B. Hendricks (the “August 22, 2022 Correspondence”).



1 communicate directly with the Receiver.<sup>24</sup> As a result, the following day, counsel for the Receiver  
 2 wrote to Mr. Grigsby once again requesting the information on real property and the vehicles under  
 3 the control of Paula Beasley.<sup>25</sup>

4 On August 23, 2022, the Receiver spoke with Mr. Grigsby via telephone.<sup>26</sup> During the  
 5 telephone call, Mr. Grigsby advised that Paula would turn over the Ruffian house on August 29, 2022  
 6 and that Mr. Grigsby would provide the code for entry to the Mt. Charleston Property. Paula  
 7 eventually vacated the Ruffian Property in late August, 2022 and the keys to the Ruffian Property and  
 8 the Mt. Charleston property were turned over to the Receiver.<sup>27</sup> Additionally, Mr. Grigsby  
 9 represented to the Receiver that he had received permission from the Securities and Exchange  
 10 Commission to sell the G-Wagon.<sup>28</sup>

11 Following the Receiver's conversation with Mr. Grigsby, counsel for the Receiver wrote to  
 12 Mr. Grigsby to reassert the requests for information.<sup>29</sup> Additionally, the Receiver requested copies  
 13 of the emails authorizing the sale of the G-Wagon.<sup>30</sup> Mr. Grigsby has yet to provide the requested  
 14 documents.

15 While the Receiver still seeks information regarding other vehicles that Paula Beasley sold  
 16 including an Aston Martin and Ferrari,<sup>31</sup> the Receiver has recently discovered that the G-Wagon is in  
 17 the possession of a third-party claiming to have purchased the vehicle through Mr. Grigsby.<sup>32</sup>  
 18 However, in investigating the backstory of the transfer of the G-Wagon, the Receiver has more  
 19 questions than answers. Indeed, in September 2022, the Receiver became aware that the G-Wagon  
 20 was offered for sale at Vegas Auto Gallery, a dealership in Las Vegas, Nevada.<sup>33</sup> Following this

21 \_\_\_\_\_  
 22 <sup>24</sup> *Id.*

23 <sup>25</sup> **Exhibit 6**, August 23, 2022 Correspondence from Kara B. Hendricks to Aaron Grigsby (the "August 23,  
 2022 Correspondence").

24 <sup>26</sup> **Exhibit 3**, Winkler Decl. at ¶12.

25 <sup>27</sup> *Id.*

26 <sup>28</sup> *Id.* at ¶13.

27 <sup>29</sup> **Exhibit 6**, August 23, 2022 Correspondence.

28 <sup>30</sup> **Exhibit 6**, August 23, 2022 Correspondence; **Exh. 3**, Winkler Decl. at ¶13.

<sup>31</sup> Mr. Grigsby advised the Receiver these vehicles were sold prior to the asset freeze order, but did not provide  
 the Receiver information regarding the price or the date of the sale. **Exh. 3**, Winkler Decl. at ¶14.

<sup>32</sup> **Exhibit 3**, Winkler Decl. at ¶14.

<sup>33</sup> *Id.*

1 discovery, the Receiver subpoenaed Vegas Auto Gallery for the records related to the G-Wagon and  
 2 it was discovered that the G-Wagon was on consignment, presented by an individual named Andre  
 3 Nelms.<sup>34</sup> However, shortly after the issuance of the subpoena, the Receiver was notified that  
 4 Mr. Nelms retrieved the vehicle from the dealership.<sup>35</sup>

5 The Receiver then sent a subpoena to Mr. Nelms requesting information regarding his  
 6 acquisition of the vehicle including any purchase agreement, price paid, communications with  
 7 Matthew or Paul Beasley or anyone acting on their behalf, the title for the vehicle, registration,  
 8 insurance, service records, and any other document relating to the G-Wagon in any manner.<sup>36</sup> With  
 9 the subpoena, counsel for the Receiver sent written correspondence advising that the G-Wagon was  
 10 receivership property and providing pertinent information regarding the Asset Freeze and the  
 11 Appointment Order.<sup>37</sup> Mr. Nelms ultimately met with counsel for the Receiver at which time he  
 12 discussed what transpired and provided a number of documents purportedly related to his acquisition  
 13 of the G-Wagon.<sup>38</sup> According to Mr. Nelms, he acquired the vehicle through Aaron Grigsby.<sup>39</sup>  
 14 Mr. Nelms indicated that he looked at the G-Wagon on or about March 29, 2022 and purchased it on  
 15 March 30, 2022 after providing Mr. Grigsby \$100,000 in cash.<sup>40</sup> However, he has no receipt for the  
 16 cash payment and did not receive the title to the vehicle at that time.<sup>41</sup> Interestingly, the documents  
 17 provided by Mr. Nelms include a Bill of Sale which indicates Mr. Nelms purchased the vehicle on  
 18 April, 30, 2022 for \$170,000.<sup>42</sup> Moreover, the Certificate of Title provided was not even issued by  
 19 the DMV until June 21, 2022.<sup>43</sup> Included in the documents produced by Mr. Nelms are also two (2)  
 20

21 \_\_\_\_\_  
 22 <sup>34</sup> *Id.*, at ¶15.

23 <sup>35</sup> *Id.*

24 <sup>36</sup> **Exhibit 7**, Subpoena to Andre Nelms (the “Nelms Subpoena”).

25 <sup>37</sup> **Exhibit 8**, Nelms Letter.

26 <sup>38</sup> **Exhibit 3**, Winkler Decl. at ¶16. During the meeting and in subsequent communications with counsel for  
 27 Mr. Nelms, the Receiver has requested that he not sell or otherwise dispose of the G-Wagon pending guidance  
 28 from the Court.

<sup>39</sup> **Exhibit 3**, Winkler Decl. at ¶17.

<sup>40</sup> *Id.*

<sup>41</sup> *Id.*

<sup>42</sup> **Exhibit 9**, Bill of Sale.

<sup>43</sup> The Receiver understands that the title to the G-Wagon was seized by the FBI during the March 3<sup>rd</sup> Standoff.  
 Based on available information it appears that Paula requested a duplicate title for the G-Wagon in June of

1 cashier's checks totaling \$70,000 that were issued on June 30, 2022 one to Paula and one issued to  
2 her children's private school.<sup>44</sup>

3 Despite the documentation provided by Mr. Nelms, the story on the G-Wagon is more  
4 convoluted than ever.<sup>45</sup> Indeed, Mr. Nelms and Mr. Grigsby have provided different accounts of the  
5 date of the purported sale, the date the vehicle was transferred to Mr. Nelms, and neither party has  
6 been able to document the alleged cash payment in any way.<sup>46</sup> What is more, as noted above,  
7 Mr. Grigsby represented to the Receiver that he had received permission from the SEC to sell the  
8 vehicle. However, Tracy Combs, counsel for the SEC dispelled this position via an October 17, 2022  
9 email which provides:

10 With respect to the Mercedes, we discussed the possibility of Ms. Beasley selling the  
11 Mercedes and using the proceeds for living expenses in the context of our negotiations  
12 regarding a potential living expenses stipulation for Ms. Beasley, but my recollection  
13 is that: (1) those discussions occurred after the entry of the asset freeze in mid-April  
14 but before the appointment of the receiver and creation of the receivership in early  
15 May; (2) we did not reach a final agreement on a stipulation with respect to living  
16 expenses and no stipulation was ever submitted to the Court; and (3) the US Attorney's  
17 Office had possession of the title to the Mercedes at that time and it could not be sold  
18 without their consent, which I had understood from your statements that you were  
going to discuss with them—I believe that was one of the factors that was holding up  
our ability to agree to a stipulation. To be clear, I did not authorize you or Ms. Beasley  
to sell the Mercedes; indeed, I believe that would have required a court order or  
stipulation in any event.<sup>47</sup>

19 Based on the foregoing, it is readily apparent that the G-Wagon was sold without approval  
20 from this Court, the Receiver, or the SEC. As it relates to the additional vehicles of which the  
21 Receiver inquired, the Receiver is currently investigating the status of the same based on  
22

23  
24 2022. (The Receiver has recently issued a subpoena to the DMV in an attempt to get additional information  
in this regard.)

25 <sup>44</sup> **Exhibit 10.** One of the two checks was written directly to Paula Beasley in the amount of \$22,165.00 and  
26 the second check was made payable to The Alexander Dawson School in the amount of \$47,835.00 with the  
names of Paula's children in the memo line.

27 <sup>45</sup> **Exhibit 3,** Winkler Decl. at ¶ 19.<sup>46</sup> *Id.*<sup>47</sup> **Exhibit 11,** Email dated October 17, 2022 from Tracy Combs to  
Aaron Grigsby.

28 <sup>46</sup> *Id.*<sup>47</sup> **Exhibit 11,** Email dated October 17, 2022 from Tracy Combs to Aaron Grigsby.

<sup>47</sup> **Exhibit 11,** Email dated October 17, 2022 from Tracy Combs to Aaron Grigsby.

1 Mr. Grigsby’s representations and is seeking this Court’s assistance in compelling the production of  
2 records relating to the same.

3 In addition to the correspondence noted above, on September 13, 2022, counsel for the  
4 Receiver wrote to Mr. Grigsby to request additional information regarding (1) the amount of funds  
5 received by Grigsby and/or the Grigsby Law Group from Paula and (2) information establishing the  
6 funds received are untainted and/or were not co-mingled with funds from the alleged Ponzi-scheme.<sup>48</sup>  
7 The September 13, 2022 Correspondence requested the information be provided within ten (10)  
8 days.<sup>49</sup> On October 17, 2022, Mr. Grigsby sent an email response, but provided only vague and  
9 unspecific information regarding the fees he has obtained, making reference to an unspecified state  
10 court divorce proceeding and receiving credit card payments from Paula.<sup>50</sup> However, the limited  
11 information provided is not sufficient to allow the Receiver to determine the source of funds and if  
12 the same were untainted by the Ponzi-scheme alleged in the Amended Complaint. Moreover, given  
13 that it appears Receivership Assets were sold by Paula after the asset freeze was put in place, there is  
14 a strong likelihood that funds received as a result of the unauthorized sale of Receivership Property  
15 paid for Mr. Grigsby’s legal services.

16 **III. LEGAL ARGUMENT**

17 **A. Court Action Mandating the Compliance with the Appointment Order is**  
18 **Necessary**

19 An order compelling Paula and Mr. Grigsby to provide all information in their possession  
20 responsive to the Receiver’s requests is warranted. Additionally, this Court has the ability to issue an  
21 order to show cause why Paula and Mr. Grigsby are continuing to act in violation of the Asset Freeze  
22 and the Appointment Order and the ability to compel the turnover of the G-Wagon or its equivalent  
23 value to the Receiver.

24 ///

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27 <sup>48</sup> **Exhibit 12**, September 13, 2022 Correspondence from Kara B. Hendricks to Aaron Grigsby (the  
“September 13, 2022 Correspondence”).

28 <sup>49</sup> *Id.*

<sup>50</sup> **Exhibit 13**, October 17, 2022 email.

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1 “Courts have inherent power to enforce compliance with their lawful orders through civil  
2 contempt.” *Shillitani v. United States*, 384 U.S. 364, 370 (1966). Indeed, Courts “are universally  
3 acknowledged to be vested, by their very creation, with power to impose silence, respect, and  
4 decorum, in their presence, and submission to their lawful mandates.” *Chambers v. NASCO, Inc.*,  
5 501 U.S. 32, 43, 111 S. Ct. 2123, 2132 (1991) (quoting *Anderson v. Dunn*, 19 U.S. 204, 5 L. Ed. 242  
6 (1821)) (emphasis added). “These powers are ‘governed not by rule or statute but by the control  
7 necessarily vested in courts to manage their own affairs so as to achieve the orderly and expeditious  
8 disposition of cases.’” *Id.* (quoting *Link v. Wabash R. Co.*, 370 U.S. 626, 630-631, 8 L. Ed. 2d 734,  
9 82 S. Ct. 1386 (1962)). The most prominent power is the contempt sanction, “which a judge must  
10 have and exercise in protecting the due and orderly administration of justice and in maintaining the  
11 authority and dignity of the court.” *Roadway Express, Inc. v. Piper*, 447 U.S. 752, 764, 100 S. Ct.  
12 2455 (1980). In exercising their inherent authority to enforce compliance, courts routinely find  
13 contempt in instances where a party fails to comply with turnover orders. *See e.g. Armstrong v.*  
14 *Guccione*, 470 F.3d 89, 100-02 (2d Cir. 2006) (incarcerating a corporate officer found to be in  
15 contempt of a court’s turnover order for failing and/or refusing to turnover corporate records and  
16 assets); *see also Commodity Futures Trading Comm’n ex rel. Kelley v. Skorupskas*, 605 F. Supp. 923,  
17 945, fn 23 (E.D. Mich. 1985) (In an action arising from a Ponzi scheme, the defendant was found to  
18 be in contempt of the court’s order and the receivership order because the defendant established a  
19 new operation in the basement of her parents’ home in which she developed clubs designed to  
20 circumvent the court’s order. Additionally, the receiver permitted the defendant to retain a Mercedes  
21 Benz for her own personal use. However, immediately thereafter, the defendant used the Mercedes  
22 as collateral for a loan, in violation of the court order); *see also SEC v. Res. Dev. Int’l*, 291 F. App’x  
23 660, 661 (5th Cir. 2008) (In an action by the SEC arising out of an illegal Ponzi scheme, a non-party  
24 was found in contempt of the court’s order to turn over assets to the receivership by refusing to either  
25 turn over the assets or to provide an accounting of the same).

26 More specifically, contempt has been found in instances akin to this matter, in which a related  
27 party and their counsel worked in concert to violate a freeze order and divert funds derived from the  
28 disposition of receivership property to the defendant. *See SEC v. AmeriFirst Funding, Inc.*, Civil

1 Action No. 3:07-CV-1188-D, 2008 U.S. Dist. LEXIS 7510, at \*5-6 (N.D. Tex. Feb. 1, 2008). In  
 2 *AmeriFirst Funding*, the defendants were accused of operating an investment fraud, in violation of  
 3 the Securities act of 1933. *Id.* Through the proceedings, an asset freeze was implemented and the  
 4 court entered a receivership order requiring, among other things, the turnover of receivership assets.  
 5 *Id.* Following entry of the receivership order, the receiver filed a motion to show cause seeking to  
 6 establish defendants and their counsel should be held in civil contempt for violating the court’s  
 7 receivership order and asset freeze through the sale of a Picasso painting. *Id.* The receiver also  
 8 alleged the defendants violated the court’s order by failing to transfer title to real property and by  
 9 failing to deliver a 2002 BMW to the receiver. *Id.* Ultimately, the court held “although [counsel] is  
 10 not a defendant, the Freeze Order covers those ‘in active concert or participating [with defendants],  
 11 who receive actual notice of this order by personal service or otherwise.” *Id.* at 34. The court  
 12 ultimately concluded that the defendants’ counsel was in active participation in the disposition of  
 13 receivership assets and ultimately found him in contempt. *Id.*

14 To hold a party in civil contempt, “the moving party has the burden of showing by clear and  
 15 convincing evidence that the [nonmoving party] violated a specific and definite order of the court.”  
 16 *FTC v. Affordable Media, LLC*, 179 F.3d 1228, 1239 (9th Cir. 1999) (quoting *Stone v. City and*  
 17 *County of San Francisco*, 968 F.2d 850, 856 n. 9 (9th Cir, 1992)); *see also In re Dual-Deck Video*  
 18 *Cassette Recorder Antitrust Litig.*, 10 F.3d 693, 695 (9th Cir. 1993) (“Civil contempt...consists of a  
 19 part’s disobedience to a specific and definite court order by failure to take all reasonable steps within  
 20 the party’s power to comply.”). In this context, “[c]lear and convincing evidence means evidence  
 21 sufficient to support a finding of ‘high probability’”. *Waits v. Frito-Lay, Inc.*, 978 F.2d 1093, 1105  
 22 (9th Cir. 1992), *abrogated by Lexmark Int’l, Inc. v. Static Control Components, Inc.*, 572 U.S. 118,  
 23 134 S.Ct. 1377 (2014). Upon a demonstration that a specific and definite order was violated, “[t]he  
 24 burden then shifts to the contemnors to demonstrate why they were unable to comply.” *Affordable*  
 25 *Media*, 179 F.3d at 1239.<sup>51</sup>

26  
 27  
 28 <sup>51</sup> The Ninth Circuit has found contempt sanctions are not warranted when a party’s action (or inaction)  
 “appears to be based on a good faith and reasonable interpretation” of the Court’s order. *Vertex Distrib., Inc.*  
*v. Falcon Foam Plastics, Inc.*, 689 F.2d 885, 889 (9th Cir. 1982).

1 Here, the plain language of the Appointment Order imposes upon Paula and Mr. Grigsby, as  
2 counsel for Paula a number of obligations that must be met to prevent any interference in the  
3 Receivership. Specifically, Section 17 of the Appointment Order, mandates that no person or entity  
4 in possession, custody or control of any assets or funds held by, in the name of, or for the benefit of  
5 the Receivership Defendants shall:

6 A. Not liquidate, transfer, sell, convey or otherwise transfer any assets, securities,  
7 funds, or accounts in the name of or for the benefit of the Receivership Defendants  
8 except upon instructions from the Receiver

9 \* \* \*

10 D. Cooperate expeditiously in providing information and transferring funds,  
11 assets and accounts to the Receiver or at the direction of the Receiver.

12 ECF No. 88 at ¶ 17.

13 What is more, the Appointment Order enjoins all persons receiving notice of the order from  
14 taking any action or causing any action to be taken, without the express written agreement of the  
15 receiver, which would:

16 A. Interfere with the Receiver’s efforts to take control, possession, or  
17 management of any Receivership Property...

18 B. Hinder, obstruct or otherwise interfere with the Receiver in the  
19 performance of his duties; such prohibited actions include but are not limited  
20 to, concealing, destroying or altering records or information;

21 C. Dissipate or otherwise diminish the value of any Receivership  
22 Property; such prohibit actions include but are not limited to, releasing claims  
23 or disposing, transferring, exchanging, assigning or in any way conveying any  
24 Receivership Property, enforcing judgments, assessments or claims against  
25 any Receivership Property or any Receivership Defendant, attempting to  
26 modify, cancel, terminate, call, extinguish, revoke or accelerate (the due date),  
27 of any lease, loan, mortgage, indebtedness, security agreement or other  
28 agreement executed by any Receivership Defendant or which otherwise affects  
any Receivership Property; or,

D. Interfere with or harass the Receiver, or interfere in any manner with  
the exclusive jurisdiction of this Court over the Receivership Estate.

ECF No. 88 at ¶ 29.

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1 Paula and Mr. Grigsby have, by all accounts, violated the Appointment Order through the  
2 conduct outlined herein. More specifically, they both have interfered with and/or hindered the  
3 Receiver's performance of his duties by failing and/or refusing to provide the information requested  
4 despite multiple requests and more than sufficient time for the same. Additionally, Paula and  
5 Mr. Grigsby have violated the terms of the Appointment Order through their efforts to dispose of  
6 Receivership Assets, to wit, the G-Wagon. Additionally, despite a request for information regarding  
7 the same, Mr. Grigsby has refused to provide information, other than a self-serving email, regarding  
8 the source of any payments made to his firm by Paula Beasley. As this Court is aware, an attorney's  
9 right to be paid from the proceeds of the Ponzi-scheme has been an oft-considered matter for this  
10 Court in this case and Mr. Grigsby has not demonstrated he is entitled to retain any such funds.

11 There can be no dispute that Mr. Grigsby is intimately familiar with the background of this  
12 case, the assets at issue, and the legal proceedings arising from the alleged Ponzi-scheme giving rise  
13 to this case. Mr. Grigsby represented both Matthew and Paula Beasley in their fast-tracked divorce  
14 and was the attorney of record filing and submitting the related submission, including the Divorce  
15 Decree. Thus, Mr. Grigsby, of all the counsel affiliated with this case, likely holds the highest level  
16 of information regarding (a) the scheme itself; (b) the funds at issue; (c) the Receivership Estate; and  
17 (d) the Receiver's need for information regarding the same.

18 In an instance such as this, an attorney has an affirmative duty to act in a manner that adheres  
19 to, and upholds, the terms of a court's order. In fact, this Court has previously found, in a situation  
20 strikingly similar to this, "[a]n attorney is an 'officer of the court' who, by virtue of his or her  
21 professional position, undertakes certain 'special duties . . . to avoid conduct that undermines the  
22 integrity of the adjudicative process.'" *S.E.C. v. Fujinaga and MRI Int'l, Inc.*, No. 2-13-cv-1658-  
23 JCM-CWH, 2020 WL 3050713 at \*3 (D. Nev. June 8, 2020) (quoting *F.T.C. v. Network Servs. Depot,*  
24 *Inc.*, 617 F.83d 1127 (9th Cir. 2010)). In *Fujinaga*, this Court considered whether funds paid to a law  
25 firm by a relief defendant in an action to recover ponzi scheme funds were subject to the terms of a  
26 temporary restraining order and preliminary injunction and emphasized the attorney's obligation to  
27 ensure compliance with a court's order. *Fujinaga*, 2020 WL 3050713 at \*3. Ultimately the court  
28 found that the firm receiving the funds had an affirmative obligation to ensure those funds were not

1 subject to the terms of the court’s order and by failing to do so, the firm was in contempt of the court’s  
2 order. *Id.*

3 Applying the holding in *Fujinaga* and the decision in *AmeriFirst Funding*, it is plain to see  
4 that Mr. Grigsby has violated this Court’s orders and an order to show cause why he should not be  
5 held in contempt is warranted. As an officer of the Court, Mr. Grigsby is aware of the nature of his  
6 actions and the effect they have on this proceeding, but Mr. Grigsby has chosen to frustrate the  
7 purpose of the Receivership.

8 **1. The Court Should Compel the Turnover of Missing Documents and**  
9 **Information.**

10 The documents and information requested from Paula and Mr. Grigsby which have not been  
11 provided to the Receiver (despite repeated requests) include:

- 12 • **An inventory of assets Ms. Beasley continues to hold.**
  - 13 ○ The email sent by Mr. Grigsby on October 17, 2022 referred the
  - 14 Receiver to the Beasley’s divorce decree and a list that was provided to
  - 15 the Receiver when Paula vacated the Ruffian Property. However, the
  - 16 divorce decree did not list specific items and simply states that Paula
  - 17 was to have possession of miscellaneous personal possessions, articles
  - 18 of clothing, jewelry, household furniture, furnishings and effects. . . .”
  - 19 ○ The list provided to the Receiver after Paula moved from the Ruffian
  - 20 house provides general information regarding household furnishing and
  - 21 the like, but makes no reference to jewelry or other items that may be of
  - 22 significant value to the Receivership Estate.
- 23 • **Proof of Insurance for vehicles the Receiver agreed to allow Paula to maintain**  
24 **for personal use.**
  - 25 ○ At this time, the only vehicle the Receiver has authorized Paula to
  - 26 currently retain is a Range Rover. However, as a condition of the same,
  - 27 she is required to provide proof of insurance, establish any payments are
  - 28 timely made and maintain the vehicle. Despite this accommodation by
  - the Receiver, the requisite information has not been provided and this
  - Court should compel the same.
- **Proof of payment for fees associated with the Schoofey Residence.**
  - Paula currently resides in the Schoofey Residence and the Receiver has
  - repeatedly requested: (a) documentation demonstrating all payments

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are current; (b) documentation demonstrating all taxes are paid; (c) proof of insurance; and (d) proof that all HOA fees and expenses are up to date.

- This information has been slow and inconsistent in being provided and must be provided on a monthly basis without requiring follow-up.

