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12
13 **UNITED STATES DISTRICT COURT**
14 **DISTRICT OF NEVADA**

15 SECURITIES AND EXCHANGE
16 COMMISSION,

17 Plaintiff,

18 vs.

19 MATTHEW WADE BEASLEY et al.,

20 Defendants

21 THE JUDD IRREVOCABLE TRUST et
22 al.

23 Relief Defendants

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

**RESPONSE TO 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**

24
25 **RESPONSE TO MOTION TO COMPEL OR ALTERNATIVE MOTION FOR ORDER**
26 **TO SHOW CAUSE WHY PAULA BEASLEY AND AARON GRIGSBY SHOULD NOT**
27 **BE HELD IN CONTEMPT FOR FAILURE TO COMPLY WITH THIS COURT'S**
28 **ORDERS AND REQUEST FOR TURNOVER OF MERCEDES G-WAGON OR VALUE**
29 **OF SAME**

30 COMES NOW, Paula Beasley, by and through her counsel,
31 Aaron D. Grigsby, Esq., of The Grigsby Law Group APC, and
32 hereby files her Response to Motion to Compel or Alternative
33 Motion for Order to Show Cause Why Paula Beasley and Aaron
34 Grigsby should not be Held in Contempt for Failure to Comply
35 with this Court's Orders and Request for Turnover of Mercedes

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1 G-Wagon or Value of Same. This Response is submitted together
2 with the following Memorandum of Points and Authorities, the
3 exhibits attached hereto, the pleadings and papers on file
4 herein and any such arguments and/or evidence that this Court
5 receives during the hearing for this matter.

6
7 DATED this 7th day of November, 2022

8 GRIGSBY LAW GROUP
9 A Professional Corporation

10 By: /s/ Aaron Grigsby
11 Aaron D. Grigsby, Esq.
12 Nevada Bar No. 9046
13 2880 W. Sahara Ave.
14 Las Vegas, Nevada 89102

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MEMORANDUM OF POINTS AND AUTHORITIES

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I. INTRODUCTION

The Receiver's Motion is replete with half-truths, misstatements, unsupported generalities and outright lies. The Motion cites no relevant law to support the claims made therein. The legal reasoning contained therein is either defective or non-existent as to the issues before the court. The "facts" are backed by little tangible evidence, contradicted by his sworn assertions and largely irrelevant to the outcome of the issues in this case. We will nevertheless step through and refute, point by point, the facts and law randomly flung in the Motion.

To start, there has been no violation of this Court's orders by either Paula Beasley or the Undersigned. The Motion states that "Paula Beasley and her attorney Mr. Grigsby failed to timely provide the Receiver with documents relating to receivership assets." This statement is simply not true. The undersigned is perplexed as to why such blatantly falsehoods were claimed on behalf of Geoff Winkler. In fact, Mr. Winkler has previously shared his appreciation for the efforts Paula Beasley and the Undersigned made in working with him¹.

II. FACTS

At the time of the March 3, 2022, arrest of Matthew Beasley, the parties' owned multiple vehicles. Among the vehicles owned by the parties were a 2020 Aston Martin Vantage and a 2016 Ferrari 488 GTB. Both vehicles were encumbered

¹Exhibit A

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1 with large payments that were due in March 2022.
2 Additionally, on March 3, 2022, Paula Beasley was unemployed.
3 Married persons have a fiduciary relationship that arises from
4 the existence of the marriage itself². Completely independent
5 of this matter, Paula Beasley has an obligation to preserve
6 assets of the community estate. Both vehicles were sold in
7 March 2022, and the proceeds were used to maintain community
8 assets and pay debts incurred by the community during the
9 marriage³. It once again must be noted that the assets of the
10 former community were eventually turned over to the Receiver⁴.

11 At no time did Paula Beasley or the undersigned advise
12 "the Receiver the vehicle would be turned over for the benefit
13 of the Receivership Estate." This statement appears to be
14 another example of a disturbing pattern of prevarication
15 evident throughout the Motion. In fact, the Receiver was
16 informed that the vehicle in question, 2020 Mercedes G63 AMG
17 was sold in the undersigned first telephone call with the
18 Geoff Winkler in early June 2022.

19 _____
20 ²Williams v. Waldman, 108 Nev. 466, 836 P.2d 614 (1992)

21 ³Footnote 5 of the Motion states that vehicles were sold "and funds spent
22 in an undisclosed matter." This is another deliberate misstatement of
23 facts. The sale of vehicles prior to the initiation of this matter has
24 been the topic of discussion between the undersigned and the receiver on
25 more than once occasion. In fact, the most recent discussion regarding
26 this topic occurred in the undersigned office on October 11, 2022. This
27 was less than two weeks prior to the filing of the instant motion.

28 ⁴Exhibit B

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1 In his Motion, the Receiver attempts to imply a nefarious
2 meaning to the parties' divorce. People get divorced for a
3 multitude of reasons. Finding out that your spouse may have
4 been involved in a fraudulent Ponzi scheme after said spouse
5 is shot by federal law enforcement would likely lead to the
6 dissolution of most marriages. Contrary to what is asserted
7 in the Receiver's Motion, there is no such thing as a "fast-
8 track" divorce.

9 The Receiver states the purpose of the Beasleys' divorce
10 was to shield "Paula from the forthcoming legal proceedings."
11 Shielding a spouse from forthcoming legal proceedings is not a
12 valid reason for divorce under Nevada law. Additionally, the
13 Receiver neglected to provide any evidence to support his
14 supposition. As stated in the Joint Petition for Divorce
15 filed by the Beasleys, they divorced because Paula determined
16 they were incompatible subsequent to learning of Matthews
17 alleged involvement in the Ponzi scheme.

18 The Receiver questions the legitimacy of the divorce in
19 his Motion. It must be noted that Mr. Winkler had notice of
20 the divorce but failed to challenge the divorce proceedings
21 during the applicable time period. If the Receiver genuinely
22 believed that there was something untoward about the divorce,
23 he would have been negligent in duties not to challenge the
24 divorce proceedings.

25 The Beasley divorce did not have any of the indicia of a
26 fraudulent divorce. Paula did not take a disproportionate
27 share of the community estate. Pursuant to the Decree of
28 Divorce, Paula was awarded less than 30% of the community

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1 assets. After factoring in the assets that she was awarded
2 then turned over to the Receiver, Paula probably received less
3 than 10% of the community estate.

4 In support of his position the Receiver submitted the
5 Joint Petition for Summary Divorce and the Decree of Divorce
6 as Exhibits to his Motion. It is distressing that the
7 Receiver failed to include as part of his Motion the March 28,
8 2022, Stipulation and Order which among other things awarded
9 the 2020 Mercedes G63 AMG to Paula as her sole and separate
10 property⁵. The failure to include the March 28, 2022,
11 Stipulation and Order either violates the duty to perform a
12 reasonable inquiry⁶ or the duty of candor to the tribunal⁷.

13 Paula Beasley received the 2020 Mercedes G63 AMG as her
14 sole and separate property in the divorce proceedings. She
15 was under no obligation to turn over the vehicle to the
16 Receiver as it was not property of the Receivership
17 Defendants. Almost immediately after the Stipulation and
18 Order, Paula Beasley entered into negotiations with Andre
19 Nelms for the sale of the 2020 Mercedes G63 AMG. On April 2,
20 2022, Mr. Nelms delivered a deposit of one hundred thousand
21 dollars (\$100,000.00) to Paula Beasley on the vehicle⁸. The

22

23 ⁵ Exhibit C

24 ⁶ FRCP 11

25 ⁷ NRPC 3.3(a)(1)

26 ⁸ The deposit paid by Andre Nelms was paid in cash due to Paula Beasley's
27 post-divorce bank account being frozen by the SEC in this matter.

28 Although, there have been discussions indicating that the account should

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1 balance of the purchase price was due upon delivery of the
2 title to said vehicle⁹.

3 On behalf of Paula Beasley the Undersigned reached out to
4 AUSA in charge of Matthew Beasley's criminal case in an
5 attempt to obtain the title to the 2020 Mercedes G63 AMG¹⁰.
6 The AUSA were also provided with the Decree of Divorce and the
7 Stipulation and Order from the divorce matter¹¹. Eventually,
8 the AUSA involved in Matthew Beasley's criminal matter
9 indicated that they would be inclined to return the titles
10 requested by Paula Beasley if there was no objection from the
11 SEC.

12 Paula Beasley has been completely transparent regarding
13 her intention regarding the Mercedes. In fact, since the time
14 of the March 28, 2022, Stipulation and Order, Paula Beasley
15 has made it clear to everyone that she intended to sell the
16 2020 Mercedes G63 AMG. Although, she had been granted the
17 vehicle as her sole and separate property, on April 26, 2022,
18 the undersigned reached out to counsel for the SEC in this
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20

21 not have been frozen, to date the account is still frozen and Paula Beasley
22 is unable to utilize the banking system.

23 ⁹At the time of the final payment, Paula's post-divorce bank account was
24 still frozen. As such, Andre Nelms issued the final two payments in
25 cashiers checks one to the Alexander Dawson School and the other was held
26 in trust and used to pay Paula's ongoing living expenses

27 ¹⁰ Exhibit D

28 ¹¹ Exhibit E

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1 matter¹². As part of the communication with the counsel for
2 the SEC in this matter, it was made abundantly clear, the
3 Paula Beasley intended to sell the 2020 Mercedes G63 AMG.
4 Shortly after the above referenced e-mail, the undersigned had
5 a telephonic conversation with Tracy Combs and another
6 attorney from the SEC. At the end of the conversation, the
7 undersigned was under the impression that there was an
8 agreement to unfreeze Paula Beasley's post-divorce bank
9 account and that there was no objection to the sale of the
10 Mercedes G63. This was communicated to AUSA attorney Eric
11 Schmale and he stated his intention to confirm the details of
12 our conversation with SEC attorney Tracy Combs¹³.

13 Another example of the Receiver's apparently irresistible
14 tendency to fabricate facts is the statement "just six days
15 after the Appointment Order was entered, the Receiver met with
16 Paula and Mr. Grigsby and retrieved several vehicles and
17 discussed the turnover of real property in the Beasley's
18 names." The Undersigned was out of the country when the Geoff
19 Winkler was appointed as the Receiver¹⁴. On June 7, 2022, the
20 Undersigned arranged for the Mr. Winkler to pick-up five
21 vehicles from Paula Beasley on June 9, 2022¹⁵. The Undersigned
22 was not present for the vehicle exchange and was still out of
23 the country. In fact, on June 9, 2022, the Undersigned was in
24

25 ¹² Exhibit F

26 ¹³ Exhibit G

27 ¹⁴ Exhibit H

28 ¹⁵ Exhibit I

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1 Cancun, Mexico with attorney Garrett T. Ogata and our families
2 were on a joint excursion to Tulum. The Undersigned did not
3 meet Geoff Winkler in person until sometime in August 2022.
4 The Undersigned perplexed as to how such a simple fact could
5 be misstated by a team of experienced attorneys. The
6 willingness of Geoff Winkler to intentionally lie in a
7 Declaration signed under penalty of perjury calls into
8 question his overall fitness to act as the Receiver in this
9 matter.

10 It can only be hypothesized that the fabricated facts are
11 intended to provide a basis for the request for contempt.
12 There was no discussion between the undersigned and the
13 Receiver during the June 9, 2022, vehicle turnover as the
14 Undersigned was still out of the country. There was no
15 discussion regarding the 2020 Mercedes G63 AMG or anything
16 else as Undersigned was not present.

17 In fact, with the exception of Undersigned briefly
18 mentioning to the Receiver during our initial phone call that
19 Paula Beasley intended to retain the Range Rover and the
20 Mercedes G63, the first time that Geoff Winkler inquired about
21 the vehicle was in his June 17, 2022, e-mail¹⁶. There was no
22 follow-up discussion subsequent to the e-mail. The next time
23 Mr. Winkler brought up the Mercedes is when he inquired about
24 the status of four vehicles on June 28, 2022¹⁷. At the time,
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27 _____
¹⁶ Exhibit J

28 ¹⁷ Exhibit K

1 Mr. Winkler was once again informed that the Mercedes had been
2 sold¹⁸. No follow-up information was requested by Mr. Winkler.

3 Further it was never represented to the Receiver that the
4 Mercedes was in an accident or in the shop. During one of the
5 phone conversations in June, in a discussion about insurance,
6 it was mentioned to Mr. Winkler that the Range Rover was in
7 the shop due to a minor accident. The context of the
8 conversation was regarding whether Paula could cancel the
9 insurance on the vehicles currently in the Receiver's
10 possession as maintaining the insurance would be a hardship on
11 her post-divorce income.

12 Once again there was never a conversation regarding her
13 vacating the Ruffian property on June 9, 2022. Undersigned
14 always maintained that Paula would exit the Ruffian property
15 around the time that her kids started school in August 2022.
16 Counsel for Mr. Winkler attached a letter that she purports to
17 have sent on August 4, 2022. In the Undersigned's response,
18 it is clearly indicated that Undersigned had never received a
19 correspondence from her on August 4, 2022, and also informed
20 her that there was no agreement on Paula Beasley vacating the
21 Ruffian house in July 2022¹⁹. Given the numerous misstatements
22 contained in a motion signed by Ms. Hendricks, her veracity
23 for truthfulness is definitely in question.

24 Geoff Winkler was very consistent in sending confirming
25 e-mails when we came to an agreement on any topic. The
26

27 ¹⁸ Exhibit K

28 ¹⁹ Exhibit L

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1 absence of confirming e-mails regarding the 2020 Mercedes G63
2 AMG and the turnover date for the Ruffian residence shows that
3 there was agreement made as claimed by the Receiver.

4 Although, it may seem like quibbling, but the way the
5 Receiver became aware of the Notice of Breach on the Ruffian
6 property was that he was provided the notice by the
7 undersigned²⁰. During our October 11, 2022, meeting, Mr.
8 Winkler acknowledged that he was aware that the funds used by
9 Paula to bring the mortgage current came from the sale of the
10 Mercedes²¹. Paula paid over \$50,000.00 from the sale of the
11 Mercedes to the Ruffian property. The Receiver is aware of
12 this fact but failed to include it in his Motion.

13 In bringing the mortgage current, Paula also made the
14 payment for August 2022. As she had paid for the entire month
15 of August, the Undersigned informed Mr. Winkler that she would
16 exit the property prior to the end of August. Upon exiting
17 the property, Paula provided Mr. Winkler with an inventory of
18 the Ruffian property and the miscellaneous personal property
19 she kept upon exiting the Ruffian property. Further, as the
20 Schoofey property was awarded to Paula in the divorce, she has
21 informed the Receiver that she intends to retain the property.
22 In summary the Receiver has the Ruffian property and the
23 mortgage was current at the time of the property was turned
24 over to the Receiver.

25 **III. LEGAL ARGUMENT**

26 _____
27 ²⁰ Exhibit M

28 ²¹ Exhibit N

1 **A. Jurisdiction**

2 This Court lacks personal jurisdiction over Paula
3 Beasley. Under the standard set forth in FRCP 12(b), Ms.
4 Beasley asserts the defenses of lack of personal jurisdiction,
5 and insufficient service of process. A review of the papers
6 and pleadings on file in this matter show that Ms. Beasley was
7 never named as a party. It is an undisputed fact that Ms.
8 Beasley was never served with any document filed in this case,
9 much less one naming her as a Defendant, a Relief Defendant,
10 or otherwise. Under FRCP 12, Ms. Beasley is not required to
11 appear specially to attack court's jurisdiction over her²².
12 The Receiver in this matter never attempted to name Ms.
13 Beasley as a party, but simply named her in a Motion.
14 However, Ms. Beasley is not a "nominal defendant". As set
15 forth supra, Ms. Beasley had an interest in the property in
16 question, and sold the same pursuant to the authority of a
17 Court Order.

18 We have recognized a truncated form of process vis-à-vis
19 "a non-party depository as a nominal defendant to effect full
20 relief in the marshaling of assets that are the fruit of the
21 underlying fraud²³." A nominal defendant is not a real party
22 in interest because he "has no legitimate claim to the
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25 _____
26 ²² Orange Theatre Corp. v. Rayherstz Amusement Corp., 139 F.2d 871, 1944
27 U.S. App. LEXIS 4137 (3d Cir.), *cert. denied*, 322 U.S. 740, 64 S. Ct. 1057,
28 88 L. Ed. 1573, 1944 U.S. LEXIS 765 (1944)

²³ SEC v. Colello, 139 F.3d 674, 677 (9th Cir. 1998)

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1 disputed property²⁴." Although the paradigmatic example of a
2 nominal defendant is "a bank or trustee [that] has only a
3 custodial claim to the property²⁵", the term is broad enough
4 to encompass persons who are in possession of funds to which
5 they have no rightful claim, such as money that has been
6 fraudulently transferred by the defendant in the underlying
7 securities enforcement action²⁶. In this matter, it is
8 undisputed that Ms. Beasley was married to Defendant Matthew
9 Beasley until March 2022. The Decree of Divorce and the
10 Stipulation and Order are valid court orders. The Receiver
11 admits the validity of the divorce proceedings in that the

12 _____
13 ²⁴ Id. at 676; SEC v. Cherif, 933 F.2d 403, 414 (7th Cir. 1991) (stating
14 that a nominal defendant "holds the subject matter of the litigation in a
15 subordinate or possessory capacity as to which there is no dispute" and is
16 not a real party in interest because "he has no interest in the subject
17 matter litigated" (internal quotation marks omitted))

18 ²⁵ Colello, 139 F.3d at 677

19 ²⁶ Id. at 675; SEC v. Hickey, 322 F.3d 1123, 1130-32 (9th Cir. 2003)
20 (upholding the district court's exercise of jurisdiction over a corporation
21 nominally owned by the defendant's mother and into which the defendant had
22 channeled proceeds of his securities law violations); SEC v. Wencke, 783
23 F.2d 829, 838 (9th Cir. 1986) (holding that the district court had
24 jurisdiction over the assets of a corporation into which the defendant in
25 the underlying enforcement action had funneled proceeds of his securities
26 law violations); Cherif, 933 F.2d at 414. SEC v. Ross, 504 F.3d 1130,
27 1141-1142, Fed. Sec. L. Rep. (CCH) P94,451 (U.S. Court of Appeals for the
28 Ninth Circuit, 2007)

1 Eighth Judicial District Court, Family Division Orders were
2 never timely challenged.

3 **B. Contempt**

4 The United States Supreme Court has stated that contempt
5 power "is a necessary and integral part of the independence of
6 the judiciary and is absolutely essential to the performance
7 of the duties imposed on them by law²⁷." In matters involving
8 indirect civil contempt proceedings, the movant has the burden
9 to prove three things. The movant must show: (1) the existence
10 of a valid court order, (2) the defendant has knowledge of the
11 order, and (3) the defendant disobeyed the order.²⁸ The movant
12 must prove its case by clear and convincing evidence.²⁹ "The
13 clear and convincing evidence standard is higher than the
14 'preponderance of the evidence' standard, common in civil
15 cases but not as high as 'beyond a reasonable doubt.'³⁰ Clear
16 and convincing evidence is defined as "that weight of proof
17 which produces in the mind of the trier of fact a firm belief
18 or conviction as to the truth of the allegations sought to be
19 established, evidence so clear, direct, weighty and convincing
20

21 _____
22 ²⁷Electrical Workers v. Gary's Electric, 340 F.3d 373 (2003)

23 ²⁸Elec. Workers Pension v. Gary's Elec. , 340 F.3d 373, 379 (6th Cir. 2003)
24 ; S.E.C. v. Showalter, 227 F. Supp. 2d 110, 120 (D.D.C 2002); Bad Ass
25 Coffee of Hawaii v. Bad Ass Ltd. Partner, 95 F. Supp. 2d 1252, 1256 (D.
26 Utah 2000); Arthur Young &Co. v. Kelly, 588 N.E. 2d 233, 239 (Ohio Ct. App.
27 1990)

28 ²⁹Travelhost, Inc. v. Blandford, 68 F. 3d 958,961 (5th Cir. 1995)

³⁰ Id.