- **Documentation showing the SEC approved the sale of G-Wagon, any and all purchase and sales related documents.**

- No sales documentation has been provided to the Receiver from either Paula or Mr. Grigsby regarding the purported sale of this vehicle. Although the Receiver subpoenaed certain records, any documentation in the possession of Paula or her attorney should be turned over to the Receiver. This includes information regarding any purported exchange of cash as a deposit for the vehicle.

- As referenced above, the G-Wagon was/is subject to the asset freeze order entered in this matter. Mr. Grigsby has indicated he received authorization from the SEC to sell the vehicle. However, despite repeated requests, no document has been provided and should be compelled by the Court (to the extent it even exists).

- **Documentation relating to the sale of any Beasley vehicles since March 2022 and the use of proceeds from the same.**

- The Receiver understands that Paula and/or Mr. Grigsby facilitated the purported sale of at least two luxury vehicles including a 2020 Aston Martin Vantage and 2016 Ferrari, 488 GTB.<sup>52</sup> The date of the sale and the amount the vehicles were sold from has not been provided to the Receiver despite multiple requests.

- The Receiver does not know for certain if other vehicles were sold by Paula and/or Mr. Grigsby and have requested the information relating to any such sales that occurred since March of 2022.

- The Divorce Decree required funds from vehicles sold to be held until the resolution of pending legal matters. However, The Receiver is not aware of the proceeds from sale of any vehicles sold by the Beasleys being held as required by the Divorce Decree. Instead, it appears that vehicles (all of which are believed to have been Receivership Property) have been sold and funds spent in an undisclosed matter. Accordingly,

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<sup>52</sup> The 2020 Aston Martin Vantage is specifically identified in the assets freeze order and it is believed that the Ferrari was also purchased with tainted funds.

documents should also be provided to the Receiver showing the receipt of and use of any such funds.

- **Information regarding the amount of funds Mr. Grigsby and/or his firm have received from Paula Beasley and information establishing such funds are not connected to the alleged Ponzi-scheme.**
  - In his October 17, 2022 email, Mr. Grigsby boldly asserts that his office received “no funds connected to the Ponzi scheme.”<sup>53</sup> He then refers to an unidentified order in the Beasley Divorce proceeding and indicates Paula paid him via credit card. This is problematic as the Receiver does not have enough information to determine the origin of the payments. Moreover, given that Paula sold items after the asset freeze was put in place, there is a strong likelihood that funds received as a result of the unauthorized sale of receivership property paid for Mr. Grigsby’s legal services. Such records should be compelled.

Good cause exists for such documents to be provided to the Receiver forthwith.

**2. Turnover of the G-Wagon or its Equivalent Value as of April 30, 2022 is Warranted.**

It is incumbent on Paula and/or Mr. Grigsby to turnover the G-Wagon or provide its equivalent value at the time of its purported sale to the Receiver. Given the TRO and asset freeze order it is undisputed that the G-Wagon was/is Receivership Property which neither Paula or Mr. Grigsby were authorized to transfer, assign, or sell. *See*, ECF 3 at 7. Moreover, with the entry of the Appointment Order, they were required to turnover the G-Wagon to the Receiver. *See*, ECF 88.

On June 9, 2022, Paula and Mr. Grigsby told the Receiver the G-Wagon was in the shop and would be turned over to the Receiver.<sup>54</sup> The turnover never occurred and more questions than answers have surfaced regarding what transpired after the asset freeze was put in place by the TRO and Preliminary Injunction Orders. Records subpoenaed by the Receiver include a Bill of Sale relating to the G-Wagon that was signed by Paula on April 30, 2022.<sup>55</sup> However, Paula did not have title to the vehicle at the time (it is believed to have been in the possession of the FBI). Subpoenaed documents provided by Mr. Nelms indicate that Paula was issued a duplicate title by the DMV on

<sup>53</sup> **Exhibit 13**, October 17, 2022 email.

<sup>54</sup> **Exhibit 3**, Winkler Decl. at ¶8.

<sup>55</sup> **Exhibit 9**, Bill of Sale.

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1 June 7, 2022 and the same was printed by the DMV on June 21, 2022.<sup>56</sup> Checks produced in response  
 2 to a third-party subpoena indicate that Paula was issued a certified check on June 30, 2022 for  
 3 \$22,165.00 and the Alexander Dawson School was issued a check on the same date for \$47,835.00  
 4 with a memo showing it was for Paula’s children.<sup>57</sup> Andre Nelms who is said to have purchased the  
 5 G-Wagon has indicated those checks were the final payment for the G-Wagon he purchased.<sup>58</sup> Email  
 6 correspondence from Mr. Grigsby also indicates that “the sale of the 2020 Mercedes was completed  
 7 in late June 2022, after the title for the vehicle was received” and that the title was provided to  
 8 Mr. Nelms at that time.<sup>59</sup> Mr. Nelms has represented to the Receiver he initially paid Mr. Grigsby  
 9 \$100,000 in cash for the G-Wagon.<sup>60</sup> However, there is no record of the cash transaction and different  
 10 dates have been provided relating to the purported cash exchange and delivery of the vehicle.

11 Even if Mr. Nelms paid \$170,000 for the G-Wagon and the sale did not violate this Court’s  
 12 Orders, the purported sale of the same was far below the fair market value of the vehicle and  
 13 Mr. Nelms cannot be considered a bona fide purchaser under NRS 104.2403 due to the price that was  
 14 paid and the circumstances surrounding the purported transaction.<sup>61</sup> The Nevada Supreme Court  
 15 found, in *Cooper v. Pac. Auto. Ins. Co.*, an individual who purchased a vehicle for \$5,000, after  
 16 learning the seller acquired the car the day before for \$8,100 was not a good faith purchaser. *Cooper*  
 17 *v. Pac. Auto. Ins. Co.*, 95 Nev. 798, 801, 603 P.2d 281, 283 (1979) (finding that the manner in which  
 18 the car was sold, cried out for the purchaser to be careful). Other courts have considered the value of  
 19 personal property in determining the good faith status of the purchaser and viability of the sale  
 20

21 <sup>56</sup> **Exhibit 14**, Certificate of Title, Title No. NV014853703.

22 <sup>57</sup> **Exhibit 10**, Checks.

23 <sup>58</sup> **Exhibit 3**, Winkler Decl. at ¶17.

24 <sup>59</sup> **Exhibit 13**.

25 <sup>60</sup> **Exhibit 3**, Winkler Decl. at ¶17.

26 <sup>61</sup> NRS 104.2403(1) is Nevada’s version of the UCC Article 2 Bona Fide Purchaser status and provides:

27 1. A purchaser of goods acquires all title which the purchaser’s transferor had or had power to transfer  
 28 except that a purchaser of a limited interest acquires rights only to the extent of the interest purchased. A  
 person with voidable title has power to transfer a good title to a good faith purchaser for value. When goods  
 have been delivered under a transaction of purchase the purchaser has such power even though:

- (a) The transferor was deceived as to the identity of the purchaser;
- (b) The delivery was in exchange for a check which is later dishonored;
- (c) It was agreed that the transaction was to be a “cash sale”; or
- (d) The delivery was procured through fraud punishable as larcenous under the criminal law.

1 transaction. *See e.g., Kotis v. Nowlin Jewelry, Inc.*, 844 S.W.2d 920, 924 (Tex. App. 1992) (finding  
 2 an individual who paid \$3,500 for a mint-condition Rolex worth \$7,000 - \$8,000 was not a good faith  
 3 purchaser). *Graves Motor, Inc. v. Docar Sales, Inc.*, 414 F. Supp. 717 (E.D. La. 1976) (a purchaser  
 4 that accepted a car worth \$14,500 to satisfy as debt for \$9,100—incurred from bad checks—and that  
 5 allowed the seller to retain possession was not in good faith); *Hollis v. Chamberlin*, 419 S.W.2d 116  
 6 (Ark. 1967) (an individual who purchased for \$500 what appeared to be a new \$1,000 camper unit  
 7 for a truck did not act in good faith); *Cosid, Inc. v. Bay Steel Prods. Co.*, 252 So. 2d 274 (Fla. Ct.  
 8 App. 1971) (there was factual issue about whether a buyer of steel acted in good faith so as to be a  
 9 BIOCOP in part because the price was low); *Karibian v. Paletta*, 332 N.W.2d 484, 487 (Mich. Ct.  
 10 App. 1983) (a fact finder may infer a lack of good faith from a low price), *Mercedes-Benz Fin. v.*  
 11 *Powell*, No. 311680, 2014 Mich. App. LEXIS 1541, at \*11-12 (Ct. App. Aug. 5, 2014) (Michigan  
 12 Court of Appeals could not establish good faith status because there was no evidence, apart from  
 13 sworn deposition testimony, of the \$20,000 payment for a vehicle that had been conveyed under a  
 14 fraudulent title). Here, the value of the G-Wagon on April 30, 2022 (the date on the Bill of Sale)  
 15 likely exceeded \$250,000, yet Mr. Nelms purportedly paid \$170,000 (if the \$100,000 in cash is  
 16 accounted for).

17 As detailed in the declaration of Ben Tranquillo attached hereto, due to chip shortages and  
 18 manufacturing hold ups created by the pandemic, values of cars were inflated 30-40% across the  
 19 board earlier this year.<sup>62</sup> Mercedes G63s and many other luxury cars were affected by the chip  
 20 shortage and it was not unusual in late spring early summer of 2022 for vehicles to be listed at  
 21 \$100,000 over MSRP.<sup>63</sup> The G-Wagon in question would have easily listed for north of \$250,000 in  
 22 late April early May of this year.<sup>64</sup> If sold for \$170,000 in April of 2022, the G-Wagon was sold at  
 23 least 30-35% under market and could have been sold for a minimum of \$50,000 more.<sup>65</sup> The value

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 62 **Exhibit 15**, Declaration of Ben Tranquillo, ¶10.

27 63 *Id.* at ¶11.

28 64 *Id.* at ¶9.

65 *Id.* at ¶12.

1 of the G-Wagon has decreased given current market conditions.<sup>66</sup> However, even in the present  
2 market, \$170,000 is well below market value and the G-Wagon could be sold for a significant profit.<sup>67</sup>

3 Because the G-Wagon is now in the possession of a third-party, the Receiver is seeking an  
4 order requiring that Paula and/or Mr. Grigsby either facilitate the turnover of the G-Wagon or provide  
5 the Receiver the G-Wagon’s equivalent value at the time of the purported sale which is believed to  
6 have been at least \$250,000. The Receiver should not be required to expend further resources on this  
7 issue given the clear violations of this Court’s orders that prohibit the sale of the vehicle *via* the assets  
8 freeze order and then require the turnover of the same to the Receiver.

9 **B. An Order Providing the Receiver the Fees and Costs Associated with this Motion**  
10 **and the Fees Expended in Subpoenaed Records is Warranted.**

11 The Receiver has attempted on multiple occasions to coordinate with Paula and Mr. Grigsby  
12 to obtain the information requested herein and to facilitate the turnover of the G- Wagon. Moreover,  
13 due to Paula and Mr. Grigsby’s delays and refusal to accommodate the Receiver’s reasonable requests  
14 for information, additional resources were expended to subpoena documents to locate the G-Wagon  
15 and establish the violation of this Court’s prior orders in regard to the vehicle’s purported sale. The  
16 gamesmanship evident by and through the exhibits attached hereto warrant an award of attorneys’  
17 fees and the costs associated with the requisite subpoenas and the preparation of the subject Motion.  
18 Indeed, it is clear that the actions of Paula and Mr. Grigsby have diminished the value of the  
19 Receivership Estate in chasing down documents and assets should have been immediately provided  
20 to the Receiver.<sup>68</sup>

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27 <sup>66</sup> *Id.* at ¶13.

28 <sup>67</sup> *Id.*

<sup>68</sup> Upon this Court’s approval, the Receiver will submit a separate application for attorney’s fees and costs.

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1 **IV. CONCLUSION**

2 For the foregoing reasons, the Receiver respectfully requests an order compelling the turnover  
3 of the records requested herein and the turnover of the G-Wagon or its equivalent value at the time of  
4 the initiation of the purported sale and/or that an order to show cause issue related to the same.  
5 Additionally, the Receiver should be awarded costs and fees incurred in subpoenaing documents  
6 related to the G-Wagon as well as the fees associated with filing this Motion and any related reply.

7 DATED this 21st day of October, 2022.

8 **GREENBERG TRAUERIG, LLP**

9  
10 By: */s/ Kara B. Hendricks*  
11 KARA B. HENDRICKS, Bar No. 07743  
12 JASON K. HICKS, Bar No. 13149  
13 KYLE A. EWING, Bar No. 014051

14 JARROD L. RICKARD, Bar No. 10203  
15 KATIE L. CANNATA, Bar No. 14848  
16 **SEMENZA KIRCHER RICKARD**

17 DAVID R. ZARO\*  
18 JOSHUA A. del CASTILLO\*  
19 MATTHEW D. PHAM\*  
20 *\*admitted pro hac vice*  
21 **ALLEN MATKINS LECK GAMBLE**  
22 **MALLORY & NATSIS LLP**

23 *Attorneys for Receiver Geoff Winkler*

24  
25  
26  
27  
28  
**GREENBERG TRAUERIG, LLP**  
10845 Griffith Peak Drive  
Suite 600  
Las Vegas, Nevada 89135  
Telephone: (702) 792-3773  
Facsimile: (702) 792-9002

**CERTIFICATE OF SERVICE**

I hereby certify that, on the **21st day of October, 2022**, a true and correct copy of the foregoing **MOTION TO COMPEL OR ALTERNATIVE MOTION FOR ORDER TO SHOW CAUSE WHY PAULA BEASLEY AND AARON GRIGSBY SHOULD NOT BE HELD IN CONTEMPT FOR FAILURE TO COMPLY WITH THIS COURT’S ORDERS AND REQUEST FOR TURNOVER OF MERCEDES G-WAGON OR VALUE OF SAME** was filed electronically via the Court’s CM/ECF system. Notice of filing will be served on all parties by operation of the Court’s CM/ECF system, and parties may access this filing through the Court’s CM./ECF system and by serving via email by United States first class mail, postage pre-paid on the parties listed below:

Aaron Grigsby  
aaron@grigsbylawgroup.com  
GRIGSBY LAW GROUP  
2880 W. Sahara Avenue  
Las Vegas, Nevada 89102

William D. Schuller  
wschuller@clarkhill.com  
CLARK HILL LLP  
3800 Howard Hughes Parkway, Suite 500  
Las Vegas, Nevada 89169  
(702) 697-7550 (office)  
(702) 778-9709 (fax)

*/s/ Evelyn Escobar-Gaddi*  
An employee of GREENBERG TRAUIG, LLP

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**SECURITIES & EXCHANGE COMMISSION v. MATTHEW WADE BEASLEY,**  
**USDC CASE NO. 2:22-CV-00612-CDS-EJY**

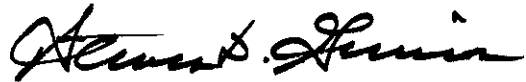
<b>EXHIBIT</b>	<b>DESCRIPTION</b>
Exhibit 1	Divorce Petition
Exhibit 2	Divorce Decree
Exhibit 3	Declaration of Geoff Winkler
Exhibit 4	Letter to A. Grigsby re Paula Beasley
Exhibit 5	Letter from Grigsby Law Group
Exhibit 6	Letter to Aaron Grigsby
Exhibit 7	Nelms Subpoena
Exhibit 8	Letter to Andre Nelms
Exhibit 9	Bill of Sale
Exhibit 10	Checks
Exhibit 11	Combs Email
Exhibit 12	Letter to A. Grigsby re P. Beasley
Exhibit 13	Grigsby Email
Exhibit 14	Title
Exhibit 15	Declaration of B. Tranquillo

# EXHIBIT 1

# EXHIBIT 1

Divorce Petition

Electronically Filed  
03/17/2022



CLERK OF THE COURT

1 PET  
2 Aaron D. Grigsby, Esq.  
3 Nevada Bar No. 9043  
4 THE GRIGSBY LAW GROUP  
5 A Professional Corporation  
6 2880 West Sahara Ave.  
7 Las Vegas, Nevada 89102  
8 Tel: (702) 202-5235  
9 Fax: (702) 944-7856  
10 aaron@grigsbylawgroup.com

DISTRICT COURT  
FAMILY DIVISION  
CLARK COUNTY, NEVADA

In Re the Marriage of

12 PAULA BEASLEY,

Case No. *D-22-644749-2*

14 and

Dept. No. *TBD*

15 MATTHEW BEASLEY,

16 Joint Petitioners,

17 \_\_\_\_\_/

**JOINT PETITION FOR SUMMARY DIVORCE**

18 COMES NOW, Petitioners, Paula Beasley and Matthew  
19 Beasley, by and through their counsel of record,  
20 Aaron Grigsby, Esq., and pursuant to chapter 125 of  
21 the Nevada Revised Statutes and hereby file their  
22 Joint Petition for Summary Divorce as follows:  
23

- 24 1. Petitioner, Paula Beasley, currently residing at  
25 5475 Ruffian Road, Las Vegas, Nevada 89149, is  
26 now, and for a period of more than six (6) weeks  
27 immediately preceding the commencement of this  
28 action, has been an actual bona fide resident of  
the County of Clark, State of Nevada, with the

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- 1 intent to stay, making said State her home for  
2 an indefinite period of time;
- 3 2. Petitioner, Matthew Beasley, currently residing  
4 at 2190 E. Mesquite Ave, Pahrump, Nevada 89060;
- 5 3. The Petitioners were married on or about April  
6 12, 2007, in Las Vegas, Nevada, and have been  
7 and still are husband and wife;
- 8 4. There are two minor children born the issue of  
9 their marriage to wit: Maximus Beasley, born  
10 February 4, 2011, and Madden Beasley, born March  
11 15, 2012. There are no other minor children  
12 born or adopted through the marriage and Paula  
13 Beasley is not currently pregnant;
- 14 5. Jurisdiction under the Uniform Child Custody  
15 Jurisdiction Enforcement Act is conferred under  
16 NRS 125A.085(2) in that Nevada is the "home  
17 state" of the minor children;
- 18 6. That there are community assets and debts to be  
19 divided. That the parties have fairly and  
20 equitably made a distribution of their community  
21 property, assets and community debts as set  
22 forth in the Marital Settlement Agreement. A  
23 true copy of said Marital Settlement Agreement  
24 is attached hereto as Exhibit "A" and  
25 incorporated herein by reference;
- 26 7. Petitioners have irreconcilable differences  
27 which have rendered them incompatible in  
28

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Las Vegas, Nevada 89102  
Tel: (702) 202-5235

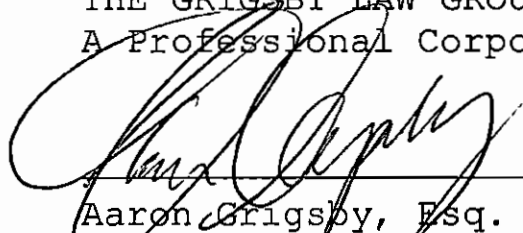
- 1 marriage with no possibility of reconciliation  
2 between them;
- 3 8. Petitioners waive their respective rights to  
4 written Notice of Entry of Decree of Divorce, to  
5 appeal, to request Findings of Fact and  
6 Conclusions of Law, and to move for a new trial.  
7 A final judgment entered pursuant to this  
8 section does not prejudice or bar the rights of  
9 either party to institute an action to set aside  
10 the final judgment for fraud, duress, accident,  
11 mistake or other grounds recognized at law or in  
12 equity.
- 13 9. Petitioners declare under oath that as of the  
14 date of the filing of this Petition, every  
15 condition set forth in Chapter 125.181 of the  
16 Nevada Revised Statutes has been met.
- 17 **WHEREFORE**, Petitioners seek judgment as follows:
- 18 1. That the bonds of matrimony now and heretofore  
19 existing between Petitioners are forever  
20 dissolved and that the parties, and each of  
21 them, are restored to the status of single  
22 unmarried persons.
- 23 2. That a decree of divorce is entered restoring  
24 both Petitioners to the status of unmarried  
25 persons.
- 26 3. For such other and further relief as this Court  
27 deems just and equitable in this instance.
- 28



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DATED this 14<sup>th</sup> day of March, 2022

THE GRIGSBY LAW GROUP  
A Professional Corporation



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2880 West Sahara Ave.  
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GRIGSBY LAW GROUP  
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Tel: (702) 202-5235

VERIFICATION

1  
2  
3 I, Matthew Beasley, state under penalty of  
4 perjury as follows:

5 That I am the Petitioner in the foregoing action;  
6 that I have read the foregoing Joint Petition for  
7 Summary Divorce and know the contents thereof and all  
8 matters set forth therein are true to the best of my  
9 present knowledge, information and belief and as to  
10 any matters stated therein based upon information and  
11 belief, I believe them to be true.

12  
13   
14 \_\_\_\_\_  
15 Matthew Beasley

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2880 W. Sahara Ave.  
Las Vegas, Nevada 89102  
Tel: (702) 202-5235

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**EXHIBIT A**

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**MARITAL SETTLEMENT AGREEMENT**

**THIS AGREEMENT** is made and entered into, by and between Matthew Wade Beasley, sometimes hereinafter referred to as "Husband", and Paula Christine Beasley, sometimes hereinafter referred to as "Wife."

**WITNESSETH:**

**WHEREAS**, the parties were married in Las Vegas, Nevada, on or about April 12, 2007, and are Husband and Wife; and, Wife is not now pregnant.

**WHEREAS**, there are two minor children born the issue of their marriage to wit: Maximus Beasley born February 4, 2011 and Madden Beasley born March 15, 2012;

**WHEREAS**, in consequence of disputes and unhappy differences, the parties have separated and are now living separate and apart, and have agreed to live separate and apart during the balance of their natural lives; and,

**WHEREAS**, said Husband and Wife are desirous of settling all matters and claims as between them and making provision for division of their property, payment of support, and otherwise to make a full, complete and final settlement of all claims and matters of either party against the other in any regard whatsoever.

**NOW, THEREFORE**, in consideration of the premises and agreements hereinafter contained, it is hereby covenanted and agreed by and between parties as follows:

1. **Alimony:**

This Marital Settlement Agreement provided for herein are expressly accepted by each party in full satisfaction

Initialed By: MA  
Husband

Initialed By: PB  
Wife

1 and settlement of any and all claims and demands for  
2 support, maintenance, alimony, costs and all other  
3 allowances and awards in any divorce between the parties  
4 and any other action arising out of the parties'  
5 relationship as Husband and Wife, and also in full  
6 settlement of any and all claims to any part of any  
7 separate or other property of either party, and in full  
8 satisfaction, settlement and discharge of all claims and  
9 demands of whatsoever character and however arising against  
10 either party, any part of any separate or other property of  
11 either party, and in full satisfaction, settlement and  
12 discharge of all claims and demands of whatsoever character  
13 and however arising against either party.

14       **2.    Future Acts:**

15       That each party hereto is hereby released and absolved  
16 from any and all obligations and liabilities for the future  
17 acts and duties of the other, and that each of said parties  
18 hereby releases the other from any and all claims and  
19 demands, including all claims of either party upon the  
20 other for support and maintenance as Husband and Wife or  
21 otherwise, except as herein specifically provided, it being  
22 understood that this Agreement is intended to settle the  
23 rights of the parties hereto in all respects.

24       **3.    Future Acquisitions:**

25       That any and all property including but not limited to  
26 all income, earnings, or other property received or  
27 acquired by either party hereto from and after the date  
28 hereof shall be the sole and separate property of the one

Initialed By: MA  
Husband

Initialed By: FB  
Wife

1 so acquiring the same, and each of said parties hereby  
2 respectively grants to the other all such future  
3 acquisitions or property as the sole and separate property  
4 of the one so acquiring the same.