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1 as to enable the fact finder to come to a clear conviction,
2 without hesitancy, of the truth of the precise facts of the
3 case.³¹"

4 In a civil contempt proceeding "[t]he contemtor's
5 disobedience need not be 'willful' to constitute civil
6 contempt. Indeed, a district court is justified in adjudging
7 a person to be in civil contempt for failure to be reasonably
8 diligent and energetic in attempting to accomplish what was
9 ordered³²." "Willfulness" is defined as "additional act done
10 by one who knows or should reasonably be aware that his
11 conduct is wrongful³³." Civil contempt is more properly
12 considered a compensatory remedy and an encouragement to
13 comply with court orders³⁴.

14 The Receiver relies on SEC v. Res. Dev. Int'l, to support
15 his contempt argument but misunderstands and misuses the
16 holding of the case³⁵. The matter involved wherein the
17 Receiver was able to directly trace over a one million dollars
18 in assets that originated from defrauded investors and obtain
19 a default judgment. Additionally, the contemtor was a party
20 to the underlying action. Paula is not a party to the
21 underlying action. The only property that she is accused of
22

23 _____
24 ³¹ Id. At 961

25 ³² Bad Ass Coffee of Hawaii v. Bad Ass Ltd. Partner, 95 F. Supp. 2d 1252,
26 1256 (D. Utah 2000)

27 ³³ U.S. v. Armstrong, 781 F. 2d 700, 706 (1986)

28 ³⁴ Electrical Workers v. Gary's Electric, 340 F.3d 373 (2003)

³⁵ SEC v. Res. Dev. Int'l, 291 F. App'x 660, 661 (5th Cir. 2008)

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1 selling was property that was awarded solely to her in the
2 divorce proceedings. "A party commits contempt when he
3 violates a definite and specific order of the court requiring
4 him to perform or refrain from performing a particular act or
5 acts with knowledge of the court's order³⁶." The Order in
6 question has no prohibition against a former spouse selling
7 her personal property. As the vehicle was her personal
8 property, she is free to dispose of it.

9 Next, the Receiver misses the point entirely with respect
10 to its reliance on Sec v. AmerFirst Funding, Inc.³⁷, which
11 requires the Receiver to establish by clear and convincing
12 evidence that the court order in quest was in effect at the
13 time of the alleged violation. The underlying action was not
14 filed at the time Paula was granted the 2020 Mercedes G63 AMG.
15 Multiple general allegations are made by the Receiver but
16 other than the Mercedes which was granted to Paula as her sole
17 and separate property, the Receiver is unable to point to any
18 specified conduct by Paula or the undersigned that violates
19 this Court's orders.

20 What the Receiver does not realize, or does not admit, is
21 that the 2020 Mercedes G63 AMG is the separate property of
22 Paula. The Appointment Order clearly prohibits a person with
23 notice of the Order from disposing of assets or funds held by,
24 in the name of, or for the benefit of the Receivership

25 _____
26 ³⁶Securities and Exchange Commission v. First Financial Group of Texas
27 Inc., 659 F.2d 660, 669 (5th Cir. 1981)

28 ³⁷Sec v. AmerFirst Funding, Inc., 2008 Lexis 7510

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1 Defendants. The important question not addressed in the
2 Receiver's Motion for Contempt is who actually owned the 2020
3 Mercedes G63 AMG. The Receiver was clearly aware of the March
4 28, 2022, Stipulation and Order and chose not to include it as
5 an exhibit. He has deliberately chosen to ignore a court
6 order that does not favor his desired outcome. Geoff Winkler
7 is apparently going to ask this Court to suspend disbelief and
8 take the position that he was able to obtain pleadings from a
9 sealed case, including the date the matter was sealed but
10 failed to discover the order that specifically deals with the
11 topics relevant to the Motion he filed. This Court can take
12 judicial notice that the sealing of files in Family Court
13 matters in the State of Nevada does not include the sealing of
14 Orders.

15 Accordingly, while the Court certainly has the power to
16 find contempt where its order has been willfully violated and
17 where jurisdiction exists, the court's contempt power should
18 not extend to a non-party who exercised her right to dispose
19 of property awarded to her in the divorce proceedings.

20 **C. Attorney Fees Paid to Aaron Grigsby**

21 There were no Receivership assets sold by Paula after the
22 asset freeze. The undersigned informed the Receiver that
23 with the exception of one payment in the amount of
24 \$27,781.57³⁸, the entirety of funds received by the undersigned
25 on behalf of Paula Beasley came from credit card payments.

26

27

28

³⁸ The funds for the \$27,781.57 came from the proceeds of the sale of the Ferrari and was authorized by the March 28, 2022, Stipulation and Order

1 Additionally, the March 28 Stipulation and Order authorized
2 some credit card payments to the undersigned.

3 The Receiver would have to make a preliminary showing
4 that payments received by the undersigned can be traced to
5 fraud. Apparently, the Receiver seeks to meet its burden to
6 make a preliminary showing that attorney's fees paid to the
7 undersigned by conjecture as opposed to actual evidence. The
8 argument submitted by the Receiver is that since Paula sold
9 property that was granted to her in a divorce proceeding then
10 she must have used tainted funds to pay the undersigned. The
11 actual facts belie the purported "strong likelihood that funds
12 received as a result of the unauthorized sale of Receivership
13 Property paid for Mr. Grigsby's legal services" contained in
14 the Motion.

15 This is feeble attempt by the Receiver to engage in
16 burden shifting regarding payments made to the undersigned.
17 Without making the required preliminary showing that funds
18 received by the undersigned are tainted, the Receiver make the
19 conclusory statement "Mr. Grigsby has not demonstrated he is
20 entitled to retain any such funds." The Receiver is aware of
21 the March 28, 2022, stipulation and order. He is also in
22 receipt of the Undersigned's correspondence regarding fees
23 being paid by credit card but fails to explain how the funds
24 received by credit card are tainted.

25 Another example of deliberate misreading of legal
26 authority is the Receiver's reliance on SEC v. Fujinaga and
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1 MRI Int'L, Inv.,³⁹ which is factually distinguished from this
2 matter. In Fujinaga, there was no dispute that the underlying
3 funds were from the Ponzi scheme and directly traceable.
4 Further, all payments towards attorney's fees in Fujinaga,
5 were made subsequent to the preliminary injunction. In this
6 matter, the undersigned was paid almost entirely with credit
7 card payments and all payments were made prior to the
8 initiation of this action, and the sale of property was done
9 under a valid court order.

10 **D. Other Requested Relief**

11 The Receiver made additional request for relief in his
12 contempt motion without meeting the actual burden for
13 contempt. Mr. Winkler takes the position that because the
14 undersigned represented the Beasleys' in a divorce proceeding,
15 that the Undersigned hold some special knowledge regarding the
16 Ponzi scheme and its related information. First, there is
17 nothing unusual about an attorney providing representation in
18 a joint petition for divorce. Second, providing
19 representation in a divorce would not necessarily impart
20 knowledge of anything not directly required to complete the
21 divorce process. In fact, the March 28, 2022, Stipulation and
22 Order was necessary because items were omitted from the
23 Marital Settlement Agreement and Decree of Divorce.

24 The declaration of Ben Tranquillo is self-serving and not
25 relevant to the issue currently before this Court. During the
26 October 11, 2022, meeting with Receiver, Mr. Winkler
27

28 ³⁹ SEC v. Fujinaga and MRI Int'L, Inv., 2020 U.S. Dist. Lexis 200748

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

1 introduced Ben Tranquillo to the undersigned as the person he
2 usually uses to sell vehicles. Mr. Tranquillo clearly has an
3 interest in the Receiver recovering the Paula's Mercedes
4 because he would be the person the used to sell the vehicle.
5 As such, he is in a position to profit from his opinion and
6 has an interest in this Court awarding the vehicle to the
7 Receiver. But neither the value of the Mercedes nor its
8 selling price is relevant because Paula is free to sell her
9 personal property as she sees fit. Additionally, the
10 Receivership benefited from Paula's sale of the as it allowed
11 her to pay the back mortgage on the Ruffian property.

12 Finally, the Receiver is inexplicably requesting fees for
13 a factually dubious Motion that is not well grounded in law or
14 fact. The record does not support an award of attorney's fees
15 to the Respondent for a motion that intentionally misstates
16 the relevant facts. The Respondent has failed to submit any
17 authority that would support his request for fees in this
18 matter.

19 **IV. CONCLUSION**

20 Based on the foregoing, Paula Beasley and the Undersigned
21 respectfully requests that this Court deny the entirety of
22 relief requested in the Receiver's Motion.

23 DATED this 7th day of November, 2022

24
25 GRIGSBY LAW GROUP
A Professional Corporation
26 By: /s/ Aaron Grigsby
27 Aaron D. Grigsby, Esq.
Nevada Bar No. 9046
28 2880 W. Sahara Ave.
Las Vegas, Nevada 89102

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CERTIFICATE OF SERVICE

I hereby certify that service of the RESPONSE TO 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 made on the 8th day of November, 2022, 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 e-mail or United States Mail to the following address.