5 **4. Future Disposition of Property:**

6 That each of the said parties shall have an immediate  
7 right to dispose of and bequeath by Will his or her  
8 respective interest in and to any and all property  
9 belonging to him or her from and after the date hereof, and  
10 that said rights shall extend to all of the aforesaid  
11 acquisitions of property as well as to all property set  
12 over to either of the parties hereunto under this  
13 Agreement.

14 **5. Estates:**

15 A. That said parties hereto each waive any and all  
16 right to the estate of the other left at his or her death,  
17 and each forever quitclaims any and all rights to share in  
18 the estate of the other by the laws of succession and said  
19 parties hereby release on to the other all right to be the  
20 administrator or administratrix or executor or executrix of  
21 the estate of the other, and hereby release and waive all  
22 right to inheritance under any Will of the other executed  
23 prior to the within agreement and each of the said parties  
24 waives any and all right of homestead in the real property  
25 of the other and said parties each hereby waive any and all  
26 right to the estate or to any interest in the estate of the  
27 other from family allowance by way of inheritance and, from  
28 the date of this Agreement, said waiver of the other to the

Initialed By: MS  
Husband

Initialed By: RB  
Wife



1 estate of the other party shall be effective and each of  
2 the parties shall have all of the rights of single persons  
3 and shall maintain the relationship of single persons each  
4 toward the other.

5 B. This Agreement shall be binding upon and insure  
6 to the benefit of both parties and to their estates, heirs,  
7 executors, administrators, successors and assigns.

8 **6. Undue Influence:**

9 A. Both Husband and Wife acknowledge that each has  
10 had the opportunity to be represented in the negotiations  
11 for and in the preparation of the marital settlement  
12 agreement by counsel of their own choice, and that each has  
13 had the opportunity to have the agreement read to them and  
14 explained to them by counsel of their own choice and each  
15 is fully aware of the contents and legal effect of this  
16 Agreement.

17 **7. Divorce:**

18 A. In the event that either party shall hereafter  
19 obtain a divorce from the other, then it is agreed that in  
20 any decree of divorce which may be entered by the Court  
21 that this Agreement shall be incorporated by reference in  
22 such decree and merged therein and that the parties,  
23 respectively, upon application by either party, shall be  
24 ordered to comply with the terms and conditions hereof.

25 B. Anything in this Agreement to the contrary  
26 notwithstanding, neither of said parties shall be deemed  
27 hereby to waive any cause of action for divorce against the  
28 other.

Initialed By: WA  
Husband

Initialed By: AB  
Wife

1 C. This Agreement shall not in any manner interfere  
2 with the right of either party to hereafter institute or  
3 defend any action for divorce.

4 D. If there is a reconciliation of the parties after  
5 the execution of this Agreement, this Agreement shall  
6 nevertheless continue in full force and effect until it is  
7 modified or abrogated by another written instrument to that  
8 effect and signed by each of the parties.

9 8. Disclosure:

10 This Agreement contains all of the agreements between  
11 the parties and all other agreements and arrangements of  
12 the parties are merged into this Agreement. The parties  
13 each acknowledge that he or she respectively had made full  
14 disclosure of all property owned by each of them and all  
15 obligations which each of them may owe or assume by virtue  
16 hereof.

17 Each represents and warrants to the other that there  
18 is no item of marital property in existence which has not  
19 been mentioned in this Agreement and should any such item  
20 of personal property be discovered in the future and be  
21 established to be marital property, it shall be divided  
22 between the parties. Except as otherwise provided in this  
23 Agreement, each party releases the other from any and all  
24 liability, debts and obligations of any kind or character  
25 that have been or will be incurred from any and all claims  
26 and demands, including all claims that either party may  
27 have upon the other for support and maintenance as Husband  
28 and Wife, and it being understood that, by this present

Initialed By: MB  
Husband

Initialed By: BB  
Wife

1 Agreement, the parties intend to settle all obligations of  
2 their marital rights. In addition to the above warranties,  
3 Husband and Wife warrant to each other that they have not  
4 incurred and covenant that they will not incur, any  
5 liability or obligation for which the other party is or may  
6 be liable. If the other party is held liable for any  
7 breach of the within warranty, the breaching party shall  
8 indemnify the other party to the extent that said other  
9 party is required to pay any claim, action or other  
10 proceeding that may be brought as a result of the breaching  
11 party's action.

12 The present Marital Settlement Agreement sets forth  
13 the entire agreement of the parties on the matters it  
14 covers and supersedes any previous agreement between the  
15 parties and any pendente lite orders which may have been  
16 ordered in the proceedings. No other agreement, statement  
17 or promise made by or to either party or agent or  
18 representative of either party shall be binding on the  
19 parties unless it is in writing and signed by both parties  
20 or unless contained in an order of a court of competent  
21 jurisdiction.

22 **9. Waiver of Discovery:**

23 Each party is aware and has been informed that under  
24 the law each has broad financial discovery rights of the  
25 other party's finances, property and interests, including,  
26 but not limited to sworn financial declarations, sworn  
27 interrogatories, oral depositions under oath, the right to  
28 have accountants and appraisers conduct appraisals, examine

Initialed By: MB  
Husband

Initialed By: JB  
Wife

1 books, records, documents and the like and that each is  
2 knowingly and intelligently waiving such extensive and  
3 important rights.

4 **10. No Formal Valuation; No Warranty of Value:**

5 Distinct from the disclosure of the existence of  
6 community or separate property and debt, the parties have  
7 agreed on the value or amount of any asset or indebtedness  
8 listed herein or any schedule, attachment or exhibit  
9 hereto. They acknowledge and recite that each has made an  
10 independent judgment as to the value of the properties and  
11 the community and separate estates. The parties  
12 acknowledge they have from time to time discussed the  
13 worth, value or business potential and prospects of various  
14 assets, but those discussions are not being relied upon in  
15 the execution of this Agreement. The parties recite and  
16 agree such discussions were not intended as warranties or  
17 representations of value or business potential and have not  
18 been relied upon in entering into this Agreement. Each  
19 party assumes the risk of his or her own judgment and  
20 estimate of value and acknowledges each is without recourse  
21 if his or her judgment or estimate is erroneous. The  
22 parties knowingly and intelligently waive their right to  
23 determine the value of the assets distributed herein by  
24 formal appraisal or professional opinion. The parties  
25 acknowledge the values set forth on the schedule,  
26 attachment or exhibit herein may be materially erroneous  
27 and they accept that risk.

28 **11. Litigation:**

7

Initialed By: WIS  
Husband

Initialed By: RB  
Wife

1           A.    Husband and Wife agree that should litigation be  
2 required to enforce this Agreement, the prevailing party  
3 will be reimbursed reasonable attorney's fees and costs if  
4 the litigation is found not to have been brought in good  
5 faith.

6           B.    This Marital Settlement Agreement and the rights  
7 and duties of the parties hereunder shall be construed and  
8 interpreted by and in accordance with the laws of the State  
9 of Nevada. Any future litigation under the terms of the  
10 present Marital Settlement Agreement shall be governed by  
11 the laws of the State of Nevada.

12                   12.   Execution of Further Documents, Delivery of  
13                           Documents, and/or Instruments:

14           Each party shall execute promptly all documents and  
15 instruments necessary or convenient to vest titles and  
16 estates as provided in this Marital Settlement Agreement to  
17 effectuate its purpose and intent. The parties mutually  
18 covenant and agree, upon demand, to execute such other and  
19 further instruments or documents necessary or convenient to  
20 carry out the provisions of the Marital Settlement  
21 Agreement. Notwithstanding the failure or refusal of  
22 either party to execute any such instrument, this Agreement  
23 shall constitute a complete transfer and conveyance of the  
24 properties designated as being transferred, conveyed or  
25 assigned by each party. If the parties fail to execute any  
26 documents necessary to effectuate the terms of this  
27 Agreement, within thirty (30) days after the execution of  
28 the Agreement, and demand is made for execution of the

Initialed By: MB  
                  Husband

Initialed By: JB  
                  Wife

1 document or instrument, upon ex parte application to the  
2 District Court, within three (3) days prior notice of  
3 application to the other party, the Court shall be  
4 appointed to execute such documents. In the event either  
5 party shall fail to comply with this provision, he or she  
6 agrees to pay the other party all reasonable attorney's  
7 fees, court costs and other expenses reasonably necessary  
8 to achieve the result herein provided. However, neither  
9 party waives any privilege against nondisclosure of future  
10 separate income tax returns.

11           **13. Distribution of Community and Separate**  
12 **Personal Property:**

13           A. Each party hereby waives any and all rights in  
14 and to the miscellaneous personal possessions and clothing  
15 of Husband and Wife respectively.

16           B. Husband and Wife hereby acknowledge that their  
17 distribution of the community property estate is a  
18 substantially equal division of community property and both  
19 hereby confirm the property listed hereinafter to the  
20 other, as his or her sole and separate property.

21           C. Husband and Wife hereby elect to have the  
22 division of their marital estate treated as a non-taxable  
23 transfer between spouses, pursuant to the provisions of the  
24 1984 Tax Reform Act, which amended Section 1041 of the  
25 Internal Revenue Code. It is acknowledged by Husband and  
26 Wife that no gain or loss will be recognized on transfers  
27 of property between them which are incident to their  
28 divorce; and, it is further acknowledged that such

Initialed By: MB  
Husband

Initialed By: JB  
Wife

1 transfers are treated as if acquired by gift so that the  
2 basis of the property remains the same as it was prior to  
3 the transfer.

4 D. Husband agrees that Wife may have as and for  
5 her sole and separate property and Wife shall hold Husband  
6 free, clear and harmless for any liabilities on the  
7 following:

- 8 (1) The miscellaneous personal possessions,  
9 articles of clothing, jewelry,  
10 household furniture, furnishings and  
11 effects presently in the possession of  
12 Wife with the exception of the items  
13 specifically delineated in subsection  
14 E;
- 15 (2) Wife will receive the furnishings of  
16 the residence located at 548 Lucerne  
17 Way, S. Lake Tahoe, California 96150 as  
18 her sole and separate property;
- 19 (3) All bank accounts in Wife's name only,  
20 or jointly held with anyone other than  
21 Husband;
- 22 (4) Wife will retain the Range Rover as her  
23 sole and separate property. Wife will  
24 be solely responsible for any  
25 encumbrances on said vehicle;
- 26 (5) All vehicles not specifically  
27 delineated in sections D and E will be  
28 sold and the proceeds held until the

Initialed By: MP  
Husband

Initialed By: XB  
Wife



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resolution of all pending legal matters;

(6) Golf cart as her sole and separate property;

(7) Any retirement accounts solely in Wife's name and any debt associated with said retirement accounts;

(8) Any debts solely in Wife's name or with anyone other than Husband;

E. Wife agrees that Husband may have as and for his sole and separate property and Husband shall hold Wife free, clear and harmless for any liabilities on the following:

(1) The miscellaneous personal possessions, articles of clothing, jewelry, household furniture, furnishings and effects presently in the possession of Husband;

(2) All bank accounts in Husband's name only, or jointly held with anyone other than Wife;

(3) Husband will retain the Cadillac Escalade, as his sole and separate property. Husband will agree to assume any debt associated with the vehicle;

(4) All vehicles not specifically delineated in sections D and E will be sold and the proceeds held until the

Initialed By: MB  
Husband

Initialed By: DB  
Wife



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- resolution of all pending legal matters;
- (5) Boat and all trailers as his sole and separate property;
- (6) 2 jet skis as his sole and separate property;
- (7) 2 RTV's as his sole and separate property;
- (8) Any retirement accounts solely in Husband's name and any debt associated with said retirement accounts;
- (9) Any debts solely in Husband's name or with anyone other than Wife.

F. Subsequently Discovered Property: Should any property holding of the parties, which have been community property, come to the attention of the parties after the execution of this Agreement, the discovering party shall notify the other party as soon as is practicable as to the existence of additional assets and the same shall be equally divided between the parties where practicable or sold and the proceeds therefrom divided equally between the parties.

**14. Disposition of Community Real Property:**

A. Wife will retain the residence located at 5475 Ruffian Road, Las Vegas Nevada 89149 as her sole and separate property. Husband waives any interest in the above-referenced property.

Initialed By: MLR  
Husband

Initialed By: DB  
Wife

1 B. The residence located at 548 Lucerne Way, S. Lake  
2 Tahoe, California 96150 will be sold and the proceeds will  
3 be held until the resolution of all pending legal matters.

4 C. The residence located at 2143 Via Regina Coeli  
5 Street, Mount Charleston, Nevada 89124 will be sold and the  
6 proceeds will be held until the resolution of all pending  
7 legal matters.

8 D. Wife will retain the residence located at 5317  
9 Schoofey Street, Las Vegas, Nevada 89166 as her sole and  
10 separate property. Husband waives any interest in the  
11 above-referenced property

12  
13 **15. Community Debts:**

14 A. Husband shall take the following as his sole and  
15 separate debts:

- 16 (1) Any debts incurred in Husband's name alone;
- 17 (2) Any credit cards in Husband's name alone;
- 18 (3) Any deficiency from the sale of the Ferrari 488;

19 Husband agrees to indemnify Wife and hold her free and  
20 harmless from any and all liability or responsibility for  
21 payment of the debts enumerated above.

22 B. Wife shall take the following as her sole and  
23 separate debts:

- 24 (1) Any credit cards in Wife's name alone;
- 25 (2) Any debts incurred in Wife's name alone;

26 Wife agrees to indemnify Husband and hold him free and  
27 harmless from any and all liability or responsibility for  
28 payment of the debts enumerated above.

Initialed By: MP  
Husband

Initialed By: PB  
Wife

1 C. Husband and Wife mutually agree and acknowledge  
2 that each party shall be solely responsible for any and all  
3 payments and obligations or debts which may be due and  
4 payable and which will be incurred by either Husband or  
5 Wife subsequent to their separation which occurred in March  
6 2022. Regarding any such obligations, payments or debts  
7 incurred by either Husband or Wife subsequent to their  
8 separation, Husband and Wife each agree to indemnify the  
9 other and hold the other free and harmless from any and all  
10 liability or responsibility for payment of the same.

11 D. Husband's Covenants: Husband covenants and  
12 represents that he will not at any time in the future incur  
13 or contract any debts, charges or liabilities, whatsoever  
14 for which the Wife, her legal representative, her property  
15 or her estate is now or may become liable, and the Husband  
16 further covenants at all time to keep the Wife free and  
17 harmless and indemnify her from any and all debts and  
18 liabilities hereafter contracted by him, including any and  
19 all indebtedness incurred prior to this Agreement which has  
20 not been addressed within this Agreement.

21 E. Wife's Covenants: Wife covenants and represents  
22 that she will not at any time in the future incur or  
23 contract any debts, charges or liabilities whatsoever for  
24 which the Husband, his legal representative, his property  
25 or his estate is now or may become liable, and his Wife  
26 further covenants at all times to keep the Husband free and  
27 harmless and indemnify him from any and all debts and  
28 liabilities hereafter contracted by her, including any all

Initialed By: MS  
Husband

Initialed By: PB  
Wife


1 indebtedness incurred prior to this Agreement which has not  
2 been addressed with this Agreement.


3 F. The parties' agree to file their income tax  
4 returns for 2021 and 2022, in the method that has the  
5 greatest benefit for the community. The Husband shall be  
6 solely responsible for any and all tax consequences for tax  
7 years 2015-2022.

8 **16. Matters Pertaining to Children:**

9 A. Husband and Wife are fit and proper persons to  
10 have joint legal of the minor children Maximus Beasley born  
11 February 4, 2011, and Madden Beasley born March 15, 2012,  
12 with Wife having primary physical custody. Husband is  
13 currently unable to exercise parenting time. The parties  
14 stipulate that Husband's release from custody will  
15 constitute a sufficient change of circumstances to justify  
16 modification of his parenting time.

17 B. By using the term "joint legal custody" the  
18 parties' mean to include the timely exchange of  
19 information relating to the health, education and  
20 welfare of the minor children. In the event of an  
21 emergency involving any of the minor children, the  
22 parent with physical custody at the time shall  
23 immediately notify the other parent of the details of  
24 the emergency and the location of the child at the  
25 time, there by affording the other parent the  
26 opportunity to respond to the child's location when  
27  
28

Initialed By:   
Husband

Initialed By:   
Wife

1 the child has a medical emergency which includes  
2 taking the child to the emergency room. Medical  
3 emergency shall mean any event requiring treatment of  
4 a minor child in a hospital emergency room, doctor's  
5 office, or hospital.  
6

7 Each party shall promptly notify the other in  
8 case of a child's serious illness while in his or her  
9 custody and control. "Serious illness" shall mean any  
10 illness which confines a child to bed for more than  
11 three (3) days but shall not include ordinary  
12 childhood diseases unless complications are involved.  
13

14 An order of legal custody shall not be construed  
15 to permit an action that is inconsistent with the  
16 physical custody order unless the action is expressly  
17 authorized by the court. The parties will mutually  
18 agree to primary medical provides to include  
19 physicians, dentist and mental health providers, etc.,  
20 for the child and both parties agree not to take a  
21 child to another physician or doctor, unless it is an  
22 emergency or the parties agree in writing.  
23  
24

25 The parties agree that this parenting schedule is  
26 meant only to establish minimum parenting arrangements, and  
27 each of them hereby agrees to encourage and facilitate open  
28 communication and parenting of<sup>6</sup> the child. The parties may

Initialed By: MR  
Husband

Initialed By: WR  
Wife

1 alter and amend this parenting Agreement upon mutual  
2 Agreement and in writing.

3 C. Parental Cooperation and Major Decisions

4 Affecting the Child:

5  
6 The parties agree to give support to each other in  
7 their role as parents, and to take into account the  
8 consensus of the other for the physical and emotional well-  
9 being of the minor child. Any disagreements between the  
10 parties shall first go before a family mediator to resolve  
11 the problems. If either party, prior to petitioning the  
12 court, refuses to mediate, without good cause, the  
13 responding party may request attorney's fees for filing an  
14 action in violation of this Agreement.  
15

16 D. Access To Records and Freedom of Access with

17 Minor Child:

18  
19 Each of the parties agrees at all times to provide the  
20 other with their current residential and business telephone  
21 numbers and addresses and the location and present welfare  
22 of the minor child. Each party shall allow and encourage  
23 the other to have frequent association and a continuing  
24 relationship with the minor child.  
25

26 Each party shall be entitled to complete and full  
27 information from any doctor, dentist, psychologist, or  
28 other specialist attending the<sup>d7</sup> minor child and to have

Initialed By: MD  
Husband

Initialed By: JB  
Wife

1 copies of any reports given to them as a parent. In  
2 addition thereto, each party shall be entitled to complete  
3 and full information from any teacher or school giving  
4 instructions to the minor child, and to have copies of any  
5 report given to them as a parent.  
6

7 The minor child shall have free and open access to  
8 either party. This access shall not be obstructed by  
9 either parent or anyone else.  
10

11 E. Child Support.

12 That pursuant to NAC 425, Husband will pay child  
13 support in the amount of two hundred dollars (\$200.00) each  
14 month as and for the support of the parties' minor  
15 children. The parties' agree that the above-referenced  
16 child support payments are in the best interest of the  
17 parties' minor children and for child support which  
18 complies with the provisions set forth in NAC 425. The  
19 obligation of child support shall continue until such time  
20 as the minor child reaches eighteen (18) years of age, or  
21 nineteen (19) if still enrolled in high school, marries or  
22 becomes otherwise emancipated.  
23  
24

25 Pursuant to NRS 125B.145, at least every three years,  
26 either parent may request a review of the child support.  
27 Anytime there are changed circumstances either party may  
28 file a motion with the court to review the child support.

Initialed By: MH  
Husband

Initialed By: JB  
Wife

1 obligation.

2 F. Medical and Dental:

3 The parties agree that both parents shall maintain  
4 health insurance coverage for the minor children during the  
5 children's minority if insurance is available through their  
6 respective employers. The parties further agree in  
7 relation thereto that all uninsured medical, dental and  
8 related bills and expenses incurred by or on behalf of the  
9 minor children, including the deductible, shall be equally  
10 paid by Husband and Wife. The parties agree to provide all  
11 cooperation necessary and forms required to facilitate the  
12 submission to insurance for payment of the said medical and  
13 related bills incurred on behalf of the parties' minor  
14 children. Any medical bills and/or co-payments incurred on  
15 behalf of the child shall be sent to the parent for  
16 reimbursement within 30 days of payment and/or of receiving  
17 the "Explanation of Benefits" from the insurance company in  
18 which a copy of said payment and/or "Explanation of  
19 Benefits" will be sent to the other parent and one-half (½)  
20 of the unreimbursed portion of the uncovered expense will  
21 be paid within 30 days of receipt of proof of payment  
22 and/or coverage.

23  
24  
25  
26  
27 G. Child Dependency Exemption for Tax Purposes:

28

Initialed By: MS  
Husband

Initialed By: PB  
Wife



1 It is agreed between the parties' that for tax  
2 purposes, that Wife shall have the dependency exemption  
3 each year. Each party agrees to file their Internal  
4 Revenue Service Tax Forms consistent with the terms of this  
5 provision. It is the intent of both parties that the  
6 income tax consequences of any dependency exemption  
7 concerning the minor child be interpreted consistent with  
8 this Agreement.

9 17. Attorney's Fees:

10 A. Husband shall bear the sole responsibility for  
11 payment of his respective attorney's fees, court costs and  
12 miscellaneous expenses incurred on his behalf in connection  
13 with the present divorce proceeding.

14 B. Wife shall bear the sole responsibility for  
15 payment of her respective attorney's fees, court costs and  
16 miscellaneous expenses incurred on her behalf in connection  
17 with the present divorce proceeding.

18 C. Should either party fail to perform his or her  
19 respective obligations under this Marital Settlement  
20 Agreement or the Judgment and Decree of Divorce to be  
21 entered and the other is thereby required to incur  
22 attorney's fees, accountant's fees, or other fees and  
23 costs, then the prevailing party shall be entitled to  
24 attorney's fees and costs against the other party. These  
25 same rights apply if either party has breached any  
26 warranties or representations set forth in the present  
27 Marital Settlement Agreement.

28 18. Miscellaneous: 20

Initialed By: MS  
Husband

Initialed By: RB  
Wife

1           A. If any portion of this Agreement is held illegal,  
2 unenforceable, void or voidable by any Court, each of the  
3 remaining terms shall continue in full force as a separate  
4 agreement.

5           B. Husband and Wife agree that each shall have the  
6 right to live separately from the other without  
7 interference or harassment.

8           C. No waiver of the breach of any of the terms or  
9 provisions of this Agreement shall be a waiver of any  
10 preceding or succeeding breach of the agreement or any  
11 other provisions of it.

12           D. All existing charge accounts and credit cards in  
13 the names of Husband and Wife, or in the name of either of  
14 them under which the other can make purchases, shall be  
15 terminated as of the date of the execution of this  
16 Agreement.

17           E. Husband and Wife hereby acknowledge that all  
18 personal property, including but not limited to all  
19 retirement plans, savings accounts, I.R.A.'s, cash and any  
20 other investment accounts have been disclosed.

21           F. The captions of various paragraphs in this  
22 Agreement are for convenience only and none of them is  
23 intended to be any part of the substance of this Agreement,  
24 nor intended to be referred to in construing any of the  
25 provisions of this Agreement.

26                           NOTICE OF DISCLAIMER AS TO TAX ADVICE

27           Each party acknowledges that their respective  
28 attorneys make no representations as to the tax obligations

Initialed By: MB  
Husband

Initialed By: JB  
Wife

1 and/or consequences to either party as a result of this  
2 Agreement. Wife and Husband also acknowledge that they  
3 have been specifically advised to seek independent tax  
4 advice concerning the effects of this agreement.

5 ENTIRE AGREEMENT

6 This Agreement represents the entire agreement between  
7 the Parties and it is agreed that there is no further or  
8 other understanding among them.

9 MODIFICATIONS

10 The Parties further agree that this Agreement cannot  
11 be altered, amended or modified except by an instrument in  
12 writing, executed by both Parties.

13 WE EXECUTE THIS AGREEMENT on and make it effective on  
14 the date first above written.

15 \_\_\_\_\_  
16 Matthew Wade Beasley

17 \_\_\_\_\_  
18 Paula Christine Beasley

19 STATE OF NEVADA )  
20 )  
21 : ss.  
22 COUNTY OF CLARK )

23 On this \_\_\_\_\_ day of \_\_\_\_\_, 2022, before me,  
24 a Notary Public personally appeared Paula Beasley,  
25 personally know or proved to me to be the person whose name  
26 is subscribed the above Marital Settlement Agreement and  
27 who acknowledged to me that she executed the same freely  
28 and voluntarily and for the uses and purposes mentioned.

\_\_\_\_\_  
Notary Public in and for said  
County and State

Initialed By: WP  
Husband

Initialed By: [Signature]  
Wife

1 and/or consequences to either party as a result of this  
2 Agreement. Wife and Husband also acknowledge that they  
3 have been specifically advised to seek independent tax  
4 advice concerning the effects of this agreement.

5 ENTIRE AGREEMENT


6 This Agreement represents the entire agreement between  
7 the Parties and it is agreed that there is no further or  
8 other understanding among them.

9 MODIFICATIONS

10 The Parties further agree that this Agreement cannot  
11 be altered, amended or modified except by an instrument in  
12 writing, executed by both Parties.

13 WE EXECUTE THIS AGREEMENT on and make it effective on  
14 the date first above written.

15 Signed under penalty of perjury:

16  
17   
18 \_\_\_\_\_  
19 Matthew Wade Beasley  
20 Inmate # 89679509

21 3-14-22  
22 \_\_\_\_\_  
23 Date

24 Pursuant to NRS 208.165, "A prisoner may execute a document  
25 by signing his or her name immediately following a  
26 declaration 'under penalty of perjury' with the same legal  
27 effect as if he or she had acknowledged it or sworn to its  
28 truth before a person authorized to administer oaths."

Initialed By: MR  
Husband

Initialed By: POB  
Wife

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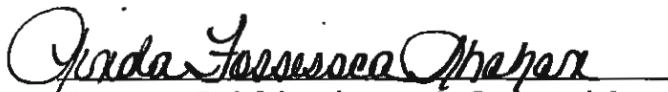
  
Paula Christine Beasley

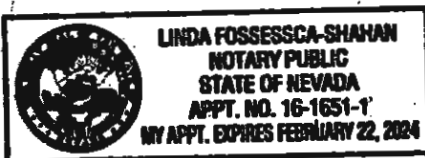
STATE OF NEVADA )

:ss.

COUNTY OF CLARK )

On this 15<sup>th</sup> day of March, 2022, before me,  
a Notary Public personally appeared Paula Beasley,  
personally know or proved to me to be the person whose name  
is subscribed the above Marital Settlement Agreement and  
who acknowledged to me that she executed the same freely  
and voluntarily and for the uses and purposes mentioned.

  
Notary Public in and for said  
County and State



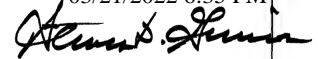
Initialed By: MB  
Husband

Initialed By: PB  
Wife

# EXHIBIT 2

# EXHIBIT 2

Divorce Decree



CLERK OF THE COURT

1 DECD  
 2 Aaron D. Grigsby, Esq.  
 3 Nevada Bar No. 9043  
 4 THE GRIGSBY LAW GROUP  
 5 A Professional Corporation  
 6 2880 West Sahara Ave.  
 7 Las Vegas, Nevada 89102  
 8 Tel: (702) 202-5235  
 9 Fax: (702) 944-7856  
 10 aaron@grigsbylawgroup.com

11 DISTRICT COURT  
 12 FAMILY DIVISION  
 13 CLARK COUNTY, NEVADA

14 In Re the Marriage of  
 15 PAULA BEASLEY,  
 16 and  
 17 MATTHEW BEASLEY,  
 18 Joint Petitioners.

19 Case No. D-22-644748-Z  
 20 Dept. No. U

21 DECREE OF DIVORCE

22 The verified Joint Petition for Summary Divorce  
 23 of Paula Beasley and Matthew Beasley, praying for a  
 24 Decree from this Court for Summary Disposition of  
 25 Divorce, with both parties' having consented to this  
 26 Court's jurisdiction and the Joint Petition having  
 27 been presented to this Court pursuant to Chapter 125  
 28 of the Nevada Revised Statutes. This Court has  
 complete jurisdiction in the premises, both as to the  
 subject matter, as well as the parties' and the Court  
 being satisfied that the requirements of the law  
 having been met the Court finds:

GRIGSBY LAW GROUP  
 2880 W. Sahara Ave.  
 Las Vegas, Nevada 89102  
 Tel: (702) 202-5235



GRIGSBY LAW GROUP  
2880 W. Sahara Ave.  
Las Vegas, Nevada 89102  
Tel: (702) 202-5235

- 1 1. Petitioner, Paula Beasley, currently residing at  
2 5475 Ruffian Road, Las Vegas, Nevada 89149, is  
3 now, and for a period of more than six (6) weeks  
4 immediately preceding the commencement of this  
5 action, has been an actual bona fide resident of  
6 the County of Clark, State of Nevada, with the  
7 intent to stay, making said State her home for  
8 an indefinite period of time;
- 9 2. Petitioner, Matthew Beasley, currently residing  
10 at 2190 E. Mesquite Ave, Pahrump, Nevada 89060;
- 11 3. The Petitioners were married on or about April  
12 12, 2007, in Las Vegas, Nevada, and have been  
13 and still are husband and wife;
- 14 4. There are two minor children born the issue of  
15 their marriage to wit: Maximus Beasley, born  
16 February 4, 2011, and Madden Beasley, born March  
17 15, 2012. There are no other minor children  
18 born or adopted through the marriage and Paula  
19 Beasley is not currently pregnant;
- 20 5. Jurisdiction under the Uniform Child Custody  
21 Jurisdiction Enforcement Act is conferred under  
22 NRS 125A.085(2) in that Nevada is the "home  
23 state" of the minor children;
- 24 6. That the Parties have come to an agreement  
25 regarding the custody and support of the  
26 children as set forth in the Marital Settlement  
27 Agreement;

28



GRIGSBY LAW GROUP  
2880 W. Sahara Ave.  
Las Vegas, Nevada 89102  
Tel: (702) 202-5235

- 1 7. That there are community assets and debts to be  
2 divided. That the parties have fairly and  
3 equitably made a distribution of their community  
4 property, assets and community debts as set  
5 forth in the Marital Settlement Agreement. A  
6 true copy of said Marital Settlement Agreement  
7 is attached hereto as Exhibit "A" and  
8 incorporated herein by reference;
- 9 8. The Petitioners waive their right to written  
10 notice of entry of the Decree of Divorce, and  
11 further waive their rights to appeal, obtain a  
12 new trial, and to request Findings of Facts and  
13 Conclusions of Law.

14 **IT IS THEREFORE ORDERED, ADJUDGED AND DECREED**  
15 that the bonds of matrimony existing between  
16 Petitioners Paula Beasley and Matthew Beasley, be and  
17 the same are wholly dissolved, and are hereby awarded  
18 a Decree of Divorce on the grounds of incompatibility  
19 and each of them is restored to the status of a  
20 single and unmarried persons;

21 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that  
22 the parties' have resolved all issues regarding the  
23 division of their community property, assets, and  
24 debts and child custody. The terms of the agreement  
25 are memorialized in the Marital Settlement Agreement  
26 attached as Exhibit "A" and incorporated by  
27 reference, approved, adopted, ratified and confirmed  
28

1 as an order of this Court and merged into this Decree  
2 as if set forth in full.

3 **THIS IS A FINAL DECREE**

Dated this 21st day of March, 2022

4  
5 

6 EKS

7 **588 C34 2BF5 733E**  
8 **Dawn R. Throne**  
9 **District Court Judge**

10 Submitted by:

11 /s/Aaron Grigsby  
12 Aaron Grigsby, Esq.  
13 2880 West Sahara Ave.  
14 Las Vegas, Nevada 89102  
15 Tel: (702) 202-5235  
16 Fax: (702) 944-7856  
17 aaron@grigsbylawgroup.com

GRIGSBY LAW GROUP  
2880 W. Sahara Ave.  
Las Vegas, Nevada 89102  
Tel: (702) 202-5235

# EXHIBIT A

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MARITAL SETTLEMENT AGREEMENT

THIS AGREEMENT is made and entered into, by and between Matthew Wade Beasley, sometimes hereinafter referred to as "Husband", and Paula Christine Beasley, sometimes hereinafter referred to as "Wife."

WITNESSETH:

WHEREAS, the parties were married in Las Vegas, Nevada, on or about April 12, 2007, and are Husband and Wife; and, Wife is not now pregnant.

WHEREAS, there are two minor children born the issue of their marriage to wit: Maximus Beasley born February 4, 2011 and Madden Beasley born March 15, 2012;

WHEREAS, in consequence of disputes and unhappy differences, the parties have separated and are now living separate and apart, and have agreed to live separate and apart during the balance of their natural lives; and,

WHEREAS, said Husband and Wife are desirous of settling all matters and claims as between them and making provision for division of their property, payment of support, and otherwise to make a full, complete and final settlement of all claims and matters of either party against the other in any regard whatsoever.

NOW, THEREFORE, in consideration of the premises and agreements hereinafter contained, it is hereby covenanted and agreed by and between parties as follows:

1. Alimony:

This Marital Settlement Agreement provided for herein are expressly accepted by each party in full satisfaction

Initialed By: MB  
Husband

Initialed By: PB  
Wife



1 and settlement of any and all claims and demands for  
2 support, maintenance, alimony, costs and all other  
3 allowances and awards in any divorce between the parties  
4 and any other action arising out of the parties'  
5 relationship as Husband and Wife, and also in full  
6 settlement of any and all claims to any part of any  
7 separate or other property of either party, and in full  
8 satisfaction, settlement and discharge of all claims and  
9 demands of whatsoever character and however arising against  
10 either party, any part of any separate or other property of  
11 either party, and in full satisfaction, settlement and  
12 discharge of all claims and demands of whatsoever character  
13 and however arising against either party.

14       2.    **Future Acts:**

15       That each party hereto is hereby released and absolved  
16 from any and all obligations and liabilities for the future  
17 acts and duties of the other, and that each of said parties  
18 hereby releases the other from any and all claims and  
19 demands, including all claims of either party upon the  
20 other for support and maintenance as Husband and Wife or  
21 otherwise, except as herein specifically provided, it being  
22 understood that this Agreement is intended to settle the  
23 rights of the parties hereto in all respects.

24       3.    **Future Acquisitions:**

25       That any and all property including but not limited to  
26 all income, earnings, or other property received or  
27 acquired by either party hereto from and after the date  
28 hereof shall be the sole and separate property of the one

Initialed By: MA  
Husband

Initialed By: AB  
Wife

1 so acquiring the same, and each of said parties hereby  
2 respectively grants to the other all such future  
3 acquisitions or property as the sole and separate property  
4 of the one so acquiring the same.

5 **4. Future Disposition of Property:**

6 That each of the said parties shall have an immediate  
7 right to dispose of and bequeath by Will his or her  
8 respective interest in and to any and all property  
9 belonging to him or her from and after the date hereof, and  
10 that said rights shall extend to all of the aforesaid  
11 acquisitions of property as well as to all property set  
12 over to either of the parties hereunto under this  
13 Agreement.

14 **5. Estates:**

15 A. That said parties hereto each waive any and all  
16 right to the estate of the other left at his or her death,  
17 and each forever quitclaims any and all rights to share in  
18 the estate of the other by the laws of succession and said  
19 parties hereby release on to the other all right to be the  
20 administrator or administratrix or executor or executrix of  
21 the estate of the other, and hereby release and waive all  
22 right to inheritance under any Will of the other executed  
23 prior to the within agreement and each of the said parties  
24 waives any and all right of homestead in the real property  
25 of the other and said parties each hereby waive any and all  
26 right to the estate or to any interest in the estate of the  
27 other from family allowance by way of inheritance and, from  
28 the date of this Agreement, said waiver of the other to the

Initialed By: MS  
Husband

Initialed By: RB  
Wife

1 estate of the other party shall be effective and each of  
2 the parties shall have all of the rights of single persons  
3 and shall maintain the relationship of single persons each  
4 toward the other.

5 B. This Agreement shall be binding upon and insure  
6 to the benefit of both parties and to their estates, heirs,  
7 executors, administrators, successors and assigns.

8 **6. Undue Influence:**

9 A. Both Husband and Wife acknowledge that each has  
10 had the opportunity to be represented in the negotiations  
11 for and in the preparation of the marital settlement  
12 agreement by counsel of their own choice, and that each has  
13 had the opportunity to have the agreement read to them and  
14 explained to them by counsel of their own choice and each  
15 is fully aware of the contents and legal effect of this  
16 Agreement.

17 **7. Divorce:**

18 A. In the event that either party shall hereafter  
19 obtain a divorce from the other, then it is agreed that in  
20 any decree of divorce which may be entered by the Court  
21 that this Agreement shall be incorporated by reference in  
22 such decree and merged therein and that the parties,  
23 respectively, upon application by either party, shall be  
24 ordered to comply with the terms and conditions hereof.

25 B. Anything in this Agreement to the contrary  
26 notwithstanding, neither of said parties shall be deemed  
27 hereby to waive any cause of action for divorce against the  
28 other.

Initialed By: ME  
Husband

Initialed By: AB  
Wife



1 C. This Agreement shall not in any manner interfere  
2 with the right of either party to hereafter institute or  
3 defend any action for divorce.

4 D. If there is a reconciliation of the parties after  
5 the execution of this Agreement, this Agreement shall  
6 nevertheless continue in full force and effect until it is  
7 modified or abrogated by another written instrument to that  
8 effect and signed by each of the parties.

9 **8. Disclosure:**

10 This Agreement contains all of the agreements between  
11 the parties and all other agreements and arrangements of  
12 the parties are merged into this Agreement. The parties  
13 each acknowledge that he or she respectively had made full  
14 disclosure of all property owned by each of them and all  
15 obligations which each of them may owe or assume by virtue  
16 hereof.

17 Each represents and warrants to the other that there  
18 is no item of marital property in existence which has not  
19 been mentioned in this Agreement and should any such item  
20 of personal property be discovered in the future and be  
21 established to be marital property, it shall be divided  
22 between the parties. Except as otherwise provided in this  
23 Agreement, each party releases the other from any and all  
24 liability, debts and obligations of any kind or character  
25 that have been or will be incurred from any and all claims  
26 and demands, including all claims that either party may  
27 have upon the other for support and maintenance as Husband  
28 and Wife, and it being understood that, by this present

Initialed By: MF  
Husband

Initialed By: RB  
Wife



1 Agreement, the parties intend to settle all obligations of  
2 their marital rights. In addition to the above warranties,  
3 Husband and Wife warrant to each other that they have not  
4 incurred and covenant that they will not incur, any  
5 liability or obligation for which the other party is or may  
6 be liable. If the other party is held liable for any  
7 breach of the within warranty, the breaching party shall  
8 indemnify the other party to the extent that said other  
9 party is required to pay any claim, action or other  
10 proceeding that may be brought as a result of the breaching  
11 party's action.

12 The present Marital Settlement Agreement sets forth  
13 the entire agreement of the parties on the matters it  
14 covers and supersedes any previous agreement between the  
15 parties and any pendente lite orders which may have been  
16 ordered in the proceedings. No other agreement, statement  
17 or promise made by or to either party or agent or  
18 representative of either party shall be binding on the  
19 parties unless it is in writing and signed by both parties  
20 or unless contained in an order of a court of competent  
21 jurisdiction.

22 **9. Waiver of Discovery:**

23 Each party is aware and has been informed that under  
24 the law each has broad financial discovery rights of the  
25 other party's finances, property and interests, including,  
26 but not limited to sworn financial declarations, sworn  
27 interrogatories, oral depositions under oath, the right to  
28 have accountants and appraisers conduct appraisals, examine

Initialed By: MB  
Husband

Initialed By: JB  
Wife

1 books, records, documents and the like and that each is  
2 knowingly and intelligently waiving such extensive and  
3 important rights.

4           10. No Formal Valuation; No Warranty of Value:

5           Distinct from the disclosure of the existence of  
6 community or separate property and debt, the parties have  
7 agreed on the value or amount of any asset or indebtedness  
8 listed herein or any schedule, attachment or exhibit  
9 hereto. They acknowledge and recite that each has made an  
10 independent judgment as to the value of the properties and  
11 the community and separate estates. The parties  
12 acknowledge they have from time to time discussed the  
13 worth, value or business potential and prospects of various  
14 assets, but those discussions are not being relied upon in  
15 the execution of this Agreement. The parties recite and  
16 agree such discussions were not intended as warranties or  
17 representations of value or business potential and have not  
18 been relied upon in entering into this Agreement. Each  
19 party assumes the risk of his or her own judgment and  
20 estimate of value and acknowledges each is without recourse  
21 if his or her judgment or estimate is erroneous. The  
22 parties knowingly and intelligently waive their right to  
23 determine the value of the assets distributed herein by  
24 formal appraisal or professional opinion. The parties  
25 acknowledge the values set forth on the schedule,  
26 attachment or exhibit herein may be materially erroneous  
27 and they accept that risk.

28           11. Litigation:

7

Initialed By: WV  
Husband

Initialed By: RB  
Wife

1           A. Husband and Wife agree that should litigation be  
2 required to enforce this Agreement, the prevailing party  
3 will be reimbursed reasonable attorney's fees and costs if  
4 the litigation is found not to have been brought in good  
5 faith.

6           B. This Marital Settlement Agreement and the rights  
7 and duties of the parties hereunder shall be construed and  
8 interpreted by and in accordance with the laws of the State  
9 of Nevada. Any future litigation under the terms of the  
10 present Marital Settlement Agreement shall be governed by  
11 the laws of the State of Nevada.

12                   **12. Execution of Further Documents, Delivery of**  
13                   **Documents, and/or Instruments:**

14           Each party shall execute promptly all documents and  
15 instruments necessary or convenient to vest titles and  
16 estates as provided in this Marital Settlement Agreement to  
17 effectuate its purpose and intent. The parties mutually  
18 covenant and agree, upon demand, to execute such other and  
19 further instruments or documents necessary or convenient to  
20 carry out the provisions of the Marital Settlement  
21 Agreement. Notwithstanding the failure or refusal of  
22 either party to execute any such instrument, this Agreement  
23 shall constitute a complete transfer and conveyance of the  
24 properties designated as being transferred, conveyed or  
25 assigned by each party. If the parties fail to execute any  
26 documents necessary to effectuate the terms of this  
27 Agreement, within thirty (30) days after the execution of  
28 the Agreement, and demand is made for execution of the

Initialed By: MB  
Husband

Initialed By: JB  
Wife



1 document or instrument, upon ex parte application to the  
2 District Court, within three (3) days prior notice of  
3 application to the other party, the Court shall be  
4 appointed to execute such documents. In the event either  
5 party shall fail to comply with this provision, he or she  
6 agrees to pay the other party all reasonable attorney's  
7 fees, court costs and other expenses reasonably necessary  
8 to achieve the result herein provided. However, neither  
9 party waives any privilege against nondisclosure of future  
10 separate income tax returns.

11           **13. Distribution of Community and Separate**  
12 **Personal Property:**

13           A. Each party hereby waives any and all rights in  
14 and to the miscellaneous personal possessions and clothing  
15 of Husband and Wife respectively.

16           B. Husband and Wife hereby acknowledge that their  
17 distribution of the community property estate is a  
18 substantially equal division of community property and both  
19 hereby confirm the property listed hereinafter to the  
20 other, as his or her sole and separate property.

21           C. Husband and Wife hereby elect to have the  
22 division of their marital estate treated as a non-taxable  
23 transfer between spouses, pursuant to the provisions of the  
24 1984 Tax Reform Act, which amended Section 1041 of the  
25 Internal Revenue Code. It is acknowledged by Husband and  
26 Wife that no gain or loss will be recognized on transfers  
27 of property between them which are incident to their  
28 divorce; and, it is further acknowledged that such

Initialed By: MP  
Husband

Initialed By: JB  
Wife

1 transfers are treated as if acquired by gift so that the  
2 basis of the property remains the same as it was prior to  
3 the transfer.

4 D. Husband agrees that Wife may have as and for  
5 her sole and separate property and Wife shall hold Husband  
6 free, clear and harmless for any liabilities on the  
7 following:

- 8 (1) The miscellaneous personal possessions,  
9 articles of clothing, jewelry,  
10 household furniture, furnishings and  
11 effects presently in the possession of  
12 Wife with the exception of the items  
13 specifically delineated in subsection  
14 E;
- 15 (2) Wife will receive the furnishings of  
16 the residence located at 548 Lucerne  
17 Way, S. Lake Tahoe, California 96150 as  
18 her sole and separate property;
- 19 (3) All bank accounts in Wife's name only,  
20 or jointly held with anyone other than  
21 Husband;
- 22 (4) Wife will retain the Range Rover as her  
23 sole and separate property. Wife will  
24 be solely responsible for any  
25 encumbrances on said vehicle;
- 26 (5) All vehicles not specifically  
27 delineated in sections D and E will be  
28 sold and the proceeds held until the

Initialed By: MB  
Husband

Initialed By: WB  
Wife

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resolution of all pending legal matters;

(6) Golf cart as her sole and separate property;

(7) Any retirement accounts solely in Wife's name and any debt associated with said retirement accounts;

(8) Any debts solely in Wife's name or with anyone other than Husband;

E. Wife agrees that Husband may have as and for his sole and separate property and Husband shall hold Wife free, clear and harmless for any liabilities on the following:

(1) The miscellaneous personal possessions, articles of clothing, jewelry, household furniture, furnishings and effects presently in the possession of Husband;

(2) All bank accounts in Husband's name only, or jointly held with anyone other than Wife;

(3) Husband will retain the Cadillac Escalade, as his sole and separate property. Husband will agree to assume any debt associated with the vehicle;

(4) All vehicles not specifically delineated in sections D and E will be sold and the proceeds held until the

Initialed By: MB  
Husband

Initialed By: JB  
Wife



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resolution of all pending legal matters;

(5) Boat and all trailers as his sole and separate property;

(6) 2 jet skis as his sole and separate property;

(7) 2 RTV's as his sole and separate property;

(8) Any retirement accounts solely in Husband's name and any debt associated with said retirement accounts;

(9) Any debts solely in Husband's name or with anyone other than Wife.

F. Subsequently Discovered Property: Should any property holding of the parties, which have been community property, come to the attention of the parties after the execution of this Agreement, the discovering party shall notify the other party as soon as is practicable as to the existence of additional assets and the same shall be equally divided between the parties where practicable or sold and the proceeds therefrom divided equally between the parties.

**14. Disposition of Community Real Property:**

A. Wife will retain the residence located at 5475 Kuffian Road, Las Vegas Nevada 89149 as her sole and separate property. Husband waives any interest in the above-referenced property.

Initialed By: MR  
Husband

Initialed By: RB  
Wife





1 C. Husband and Wife mutually agree and acknowledge  
2 that each party shall be solely responsible for any and all  
3 payments and obligations or debts which may be due and  
4 payable and which will be incurred by either Husband or  
5 Wife subsequent to their separation which occurred in March  
6 2022. Regarding any such obligations, payments or debts  
7 incurred by either Husband or Wife subsequent to their  
8 separation, Husband and Wife each agree to indemnify the  
9 other and hold the other free and harmless from any and all  
10 liability or responsibility for payment of the same.