Kara B. Hendricks, Esq.
10845 Griffith Peak Drive, Suite 600
Las Vegas, Nevada 89135
hicksja@glaw.com

/s/ Jackson Newark
Employee of The Grigsby Law Group

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

SEC v. MATTHEW BEASLEY

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

Exhibit	Description
A	E-mails between AG and Geoff Winkler 6-28-22
B	E-mails between AG and Geoff Winkler various dates
C	March 28, 2022, Stipulation and Order
D	Correspondence with AUSA Tony Lopez
E	E-mail between AG and AUSA Dan Schiess
F	E-mail between AG and Tracy Combs 04-26-22
G	E-mail between AG and Tracy Combs 04-27-22 and 04-28-22
H	AG airline information and 6-21-22 e-mail between AG and Geoff Winkler
I	E-mail between AG and Geoff Winkler 6-3-22 and 6-7-22
J	E-mail between AG, Tracy Combs and Geoff Winkler 06-17-22
K	E-mail between AG and Geoff Winkler 6-28-22 and 6-29-22

L	Letter to Kara Hendricks 08-22-22
M	Notice of Breach 5475 Ruffian Rd
N	Receipt for Funds 08-12-22
O	Declaration of Aaron D. Grigsby

Exhibit A

Emails between AG and Geoff Winkler 6-28-22

aaron@grigsbylawgroup.com

From: Geoff Winkler <geoff@americanfiduciaryservices.com>
Sent: Tuesday, June 28, 2022 5:30 PM
To: aaron@grigsbylawgroup.com
Subject: RE: Beasley

Aaron-

No problem at all. I appreciate your prompt response and willingness to work with me. I reached out to the storage facility, but a bill with the unit number would be helpful.

Sincerely,

Geoff Winkler, JD, MBA, CFE, CIRA
American Fiduciary Services LLC
715 NW Hoyt Street #4364
Portland, Oregon 97208
Office: (855) 880-0100
Cell: (503) 708-0028
geoff@americanfiduciaryservices.com
www.americanfiduciaryservices.com

From: aaron@grigsbylawgroup.com <aaron@grigsbylawgroup.com>
Sent: Tuesday, June 28, 2022 5:14 PM
To: Geoff Winkler <geoff@americanfiduciaryservices.com>
Subject: Beasley

Geoff:

Apparently I was misinformed as to the status of the boat and jet skis. They are not with a friend of Paula's. She was unable to facilitate the transfer to her friend. They are still in storage at Admiral Toy Storage 1475 Linda Way, Sparks Nevada 89431. Additionally, Paula was unable to afford the storage payment for June. She will be e-mailing me the invoice for the well sometime this evening. I apologize for giving you bad information in my last e-mail. My client is a bit overwhelmed by everything that has happened over the last few months.

Thank you,

Aaron D. Grigsby, Esq
Grigsby Law Group
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Las Vegas, Nevada 89102
(702) 202-5235 – Office
(702) 944-7856 – Facsimilie
www.grigsbylawgroup.com

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Exhibit B

Emails between AG and Geoff Winkler various dates

aaron@grigsbylawgroup.com

From: aaron@grigsbylawgroup.com
Sent: Tuesday, July 5, 2022 9:55 AM
To: 'Geoff Winkler'
Subject: RE: Properties

Yes, she is turning over the properties listed below. The realtor that my client signed a listing agreement for the Mt. Charleston property (2143 Via Regina Coeli St.) discovered that there was an addition to the property that my have been unauthorized. He was going to do some more research into the issue to see if the proper permits were pulled. We had him stop when the SEC matter was filed but he may have some helpful information. I will find the listing agreement and forward it to you.

Aaron D. Grigsby, Esq
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From: Geoff Winkler <geoff@americanfiduciaryservices.com>
Sent: Friday, July 1, 2022 11:31 AM
To: Aaron Grigsby <aaron@grigsbylawgroup.com>
Subject: Properties

Aaron-

Can you verify that your client is turning over the following properties?

2143 Via Regina Coeli St., Las Vegas, NV 89124 (home & land)
PARCEL MAP FILE 107 PAGE 22 LOT 4 & VAC, Las Vegas (vacant land)
5485 RUFFIAN RD, LAS VEGAS, NV 89149-1269 (vacant land)
W HAMMER LANE RUFFIAN RD, LAS VEGAS, NV 89101 (vacant land)

Sincerely,

Geoff Winkler, JD, MBA, CFE, CIRA

American Fiduciary Services LLC
715 NW Hoyt Street #4364
Portland, Oregon 97208
Office: (855) 880-0100
Cell: (503) 708-0028
geoff@americanfiduciaryservices.com
www.americanfiduciaryservices.com

aaron@grigsbylawgroup.com

From: aaron@grigsbylawgroup.com
Sent: Wednesday, August 10, 2022 11:44 AM
To: 'Geoff Winkler'
Subject: RE: RV question

Geoff:

I spoke to Paula regarding the RV. She said that there has never been a claim that she knows about but it was not something that she dealt with in the marriage.

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From: Geoff Winkler <geoff@americanfiduciaryservices.com>
Sent: Monday, August 8, 2022 1:41 PM
To: Aaron Grigsby <aaron@grigsbylawgroup.com>
Cc: hendricksk@gtlaw.com; Amanda Deering <amanda@americanfiduciaryservices.com>
Subject: RV question

Aaron-

Our insurance underwriter wanted us to reach out and find out if the RV ever had a claim made against it for damage, fire, or theft. Could you ask your client and get back to me?

Sincerely,

Geoff Winkler, JD, MBA, CFE, CIRA
American Fiduciary Services LLC
715 NW Hoyt Street #4364
Portland, Oregon 97208
Office: (855) 880-0100
Cell: (503) 708-0028

geoff@americanfiduciaryservices.com
www.americanfiduciaryservices.com

aaron@grigsbylawgroup.com

From: aaron@grigsbylawgroup.com
Sent: Friday, September 2, 2022 2:02 PM
To: 'Geoff Winkler'
Subject: RE: Beasley keys

Yes, I was able to get the keys and remote to the Mt. Charleston residence. I also included the inventory for the Ruffian residence and the items that Paula took to the new house. They are available for pick-up at the front desk of my office anytime between 9-5.

Aaron D. Grigsby, Esq
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From: Geoff Winkler <geoff@americanfiduciaryservices.com>
Sent: Thursday, September 1, 2022 4:07 PM
To: aaron@grigsbylawgroup.com
Subject: RE: Beasley keys

Aaron-

Can you confirm you were able to get the gate remote?

Sincerely,

Geoff Winkler, JD, MBA, CFE, CIRA
American Fiduciary Services LLC
715 NW Hoyt Street #4364
Portland, Oregon 97208
Office: (855) 880-0100
Cell: (503) 708-0028
geoff@americanfiduciaryservices.com
www.americanfiduciaryservices.com

From: aaron@grigsbylawgroup.com <aaron@grigsbylawgroup.com>
Sent: Thursday, September 1, 2022 9:44 AM
To: Geoff Winkler <geoff@americanfiduciaryservices.com>
Subject: RE: Beasley keys

Geoff:

Sorry about the delay in responding. I had a trial yesterday. The keys to Ruffian, inventory and a few other documents are available and ready for pick-up at my office. Just give the receptionist your name and they have it waiting. I followed up with Michael Thomas from Titan reality regarding the gate remote for Mt. Charleston. He assures me that he will have a runner drop it off today. I should be in the office today until 2:30 and the receptionist will be available until 5. I left instructions to add the remote to the envelope as soon as it is dropped off. The alarm code for Mt. Charleston is the same and the Tahoe residence 1928

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From: Geoff Winkler <geoff@americanfiduciaryservices.com>
Sent: Wednesday, August 31, 2022 10:07 AM
To: Aaron Grigsby <aaron@grigsbylawgroup.com>; hendricksk@gtlaw.com
Cc: Ben Tranquillo <btranquillo@yahoo.com>
Subject: Beasley keys

Aaron-

Can you confirm that the Ruffian and Mt Charleston keys and gate openers are available at your office this morning?

Sincerely,

Geoff Winkler, JD, MBA, CFE, CIRA
American Fiduciary Services LLC
715 NW Hoyt Street #4364
Portland, Oregon 97208
Office: (855) 880-0100

Cell: (503) 708-0028

geoff@americanfiduciaryservices.com

www.americanfiduciaryservices.com

aaron@grigsbylawgroup.com

From: aaron@grigsbylawgroup.com
Sent: Thursday, September 8, 2022 3:20 PM
To: 'Geoff Winkler'
Subject: RE: RV safe code

I just happened to be on the phone with Paula on an unrelated matter. She said that she did not know that the RV had a safe but they use 1928 for all of their codes.

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From: Geoff Winkler <geoff@americanfiduciaryservices.com>
Sent: Thursday, September 8, 2022 2:55 PM
To: Aaron Grigsby <aaron@grigsbylawgroup.com>
Subject: RV safe code

Aaron-

Can you ask your client if she knows or has access to the code for the safe in the back of the RV?

Sincerely,

Geoff Winkler, JD, MBA, CFE, CIRA
American Fiduciary Services LLC
715 NW Hoyt Street #4364
Portland, Oregon 97208
Office: (855) 880-0100
Cell: (503) 708-0028
geoff@americanfiduciaryservices.com
www.americanfiduciaryservices.com

aaron@grigsbylawgroup.com

From: aaron@grigsbylawgroup.com
Sent: Friday, September 9, 2022 1:10 PM
To: 'Geoff Winkler'
Subject: RE: Ruffian Home

Geoff:

Paula does not have the combination card for the key to the Ruffian house. That was something that was always handled by Matt. She believes that there may be a spare key in the white bin outside the back in the courtyard by the fireplace.

Thank you,

Aaron D. Grigsby, Esq
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From: Geoff Winkler <geoff@americanfiduciaryservices.com>
Sent: Friday, September 9, 2022 10:09 AM
To: Aaron Grigsby <aaron@grigsbylawgroup.com>
Subject: Ruffian Home

Aaron-

Can you ask Paula if she has the combination card for the key to the Ruffian house? It is a special high security key which requires that code to create an additional copy. In the alternative, could you ask if she has a couple more copies of the key?

Sincerely,

Geoff Winkler, JD, MBA, CFE, CIRA
American Fiduciary Services LLC
715 NW Hoyt Street #4364

Portland, Oregon 97208

Office: (855) 880-0100

Cell: (503) 708-0028

geoff@americanfiduciaryservices.com

www.americanfiduciaryservices.com

aaron@grigsbylawgroup.com

From: aaron@grigsbylawgroup.com
Sent: Friday, October 7, 2022 9:50 AM
To: 'Geoff Winkler'
Subject: RE: SEC v. Beasley

My office.

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

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From: Geoff Winkler <geoff@americanfiduciaryservices.com>
Sent: Friday, October 7, 2022 9:34 AM
To: aaron@grigsbylawgroup.com
Subject: RE: SEC v. Beasley

At your office or Schoofey street?

Sincerely,

Geoff Winkler, JD, MBA, CFE, CIRA
American Fiduciary Services LLC
715 NW Hoyt Street #4364
Portland, Oregon 97208
Office: (855) 880-0100
Cell: (503) 708-0028
geoff@americanfiduciaryservices.com
www.americanfiduciaryservices.com

From: aaron@grigsbylawgroup.com <aaron@grigsbylawgroup.com>
Sent: Friday, October 7, 2022 9:24 AM

To: Geoff Winkler <geoff@americanfiduciaryservices.com>

Subject: RE: SEC v. Beasley

Paula is available on Tuesday, October 11, 2022, from 4:15-4:30

Aaron D. Grigsby, Esq
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From: Geoff Winkler <geoff@americanfiduciaryservices.com>

Sent: Thursday, October 6, 2022 4:48 PM

To: info@gtogata.com; info@gtogata.com; Aaron Grigsby <aaron@grigsbylawgroup.com>

Cc: hendricksk@gtlaw.com

Subject: SEC v. Beasley

Garrett & Aaron-

I need to arrange a time in the next week or so to have Matt Beasley and Paula Beasley sign the titles to the vehicles that have been turned over. I will be available next Tuesday through Thursday next week and Tuesday through Friday of the following week. Please let me know when we can get this scheduled.

Sincerely,

Geoff Winkler, JD, MBA, CFE, CIRA
American Fiduciary Services LLC
715 NW Hoyt Street #4364
Portland, Oregon 97208
Office: (855) 880-0100
Cell: (503) 708-0028
geoff@americanfiduciaryservices.com
www.americanfiduciaryservices.com

Exhibit C

March 28, 2022, Stipulation and Order

Electronically Filed
03/28/2022 9:26 AM

Heather J. Smith
CLERK OF THE COURT

1 SAO
2 The Grigsby Law Group
3 A Professional Corporation
4 Aaron D. Grigsby, Esq.
5 Nevada Bar No. 9043
6 2880 W. Sahara Ave.
7 Las Vegas, Nevada 89102
8 Phone: (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,

Case No. D-22-644748-Z

16 and

Dept. No. U

17 MATTHEW BEASLEY,

18 Joint Petitioners.

19 STIPULATION AND ORDER

20 The parties, hereto stipulate and agree to modify
21 the terms of the Marital Settlement Agreement and
22 Decree of Divorce as follows:

23 **IT IS HEREBY STIPULATED** that the parties
24 acknowledge that two civil actions have been filed
25 against Matthew Beasley¹;

26 **IT IS HEREBY FURTHER STIPULATED** that the
27 disposition of the Beasley Law Group was

28 ¹A-22-849806-B and Kings County Supreme Court 507383/2022

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

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

1 inadvertently omitted from the Marital Settlement
2 Agreement;

3 **IT IS HEREBY FURTHER STIPULATED** that the Beasley
4 Law Group and all assets and liabilities of the
5 Beasley Law Group will be the sole and separate
6 property of Matthew Beasley;

7 **IT IS HEREBY FURTHER STIPULATED** that the parties
8 anticipate that other legal actions both criminal and
9 civil will be filed;

10 **IT IS HEREBY FURTHER STIPULATED** that Matthew
11 Beasley acknowledges that he has sole responsibility
12 for the events leading to current and probable future
13 legal actions and agrees to absolve and indemnify
14 Paula Beasley from any liability for acts that
15 occurred during the marriage;

16 **IT IS HEREBY FURTHER STIPULATED** that the parties
17 have/and will incur legal fees related to matters
18 that arose during the marriage;

19 **IT IS HEREBY FURTHER STIPULATED** that as part of
20 his agreement to indemnify Paula Beasley, Matthew
21 Beasley agrees to provide her with funds for her
22 future civil and/or criminal defense. Matthew
23 Beasley hereby authorizes a charge of ~~110,000.00~~ ^{110,000.00} on
24 his American Express card to assist Paula with her
25 defense. Payment for any charges on his American
26 Express card subsequent to March 4, 2022, will be the
27 sole responsibility of Matthew Beasley;

28

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

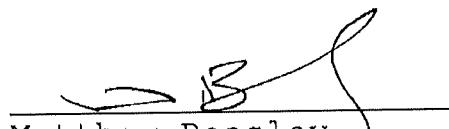
1 **IT IS HEREBY FURTHER STIPULATED** that the proceeds
2 from the sale of the 2016 Ferrari 488 will be evenly
3 divided between the parties for their future legal
4 defense;

5 **IT IS HEREBY FURTHER STIPULATED** that the Bentley
6 Continental will be the sole and separate property of
7 Matthew Beasley and allocated to providing funds for
8 his legal representation;

9 **IT IS HEREBY FURTHER STIPULATED** that the Mercedes
10 G63 will be the sole and separate property of Paula
11 Beasley and allocated to providing funds for her
12 legal representation;

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Paula Beasley


Matthew Beasley

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ORDER

Based upon the Stipulation of the parties hereto
and good cause appearing,

IT IS HEREBY ORDERED that Matthew Beasley
acknowledges that he has sole responsibility for the
events leading to current and probable future legal
actions and agrees to absolve and indemnify Paula
Beasley from any liability for acts that occurred
during the marriage;

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

1 **IT IS HEREBY FURTHER ORDERED** that the Beasley Law
2 Group and all assets and liabilities of the Beasley
3 Law Group will be the sole and separate property of
4 Matthew Beasley;

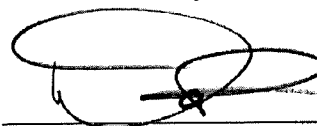
5 **IT IS HEREBY FURTHER ORDERED** that that as part of
6 his agreement to indemnify Paula Beasley, Matthew
7 Beasley agrees to provide her with funds for her
8 future civil and/or criminal defense. Matthew
9 Beasley hereby authorizes a charge of \$110,000.⁰⁰ on
10 his American Express card to assist Paula with her
11 defense. Payment for any charges on his American
12 Express card subsequent to March 4, 2022, will be the
13 sole responsibility of Matthew Beasley;

14 **IT IS HEREBY FURTHER ORDERED** that the proceeds
15 from the sale of the 2016 Ferrari 488 will be evenly
16 divided between the parties for their future legal
17 defense;

18 **IT IS HEREBY FURTHER ORDERED** that the Bentley
19 Continental will be the sole and separate property of
20 Matthew Beasley and allocated to providing funds for
21 his legal representation;

22 **IT IS HEREBY FURTHER ORDERED** that the Mercedes
23 G63 will be the sole and separate property of Paula
24 Beasley and allocated to providing funds for her
25 legal representation.

Dated this 28th day of March, 2022



District Court Judge

1E9 BCD B923 A211
Dawn R. Throne
District Court Judge

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Submitted by:
THE GRIGSBY LAW GROUP
A Professional Corporation



Aaron D. Grigsby, Esq.
Bar No. 9043
2880 W. Sahara Ave.
Las Vegas, Nevada 89102

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

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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
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AUTOMATED CERTIFICATE OF SERVICE

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

Service Date: 3/28/2022

Aaron Grigsby	aaron@grigsbylawgroup.com
Abira Grigsby	abira@grigsbylawgroup.com

Exhibit D

Correspondence with AUSA Tony Lopez

aaron@grigsbylawgroup.com

From: Aaron Grigsby <aaron@grigsbylawgroup.com>
Sent: Monday, March 28, 2022 2:35 PM
To: 'tony.lopez@usdoj.gov'
Subject: Paula Beasley
Attachments: Letter To Tony Lopez.pdf

Mr. Lopez:

As a follow-up to our phone call from earlier today, please see the attached correspondence.

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

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March 28, 2022

Via electronic mail

Richard Anthony Lopez
501 Las Vegas Boulevard South, Suite 1100
Las Vegas, Nevada 89101

Re: United States of America v. Matthew Beasley,
2:22-mj-00171-EJY

Mr. Lopez:

My office has been retained to represent Paula Beasley in several matters including the disposition and resolution of post-divorce assets and debts. The titles to several vehicles were taken during the arrest of Matthew Beasley. The vehicle titles are necessary to finalize the post-divorce distribution of property.

Pursuant to the Decree of Divorce¹, Ms. Beasley was awarded the Range Rover vehicle as her sole and separate property. Additionally, there was a post-decree Stipulation and Order between the parties that reallocated the Mercedes Benz G63 AMG to Paula Beasley. The Cadillac Escalade and the Bentley Continental were awarded to Matthew Beasley by the Decree of Divorce and the post-decree Stipulation and Order. The remaining vehicles were to be sold and the proceeds held until the resolution of all litigation related to matters that occurred during the marriage.

We are requesting that the titles to the Range Rover and the Mercedes Benz G63 AMG be returned to Paula Beasley. Further, we would request that the titles to the 2020 Dutch Star, Jeep Renegade, 2016 Ford F250, 2020 Chevy Tahoe and the boat and jet skis be returned to Paula Beasley. Ms. Beasley has found buyers for several of the vehicles and would like to maximize the value of the property.

Finally, Paula Beasley anticipates seeking permission from the divorce court to expend some of the proceeds from the sale of the vehicles to maintain the mortgage on the Lake Tahoe property until the property can be sold. The proceeds from the Lake Tahoe and Mt. Charleston properties are also to be held until the resolution of all legal matters that arose during the marriage.

Thank you, in advance for any assistance that you can provide. Your prompt attention to this matter is appreciated.

¹ Case D-22-644748-Z



Sincerely,

Dictated but not read

Aaron D. Grigsby, Esq.