11 D. Husband's Covenants: Husband covenants and  
12 represents that he will not at any time in the future incur  
13 or contract any debts, charges or liabilities, whatsoever  
14 for which the Wife, her legal representative, her property  
15 or her estate is now or may become liable, and the Husband  
16 further covenants at all time to keep the Wife free and  
17 harmless and indemnify her from any and all debts and  
18 liabilities hereafter contracted by him, including any and  
19 all indebtedness incurred prior to this Agreement which has  
20 not been addressed within this Agreement.

21 E. Wife's Covenants: Wife covenants and represents  
22 that she will not at any time in the future incur or  
23 contract any debts, charges or liabilities whatsoever for  
24 which the Husband, his legal representative, his property  
25 or his estate is now or may become liable, and his Wife  
26 further covenants at all times to keep the Husband free and  
27 harmless and indemnify him from any and all debts and  
28 liabilities hereafter contracted by her, including any all

Initialed By: MS  
Husband

Initialed By: JB  
Wife

1 indebtedness incurred prior to this Agreement which has not  
2 been addressed with this Agreement.

3 F. The parties' agree to file their income tax  
4 returns for 2021 and 2022, in the method that has the  
5 greatest benefit for the community. The Husband shall be  
6 solely responsible for any and all tax consequences for tax  
7 years 2015-2022.

8 **16. Matters Pertaining to Children:**

9 A. Husband and Wife are fit and proper persons to  
10 have joint legal of the minor children Maximus Beasley born  
11 February 4, 2011, and Madden Beasley born March 15, 2012,  
12 with Wife having primary physical custody. Husband is  
13 currently unable to exercise parenting time. The parties  
14 stipulate that Husband's release from custody will  
15 constitute a sufficient change of circumstances to justify  
16 modification of his parenting time.

17 B. By using the term "joint legal custody" the  
18 parties' mean to include the timely exchange of  
19 information relating to the health, education and  
20 welfare of the minor children. In the event of an  
21 emergency involving any of the minor children, the  
22 parent with physical custody at the time shall  
23 immediately notify the other parent of the details of  
24 the emergency and the location of the child at the  
25 time, there by affording the other parent the  
26 opportunity to respond to the child's location when  
27  
28

Initialed By: W/W  
Husband

Initialed By: RB  
Wife

1 the child has a medical emergency which includes  
2 taking the child to the emergency room. Medical  
3 emergency shall mean any event requiring treatment of  
4 a minor child in a hospital emergency room, doctor's  
5 office, or hospital.  
6

7 Each party shall promptly notify the other in  
8 case of a child's serious illness while in his or her  
9 custody and control. "Serious illness" shall mean any  
10 illness which confines a child to bed for more than  
11 three (3) days but shall not include ordinary  
12 childhood diseases unless complications are involved.  
13

14 An order of legal custody shall not be construed  
15 to permit an action that is inconsistent with the  
16 physical custody order unless the action is expressly  
17 authorized by the court. The parties will mutually  
18 agree to primary medical provides to include  
19 physicians, dentist and mental health providers, etc.,  
20 for the child and both parties agree not to take a  
21 child to another physician or doctor, unless it is an  
22 emergency or the parties agree in writing.  
23  
24

25 The parties agree that this parenting schedule is  
26 meant only to establish minimum parenting arrangements, and  
27 each of them hereby agrees to encourage and facilitate open  
28 communication and parenting of<sup>16</sup> the child. The parties may

Initialed By: MB  
Husband

Initialed By: VB  
Wife



1 alter and amend this parenting Agreement upon mutual  
2 Agreement and in writing.

3 C. Parental Cooperation and Major Decisions

4 Affecting the Child:

5 The parties agree to give support to each other in  
6 their role as parents, and to take into account the  
7 consensus of the other for the physical and emotional well-  
8 being of the minor child. Any disagreements between the  
9 parties shall first go before a family mediator to resolve  
10 the problems. If either party, prior to petitioning the  
11 court, refuses to mediate, without good cause, the  
12 responding party may request attorney's fees for filing an  
13 action in violation of this Agreement.  
14

15 D. Access To Records and Freedom of Access with

16 Minor Child:

17 Each of the parties agrees at all times to provide the  
18 other with their current residential and business telephone  
19 numbers and addresses and the location and present welfare  
20 of the minor child. Each party shall allow and encourage  
21 the other to have frequent association and a continuing  
22 relationship with the minor child.  
23

24 Each party shall be entitled to complete and full  
25 information from any doctor, dentist, psychologist, or  
26 other specialist attending the<sup>17</sup> minor child and to have

27 Initialed By: M/D  
28 Husband

Initialed By: [Signature]  
Wife

1 copies of any reports given to them as a parent. In  
2 addition thereto, each party shall be entitled to complete  
3 and full information from any teacher or school giving  
4 instructions to the minor child, and to have copies of any  
5 report given to them as a parent.  
6

7 The minor child shall have free and open access to  
8 either party. This access shall not be obstructed by  
9 either parent or anyone else.  
10

11 E. Child Support.

12 That pursuant to NAC 425, Husband will pay child  
13 support in the amount of two hundred dollars (\$200.00) each  
14 month as and for the support of the parties' minor  
15 children. The parties' agree that the above-referenced  
16 child support payments are in the best interest of the  
17 parties' minor children and for child support which  
18 complies with the provisions set forth in NAC 425. The  
19 obligation of child support shall continue until such time  
20 as the minor child reaches eighteen (18) years of age, or  
21 nineteen (19) if still enrolled in high school, marries or  
22 becomes otherwise emancipated.  
23  
24

25 Pursuant to NRS 125B.145, at least every three years,  
26 either parent may request a review of the child support.  
27 Anytime there are changed circumstances either party may  
28 file a motion with the court to review the child support

Initialed By: MR  
Husband

Initialed By: FB  
Wife

1 obligation.

2 F. Medical and Dental:

3 The parties agree that both parents shall maintain  
4 health insurance coverage for the minor children during the  
5 children's minority if insurance is available through their  
6 respective employers. The parties further agree in  
7 relation thereto that all uninsured medical, dental and  
8 related bills and expenses incurred by or on behalf of the  
9 minor children, including the deductible, shall be equally  
10 paid by Husband and Wife. The parties agree to provide all  
11 cooperation necessary and forms required to facilitate the  
12 submission to insurance for payment of the said medical and  
13 related bills incurred on behalf of the parties' minor  
14 children. Any medical bills and/or co-payments incurred on  
15 behalf of the child shall be sent to the parent for  
16 reimbursement within 30 days of payment and/or of receiving  
17 the "Explanation of Benefits" from the insurance company in  
18 which a copy of said payment and/or "Explanation of  
19 Benefits" will be sent to the other parent and one-half (½)  
20 of the unreimbursed portion of the uncovered expense will  
21 be paid within 30 days of receipt of proof of payment  
22 and/or coverage.

27 G. Child Dependency Exemption for Tax Purposes:

28

Initialed By: ME  
Husband

Initialed By: PB  
Wife



1 It is agreed between the parties' that for tax  
2 purposes, that Wife shall have the dependency exemption  
3 each year. Each party agrees to file their Internal  
4 Revenue Service Tax Forms consistent with the terms of this  
5 provision. It is the intent of both parties that the  
6 income tax consequences of any dependency exemption  
7 concerning the minor child be interpreted consistent with  
8 this Agreement.

9 **17. Attorney's Fees:**

10 A. Husband shall bear the sole responsibility for  
11 payment of his respective attorney's fees, court costs and  
12 miscellaneous expenses incurred on his behalf in connection  
13 with the present divorce proceeding.

14 B. Wife shall bear the sole responsibility for  
15 payment of her respective attorney's fees, court costs and  
16 miscellaneous expenses incurred on her behalf in connection  
17 with the present divorce proceeding.

18 C. Should either party fail to perform his or her  
19 respective obligations under this Marital Settlement  
20 Agreement or the Judgment and Decree of Divorce to be  
21 entered and the other is thereby required to incur  
22 attorney's fees, accountant's fees, or other fees and  
23 costs, then the prevailing party shall be entitled to  
24 attorney's fees and costs against the other party. These  
25 same rights apply if either party has breached any  
26 warranties or representations set forth in the present  
27 Marital Settlement Agreement.

28 **18. Miscellaneous:** 20

Initialed By: HL  
Husband

Initialed By: RB  
Wife



1 A. If any portion of this Agreement is held illegal,  
2 unenforceable, void or voidable by any Court, each of the  
3 remaining terms shall continue in full force as a separate  
4 agreement.

5 B. Husband and Wife agree that each shall have the  
6 right to live separately from the other without  
7 interference or harassment.

8 C. No waiver of the breach of any of the terms or  
9 provisions of this Agreement shall be a waiver of any  
10 preceding or succeeding breach of the agreement or any  
11 other provisions of it.

12 D. All existing charge accounts and credit cards in  
13 the names of Husband and Wife, or in the name of either of  
14 them under which the other can make purchases, shall be  
15 terminated as of the date of the execution of this  
16 Agreement.

17 E. Husband and Wife hereby acknowledge that all  
18 personal property, including but not limited to all  
19 retirement plans, savings accounts, I.R.A.'s, cash and any  
20 other investment accounts have been disclosed.

21 F. The captions of various paragraphs in this  
22 Agreement are for convenience only and none of them is  
23 intended to be any part of the substance of this Agreement,  
24 nor intended to be referred to in construing any of the  
25 provisions of this Agreement.

26 NOTICE OF DISCLAIMER AS TO TAX ADVICE

27 Each party acknowledges that their respective  
28 attorneys make no representations as to the tax obligations

Initialed By: MS  
Husband

Initialed By: JB  
Wife

1 and/or consequences to either party as a result of this  
2 Agreement. Wife and Husband also acknowledge that they  
3 have been specifically advised to seek independent tax  
4 advice concerning the effects of this agreement.

5 ENTIRE AGREEMENT


6 This Agreement represents the entire agreement between  
7 the Parties and it is agreed that there is no further or  
8 other understanding among them.

9 MODIFICATIONS

10 The Parties further agree that this Agreement cannot  
11 be altered, amended or modified except by an instrument in  
12 writing, executed by both Parties.

13 WE EXECUTE THIS AGREEMENT on and make it effective on  
14 the date first above written.

15 Signed under penalty of perjury:

16  
17   
18 \_\_\_\_\_  
19 Matthew Wade Beasley  
20 Inmate # 89679509

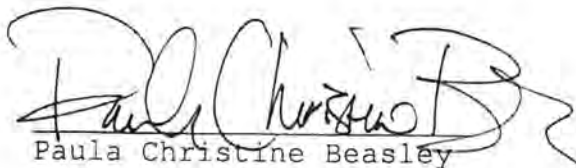
21 10-19-22  
22 \_\_\_\_\_  
23 Date

24 Pursuant to NRS 208.165, "A prisoner may execute a document  
25 by signing his or her name immediately following a  
26 declaration 'under penalty of perjury' with the same legal  
27 effect as if he or she had acknowledged it or sworn to its  
28 truth before a person authorized to administer oaths."

Initialed By: MF  
Husband

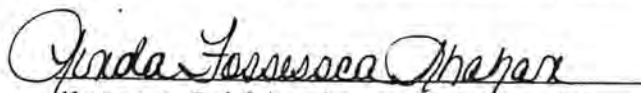
Initialed By: POB  
Wife

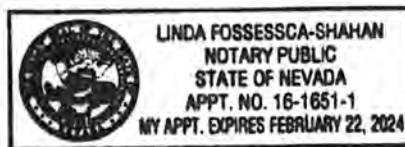
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Paula Christine Beasley

STATE OF NEVADA        )  
  : ss.  
COUNTY OF CLARK        )

On this 15<sup>th</sup> day of March, 2022, before me,  
a Notary Public personally appeared Paula Beasley,  
personally know or proved to me to be the person whose name  
is subscribed the above Marital Settlement Agreement and  
who acknowledged to me that she executed the same freely  
and voluntarily and for the uses and purposes mentioned.

  
Notary Public in and for said  
County and State



Initialed By: MB  
Husband

Initialed By: PB  
Wife

# **Exhibit #B**



1 NOTICE: IN ORDER TO ENSURE YOU RECEIVE PROPER NOTICE  
2 OF FUTURE LEGAL ACTION IN THIS MATTER, YOU HAVE AN  
3 AFFIRMATIVE DUTY TO UPDATE YOUR PERSONAL INFORMATION  
4 WITH THE CLERK OF THE COURT AND TO SERVE THE OPPOSING  
5 PARTY WITH A COPY OF ANY SUCH CHANGE OF INFORMATION  
6 FILED WITH THE COURT. YOUR FAILURE TO UPDATE YOUR  
7 PERSONAL INFORMATION MAY RESULT IN SERVICE OF LEGAL  
8 PROCESS BEING EFFECTUATED TO AN INVALID ADDRESS AND  
9 ADVERSE RELIEF BEING GRANTED BY THE COURT.

10 The parents understand and acknowledge that, pursuant to the terms of the  
11 Parental Kidnaping Prevention Act, 28 U.S.C. §1738A, and the Uniform Child  
12 Custody Jurisdiction and Enforcement Act, NRS 125A.005, et seq., the courts of  
13 Nevada have exclusive modification jurisdiction of the custody, visitation, and  
14 child support terms relating to the child at issue in this case so long as either of  
15 the parents, or the child, continue to reside in Nevada.

16 **NOTICE IS HEREBY GIVEN** of the following provision of NRS  
17 125C.0045(6):

18 PENALTY FOR VIOLATION OF ORDER: THE ABDUCTION,  
19 CONCEALMENT OR DETENTION OF A CHILD IN VIOLATION OF THIS  
20 ORDER IS PUNISHABLE AS A CATEGORY D FELONY AS PROVIDED IN  
21 NRS 193.130. NRS 200.359 provides that every person having a limited right of  
22 custody to a child or any parent having no right of custody to the child who  
23 willfully detains, conceals, or removes the child from a parent, guardian or other  
24 person having lawful custody or a right of visitation of the child in violation of an  
25 order of this Court, or removes the child from the jurisdiction of the Court  
26 without the consent of either the Court of all persons who have the right to  
27 custody or visitation is subject to being punished for a category D felony as  
28 provided in NRS 193.130.

1           **NOTICE IS HEREBY GIVEN** that the terms of the Hague Convention of  
2 October 25, 1980, adopted by the 14th Session of the Hague Conference on  
3 Private International Law, apply if a parent abducts or wrongfully retains a child  
4 in a foreign country. The parties are also put on notice of the following provision  
5 of NRS 125C.0045(8):

6 If a parent of the child lives in a foreign country or has significant commitments  
7 in a foreign country:

8           (a) The parties may agree, and the Court shall include in the order for  
9 custody of the child, that the United States is the country of habitual  
10 residence of the child for the purposes of applying the terms of the Hague  
11 Convention as set forth in subsection 7.

12           (b) Upon motion of one of the parties, the Court may order the parent  
13 to post a bond if the Court determines that the parent poses an imminent  
14 risk of wrongfully removing or concealing the child outside the country of  
15 habitual residence. The bond must be in an amount determined by the  
16 Court and may be used only to pay for the cost of locating the child and  
17 returning him/her to his/her habitual residence if the child is wrongfully  
18 removed from or concealed outside the country of habitual residence. The  
19 fact that a parent has significant commitments in a foreign country does not  
20 create a presumption that the parent poses an imminent risk of wrongfully  
21 removing or concealing the child.

22           **NOTICE IS HEREBY GIVEN** that the parties are subject to the  
23 relocation requirements of NRS 125C.006 & NRS 125C.0065. If joint or primary  
24 physical custody has been established pursuant to an order, judgment or decree of  
25 a Court and one parent intends to relocate his/her residence to a place outside of  
26 this State or to a place within this State that is at such a distance that would  
27 substantially impair the ability of the other parent to maintain a meaningful  
28 relationship with the child, and the relocating parent desires to take the child with



1 him/her, the relocating parent shall, before relocating: (a) attempt to obtain the  
2 written consent of the non-relocating parent to relocate with the child; and (b) if  
3 the non-relocating parent refuses to give that consent, petition the Court for  
4 permission to move and/or for primary physical custody for the purpose of  
5 relocating. A parent who desires to relocate with a child has the burden of proving  
6 that relocation with the child is in the best interest of the child. The Court may  
7 award reasonable attorney's fees and costs to the relocating parent if the Court  
8 finds that the non-relocating parent refused to consent to the relocating parent's  
9 relocation with the child without having reasonable grounds for such refusal, or  
10 for the purpose of harassing the relocating parent. A parent who relocates with a  
11 child pursuant to this section without the written consent of the other parent or the  
12 permission of the Court is subject to the provisions of NRS 200.359. The failure  
13 of a parent to comply with the provisions of this section may be considered as a  
14 factor if a change of custody is requested by the non-custodial parent.

15 **NOTICE IS HEREBY GIVEN** that the parties are subject to the  
16 provisions of NRS Chapter 31A and NRS 425.560 regarding the collection of  
17 delinquent child support payments.

18 **NOTICE IS HEREBY GIVEN** that:

19 A. Pursuant to NRS 125B.140, if an installment of an obligation to pay support  
20 for a child becomes delinquent, the court shall determine interest upon the  
21 arrearages at a rate established pursuant to NRS 99.040, from the time each  
22 amount became due. Interest shall continue to accrue on the amount ordered until  
23 it is paid, and additional attorney's fees must be allowed if required for collection.  
24 B. Pursuant to NRS 125B.145, an award of child support shall be reviewed by the  
25 court at least every three (3) years to determine whether the award should be  
26 modified. The review will be conducted upon the filing of a request by a (1)  
27 parent or legal guardian of the child; or (2) the Nevada State Welfare Division or  
28

1 the District Attorney's Office, if the Division of the District Attorney has  
2 jurisdiction over the case.

3 C. Pursuant to NRS 125.450(2), the wages and commissions of the parent  
4 responsible for paying support shall be subject to assignment or withholding for  
5 the purpose of payment of the foregoing obligation of support as provided in NRS  
6 31A.020 through 31A.240, inclusive.

7 **NAC 425.165 - If the child support order is for more than one child  
8 and does not allocate a specific amount to each child, the following notice  
9 must be added:**

10 **NOTICE IS HEREBY GIVEN** that if either party wants to adjust the  
11 amount of child support established in this order, they must file a motion to  
12 modify the order with or submit a stipulation to the court. If a motion to modify  
13 the order is not filed or a stipulation is not submitted, the child support obligation  
14 established in this order will continue until such time as all children who are the  
15 subject of this order reach 18 years of age or, if the youngest child who is subject  
16 to this order is still in high school when he/she reaches 18 years of age, when the  
17 child graduates from high school or reaches 19 years of age, whichever comes  
18 first. Unless the parties agree otherwise in a stipulation, any modification made  
19 pursuant to a motion to modify the order will be effective as of the date the  
20 motion was filed.  
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1 **CSERV**

2  
3 DISTRICT COURT  
4 CLARK COUNTY, NEVADA

5  
6 In the Matter of the Joint Petition | CASE NO: D-22-644748-Z  
7 for Divorce of: | DEPT. NO. Department U  
8 Paula Beasley and Matthew  
9 Beasley

10 **AUTOMATED CERTIFICATE OF SERVICE**

11 This automated certificate of service was generated by the Eighth Judicial District  
12 Court. The foregoing Decree of Divorce was served via the court's electronic eFile system to  
13 all recipients registered for e-Service on the above entitled case as listed below:

14 Service Date: 3/21/2022

15 Aaron Grigsby aaron@grigsbylawgroup.com

16 Abira Grigsby abira@grigsbylawgroup.com

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Research

Electronically Filed  
03/18/2022 8:56 AM  
*Alvin S. Smith*  
CLERK OF THE COURT

1 ORDR  
2 Aaron D. Grigsby, Esq.  
3 Nevada Bar No. 9043  
4 THE GRIGSBY LAW GROUP  
5 A Professional Corporation  
6 2880 West Sahara Ave.  
7 Las Vegas, Nevada 89102  
8 Tel: (702) 202-5235  
9 Fax: (702) 944-7856  
10 aaron@grigsbylawgroup.com

DISTRICT COURT  
FAMILY DIVISION  
CLARK COUNTY, NEVADA

11 In Re the Marriage of  
12 PAULA BEASLEY, Case No. D-22-644748-Z  
13 and Dept. No. U  
14 MATTHEW BEASLEY,  
15 Joint Petitioners.  
16

EX-PARTE ORDER SEALING RECORDS

17  
18  
19 This Court having reviewed and considered the Ex-  
20 Parte Motion, and it appearing to the satisfaction of  
21 the Court and good cause appearing therefore;

22 **IT IS HEREBY ORDERED** that all other papers,  
23 records, proceedings and evidence, including all  
24 exhibits and transcripts of the testimony, be, and  
25 the same hereby are, sealed forthwith pursuant to and  
26 as provided by Nevada law<sup>1</sup>, and that same shall remain  
27 sealed until otherwise ordered by this court, except  
28

<sup>1</sup> NRS 125.110

GRIGSBY LAW GROUP  
2880 W. Sahara Ave.  
Las Vegas, Nevada 89102  
Tel: (702) 202-5235

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Tel: (702) 202-5235

1 that the same may be opened to the parties and  
2 counsel of record, or when required as evidence in  
3 another action or proceeding;

4 **IT IS HEREBY FURTHER ORDERED**, that the trial and  
5 all proceedings conducted in this matter from this  
6 day forward shall be private, and that all persons  
7 shall be excluded from the court or chambers wherein  
8 such proceedings take place, except the officers of  
9 this court, the parties, any witnesses, and the  
10 parties counsel, the parents or guardian(s) of the  
11 parties, and the siblings of the parties, as provided  
12 and pursuant to NRS 125.080

Dated this 18th day of March, 2022



District Court Judge  
37A 2B4 28D5 05E7  
Dawn R. Throne  
District Court Judge

17 Submitted by:

18  
19 /s/Aaron Grigsby  
20 Aaron Grigsby, Esq.  
21 2880 West Sahara Ave.  
22 Las Vegas, Nevada 89102  
23 Tel: (702) 202-5235  
24 Fax: (702) 944-7856  
aaron@grigsbylawgroup.com

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**CSERV**

DISTRICT COURT  
CLARK COUNTY, NEVADA

In the Matter of the Joint Petition  
for Divorce of:

Paula Beasley and Matthew  
Beasley

CASE NO: D-22-644748-Z

DEPT. NO. Department U

**AUTOMATED CERTIFICATE OF SERVICE**

Electronic service was attempted through the Eighth Judicial District Court's electronic filing system, but there were no registered users on the case. The filer has been notified to serve all parties by traditional means.

# EXHIBIT 3

# EXHIBIT 3

Declaration of Geoff Winkler

**GREENBERG TRAURIG, LLP**  
10845 Griffith Peak Drive  
Suite 600  
Las Vegas, Nevada 89135  
Telephone: (702) 792-3773  
Facsimile: (702) 792-9002

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hendricksk@gtlaw.com  
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*Attorneys for Geoff Winkler Receiver for  
J&J Consulting Services, Inc., J&J Consulting Services, Inc.,  
J and J Purchasing LLC, The Judd Irrevocable Trust,  
and BJ Holdings LLC*

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MATTHEW D. PHAM\*  
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\*admitted *pro hac vice*  
**ALLEN MATKINS LECK GAMBLE  
MALLORY & NATSIS LLP**  
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Suite 2800  
Los Angeles, California 90017-2543  
Telephone: (213) 622-5555  
Facsimile: (213) 620-8816

**UNITED STATES DISTRICT COURT  
DISTRICT OF NEVADA**

SECURITIES AND EXCHANGE  
COMMISSION,

Plaintiff,

vs.

MATTHEW WADE BEASLEY *et al.*

Defendants;

THE JUDD IRREVOCABLE TRUST *et al.*

Relief Defendants.