ADG
Enclosure
As stated

cc: file
Paula Beasley

Exhibit E

E-mail between AG and AUSA Dan Schiess

aaron@grigsbylawgroup.com

From: Aaron Grigsby <aaron@grigsbylawgroup.com>
Sent: Tuesday, April 5, 2022 4:04 PM
To: 'dan.schiess@usdoj.gov'
Subject: Beasley
Attachments: Decree of Divorce.pdf; Stipulation and Order.pdf; FCI Mortgage 3-14-22- P. Beasley.pdf

Mr. Schiess:

Attached please find the documents that we discussed during our phone conversation. Please let me know if you need any additional information.

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

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Exhibit F

E-mail between AG and Tracy Combs 04-26-22

aaron@grigsbylawgroup.com

From: aaron@grigsbylawgroup.com
Sent: Tuesday, April 26, 2022 11:02 AM
To: 'combst@sec.gov'
Cc: 'fronkc@sec.gov'
Subject: SEC v. Beasley, et al, Case No. 2:22-cv-00612-JCM

Counsel:

I represent Paula Beasley, who is the ex-wife of Matthew Beasley one of the Defendant's in the above-referenced action. I have left a couple of messages on behalf of Ms. Beasley who has had a bank account that she opened post-divorce frozen. After calling the phone number associated with the frozen account, she learned that the hold on her account was placed by the SEC. The money in the account amounted to less than six thousand dollars and came from selling personal property and her first pay check from her new job. She would like to discuss getting the bank account unfrozen and having the funds returned to her. Ms. Beasley is the sole source of support for two minor children and one adult child. Additionally, it is my understanding that the parties to the above litigation are discussing carve-outs for living expenses.

Ms. Beasley has been attempting to get the titles back to two vehicles that are solely in her name and were granted to her in the divorce. We have been in discussions with the attorneys' from Matthew Beasley's criminal case. They are currently holding the titles to a 2018 Land Rover Range Rover and a 2020 Mercedes Benz G63 AMG that were taken during the arrest of Matthew Beasley. After discussions with the AUSA in charge of the matter, they are inclined to return the titles if the attorneys representing the SEC have no objection. Given that both vehicles are subject to the TRO, we are requesting that you consent to the return of both vehicle titles.

In all candor, Ms. Beasley is hoping to sell the 2020 Mercedes and apply the proceeds to living and litigation expenses. Specifically, she needs to retain an attorney experienced in adversary bankruptcy proceedings in addition to assistance in the various other cases. Please let me know if you require any additional information to facilitate the release of the vehicle titles.

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

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Exhibit G

E-mail between AG and Tracy Combs 04-27-22 and 04-28-22

aaron@grigsbylawgroup.com

From: aaron@grigsbylawgroup.com
Sent: Thursday, April 28, 2022 2:50 PM
To: 'Combs, Tracy S'
Cc: 'Fronk, Casey'
Subject: RE: SEC v. Beasley, et al, Case No. 2:22-cv-00612-JCM

I'm writing to follow up on our conversation from this morning. Paula Beasley's post-divorce account is Bank of America ending 2510. Please let me know if you need the complete account number. I also spoke to Eric Schmale at DOJ regarding the release of the vehicle titles. I believe that he will be calling to confirm the details of our conversation.

Thank you for your time and attention to this matter.

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

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From: Combs, Tracy S <combst@SEC.GOV>
Sent: Wednesday, April 27, 2022 10:46 AM
To: aaron@grigsbylawgroup.com
Cc: Fronk, Casey <FronkC@SEC.GOV>
Subject: RE: SEC v. Beasley, et al, Case No. 2:22-cv-00612-JCM

Okay, we'll give you a call at 10 am PT. Thanks.

From: aaron@grigsbylawgroup.com <aaron@grigsbylawgroup.com>
Sent: Wednesday, April 27, 2022 10:34 AM
To: Combs, Tracy S <combst@SEC.GOV>
Cc: Fronk, Casey <FronkC@SEC.GOV>
Subject: RE: SEC v. Beasley, et al, Case No. 2:22-cv-00612-JCM

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Anytime tomorrow morning works best in my schedule.

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

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From: Combs, Tracy S <combst@SEC.GOV>
Sent: Wednesday, April 27, 2022 9:29 AM
To: aaron@grigsbylawgroup.com
Cc: Fronk, Casey <FronkC@SEC.GOV>
Subject: RE: SEC v. Beasley, et al, Case No. 2:22-cv-00612-JCM

Hi Mr. Grigsby, thanks for your email. We're happy to talk. We can be available today after 3 pm PT or tomorrow morning; please let us know your availability.

Best,
Tracy

From: aaron@grigsbylawgroup.com <aaron@grigsbylawgroup.com>
Sent: Tuesday, April 26, 2022 12:02 PM
To: Combs, Tracy S <combst@SEC.GOV>
Cc: Fronk, Casey <FronkC@SEC.GOV>
Subject: SEC v. Beasley, et al, Case No. 2:22-cv-00612-JCM

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Counsel:

I represent Paula Beasley, who is the ex-wife of Matthew Beasley one of the Defendant's in the above-referenced action. I have left a couple of messages on behalf of Ms. Beasley who has had a bank account that she opened post-divorce frozen. After calling the phone number associated with the frozen account, she learned that the hold on her account was placed by the SEC. The money in the account amounted to less than six thousand dollars and came from selling personal property and her first pay check from her new job. She would like to discuss getting the bank account unfrozen and having the funds returned to her. Ms. Beasley is the sole source of support for two minor children and one adult child. Additionally, it is my understanding that the parties to the above litigation are discussing carve-outs for living expenses.

Ms. Beasley has been attempting to get the titles back to two vehicles that are solely in her name and were granted to her in the divorce. We have been in discussions with the attorneys' from Matthew Beasley's criminal case. They are currently holding the titles to a 2018 Land Rover Range Rover and a 2020 Mercedes Benz G63 AMG that were taken during the arrest of Matthew Beasley. After discussions with the AUSA in charge of the matter, they are inclined to return the titles if the attorneys representing the SEC have no objection. Given that both vehicles are subject to the TRO, we are requesting that you consent to the return of both vehicle titles.

In all candor, Ms. Beasley is hoping to sell the 2020 Mercedes and apply the proceeds to living and litigation expenses. Specifically, she needs to retain an attorney experienced in adversary bankruptcy proceedings in addition to assistance in the various other cases. Please let me know if you require any additional information to facilitate the release of the vehicle titles.

Thank you,

Aaron D. Grigsby, Esq
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(702) 944-7856 – Facsimilie
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Exhibit G

AG airline information and 6-21-22 e-mail between AG
and Geoff Winkler

agrigsby@attorney-nv.com

From: American Airlines <no-reply@info.email.aa.com>
Sent: Tuesday, May 24, 2022 10:20 AM
To: AGRIGSBY@ATTORNEY-NV.COM
Subject: Action required - Your trip to Mexico

American Airlines



Mexico travel requirements

Record locator: **VGOSVH**

Your trip departing from Dallas/Fort Worth (DFW) to **Mexico** on May 31, 2022 is coming up.

Be sure you've checked and completed the trip requirements, which may include **specific documents** or a **negative COVID-19 test**. Some countries require you to submit personal health information directly on their website (not through American Airlines).

If these requirements are not complete, you won't be allowed to board your flight.

How to be Prepared for the Air



STEP 1



STEP 2

[View requirements](#)

American Airlines now has convenient COVID-19 testing options for your travels abroad, and for your return to the U.S.

To travel to Mexico, you'll need:

- An Immigration form for each passenger
- One Customs form per family

Please print and complete these forms before your flight to prevent delays in Customs when you arrive.

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agrigsby@attorney-nv.com

From: American Airlines <AmericanAirlines@info.ms.aa.com>
Sent: Monday, May 30, 2022 9:39 AM
To: AGRIGSBY@ATTORNEY-NV.COM
Subject: Check in for your flight

Tuesday, May 31, 2022 at 08:54 AM


[View on the web](#)

American Airline



Hello Aaron Grigsby,

AAdvantage #: 78JD2X8



Travel Alert: Security checkpoints may have longer than normal waits. Arrive at least 2 hours before your scheduled departure for flights within the U.S., and 3 hours for international flights.

Record locator: VGOSVH

LAS to DFW

Tuesday, May 31, 2022

08:54 AM

Las Vegas, NV



01:34 PM

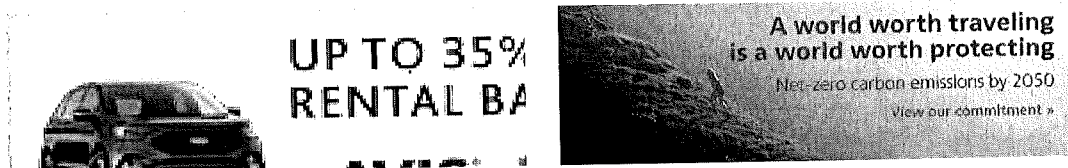
Dallas/Ft. Worth, TX

AA 2473



Important Information

- Testing requirements to enter the U.S. are changing Read more about vaccine and testing requirements.
- Due to COVID-19, new requirements are in place. Check if your destination has travel restrictions and bring a completed copy of travel documents if needed.
- There may be inflight product substitutions on American Airlines operated flights due to global supply chain issues. We apologize for any inconvenience this causes.



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agrigrsby@attorney-nv.com

From: American Airlines <no-reply@info.email.aa.com>
Sent: Tuesday, May 31, 2022 11:31 AM
To: AGRIGSBY@ATTORNEY-NV.COM
Subject: Your connecting flight to Cancun.

American Airlines



Your connecting flight to CUN

Record locator: **VGOSVH**

Your flight to CUN departs in 58 minutes.

[Check flight status](#)

DFW to CUN

Tuesday, May 31, 2022

2:29 PM → **5:07 PM**
Dallas/Fort Worth Cancun

Terminal **A** Terminal **3**
Gate **A20** Gate --

AA 1507

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agrigsby@attorney-nv.com

From: American Airlines <no-reply@info.email.aa.com>
Sent: Friday, June 17, 2022 12:17 PM
To: AGRIGSBY@ATTORNEY-NV.COM
Subject: Your flight to Dallas/Fort Worth - On Time.