Case No. 2:22-CV-00612-CDS-EJY

**DECLARATION OF GEOFF WINKLER  
IN SUPPORT OF MOTION TO  
COMPEL OR ALTERNATIVE MOTION  
FOR ORDER TO SHOW CAUSE WHY  
PAULA BEASLEY AND AARON  
GRIGSBY SHOULD NOT BE HELD IN  
CONTEMPT FOR FAILURE TO  
COMPLY WITH THIS COURT'S  
ORDERS AND REQUEST FOR  
TURNOVER OF MERCEDES G-  
WAGON OR VALUE OF SAME**

///

///

**GREENBERG TRAUERIG, LLP**  
10845 Griffith Peak Drive  
Suite 600  
Las Vegas, Nevada 89135  
Telephone: (702) 792-3773  
Facsimile: (702) 792-9002

1 I, GEOFF WINKLER, hereby declare as follows:

2 1. I am a founding member and CEO of American Fiduciary Services, LLC and was  
3 appointed by this Court as the Receiver for J&J Consulting Services, Inc., an Alaska corporation; J&J  
4 Consulting Services, Inc., a Nevada corporation; J and J Purchasing LLC; The Judd Irrevocable Trust;  
5 and BJ Holdings LLC, and over the Wells Fargo Interest on Lawyers' Trust Account ending in 5598  
6 and held in the name of the Beasley Law Group PC, along with the personal assets of Matthew Wade  
7 Beasley; Jeffrey J. Judd; Christopher R. Humphries; Shane M. Jager; Jason M. Jongeward; Denny  
8 Seybert; and Roland Tanner (collectively, the "Receivership Defendants") in the above captioned  
9 matter on June 3, 2022 (ECF 88) ("Appointment Order").

10 2. I make this declaration in support of the Receiver's Motion to Compel or Alternative  
11 Motion for Order to Show Cause Why Paula Beasley and Aaron Grigsby Should Not be Held in  
12 Contempt of Court for Failure to Comply with This Court's Orders and Request for Turnover of  
13 Mercedes G-Wagon or Value of Same (the "Motion").

14 3. I have personal knowledge of the following facts and am competent to testify thereto  
15 if necessary.

16 4. Immediately after my appointment as Receiver, I reached out to Defendants and/or  
17 their legal counsel to identify receivership assets and facilitate the turnover of the same. My efforts  
18 included reaching out to Paula Beasley and her attorney Aaron Grigsby.

19 5. On June 9, 2022, I met with Paula and Mr. Grigsby and retrieved several vehicles and  
20 discussed the turnover over of real property in the Beasley's names.

21 6. Specifically, we discussed the turnover of property in South Lake Tahoe, Paula  
22 vacating a home located on Ruffian Road in Las Vegas (the "Ruffian Property") in July of 2022 and  
23 turning it over to the Receiver, and the turnover of property in Mt. Charleston.

24 7. The vehicles that were turned over on June 9, 2022 included a motorhome, Jeep  
25 Wrangler, Cadillac Escalade ESV, Chevrolet Tahoe and Chevrolet Silverado.

26 8. We also discussed the turnover of a 2020 Mercedes Benz G63 G-Wagon (the "G-  
27 Wagon") and Paula told me it was in the shop undergoing repairs. However, both Paula and  
28 Mr. Grigsby told me the G-Wagon would be turned over to me at a later date.

1           9.       During my June 9, 2022 meeting with Paula and Mr. Grigsby, Paula indicated she  
2 would vacate the Ruffian Property in July and would move to a less expensive home.

3           10.       On or around August 4, 2022, I became aware that a mortgage payment had not been  
4 made on the Ruffian Property since approximately April, 2022 and that a Notice of Breach and  
5 Election to Sell had been issued. I instructed my counsel to contact Mr. Grigsby regarding payment  
6 and outstanding issues relating to documents and the turnover of the G-Wagon. The mortgage on the  
7 Ruffian Property was subsequently brought current.

8           11.       The G-Wagon is a substantial Receivership Asset that was valued at over \$250,000. I  
9 never consented to Paula Beasley retaining or selling the G-Wagon.

10          12.       After a series of delays, on August 23, 2022, I spoke with Mr. Grigsby via telephone.  
11 During the telephone call, Mr. Grigsby advised me that Paula would turn over the Ruffian Property  
12 on August 29, 2022 and that he would provide the code for entry to the Mt. Charleston Property so I  
13 could proceed with selling the same. Paula vacated the Ruffian Property in late August of 2022 and  
14 the keys to the same were turned over to me as was the Mt. Charleston Property. (The South Lake  
15 Tahoe was turned over previously).

16          13.       During the August 23<sup>rd</sup> call, Mr. Grigsby also represented to me that he had received  
17 permission from the Securities and Exchange Commission (“SEC”) to sell the G-Wagon. I asked that  
18 he provide me documentation relating to such authorization and have yet to be provided the same.

19          14.       I am still seeking information regarding other vehicles that Paula Beasley sold,  
20 including an Aston Martin and a Ferrari. In September of 2022, my team discovered that the G-  
21 Wagon is in the possession of a third-party. I became aware that the G-Wagon was offered for sale at  
22 Vegas Auto Gallery, a dealership in Las Vegas, Nevada. Subpoenas were issued to obtain information  
23 regarding what transpired.

24          15.       Through subpoenaed records, it was discovered that the G-Wagon was on  
25 consignment, presented by an individual named Andre Nelms. Shortly after the issuance of the  
26 Subpoena, I was notified that Mr. Nelms retrieved the vehicle from the dealership.

27          16.       The G-Wagon is currently in the possession of Mr. Nelms. Mr. Nelms provided  
28 documentation in response to a subpoena served on him in person on October 7, 2022 when he and

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Suite 600  
Las Vegas, Nevada 89135  
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1 his attorney met with my counsel, Kara Hendricks at her office. Mr. Nelms provided background  
2 regarding how he obtained the G-Wagon at that time and I participated in the discussion via telephone.

3 17. According to Mr. Nelms, he acquired the G-Wagon through Aaron Grigsby.  
4 Mr. Nelms indicated that he looked at the G-Wagon on or about March 29, 2022 and purchased it on  
5 March 30, 2022 after providing Mr. Grigsby \$100,000 in cash. However, he has no receipt for the  
6 cash payment and did not receive the title to the vehicle at that time. Mr. Nelms indicated that he  
7 issued two certified checks on June 30, 2022 in the amount of \$22,165.00 to Paula Beasley and for  
8 \$47,835.00 to the Alexander Dawson School with a memo showing it was for Paula Beasley's  
9 children. Mrs. Nelms stated those checks were the final payment for the G-Wagon.

10 18. On October 11, 2022, I met with Mr. Nelms and Ben Tranquillo at Ms. Hendricks  
11 office in Las Vegas and was able to view the G-Wagon.

12 19. On October 11, 2022 I also met with Paula and Mr. Grigsby and among other things,  
13 asked questions regarding the sale of the G-Wagon. Mr. Grigsby reiterated that that the SEC gave  
14 him permission to sell the G-Wagon. However, his story on how the purchase transpired was not  
15 consistent with the information that was provided by Mr. Nelms and he did not provide any documents  
16 regarding the same.

17 I declare under penalty of perjury under the laws of the United States of America and the State  
18 of Nevada that the foregoing is true and correct.

19 DATED this 21st day of October 2022

20 */s/ Geoff Winkler*

21 \_\_\_\_\_  
22 GEOFF WINKLER  
23 Declarant  
24  
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Suite 600  
Las Vegas, Nevada 89135  
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Facsimile: (702) 792-9002

# **EXHIBIT 4**

# **EXHIBIT 4**

Letter to A. Grigsby re Paula Beasley



Kara B. Hendricks  
Tel 702.792.3773  
Fax 702.792.9002  
hendricksk@gtlaw.com

August 4, 2022

VIA ELECTRONIC MAIL AND FIRST CLASS MAIL

Aaron D. Grigsby, Esq  
Grigsby Law Group  
2880 W. Sahara Avenue  
Las Vegas, Nevada 89102  
[aaron@grisbylawgroup.com](mailto:aaron@grisbylawgroup.com)

**Re: Paula Beasley’s Non Compliance**  
*Securities and Exchange Commission v. Matthew Wade Beasley, et al.*  
United States District Court Case No. 2:22-cv-00612-CDS-EJY

Dear Aaron:

This letter will serve as a follow-up to our discussion earlier this week regarding Paula Beasley and a number of issues that require your immediate attention. Unless stated otherwise, we request that the documents referenced herein be provided on or before August 12, 2022.

First, Ms. Beasley’s failure to move from the house located at 5475 Ruffian Road, Las Vegas, Nevada (“Ruffian House”) as previously agreed to by July 31, 2022 is disconcerting. Not only is the Ruffian House undisputedly Receivership Property (as defined in the order appointing receivers in the above referenced matter), but we have recently learned that no payments have been made on the Ruffian House since approximately April of 2022 and understand that a Notice of Breach and Election to Sell has been issued. This is unacceptable. **Ms. Beasley must immediately bring the payments current on the Ruffian House and provide the Receiver proof of payment, provide documentation showing all property taxes have been paid, provide proof of insurance on the house, and proof that all HOA fees and expense are up to date.**

Second, based on our discussion, I understand that Ms. Beasley unilaterally delayed moving from the Ruffian home until August 20, 2022. This is unacceptable. The Receiver’s consent should have been requested prior to the expiration of the July 31st deadline. Please be advised if the Ruffian House is not vacated and the keys provided to the Receiver by August 22, 2022, the Receiver will consider seeking Court intervention to facilitate the same.

- ALBANY
- AMSTERDAM
- ATLANTA
- AUSTIN
- BOSTON
- CHICAGO
- DALLAS
- DELAWARE
- DENVER
- FORT LAUDERDALE
- HOUSTON
- LAS VEGAS
- LONDON\*
- LOS ANGELES
- MEXICO CITY\*
- MIAMI
- MILAN\*\*
- NEW JERSEY
- NEW YORK
- NORTHERN VIRGINIA
- ORANGE COUNTY
- ORLANDO
- PALM BEACH COUNTY
- PHILADELPHIA
- PHOENIX
- ROME\*\*
- SACRAMENTO
- SAN FRANCISCO
- SEOUL\*
- SHANGHAI
- SILICON VALLEY
- TALLAHASSEE
- TAMPA
- TEL AVIV\*
- WARSAW-
- WASHINGTON, D.C.
- WESTCHESTER COUNTY

\* OPERATES AS GREENBERG TRAUIG MAHER LLP  
 \* OPERATES AS GREENBERG TRAUIG, S.C.  
 \* A BRANCH OF GREENBERG TRAUIG, P.A. FLORIDA, USA  
 \* OPERATES AS GREENBERG TRAUIG GRZESIAK sp. z o.o.  
 \*\* OPERATES AS GREENBERG TRAUIG LLP FOREIGN LEGAL CONSULTANT OFFICE  
 \*\* STRATEGIC ALLIANCE

August 4, 2022

Page | 2

Third, we have yet to be provided a date for the turnover of the Mercedes G-Wagon that is in Ms. Beasley's possession. **Please provide a date prior to August 12, 2022 when the Receiver can pick up the Mercedes G-Wagon and any other vehicles that Ms. Beasley continues to retain, if not previously agreed to by the Receiver.**

Fourth, as discussed, the Receiver has previously requested, but not been provided information regarding the sale of vehicles owned by the Beasley's since the March 2022 FBI raid. Please provide all sales documents and any other available information regarding the vehicles sold including the make and model of each vehicle and the price received.

Fifth, it is our understanding Ms. Beasley will be moving to the property located at 5317 Schoofey St, Las Vegas, Nevada. Please provide proof that all mortgage payments are fully paid on this property, proof that property taxes are up to date, proof of insurance on the house, and proof that any HOA fees and related expense are current.

Sixth, in regard to the home located at 2143 Via Regina Coeli Street, Mt. Charleston, we also need to obtain proof that all mortgage payments are fully paid, proof that property taxes are up to date, proof of insurance on the house, and proof that any HOA fees and related expense are current. Additionally, we would like to discuss a plan for this property to be turned-over to the Receiver.

Seventh, please provide proof of insurance for the vehicles the Receiver agreed to allow Ms. Beasley to maintain for personal use.

Finally, please provide an inventory of the assets Ms. Beasley continues to hold, so the Receiver can evaluate the same. Any existing lists should be provided by August 12, 2022. Additionally, to the extent a new asset list is created at the time of the move, please provide the updated list immediately thereafter.

Thank you for your prompt attention to this matter and we look forward to receiving the information outlined above by August 12, 2022.

Best regards,

GREENBERG TRAURIG, LLP

*/s/ Kara B. Hendrick*

Kara B. Hendricks  
Shareholder

cc: Geoff Winkler (via E-Mail)

# EXHIBIT 5

# EXHIBIT 5

Letter from Grigsby Law Group





August 22, 2022

Via electronic mail

Kara B. Hendricks  
Greenberg Trauig  
10845 Griffith Peak Drive, Suite 600  
Las Vegas, Nevada, 89135

Re: SEC v. Matthew Wade Beasley, et al.,  
In the United States District Court  
Case No. 2:22-cv-00612-CDS-EJY

Kara:

I'm not sure how this correspondence was sent but to date, the only communication that we have had other than a phone call was e-mails on July 19, 20, 27 and August 8, 11, and 16. The first time that I received your letter dated August 4, 2022, was as an attachment to your August 16, 2022, e-mail. Moving on to the salient part of the correspondence.

There appears to be a misunderstanding regarding the communications that I have had with Mr. Winkler. First, there was never a final date agreed upon for Paula Beasley to vacate the property located at 5475 Ruffian Road, Las Vegas, Nevada. Multiple time periods were discussed which includes a brief discussion of the end of July. It is my recollection that we agreed that she would exit the residence sometime around the beginning of the children's school year. Now that Paula has satisfied the Notice of Breach and brought the payments current including the paying for the month of August, she will exit the residence prior to the end of the month. I will reach out to the Receiver to arrange a mutually agreeable time to turn over the residence.

Second based on your letter, there is clearly some kind of gap between my communication with the Receiver and the contents of your correspondence. Mr. Winkler sent me an e-mail on June 28, 2022, requesting a status of four vehicles. I provided a response the next day via e-mail. I have had several subsequent e-mail correspondences with Mr. Winkler and he has not requested any additional information regarding any vehicles. I will reach out to him directly regarding the vehicles.

If you have any questions or concerns, please contact my office.

Sincerely,

Dictated but not read



Aaron D. Grigsby, Esq.

ADG

cc: file

Paula Beasley

# EXHIBIT 6

# EXHIBIT 6

Letter to Aaron Grigsby



Kara B. Hendricks  
Tel 702.792-3773  
Fax 702.792.9002  
hendricksk@gtlaw.com

August 23, 2022

VIA ELECTRONIC MAIL & CERTIFIED MAIL

Aaron D. Grigsby, Esq.  
Grigsby Law Group  
2880 W. Sahara Avenue  
Las Vegas, Nevada 89102  
[aaron@grigsbylawgroup.com](mailto:aaron@grigsbylawgroup.com)

**Re: Paula Beasley’s Non-Compliance**  
*Securities and Exchange Commission v. Matthew Wade Beasley, et al.*  
United States District Court Case No. 2:22-cv-00612-CDS-EJY

Dear Aaron:

I understand you were able to connect with Geoff Winkler today and that the keys to the Ruffian house will now be turned over on August 29, 2022. I also understand that the code for the Mt. Charleston property will be provided to Mr. Winkler via email today. Additionally, Mr. Winkler advised that you received permission to sale the Mercedes G-Wagon from the SEC and we await copies of the emails relating to the same.

I also wanted to follow-up regarding the documents we have requested. Given that my correspondence dated August 4, 2022 was sent to you via email and U.S. Mail, I am confused by your representations that you did not receive it until August 16, 2022. Notwithstanding the same, we remain willing to work with you and can extend the time for you to provide the requested documents until the end of the month. Please confirm you are working to gather and will provide the requested information that is subject to the Appointment Order including information that and has been previously discussed between yourself and Mr. Winkler or directly discussed with me. The documents requested include:

- Documentation for the Ruffian House showing all property taxes have been paid, proof of insurance, and proof that all HOA fees and expense are up to date.
- Information regarding the sale of any vehicles owned by the Beasley’s since the March 2022 FBI raid. (Please provide all sales documents and any other available information regarding the vehicles sold including the make and model of each vehicle and the price received. The information provided should also include documents relating to the recent sale of the G-Wagon.)
- For the property located at 5317 Schoofey Street in Las Vegas, please provide proof that all mortgage payments are fully paid, proof that property taxes are up to date, proof of insurance on the house, and proof that any HOA fees and related expense are current.

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AMSTERDAM  
ATLANTA  
AUSTIN  
BOSTON  
CHICAGO  
DALLAS  
DELAWARE  
DENVER  
FORT LAUDERDALE  
HOUSTON  
LAS VEGAS  
LONDON\*  
LOS ANGELES  
MEXICO CITY\*  
MIAMI  
MILAN\*\*  
NEW JERSEY  
NEW YORK  
NORTHERN VIRGINIA  
ORANGE COUNTY  
ORLANDO  
PALM BEACH COUNTY  
PHILADELPHIA  
PHOENIX  
ROME\*\*  
SACRAMENTO  
SAN FRANCISCO  
SEOUL\*\*  
SHANGHAI  
SILICON VALLEY  
TALLAHASSEE  
TAMPA  
TEL AVIV\*  
WARSAW-  
WASHINGTON, D.C.  
WESTCHESTER COUNTY  
\* OPERATES AS GREENBERG TRAUIG MAHER LLP  
\* OPERATES AS GREENBERG TRAUIG, S.C.  
\* A BRANCH OF GREENBERG TRAUIG, P.A. FLORIDA, USA  
\* OPERATES AS GREENBERG TRAUIG GRZESIAK sp. z o.o.  
\*\* OPERATES AS GREENBERG TRAUIG LLP FOREIGN LEGAL CONSULTANT OFFICE  
\*\* STRATEGIC ALLIANCE

August 23, 2022

Page | 2

- In regard to the home located at 2143 Via Regina Coeli Street, Mt. Charleston, in addition to obtaining access to the property, we also need to obtain proof that all mortgage payments are fully paid, proof that property taxes are up to date, proof of insurance on the house, and proof that any HOA fees and related expense are current.
- Proof of insurance for the vehicles the Receiver agreed to allow Ms. Beasley to maintain for personal use.
- An inventory of the assets Ms. Beasley continues to hold, so the Receiver can evaluate the same.

It is always our preference to work with counsel on matters such as these and we would prefer to avoid the need to involve the court.

Best regards,

GREENBERG TRAURIG, LLP

*/s/ Kara B. Hendrick*

Kara B. Hendricks  
Shareholder

cc: Geoff Winkler (Via E-Mail)



# EXHIBIT 7

# EXHIBIT 7

Nelms Subpoena

UNITED STATES DISTRICT COURT

for the

District of Nevada



SECURITIES AND EXCHANGE COMMISSION

*Plaintiff*

v.

MATTHEW WADE BEASLEY, ET AL.

*Defendant*

Civil Action No. 2:22-CV-00612-CDS-EJY

**SUBPOENA TO PRODUCE DOCUMENTS, INFORMATION, OR OBJECTS  
OR TO PERMIT INSPECTION OF PREMISES IN A CIVIL ACTION**

To:

Andre Nicholas Nelms  
6035 Mcleod Dr., Las Vegas, NV 89102

*(Name of person to whom this subpoena is directed)*

**Production:** **YOU ARE COMMANDED** to produce at the time, date, and place set forth below the following documents, electronically stored information, or objects, and to permit inspection, copying, testing, or sampling of the material:

SEE EXHIBIT 1 ATTACHED HERETO

Place: Greenberg Traurig, LLP 10845 Griffith Peak Dr., Suite 600 Las Vegas, NV 89135	Date and Time:  10/07/2022 10:00 am
--	---

**Inspection of Premises:** **YOU ARE COMMANDED** to permit entry onto the designated premises, land, or other property possessed or controlled by you at the time, date, and location set forth below, so that the requesting party may inspect, measure, survey, photograph, test, or sample the property or any designated object or operation on it.

Place:	Date and Time:
--------	----------------

The following provisions of Fed. R. Civ. P. 45 are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and (g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: 09/22/2022

CLERK OF COURT

OR

*Signature of Clerk or Deputy Clerk*

/s/ Kara B. Hendricks

*Attorney's signature*

The name, address, e-mail address, and telephone number of the attorney representing *(name of party)* Geoff Winkler  
Court-Appointed Receiver \_\_\_\_\_, who issues or requests this subpoena, are:

Kara B. Hendricks, Esq., Greenberg Traurig, LLP, 10845 Griffith Peak Dr. Las Vegas, NV 89135; hendricksk@gtlaw.com

**Notice to the person who issues or requests this subpoena** 702-792-3773

If this subpoena commands the production of documents, electronically stored information, or tangible things or the inspection of premises before trial, a notice and a copy of the subpoena must be served on each party in this case before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

Civil Action No. 2:22-CV-00612-CDS-EJY

**PROOF OF SERVICE**

*(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)*

I received this subpoena for *(name of individual and title, if any)* \_\_\_\_\_  
on *(date)* \_\_\_\_\_ .

I served the subpoena by delivering a copy to the named person as follows: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ on *(date)* \_\_\_\_\_ ; or

I returned the subpoena unexecuted because: \_\_\_\_\_  
\_\_\_\_\_ .

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also  
tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of  
\$ \_\_\_\_\_ .

My fees are \$ \_\_\_\_\_ for travel and \$ \_\_\_\_\_ for services, for a total of \$ \_\_\_\_\_ 0.00 \_\_\_\_\_ .

I declare under penalty of perjury that this information is true.

Date: \_\_\_\_\_  
\_\_\_\_\_ *Server's signature*

\_\_\_\_\_ *Printed name and title*

\_\_\_\_\_ *Server's address*

Additional information regarding attempted service, etc.:

**Federal Rule of Civil Procedure 45 (c), (d), (e), and (g) (Effective 12/1/13)****(c) Place of Compliance.**

**(1) For a Trial, Hearing, or Deposition.** A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

- (A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or
- (B) within the state where the person resides, is employed, or regularly transacts business in person, if the person
  - (i) is a party or a party's officer; or
  - (ii) is commanded to attend a trial and would not incur substantial expense.

**(2) For Other Discovery.** A subpoena may command:

- (A) production of documents, electronically stored information, or tangible things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and
- (B) inspection of premises at the premises to be inspected.

**(d) Protecting a Person Subject to a Subpoena; Enforcement.**

**(1) Avoiding Undue Burden or Expense; Sanctions.** A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction—which may include lost earnings and reasonable attorney's fees—on a party or attorney who fails to comply.

**(2) Command to Produce Materials or Permit Inspection.**

(A) *Appearance Not Required.* A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) *Objections.* A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing, or sampling any or all of the materials or to inspecting the premises—or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

- (i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.
- (ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

**(3) Quashing or Modifying a Subpoena.**

(A) *When Required.* On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

- (i) fails to allow a reasonable time to comply;
- (ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);
- (iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or
- (iv) subjects a person to undue burden.

(B) *When Permitted.* To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

- (i) disclosing a trade secret or other confidential research, development, or commercial information; or

- (ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) *Specifying Conditions as an Alternative.* In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

- (i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and
- (ii) ensures that the subpoenaed person will be reasonably compensated.

**(e) Duties in Responding to a Subpoena.**

**(1) Producing Documents or Electronically Stored Information.** These procedures apply to producing documents or electronically stored information:

(A) *Documents.* A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) *Form for Producing Electronically Stored Information Not Specified.* If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) *Electronically Stored Information Produced in Only One Form.* The person responding need not produce the same electronically stored information in more than one form.

(D) *Inaccessible Electronically Stored Information.* The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

**(2) Claiming Privilege or Protection.**

(A) *Information Withheld.* A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

- (i) expressly make the claim; and
- (ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) *Information Produced.* If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

**(g) Contempt.**

The court for the district where compliance is required—and also, after a motion is transferred, the issuing court—may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

# Exhibit 1



**EXHIBIT 1**

(Subpoena to Produce Documents, Information, or Objects to Geoff Winkler, Court-Appointed Receiver)

PLEASE TAKE NOTICE that you will not be required to appear should the requested records be provided by mail or hand delivery to Kara Hendricks, Greenberg Traurig, LLP, 10845 Griffith Peak Drive, Suite 600, Las Vegas, Nevada, 89135 or by email to [hendricksk@gtlaw.com](mailto:hendricksk@gtlaw.com) on or before October 7, 2022.

**DOCUMENTS TO BE PRODUCED**

1. Please produce any and all records related to the following vehicle: 2020 Mercedes-Benz G-Class G 63 AMG (VIN W1NYC7HJXLX350420) (the “Vehicle”), including but not limited to the items set forth herein. For the purpose of this Subpoena, the terms “You” and/or “Your” shall mean Andre Nicholas Nelms and/or any entity on behalf of which Andre Nelms has or may act, any relative, associate, agent, employee, attorney, manager, accountant, or other person acting in concert with Andre Nelms. Accordingly, please produce the following documents:

a. All documents demonstrating Your acquisition of the Vehicle including, but not limited to, any purchase agreement or other written instrument demonstrating Your purchase of the same;

b. All documents evidencing the price paid for the purchase of the Vehicle. Please include all documents evidencing the transfer of funds from You, or any related entity to the previous owner of the Vehicle or any third-party;

c. All communications, text messages, emails, letters, or other correspondence between You and the previous owner of the Vehicle regarding the same;

d. All communications, text messages, emails, letters or other correspondence between You and Paula and/or Matthew Beasley;

e. All communications, text messages, emails, letters or other correspondence between You and any attorney acting on behalf of Paula and/or Matthew Beasley or the previous owner of the Vehicle;

f. All communications, text messages, emails, letters or other correspondence between You and any attorney acting on behalf of Paula and/or Matthew Beasley;

g. The title for the Vehicle;

1 h. All documents demonstrating your acquisition of the title for the Vehicle including, but  
2 not limited to, communications, text messages, emails, letters or other correspondence between You and  
3 any third-party;

4 i. Copies of the current registration and insurance for the Vehicle;

5 j. Copies of any service record related to the Vehicle;

6 k. Any other document pertaining to the Vehicle in any manner.

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GREENBERG TRAUERIG,  
LLP  
10845 Griffith Peak

# EXHIBIT 8

# EXHIBIT 8

Letter to Andre Nelms



Kara B. Hendricks  
Tel 702.792.3773  
Fax 702.792.9002  
hendricksk@gtlaw.com

September 22, 2022

**VIA EMAIL and U.S. MAIL**

Andre Nelms  
6035 Mcleod Dr.  
Las Vegas, NV 89120

Andre Nelms  
45 Braelinn Dr.  
Henderson, NV 89052  
[Andren3@icloud.com](mailto:Andren3@icloud.com)

**Re: Possession of Receivership Property Subject to Asset Freeze and Court Ordered Turnover  
2020 MERCEDES-BENZ G-CLASS G 63 AMG  
VIN W1NYC7HJXLX350420**

Dear Mr. Nelms:

We understand you are currently in possession of a 2020 MERCEDES-BENZ G-CLASS G 63 AMG (VIN W1NYC7HJXLX350420) (the "Vehicle"). We have reason to believe the Vehicle is receivership property pursuant to recent orders entered in an action brought by the Securities Exchange Commission ("SEC") in the Federal District Court of Nevada against, among others, Matthew Beasley ("Beasley")<sup>1</sup> in *Securities and Exchange Commission v. Matthew Wade Beasley et al.*, Case No. 2:22-cv-00612-CDS-EJY ("SEC Action"). Accordingly, the Vehicle should not be sold without approval of the Receivership Court and request is hereby made that you retain and do not sell the same.

By way of background, on April 13, 2022, the Receivership Court entered a Temporary Restraining Order ("TRO"), an asset freeze and accounting order, and related relief which expressly identified the Vehicle as Receivership Property. Thereafter, on April 21, 2022, the Court issued a preliminary injunction, asset freeze, and other equitable relief (the "Injunction Order"). Subsequently, on June 3, 2022, the Court granted Plaintiff's motion to appoint a receiver in this action ("Receivership Order"). The Receivership Order set forth a plan for the preservation of assets and states that **"[a]ll persons and entities having control, custody or possession of any Receivership Property are hereby directed to turn such property over to the Receiver"** (the "Turnover Provision") (emphasis added).

<sup>1</sup> The term "Beasley" includes Paula Beasley and/or any related entity.

- ALBANY
- AMSTERDAM
- ATLANTA
- AUSTIN
- BOSTON
- CHICAGO
- DALLAS
- DELAWARE
- DENVER
- FORT LAUDERDALE
- HOUSTON
- LAS VEGAS
- LONDON\*
- LOS ANGELES
- MEXICO CITY\*
- MIAMI
- MILAN\*\*
- NEW JERSEY
- NEW YORK
- NORTHERN VIRGINIA
- ORANGE COUNTY
- ORLANDO
- PALM BEACH COUNTY
- PHILADELPHIA
- PHOENIX
- ROME\*\*
- SACRAMENTO
- SAN FRANCISCO
- SEOUL\*
- SHANGHAI
- SILICON VALLEY
- TALLAHASSEE
- TAMPA
- TEL AVIV\*
- WARSAW-
- WASHINGTON, D.C.

\* OPERATES AS GREENBERG TRAURIG MAHER LLP  
 \* OPERATES AS GREENBERG TRAURIG, S.C.  
 \* A BRANCH OF GREENBERG TRAURIG, P.A. FLORIDA, USA  
 - OPERATES AS GREENBERG TRAURIG GRZESIAK sp. z o.o.  
 \*\* OPERATES AS GREENBERG TRAURIG LLP FOREIGN LEGAL CONSULTANT OFFICE  
 \*\* STRATEGIC ALLIANCE

September 22, 2022

Page | 2

Our office represents Geoff Winkler, the Court appointed Receiver. At the time the above referenced orders were entered, the Vehicle was identified as an asset belonging to Beasley and subject to the asset freeze and Turnover Provision referenced above. As such, any transfer of the Vehicle after April 13, 2022, including any purported transaction through which you obtained the Vehicle was, and is, a violation of the Injunction Order and Receivership Order. Moreover, any purported sale of the Vehicle by Beasley was not approved by the Receivership Court, the Receiver. Thus, your acquisition of the Vehicle violated the Receivership Court's orders.

Any attempted disposition of the Vehicle by yourself or anyone acting on your behalf likely further violates the express terms of the Receivership Court's orders. As such, the Receiver hereby demands that you halt and refrain from any ongoing attempts to sell, or otherwise transfer, the Vehicle to any third-party. We are currently undertaking efforts to identify what transpired and how the Vehicle came into your possession and request that you retain and do not sell the same absent a court order authorizing such action.

Through the instant correspondence, the Receiver requests immediate confirmation that the Vehicle is in your possession and that you will comply with court orders and refrain from any disposition efforts. Should you have any questions or would like to discuss the content of this correspondence, please direct your communications to the undersigned. Your cooperation is greatly appreciated.

Best regards,

GREENBERG TRAURIG, LLP

*/s/ Kara B. Hendricks*

KARA B. HENDRICKS  
Shareholder

KBH:pj

cc: Geoff Winkler  
Enclosure



UNITED STATES DISTRICT COURT

for the

District of Nevada



SECURITIES AND EXCHANGE COMMISSION

*Plaintiff*

v.

MATTHEW WADE BEASLEY, ET AL.

*Defendant*

Civil Action No. 2:22-CV-00612-CDS-EJY

**SUBPOENA TO PRODUCE DOCUMENTS, INFORMATION, OR OBJECTS  
OR TO PERMIT INSPECTION OF PREMISES IN A CIVIL ACTION**

To:

Andre Nicholas Nelms  
6035 Mcleod Dr., Las Vegas, NV 89102

*(Name of person to whom this subpoena is directed)*

**Production:** **YOU ARE COMMANDED** to produce at the time, date, and place set forth below the following documents, electronically stored information, or objects, and to permit inspection, copying, testing, or sampling of the material:

SEE EXHIBIT 1 ATTACHED HERETO

Place: Greenberg Traurig, LLP 10845 Griffith Peak Dr., Suite 600 Las Vegas, NV 89135	Date and Time:  10/07/2022 10:00 am
--	---

**Inspection of Premises:** **YOU ARE COMMANDED** to permit entry onto the designated premises, land, or other property possessed or controlled by you at the time, date, and location set forth below, so that the requesting party may inspect, measure, survey, photograph, test, or sample the property or any designated object or operation on it.

Place:	Date and Time:
--------	----------------

The following provisions of Fed. R. Civ. P. 45 are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and (g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: 09/22/2022

CLERK OF COURT

OR

*Signature of Clerk or Deputy Clerk*

/s/ Kara B. Hendricks

*Attorney's signature*

The name, address, e-mail address, and telephone number of the attorney representing *(name of party)* Geoff Winkler  
Court-Appointed Receiver \_\_\_\_\_, who issues or requests this subpoena, are:

Kara B. Hendricks, Esq., Greenberg Traurig, LLP, 10845 Griffith Peak Dr. Las Vegas, NV 89135; hendricksk@gtlaw.com

**Notice to the person who issues or requests this subpoena**

702-792-3773

If this subpoena commands the production of documents, electronically stored information, or tangible things or the inspection of premises before trial, a notice and a copy of the subpoena must be served on each party in this case before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

Civil Action No. 2:22-CV-00612-CDS-EJY

**PROOF OF SERVICE**

*(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)*

I received this subpoena for *(name of individual and title, if any)* \_\_\_\_\_  
on *(date)* \_\_\_\_\_ .

I served the subpoena by delivering a copy to the named person as follows: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ on *(date)* \_\_\_\_\_ ; or

I returned the subpoena unexecuted because: \_\_\_\_\_  
\_\_\_\_\_ .

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also  
tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of  
\$ \_\_\_\_\_ .

My fees are \$ \_\_\_\_\_ for travel and \$ \_\_\_\_\_ for services, for a total of \$ \_\_\_\_\_ 0.00 \_\_\_\_\_ .

I declare under penalty of perjury that this information is true.

Date: \_\_\_\_\_

\_\_\_\_\_  
*Server's signature*

\_\_\_\_\_  
*Printed name and title*

\_\_\_\_\_  
*Server's address*

Additional information regarding attempted service, etc.:

**Federal Rule of Civil Procedure 45 (c), (d), (e), and (g) (Effective 12/1/13)****(c) Place of Compliance.**

**(1) For a Trial, Hearing, or Deposition.** A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

- (A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or
- (B) within the state where the person resides, is employed, or regularly transacts business in person, if the person
  - (i) is a party or a party's officer; or
  - (ii) is commanded to attend a trial and would not incur substantial expense.

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- (A) production of documents, electronically stored information, or tangible things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and
- (B) inspection of premises at the premises to be inspected.

**(d) Protecting a Person Subject to a Subpoena; Enforcement.**

**(1) Avoiding Undue Burden or Expense; Sanctions.** A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction—which may include lost earnings and reasonable attorney's fees—on a party or attorney who fails to comply.

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(B) *Objections.* A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing, or sampling any or all of the materials or to inspecting the premises—or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

- (i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.
- (ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

**(3) Quashing or Modifying a Subpoena.**

(A) *When Required.* On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

- (i) fails to allow a reasonable time to comply;
- (ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);
- (iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or
- (iv) subjects a person to undue burden.

(B) *When Permitted.* To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

- (i) disclosing a trade secret or other confidential research, development, or commercial information; or

- (ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) *Specifying Conditions as an Alternative.* In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

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- (ii) ensures that the subpoenaed person will be reasonably compensated.

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**(1) Producing Documents or Electronically Stored Information.** These procedures apply to producing documents or electronically stored information:

(A) *Documents.* A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

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(A) *Information Withheld.* A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

- (i) expressly make the claim; and
- (ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) *Information Produced.* If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

**(g) Contempt.**

The court for the district where compliance is required—and also, after a motion is transferred, the issuing court—may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

# Exhibit 1

**EXHIBIT 1**

(Subpoena to Produce Documents, Information, or Objects to Geoff Winkler, Court-Appointed Receiver)

PLEASE TAKE NOTICE that you will not be required to appear should the requested records be provided by mail or hand delivery to Kara Hendricks, Greenberg Traurig, LLP, 10845 Griffith Peak Drive, Suite 600, Las Vegas, Nevada, 89135 or by email to [hendricksk@gtlaw.com](mailto:hendricksk@gtlaw.com) on or before October 7, 2022.

**DOCUMENTS TO BE PRODUCED**

1. Please produce any and all records related to the following vehicle: 2020 Mercedes-Benz G-Class G 63 AMG (VIN W1NYC7HJXLX350420) (the “Vehicle”), including but not limited to the items set forth herein. For the purpose of this Subpoena, the terms “You” and/or “Your” shall mean Andre Nicholas Nelms and/or any entity on behalf of which Andre Nelms has or may act, any relative, associate, agent, employee, attorney, manager, accountant, or other person acting in concert with Andre Nelms. Accordingly, please produce the following documents:

a. All documents demonstrating Your acquisition of the Vehicle including, but not limited to, any purchase agreement or other written instrument demonstrating Your purchase of the same;

b. All documents evidencing the price paid for the purchase of the Vehicle. Please include all documents evidencing the transfer of funds from You, or any related entity to the previous owner of the Vehicle or any third-party;

c. All communications, text messages, emails, letters, or other correspondence between You and the previous owner of the Vehicle regarding the same;

d. All communications, text messages, emails, letters or other correspondence between You and Paula and/or Matthew Beasley;

e. All communications, text messages, emails, letters or other correspondence between You and any attorney acting on behalf of Paula and/or Matthew Beasley or the previous owner of the Vehicle;

f. All communications, text messages, emails, letters or other correspondence between You and any attorney acting on behalf of Paula and/or Matthew Beasley;

g. The title for the Vehicle;

1 h. All documents demonstrating your acquisition of the title for the Vehicle including, but  
2 not limited to, communications, text messages, emails, letters or other correspondence between You and  
3 any third-party;

4 i. Copies of the current registration and insurance for the Vehicle;

5 j. Copies of any service record related to the Vehicle;

6 k. Any other document pertaining to the Vehicle in any manner.

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28  
GREENBERG TRAUERIG,  
LLP  
10845 Griffith Peak



# EXHIBIT 9

# EXHIBIT 9

Bill of Sale



555 WRIGHT WAY  
CARSON CITY, NV 89711-0700  
Reno/Sparks/Carson City (775) 684-4DMV (4368)  
Las Vegas Area (702) 486-4DMV (4368)  
Rural Nevada or Out of State (877) 368-7828  
www.dmvnv.com

**BILL OF SALE**

NRS 482.426

A Bill of Sale releases interest in a vehicle. A Certificate of Title or other ownership documents must accompany this form.

**INSTRUCTIONS**

- All areas must be completed in full.
- Complete the buyer area exactly as the new Certificate of Title will be printed.
- Any alterations or erasures will require additional documentation and/or verification.

Please print or type

**Know all men by these presents**

That in consideration of One hundred seventy thousand Dollars (\$ 170,000 ) and other value consideration, the receipt whereof is hereby acknowledged, the undersigned (seller) does hereby sell, transfer and deliver unto:

**New Owner information** (if more than two owners, complete and attach an additional Bill of Sale (VP104) form; Indicate "AND" or "OR" between second and third owners)

Full Legal Name of 1<sup>st</sup> Buyer Andre N. Nelms  and  or

Nevada Driver's License, Identification Card Number, Date of Birth, or FEIN for businesses \_\_\_\_\_

Physical Address 6035 McLeod Dr. Las Vegas NV 89120  
Address City State Zip Code

Mailing Address \_\_\_\_\_  
Address City State Zip Code

Full Legal Name of 2<sup>nd</sup> Buyer \_\_\_\_\_  
First Middle Last

Nevada Driver's License, Identification Card Number, Date of Birth, or FEIN for businesses \_\_\_\_\_

Physical Address \_\_\_\_\_  
Address City State Zip Code

Mailing Address \_\_\_\_\_  
Address City State Zip Code

Buyer's Signature \_\_\_\_\_ Date \_\_\_\_\_

Note: only one signature is required even if "AND" appears between the new owner's names

Telephone \_\_\_\_\_ E-mail \_\_\_\_\_

his right, title and interest in and to the following described vehicle:

Vehicle Identification Number

W	I	N	Y	C	7	H	J	X	L	X	3	5	0	4	2	0	
---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	--

Year 2020 Make MERZ Model G 63 AMG

This vehicle has been Rebuilt as the term is defined in NRS 482.098

Buyer certifies Lien in favor of \_\_\_\_\_  
If no liens exist, write the word "NONE" on the "Lien in favor of" line

Nevada Driver's License, Identification Card Number, Date of Birth, or FEIN for businesses \_\_\_\_\_

Address \_\_\_\_\_  
Address City State Zip Code

Seller certifies that he is the lawful owner of said vehicle; that he has the right to sell the aforesaid; and that he will warrant and defend the title of same against the claims and demands of all persons whomsoever except lienholder noted above.

Seller's Full Legal Name Paula C Beasley  
First Middle Last

Nevada Driver's License, Identification Card Number, Date of Birth, or FEIN for businesses 10-14-1973

Mailing Address 5475 Pullian Rd. LV NV 89149  
Address City State Zip Code

Signature of Seller Paula Beasley Date 4.30.22


**ODOMETER DISCLOSURE STATEMENT**

FEDERAL LAW (AND STATE LAW, IF APPLICABLE) REQUIRES THAT THE SELLER DISCLOSE THE MILEAGE TO THE BUYER IN CONNECTION WITH THE TRANSFER OF OWNERSHIP. FAILURE TO COMPLETE OR MAKING A FALSE STATEMENT MAY RESULT IN FINES AND/OR IMPRISONMENT. COMPLETE THE DISCLOSURE FORM BELOW AND RETURN TO THE BUYER.

I, Paula Beasley, STATE THAT THE ODOMETER NOW READS \_\_\_\_\_ (NO TENTHS) MILES AND I HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE: (check one)

- (1) THE ODOMETER READING REFLECTS THE ACTUAL MILEAGE OF THE VEHICLE DESCRIBED BELOW.
- (2) THE ODOMETER READING REFLECTS THE AMOUNT OF MILEAGE IN EXCESS OF ITS MECHANICAL LIMITS.
- (3) THE ODOMETER READING IS NOT THE ACTUAL MILEAGE. WARNING – ODOMETER DISCREPANCY.

YEAR	MAKE	MODEL	BODY	VEHICLE IDENTIFICATION NO.
------	------	-------	------	----------------------------

SELLER'S INFORMATION	
Lessee's Name: _____	
Co-Lessee's Name: _____	
Address: _____	
City, State, ZIP: _____	
Seller's's Signature 	Date of Statement <u>4.30.22</u>
BUYER'S INFORMATION	
Buyer's Name: _____	
Buyer's Address: _____	
Buyer's City/State, ZIP: _____	
Date Form Sent to Buyer	Date Completed Form Received from Buyer
Buyer's Signature	

# EXHIBIT 10

# EXHIBIT 10

Checks

THE FACE OF THIS CHECK IS PRINTED BLUE - THE BACK CONTAINS A SIMULATED WATERMARK

DocuSign Envelope ID: 92FBBD66-DE59-4BC3-9CBB-D6F47B8B5651



OFFICIAL CHECK

CHECK NO.  
81619

94-8411/32

PO Box 36490 • Las Vegas, NV 89133-6490  
(702) 228-2228 • www.cculv.org

DATE
06-30-2022
AMOUNT
*****22,165.00

Pay Twenty-Two Thousand One Hundred Sixty-Five and 00/100 Dollars\*\*\*\*\*

Pay to the Order of Paula Beasley

*Matt Kershaw*  
AUTHORIZED REPRESENTATIVE

Memo \_\_\_\_\_

⑈081619⑈ ⑆322484113⑆

16 2⑈

THE FACE OF THIS CHECK IS PRINTED BLUE - THE BACK CONTAINS A SIMULATED WATERMARK

DocuSign Envelope ID: 92FBBD66-DE59-4BC3-9CBB-D6F47B8B5651

**WU Credit Union**  
PO Box 36490 • Las Vegas, NV 89133 6490  
(702) 228-2228 • www.wuccu.org

**OFFICIAL CHECK**

**CHECK NO.  
81618**

94-8411/32

<b>DATE</b>
<b>06-30-2022</b>
<b>AMOUNT</b>

\*\*\*\*\*47,835.00

**Pay Forty-Seven Thousand Eight Hundred Thirty-Five and 00/100 Dollars\*\*\*\*\***

Pay to the Order of **The Alexander Dawson School**

Memo

Maximus & Madden Beasley

Matt Kershaw  
AUTHORIZED REPRESENTATIVE

⑈081618⑈ ⑆322484113⑆

162⑈



# EXHIBIT 11

# EXHIBIT 11

Combs Email

**Ney, Cynthia (Para-LV-LT)**

---

**From:** Combs, Tracy S <combst@SEC.GOV>  
**Sent:** Monday, October 17, 2022 11:01 AM  
**To:** aaron@grigsbylawgroup.com  
**Cc:** Fronk, Casey; Hendricks, Kara (Shld-LV-LT);  
geoff@americanfiduciaryservices.com  
**Subject:** RE: Paula Beasley

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

**\*EXTERNAL TO GT\***

Dear Aaron,

With respect to the frozen account, we are happy to have a call with you and the receiver's counsel to discuss whether it makes sense to stipulate to unfreezing the account.

With respect to the Mercedes, we discussed the possibility of Ms. Beasley selling the Mercedes and using the proceeds for living expenses in the context of our negotiations regarding a potential living expenses stipulation for Ms. Beasley, but my recollection is that: (1) those discussions occurred after the entry of the asset freeze in mid-April but before the appointment of the receiver and creation of the receivership in early May; (2) we did not reach a final agreement on a stipulation with respect to living expenses and no stipulation was ever submitted to the Court; and (3) the US Attorney's Office had possession of the title to the Mercedes at that time and it could not be sold without their consent, which I had understood from your statements that you were going to discuss with them—I believe that was one of the factors that was holding up our ability to agree to a stipulation. To be clear, I did not authorize you or Ms. Beasley to sell the Mercedes; indeed, I believe that would have required a court order or stipulation in any event.

Best,  
Tracy

---

**From:** aaron@grigsbylawgroup.com <aaron@grigsbylawgroup.com>  
**Sent:** Thursday, October 6, 2022 3:31 PM  
**To:** Combs, Tracy S <combst@SEC.GOV>  
**Subject:** RE: Paula Beasley

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

The two issues that I have are not something to which the receiver can provide assistance. I need to discuss Paula's frozen post-divorce bank account and the receiver's attorney is requesting written confirmation of our discussions regarding the sale of the Mercedes in April. Please let me know when you are available to discuss the matters.