American Airlines 



Record locator: **VGOSVH**

[Check flight status](#)

ON TIME

CUN to DFW

Friday, June 17, 2022

6:15 PM → **9:05 PM**
Cancun Dallas/Fort Worth

Terminal **3** Terminal **D**
Gate -- Gate **D21**

AA 681

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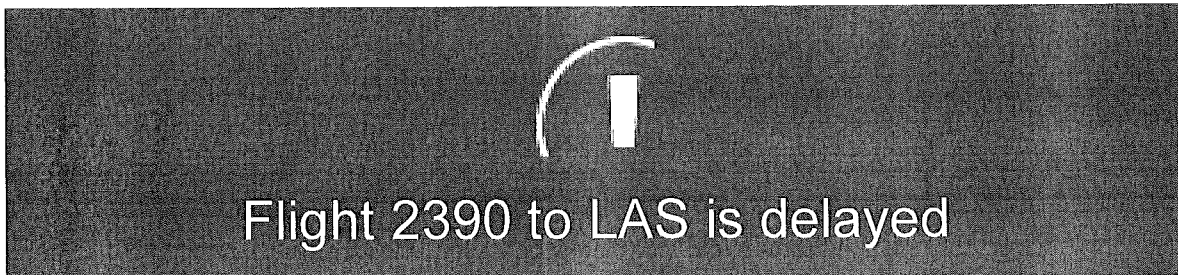
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agrigrsby@attorney-nv.com

From: American Airlines <no-reply@info.email.aa.com>
Sent: Friday, June 17, 2022 8:33 PM
To: AGRIGRSBY@ATTORNEY-NV.COM
Subject: Your flight to Las Vegas - Delayed.

American Airlines 



Record locator: **VGOSVH**

Here are your new departure and arrival times. We're sorry for the delay.

[Check flight status](#)

DELAYED

DFW to LAS

Friday, June 17, 2022

10:55 PM → **11:36 PM**
Dallas/Fort Worth Las Vegas

Terminal **D** Terminal **1**
Gate **D4** Gate **D12**

AA 2390

If this delay causes a missed connection, we'll work to rebook you on another flight and contact you with updated flight information.

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aaron@grigsbylawgroup.com

From: aaron@grigsbylawgroup.com
Sent: Tuesday, June 21, 2022 4:58 PM
To: 'Geoff Winkler'
Subject: RE: Time to discuss Tahoe assets

I'm slammed after returning from Cancun. Can we schedule a call for Friday afternoon?

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

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From: Geoff Winkler <geoff@americanfiduciaryservices.com>
Sent: Tuesday, June 21, 2022 1:58 PM
To: Aaron Grigsby <aaron@grigsbylawgroup.com>
Subject: Time to discuss Tahoe assets

Aaron-

Do you have time for a quick call today or tomorrow to discuss the Lake Tahoe home and other assets?

Sincerely,

Geoff Winkler, JD, MBA, CFE, CIRA
American Fiduciary Services LLC
715 NW Hoyt Street #4364
Portland, Oregon 97208
Office: (855) 880-0100
Cell: (503) 708-0028
geoff@americanfiduciaryservices.com
www.americanfiduciaryservices.com

Exhibit I

E-mail between AG and Geoff Winkler 6-3-22 and 6-7-22

aaron@grigsbylawgroup.com

From: Geoff Winkler <geoff@americanfiduciaryservices.com>
Sent: Tuesday, June 7, 2022 10:48 AM
To: Aaron Grigsby
Subject: RE: SEC v. Beasley

Aaron-

Thursday afternoon will be fine. I assume Mrs. Beasley knows of the receivership order and agrees to abide by it. I will get right back to you on the 1:30pm call.

Sincerely,

Geoff Winkler, JD, MBA, CFE, CIRA
American Fiduciary Services LLC
715 NW Hoyt Street #4364
Portland, Oregon 97208
Office: (855) 880-0100
Cell: (503) 708-0028
geoff@americanfiduciaryservices.com
www.americanfiduciaryservices.com

From: Aaron Grigsby <aaron@grigsbylawgroup.com>
Sent: Tuesday, June 7, 2022 4:29 AM
To: Geoff Winkler <geoff@americanfiduciaryservices.com>
Subject: RE: SEC v. Beasley

Geoff

I apologize for not getting this e-mail out yesterday. The wifi at the resort was in and out yesterday. The vehicles that are currently available for pick-up are as follows:

Jeep Renegade
Chevy Silverado
Cadillac Escalade
Gold Star RV
Chevy Tahoe

Ms. Beasley would like to schedule the retrieval of the vehicles for Thursday afternoon. Her thinking is that the kids will be out of the house for activities and she will be home to facilitate the transfer of the keys. I did explain to her that you want to accomplish this ASAP and may be unable to accommodate her request. Additionally, are available this afternoon around 1:30 PST for a brief phone call?

Thank you,

From: Geoff Winkler [<mailto:geoff@americanfiduciaryservices.com>]
Sent: Friday, June 3, 2022 4:32 PM
To: aaron@grigsbylawgroup.com
Subject: SEC v. Beasley

Aaron-

My name is Geoff Winkler and I am the court appointed receiver in the SEC action. I would like an opportunity to talk with you at your earliest convenience. I can be reached at anytime on my cell phone (503) 708-0028. Please give me a call as soon as you can.

Sincerely,

Geoff Winkler, JD, MBA, CFE, CIRA
American Fiduciary Services LLC
715 NW Hoyt Street #4364
Portland, Oregon 97208
Office: (855) 880-0100
Cell: (503) 708-0028
geoff@americanfiduciaryservices.com
www.americanfiduciaryservices.com

Exhibit J

E-mail between AG, Tracy Combs and Geoff Winkler 06-17-
22

aaron@grigsbylawgroup.com

From: Geoff Winkler <geoff@americanfiduciaryservices.com>
Sent: Friday, June 17, 2022 8:30 AM
To: Combs, Tracy S; Aaron Grigsby
Cc: Fronk, Casey
Subject: RE: Paula Beasley

Aaron & Tracy-

I have no problem releasing the Bank of America account as long as the court has authorized the release. I do need to speak with Aaron about the Mercedes that Ms. Beasley has in her possession.

Sincerely,

Geoff Winkler, JD, MBA, CFE, CIRA
American Fiduciary Services LLC
715 NW Hoyt Street #4364
Portland, Oregon 97208
Office: (855) 880-0100
Cell: (503) 708-0028
geoff@americanfiduciaryservices.com
www.americanfiduciaryservices.com

From: Combs, Tracy S <combst@SEC.GOV>
Sent: Friday, June 17, 2022 8:28 AM
To: Aaron Grigsby <aaron@grigsbylawgroup.com>
Cc: Geoff Winkler <geoff@americanfiduciaryservices.com>; Fronk, Casey <FronkC@SEC.GOV>
Subject: RE: Paula Beasley

Hi Aaron, I am copying Geoff Winkler, the receiver, with whom I understand you've been in contact. The SEC is fine with unfreezing Paula Beasley's post-divorce account (Bank of America ending 2510) in her name so she may use funds from her new job for living expenses and/or attorney's fees. I think a stipulation signed by the court should work with Bank of America. Assuming that approach is okay with you and Geoff has no objections to the unfreezing of that account, we can draft it for your review.

Best,
Tracy

From: Aaron Grigsby <aaron@grigsbylawgroup.com>
Sent: Thursday, June 9, 2022 3:50 PM
To: Combs, Tracy S <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.

Tracy:

I writing to follow up on the status of unfreezing Paula's bank account.

Exhibit K

E-mail between AG and Geoff Winkler 6-28-22 and 6-29-22

aaron@grigsbylawgroup.com

From: aaron@grigsbylawgroup.com
Sent: Wednesday, June 29, 2022 3:48 PM
To: 'Geoff Winkler'
Subject: RE: Beasley
Attachments: signed-copy-of-invoice-16038.pdf

The Aston Martin Ferrari and Mercedes have all been sold. The Bentley is in the possession of Matthew's criminal attorney Garrett Ogata. Additionally, I have attached a copy of the invoice for the well. Paula is looking for an invoice for the storage facility.

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

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: Geoff Winkler <geoff@americanfiduciaryservices.com>
Sent: Tuesday, June 28, 2022 6:02 PM
To: aaron@grigsbylawgroup.com
Subject: RE: Beasley

Aaron-

Can you tell me the status of the following vehicles:

2020 ASTON MARTIN VANTAGE
2016 FERRARI 488 GTB
2020 BENTLEY GT CONTINENTAL
2020 MERCEDES-BENZ G63 AMG

Sincerely,

Geoff Winkler, JD, MBA, CFE, CIRA
American Fiduciary Services LLC
[715 NW Hoyt Street #4364](http://715NW Hoyt Street #4364)
Portland, Oregon 97208

Office: (855) 880-0100
Cell: (503) 708-0028
geoff@americanfiduciaryservices.com
www.americanfiduciaryservices.com

From: aaron@grigsbylawgroup.com <aaron@grigsbylawgroup.com>
Sent: Tuesday, June 28, 2022 5:14 PM
To: Geoff Winkler <geoff@americanfiduciaryservices.com>
Subject: Beasley

Geoff:

Apparently I was misinformed as to the status of the boat and jet skis. They are not with a friend of Paula's. She was unable to facilitate the transfer to her friend. They are still in storage at Admiral Toy Storage 1475 Linda Way, Sparks Nevada 89431. Additionally, Paula was unable to afford the storage payment for June. She will be e-mailing me the invoice for the well sometime this evening. I apologize for giving you bad information in my last e-mail. My client is a bit overwhelmed by everything that has happened over the last few months.

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

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Exhibit L

Letter to Kara Hendricks 08-22-22



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

2880 W. Sahara Ave | Las Vegas, Nevada, 89102 |
Telephone: 702-202-5235 Facsimile: 702-944-7856



Aaron D. Grigsby, Esq.