Thank you,

Aaron D. Grigsby, Esq  
Grigsby Law Group  
2880 W. Sahara Avenue  
Las Vegas, Nevada 89102  
(702) 202-5235 – Office  
(702) 944-7856 – Facsimilie  
[www.grigsbylawgroup.com](http://www.grigsbylawgroup.com)

**This e-mail and attached files, if any, is covered by the Electronic Communications Privacy Act, 18 U.S.C. 2510-2521. This Communication is confidential and may be legally privileged. Retention, dissemination, distribution, or copying of this communication to persons other than those referenced above is expressly prohibited by sender.**

**CIRCULAR 230 DISCLOSURE: To ensure compliance with recently-enacted U.S. Treasury Department Regulations, we are now required to advise you that, unless otherwise expressly indicated, any federal tax advice contained in this communication, including any attachments, is not intended or written by us to be used, and cannot be used, by anyone for the purpose of avoiding federal tax penalties that may be imposed by the federal government or for**

**promoting, marketing or recommending to another party any tax-related matters addressed herein**

---

**From:** Combs, Tracy S <[combst@SEC.GOV](mailto:combst@SEC.GOV)>  
**Sent:** Thursday, September 29, 2022 8:52 AM  
**To:** [aaron@grigsbylawgroup.com](mailto:aaron@grigsbylawgroup.com)  
**Subject:** RE: Paula Beasley

Hi Aaron, I'm traveling until late next week. I recommend reaching out to the receiver first, if you have not already.

---

**From:** [aaron@grigsbylawgroup.com](mailto:aaron@grigsbylawgroup.com) <[aaron@grigsbylawgroup.com](mailto:aaron@grigsbylawgroup.com)>  
**Sent:** Wednesday, September 28, 2022 11:58 AM  
**To:** Combs, Tracy S <[combst@SEC.GOV](mailto:combst@SEC.GOV)>  
**Subject:** Paula Beasley

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Are you available for a quick call tomorrow? If so, please let me know what time would work best in your schedule. I would like to discuss Paula's frozen bank account.

Thank you,

Aaron D. Grigsby, Esq  
Grigsby Law Group  
2880 W. Sahara Avenue  
Las Vegas, Nevada 89102  
(702) 202-5235 – Office  
(702) 944-7856 – Facsimilie  
[www.grigsbylawgroup.com](http://www.grigsbylawgroup.com)

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privileged. Retention, dissemination, distribution, or copying of this communication to persons other than those referenced above is expressly prohibited by sender.

**CIRCULAR 230 DISCLOSURE:** To ensure compliance with recently-enacted U.S. Treasury Department Regulations, we are now required to advise you that, unless otherwise expressly indicated, any federal tax advice contained in this communication, including any attachments, is not intended or written by us to be used, and cannot be used, by anyone for the purpose of avoiding federal tax penalties that may be imposed by the federal government or for promoting, marketing or recommending to another party any tax-related matters addressed herein

# **EXHIBIT 12**

# **EXHIBIT 12**

Letter to A. Grigsby re P. Beasley





Kara B. Hendricks  
Tel 702.792-3773  
Fax 702.792.9002  
hendricksk@gtlaw.com

September 13, 2022

**VIA EMAIL and U.S. MAIL**

Aaron Grigsby  
Grigsby Law Group  
2880 W. Sahara Avenue  
Las Vegas, Nevada 89102  
aaron@grigsbylawgroup.com

**Re: Securities and Exchange Commission v. Matthew Wade Beasley, et al.  
Case No. 2:22-cv-00612 (“SEC Action”)  
Funds provided to you by Paula Beasley**

Dear Mr. Grigsby:

We understand your office represents Paula Beasley in the above-referenced and/or other legal proceedings.

Our office represents the court appointed receiver, Geoff Winkler of American Fiduciary Services LLC (“Receiver”) in the SEC Action. By and through this correspondence, **the Receiver is hereby requesting: 1) information regarding the amount of funds received by you and/or your firm from Paula Beasley; and 2) information establishing the funds received are untainted and/or were not co-mingled with funds from the alleged Ponzi-scheme. Please provide this information within ten days of the date of this letter.** If information cannot be provided that establishes funds received by you were untainted and/or were not co-mingled with funds from the alleged Ponzi-scheme, demand is hereby made for the same to be turned over to the Receiver forthwith consistent with the Turnover Provision referenced below.

By way of background, on April 13, 2022, the Court entered a Temporary Restraining Order (“TRO”), an asset freeze and accounting order, and related relief. ECF No. 3. Thereafter, on April 21, 2022, the Court issued a preliminary injunction, asset freeze, and other equitable relief (“the Injunction Order”) ECF No. 56. Subsequently, on June 3, 2022, the Court granted Plaintiff’s motion to appoint a receiver in this action (“Receivership Order”) ECF No. 88. The Receivership Order set forth a plan for the preservation of assets and states that “[a]ll persons and entities having control, custody or possession of any Receivership Property are hereby directed to turn such property over to the Receiver” (the “Turnover Provision”). ECF No. 88 at 8, ¶ 15 (emphasis added). The Receivership Order and Turnover Provision and clear an unambiguous and have been reaffirmed by the Court in subsequent orders relating to attorney requests to retain funds and serve as the basis for this request.

ALBANY  
AMSTERDAM  
ATLANTA  
AUSTIN  
BOSTON  
CHICAGO  
DALLAS  
DELAWARE  
DENVER  
FORT LAUDERDALE  
HOUSTON  
LAS VEGAS  
LONDON\*  
LOS ANGELES  
MEXICO CITY\*  
MIAMI  
MILAN\*  
NEW JERSEY  
NEW YORK  
NORTHERN VIRGINIA  
ORANGE COUNTY  
ORLANDO  
PALM BEACH COUNTY  
PHILADELPHIA  
PHOENIX  
ROME\*\*  
SACRAMENTO  
SAN FRANCISCO  
SEOUL\*  
SHANGHAI  
SILICON VALLEY  
TALLAHASSEE  
TAMPA  
TEL AVIV\*  
WARSAW-  
WASHINGTON, D.C.

\* OPERATES AS GREENBERG TRAUIG MAHER LLP  
\* OPERATES AS GREENBERG TRAUIG, S.C.  
\* A BRANCH OF GREENBERG TRAUIG, P.A. FLORIDA, USA  
\* OPERATES AS GREENBERG TRAUIG GRZESIAK sp. z o.o.  
\* OPERATES AS GREENBERG TRAUIG LLP FOREIGN LEGAL CONSULTANT OFFICE  
\*\* STRATEGIC ALLIANCE

September 13, 2022

Page | 2

In addition to the foregoing, we request that you remind your client of the reporting obligations set forth in the Receivership Order and ensure compliance with the same.

We hope to avoid the need for additional motion practice and appreciate your cooperation and prompt attention to these matters.

Best regards,

GREENBERG TRAURIG, LLP  
**Kara B. Hendricks**

cc: Geoff Winkler

# EXHIBIT 13

# EXHIBIT 13

Grigsby email

**Ney, Cynthia (Para-LV-LT)**

---

**From:** Aaron Grigsby <aaron@grigsbylawgroup.com>  
**Sent:** Monday, October 17, 2022 10: 0 AM  
**To:** Hendricks, Kara (Shld-LV-LT)  
**Subject:** RE: Securities and E change Commission v. Matthew Wade Beasley, et al - Paula Beasley's Non-Compliance

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

**\*EXTERNAL TO GT\***

The majority of the information requested in your e-mail has been previously provided. For example, you are requesting an inventory of all assets held by Paula Beasley. The Decree of Divorce that was previously provided outlines the assets that Paula received when the community estate was divided. Some of those assets have been turned over to the Receiver (i.e. the Ruffian house). With the exception of some miscellaneous personal property for Paula and the children, between the Decree of Divorce, Post Decree Stipulation and Order and inventory provided upon exiting the Ruffian house you have a list of all items in Paula's possession.

During my most recent conversation with Mr. Winkler, he did not seem particularly concerned about items held by Paula. If there is some particular item that you are seeking, send a specific request and I will endeavor to research the item.

I am currently waiting on a response from Tracy Combs from the SEC regarding written proof of the agreement to allow Paula to sell the 2020 Mercedes G63. The vehicle in question was received by Paula in the March 2022, Decree of Divorce. As Paula was tasked with maintaining the remnants of the former community estate as well as providing for the expenses of herself and the minor children, she always intended to sell the Mercedes. We contact a potential buyer named Andre in late March 2022. He came to view the vehicle in late March 2022, and placed a deposit on the vehicle in April 2022, upon both parties agreeing on the price. An Order was

issued in the SEC v. Beasley matter in late April 2022, regarding utilizing assets for living and litigation expenses.

Although, Paula was not a party to the matter and had received the vehicle as part of the dissolution of the community estate, I reached out to Tracy Combs from the SEC in an abundance of caution on April 26, 2022, via e-mail regarding several items including the 2020 Mercedes. Tracy and I spoke on April 28, 2022, regarding the items outlined in my e-mail and came to an agreement on several issues including the 2020 Mercedes. I also informed Eric Smali one of the AUSA's working on the Matthew Beasley criminal case of the agreement with Ms. Combs regarding the sale of the 2020 Mercedes. Eric stated that he would contact the SEC to confirm the representations that I made regarding the 2020 Mercedes. The agreement regarding the 2020 Mercedes was acknowledged during subsequent phone conversations with Eric and Dan the AUSA on Matthew Beasley's criminal case. When she experienced continuing delays regarding the return of the titles, Paula requested duplicate titles for the 2020 Mercedes and the 2018 Range Rover.

The deal to complete the sale of the 2020 Mercedes was completed in late June 2022, after the title for the vehicle was received. The title for the 2020 Mercedes was turned over to Andre in late June 2020. Andre provided two cashier's checks to complete the balance of the sale price due to Paula's bank account still being frozen. I also explained the sequence of events to Mr. Winkler last week.

As for the funds received by my office for Paula's representation. My office received no funds connected to the Ponzi scheme. With the exception of one payment outlined in the March 2022, Stipulation and Order in the divorce case, all money received by my office came in the form of credit card payments. The amount from the Stipulation and Order referenced above came from a check issued by Vegas Auto Gallery for the sale of the 2016 Ferrari 488. The funds issued by Vegas Auto Gallery was no comingled with any monies from the Ponzi scheme.

I should have the documents related to the sale of the Ferrari and the Aston Martin by early next week. I went over the events surrounding the sale with Mr. Winkler last week. Both vehicles were encumbered at the time of Matthew Beasley's arrest. As Paula was unemployed at the time, she was unable to afford the payments attached to both vehicles. Both vehicles were sold to Vegas Auto Gallery in March 2022, and the funds received from the sale of the vehicles was used to maintain the community estate pre and post-divorce and for legal expenses for both Paula and Matthew.

---

**From:** hendricksk@gtlaw.com <mailto:hendricksk@gtlaw.com>  
**Sent:** Monday, October 3, 2022 8:48 AM  
**To:** aaron@grigsbylawgroup.com  
**Cc:** geoff@americanfiduciaryservices.com; spauldingc@gtlaw.com  
**Subject:** FW: Securities and Exchange Commission v. Matthew Wade Beasley, et al - Paula Beasley's Non-Compliance  
**Importance:** High

Aaron,

We have not received substantive responses to our repeated requests for additional information regarding a number of Receivership Assets. For your convenience I have attached the letters sent to your office relating to the same hereto. The information requested, but not provided includes:

- An inventory of assets Ms. Beasley continues to hold
- Proof of Insurance for vehicles the Receiver agreed to allow Ms. Beasley to maintain for personal use
- Documentation showing the SEC approved the sale of Mercedes G-Wagon, any and all purchase and sales related documents
- Documentation relating to the sale of any Beasley vehicles since March 2022
- Information regarding the amount of funds you and or your firm have received from Paula Beasley and information establishing such funds are not connected to the alleged Ponzi-scheme.

If we do not receive such information by the end of this week we will file no choice but to file a motion to compel with the Receivership Court. If a motion is required, we will request our fees associated with the same.

Additionally, in furtherance of the emails Geoff sent last week regarding the Schoofey house, Ms. Beasley has an ongoing duty to provide the Receiver documentation showing mortgage payments, taxes, HOA fees and insurance are being timely paid. Such information needs to be provided to the Receiver on a monthly basis, without him being required to ask for the same.

ara



**Kara Hendricks**  
Shareholder

T 702.938.6856

---

**From:** Hendricks, ara (Shld-LV-LT) <[hendricksk@gtlaw.com](mailto:hendricksk@gtlaw.com)>  
**Sent:** Friday, August 26, 2022 2:59 PM  
**To:** [aaron@grigsbylawgroup.com](mailto:aaron@grigsbylawgroup.com)  
**Cc:** [geoff@americanfiduciaryservices.com](mailto:geoff@americanfiduciaryservices.com)  
**Subject:** FW: Securities and Exchange Commission v. Matthew Wade Beasley, et al - Paula Beasley's Non-Compliance

Aaron,

Given the prior concerns raised regarding correspondence sent to your office, I wanted to forward the attached directly. Also, I understand that Geoff has not received the key code yet for the Mt. Charleston property. Can you provide today? Lastly, please confirm that Paula is moving from the Ruffian house this weekend.

Thank you.

ara

**Kara Hendricks**  
Shareholder

T 702.938.6856

---

**From:** anuary, Pamela D. (BStf-LV-LT) <[Pamela.anuary@gtlaw.com](mailto:Pamela.anuary@gtlaw.com)>  
**Sent:** Tuesday, August 23, 2022 5:02 PM  
**To:** [aaron@grigsbylawgroup.com](mailto:aaron@grigsbylawgroup.com)  
**Cc:** Hendricks, ara (Shld-LV-LT) <[hendricksk@gtlaw.com](mailto:hendricksk@gtlaw.com)>  
**Subject:** Securities and Exchange Commission v. Matthew Wade Beasley, et al - Paula Beasley's Non-Compliance

Please see the attached correspondence on behalf of Sara Hendricks. Please let us know should you have any questions.

Thank you,

**Pamela D. January**  
Legal Support Specialist

Greenberg Traurig, LLP  
Suite 600 | 10845 Griffith Peak Drive | Las Vegas, Nevada 89135  
T +1 702.938.6849  
[Pamela.January@gtlaw.com](mailto:Pamela.January@gtlaw.com) | [www.gtlaw.com](http://www.gtlaw.com)



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# EXHIBIT 14

# EXHIBIT 14

Title



STATE OF NEVADA  
DEPARTMENT OF MOTOR VEHICLES

2848

**CERTIFICATE OF TITLE**

VIN	YEAR	MAKE	MODEL	VEHICLE BODY	TITLE NUMBER
W1NYC7HJXLX350420	2020	MERZ	G 63 AMG	PUT	NV014853703
DATE ISSUED	ODOMETER MILES	ODOMETER BRAND	FUEL TYPE	EMPTY WT	GROSS WT
06/07/2022	14	ACTUAL MILES	G	5551	2
PRINT DATE	VEHICLE BRANDS			BRAND DATE	
06/21/2022					

**MAIL TO**  
 BEASLEY PAULA CHRISTINE  
 5475 RUFFIAN RD  
 LAS VEGAS NV 89149-1269

**OWNER(S) NAME AND ADDRESS**  
 BEASLEY PAULA CHRISTINE  
 BEASLEY MATTHEW W  
 5475 RUFFIAN RD  
 LAS VEGAS NV 89149-1269

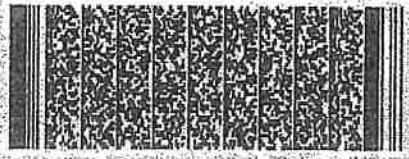
OR

**LIENHOLDER NAME AND ADDRESS**

**LIENHOLDER RELEASE** – SECURITY INTEREST IN THE VEHICLE DESCRIBED ON THIS TITLE IS HEREBY RELEASED.

SIGNATURE OF AUTHORIZED AGENT \_\_\_\_\_ DATE \_\_\_\_\_

PRINTED NAME OF AGENT AND COMPANY \_\_\_\_\_



FEDERAL AND STATE LAW REQUIRES THAT YOU STATE THE MILEAGE IN CONNECTION WITH THE TRANSFER OF OWNERSHIP. FAILURE TO COMPLETE OR PROVIDING A FALSE STATEMENT MAY RESULT IN FINES AND/OR IMPRISONMENT. The undersigned hereby certifies the vehicle described in this title has been transferred to the following buyer(s):

Printed Full Legal Name of Buyer _____	Nevada Driver's License or Identification Number _____	<input type="checkbox"/> AND
Printed Full Legal Name of Buyer _____	Nevada Driver's License or Identification Number _____	<input type="checkbox"/> OR

Street Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

I certify to the best of my knowledge the odometer reading is the actual mileage of the vehicle unless one of the following is checked.

**ODOMETER READING** \_\_\_\_\_

NO TENTHS

The mileage stated is in excess of its mechanical limits.

The odometer reading is not the actual mileage. WARNING: ODOMETER DISCREPANCY

Exempt - Model year over 20 years old

Signature of Seller(s)/Agent/Dealership \_\_\_\_\_ Printed Name of Seller(s)/Agent/Dealership Paula Beasley

I am aware of the above odometer certification made by the seller/agent \_\_\_\_\_ Dealer License Number \_\_\_\_\_ Date of Sale \_\_\_\_\_

Signature of Buyer \_\_\_\_\_ Printed Full Legal Name of Buyer \_\_\_\_\_

ACCORDING TO THE RECORDS OF THE DEPARTMENT OF MOTOR VEHICLES, THE PERSON NAMED HEREON IS THE OWNER OF THE VEHICLE DESCRIBED ABOVE, SUBJECT TO LIEN AS SHOWN.

7250679





FIRST REASSIGNMENT Dealer only	<b>FEDERAL AND STATE LAW REQUIRES THAT YOU STATE THE MILEAGE IN CONNECTION WITH THE TRANSFER OF OWNERSHIP. FAILURE TO COMPLETE OR PROVIDING A FALSE STATEMENT MAY RESULT IN FINES AND/OR IMPRISONMENT.</b> The undersigned hereby certifies the vehicle described in this title has been transferred to the following buyer(s):			
	<b>FIRST REASSIGNMENT - DEALER ONLY</b>			
	Printed Full Legal Name of Buyer _____		Nevada Driver's License or Identification Number _____ <input type="checkbox"/> AND <input type="checkbox"/> OR	
	Printed Full Legal Name of Buyer _____		Nevada Driver's License or Identification Number _____	
	Address _____	City _____	State _____	Zip Code _____
	I certify to the best of my knowledge the odometer reading is the actual mileage of the vehicle unless one of the following is checked.			
	NO TENTHS <input type="checkbox"/>	<input type="checkbox"/> The mileage stated is in excess of its mechanical limits. <input type="checkbox"/> The odometer reading is not the actual mileage. WARNING: ODOMETER DISCREPANCY <input type="checkbox"/> Exempt - Model year over 20 years old		
	ODOMETER READING _____			
	Signature of Seller(s)/Agent/Dealership _____ I am aware of the above odometer certification made by the seller/agent		Printed Name of Seller(s)/Agent/Dealership _____ Dealer License Number _____ Date of Sale _____	
	Signature of Buyer _____		Printed Full Legal Name of Buyer _____	
SECOND REASSIGNMENT Dealer only	<b>FEDERAL AND STATE LAW REQUIRES THAT YOU STATE THE MILEAGE IN CONNECTION WITH THE TRANSFER OF OWNERSHIP. FAILURE TO COMPLETE OR PROVIDING A FALSE STATEMENT MAY RESULT IN FINES AND/OR IMPRISONMENT.</b> The undersigned hereby certifies the vehicle described in this title has been transferred to the following buyer(s):			
	<b>SECOND REASSIGNMENT - DEALER ONLY</b>			
	Printed Full Legal Name of Buyer _____		Nevada Driver's License or Identification Number _____ <input type="checkbox"/> AND <input type="checkbox"/> OR	
	Printed Full Legal Name of Buyer _____		Nevada Driver's License or Identification Number _____	
	Address _____	City _____	State _____	Zip Code _____
	I certify to the best of my knowledge the odometer reading is the actual mileage of the vehicle unless one of the following is checked.			
	NO TENTHS <input type="checkbox"/>	<input type="checkbox"/> The mileage stated is in excess of its mechanical limits. <input type="checkbox"/> The odometer reading is not the actual mileage. WARNING: ODOMETER DISCREPANCY <input type="checkbox"/> Exempt - Model year over 20 years old		
	ODOMETER READING _____			
	Signature of Seller(s)/Agent/Dealership _____ I am aware of the above odometer certification made by the seller/agent		Printed Name of Seller(s)/Agent/Dealership _____ Dealer License Number _____ Date of Sale _____	
	Signature of Buyer _____		Printed Full Legal Name of Buyer _____	
LIEN	<b>LIENHOLDER TO BE RECORDED</b>			
	Printed Full Legal Name of Lienholder: _____ (if no lienholder write "NONE")			
	Address _____ Street	City _____	State _____	Zip Code _____
	FEIN / ELT Number _____			

# EXHIBIT 15

# EXHIBIT 15

Declaration of Ben Tranquillo



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14 **IN THE UNITED STATES DISTRICT COURT**  
15 **FOR THE DISTRICT OF NEVADA**

16 SECURITIES AND EXCHANGE COMMISSION,

17 Plaintiff,

18 vs.

19 MATTHEW WADE BEASLEY *et al.*

20 Defendants,

21 THE JUDD IRREVOCABLE TRUST *et al.*

22 Relief Defendants.

CASE NO. 2:22-cv-00612-CDS-EJY

**DECLARATION OF BEN  
TRANQUILLO IN SUPPORT OF  
MOTION TO COMPEL OR  
ALTERNATIVE MOTION FOR ORDER  
TO SHOW CAUSE WHY PAULA  
BEASLEY AND AARON GRIGSBY  
SHOULD NOT BE HELD IN  
CONTEMPT FOR FAILURE TO  
COMPLY WITH THIS COURT'S  
ORDERS AND REQUEST FOR  
TURNOVER OF MERCEDES G-  
WAGON OR VALUE OF SAME**

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1 I, Ben Tranquillo, hereby declare as follows:

2 1. I am the founder of The Car Consultant, Inc. (“TCC”).

3 2. I make this declaration in support of the Receiver’s Motion to Compel of Alternative  
4 Motion for Order to Show Cause Why Paula Beasley and Aaron Grigsby Should Not be Held in  
5 Contempt for Failure to Comply with This Court’s Orders and Request for Turnover of Mercedes G-  
6 Wagon or Value of Same (the “Motion”).

7 3. I have personal knowledge of the following facts and am competent to testify thereto  
8 if necessary.

9 4. TCC is a full-service company with extensive experience in all industries of the  
10 automotive community.

11 5. I have nearly twenty (20) years of experience as a broker as well as owning  
12 dealerships, transportation companies, curating collections, and managing assets.

13 6. Through TCC, I work in all aspects of vehicle management, curation, and sales.

14 7. TCC also specializes in vehicle sales, consignment and acquisition and handles all  
15 aspects of the sale and closing process.

16 8. I am personally familiar with the Mercedes Benz G63 G-Wagon (the “G-Wagon”)  
17 referenced in the Motion and viewed the same on October 11, 2022.

18 9. Based on my professional experience and knowledge, the G-Wagon would have easily  
19 listed for north of \$250,000 in late April or early May of this year.

20 10. Due to chip shortages and manufacturing hold ups created by the pandemic values of  
21 cars were inflated 30-40% inflated across the board earlier this year and remained so in April and  
22 May of 2022.

23 11. Mercedes G63s and many other luxury cars that are were affected by the chip shortage  
24 and it was not unusual in late spring early summer of 2022 for vehicles to be listed at \$100,000 over  
25 MSRP.

26 12. If sold for \$170,000 in April of 2022, the G-Wagon was sold at least 30-35% under  
27 market and likely could have been sold for a minimum of \$50,000 more.

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13. The value of the G-Wagon has decreased from what it was in April of 2022 due to current market conditions. However, even in the present market, \$170,000 is well below market value and the G-Wagon could be sold for a significant profit.

I declare under penalty of perjury under the laws of the United States of America and the State of Nevada that the foregoing is true and correct.

DATED this 21<sup>st</sup> day of October, 2022

*/s/ Ben Tranquillo*

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Ben Tranquillo  
Declarant

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