ADG

cc: file
Paula Beasley

Exhibit M

Notice of Breach 5475 Ruffian Rd

Inst #: 20220718-0000436
Fees: \$292.00
07/18/2022 08:45:35 AM
Receipt #: 5056776
Requestor:
Nevada Trust Deed Service
Recorded By: MIDO Pgs: 6
Debbie Conway
CLARK COUNTY RECORDER
Src: ERECORD
Ofc: ERECORD

APN: 126-36-501-029

Property: 5475 Rufflan Rd
Las Vegas, NV 89149

RETURN TO/TRUSTEE CONTACT INFO:
Nevada Trust Deed Services
10161 Park Run Drive, Suite 150
Las Vegas, NV 89145
(702)733-9900

NOTICE OF BREACH AND ELECTION TO SELL UNDER DEED OF TRUST

FILE NO.: 22-06-002-FCL

NOTICE IS HEREBY GIVEN:

That Nevada Trust Deed Services, is the current Trustee under a Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing (the "Deed of Trust") dated July 29, 2019, executed by Matthew Beasley and Paula Beasley, as husband and wife as joint tenants, ("Trustor"), to secure obligations presently in favor of Home Savers Inc., ("Current Beneficiary"), recorded July 30, 2019 as Instrument No. 20190730-0003111, of Official Records in the Office of the County Recorder of CLARK County, Nevada as modified or amended, if applicable.

That a breach of the obligations for which such Deed of Trust is security has occurred in that:

The installment of principal and interest due on May 1, 2022 and all subsequent installments which have not been paid, remain due, owing and delinquent.

Together with any and all foreclosure fees and expenses, interest, late charges due, insurance, accrued late charges, advancements, and expenses, if any, to preserve the security of the beneficiary.

That by reason thereof, the undersigned, present beneficiary under such Deed of Trust, has executed and delivered to said Trustee a written Declaration of Default and Demand for Sale, and has surrendered to said Trustee such Deed of Trust and all documents evidencing the obligations secured thereby, and has declared and does hereby declare all sums secured thereby immediately due and has elected and does hereby elect to cause the trust property to be sold to satisfy the obligations secured thereby.

NOTICE

You may have the right to cure the default herein and reinstate the obligation secured by such Deed of Trust above described. Section NRS 107.080 permits certain defaults to be cured upon the payment of the amounts required by that statutory section without requiring payment of that portion of principal and interest which would not be due had no default occurred. As to owner occupied property, where reinstatement is possible, the time to reinstate may be extended to 5 days before the date of sale pursuant to NRS 107.080. Where reinstatement is possible, if the default is not cured within the reinstatement period, the right of reinstatement will terminate and the property may thereafter be sold. The Trustor may have the right to bring a court action to assert the nonexistence of a default or any other defense of Trustor to acceleration and sale.

To determine if reinstatement is possible and the amount necessary to cure the default, contact the Beneficiary, their successor in interest, or the Trustee.

DATED: 7/13/2022

Home Savers Inc.

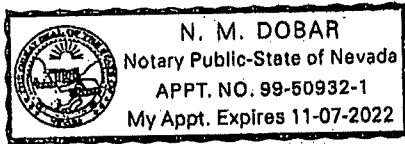
BY: Colleen A. Bailey
Colleen A. Bailey, Authorized Signer

State of Nevada

}
}ss.
}

County of Clark

This instrument was acknowledged before me on July 13, 2022 by Colleen A. Bailey as Authorized Signer of Home Savers Inc.



N.M. DoBar
NOTARY PUBLIC
My Commission Expires: 11/07/2022

**AFFIDAVIT OF AUTHORITY TO EXERCISE THE POWER OF SALE
NRS § 107.080(2)(c)**

STATE OF NEVADA)
) : SS.
COUNTY OF CLARK)

The affiant, Colleen A. Bailey as Authorized Signer of Home Savers Inc., being first duly sworn upon oath, based on my direct, personal knowledge, or personal knowledge that I acquired by a review of the business records of the beneficiary; the successor in interest of the beneficiary or the servicer of the obligation or debt secured by the deed of trust, which business records meet the standards set forth in NRS § 51.135, and under penalty of perjury attests that I am the authorized representative of the beneficiary, of the deed of trust described in the Notice of Breach and Election to Sell Under Deed of Trust to which this affidavit is attached (the "Deed of Trust").

I further attest, based on personal knowledge, and under penalty of perjury, to the following information, as required by NRS § 107.080(2)(c):

1. The full name and business address of the current trustee or the current trustee's representative or assignee is:

Nevada Trust Deed Services
10161 Park Run Drive
Suite 150
Las Vegas, NV 89145

The full name and business address of the current holder of the note secured by the Deed of Trust and the current beneficiary of record of the Deed of Trust is:

Home Savers Inc.
PO Box 880
Las Vegas, NV 89125

The full name and business address of the current servicer of the obligation or debt secured by the Deed of Trust is:

Weststar Loan Servicing
2340 Paseo Del Prado, Suite D-104
Las Vegas, NV 89102

2. The beneficiary, successor in interest of the beneficiary, or trustee of the Deed of Trust, is (i) in actual or constructive possession of the note secured by the Deed of Trust, or (ii) is entitled to enforce the obligation or debt secured by the Deed of Trust.
3. The beneficiary or its successor in interest, the servicer of the obligation or debt secured by the Deed of Trust, or the trustee, or an attorney representing any of those persons, has sent to the obligor or borrower of the obligation or debt secured by the Deed of Trust a written statement of:
 - a. The amount of payment required to make good the deficiency in performance or payment, avoid the exercise of the power of sale and reinstate the terms and conditions of the underlying obligation or debt existing before the deficiency in performance of payment, as of the date of the statement;
 - b. The amount in default;

- c. The principal amount of the obligation or debt secured by the Deed of Trust;
 - d. The amount of accrued interest and late charges;
 - e. A good faith estimate of all fees imposed in connection with the exercise of the power of sale; and
 - f. Contact information for obtaining the most current amounts due and the local or toll-free telephone number as required by NRS § 107.080(2)(c)(4).
4. A local or toll-free telephone number that the obligor or borrower of the obligation or debt may call to receive the most current amount due and a recitation of the information contained in the affidavit is (702)252-0439.
 5. The following is information regarding the instrument(s) that conveyed the interest of each beneficiary, which information may be based on any of the knowledge or information described in NRS § 107.080(2)(c)(5)(I-IV):

Title of Assignment Document: N/A
 Date:
 Recording Information:
 Name of Assignee:

DATED: 7/13/2022

Affiant:

Home Savers Inc.

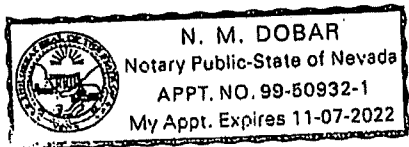
BY: Colleen A. Bailey
 Colleen A. Bailey, Authorized Signer

State of Nevada

}
 }ss.
 }

County of Clark

This instrument was acknowledged before me on July 13, 2022 by Colleen A. Bailey as Authorized Signer of Home Savers Inc.



N.M. DoBar
 NOTARY PUBLIC
 My Commission Expires: 11/07/2022

File No.: 22-06-002-FCL

Property: 5475 Ruffian Rd
Las Vegas, NV 89149

NEVADA DECLARATION

The undersigned declares the following under the laws of the State of Nevada:

1. That pursuant to Nevada Revised Statute § 107.560(5) of the Nevada Homeowner Bill of Rights ("HOBR"), the lender is exempt from liability under, and deemed to be in compliance with, Nevada Revised Statutes § 107.400 through § 107.560 inclusive of the HOBR as a signatory to the consent judgment referenced therein.
2. That despite being exempt under the HOBR, the lender has, in a spirit of compliance, nevertheless undertaken to attempt to contact the borrower in accordance with the HOBR as set out below.
3. That I have reviewed the lender's business records maintained in the ordinary course of business, and having personal knowledge of the contents of those records, hereby state that those business records reflect that the bank attempted to contact the borrower in accordance with the HOBR or determined as follows:

Home Savers Inc.

- Contacted the borrower to assess the borrower's financial situation, explore options for the borrower to avoid foreclosure, and to offer a subsequent meeting with bank representatives in accordance with NRS 107.510(2).
- Tried with due diligence to contact the borrower in order to assess their financial situation and to explore options for the borrower to avoid foreclosure in accordance with NRS 107.510(5), including by:
 - a. sending a letter via first class mail to the borrower(s) informing the borrower(s) of the right to discuss foreclosure alternatives, providing the telephone number for the United States Department of Housing and Urban Development ("HUD") and a toll-free telephone number providing access to a live representative during business hours in compliance with NRS 107.510(5)(a);
 - b. posting a prominent link on its internet website homepage to the information required by NRS 107.510(5)(e);
 - c. attempting to contact the borrower on three separate days at a different time each day as required by NRS 107.510(b);
 - d. sending a letter via certified mail, return receipt requested as required under NRS 107.510(5)(c);
- Determined that no contact was required pursuant to NRS § 107.510 because the loan was not a "residential mortgage loan" secured by a mortgage or deed of trust on owner-occupied housing (principal residence), as defined by NRS 107.450.

Determined that no contact was required pursuant to NRS § 107.510 because the mortgagor is not a "borrower" as defined by NRS 107.410. The mortgagor surrendered the secured property as evidenced by a letter confirming the surrender or delivered the keys to the property to the mortgagee, trustee, beneficiary of the deed of trust, or an authorized agent of such a person.

Provided the borrower with each of the disclosures identified in NRS 107.500(1).

Determined that providing the borrower with each of the disclosures identified in NRS 107.500(1) was not required because the loan was not a "residential mortgage loan" or the mortgagor is not a "borrower" as defined by NRS 107.450 and NRS 107.410 respectively.

Determined that providing the borrower with each of the disclosures identified in NRS 107.500(1) was not required because the beneficiary is a private lender or financial institution, that, during its immediately preceding annual reporting period, as established with its primary regulator, has foreclosed on 100 or fewer real properties located in this State which constitute owner-occupied housing, as defined by NRS 107.460.

DATED: 7/13/2022

Home Savers Inc.

BY: Colleen A. Bailey
Colleen A. Bailey, Authorized Signer



Nevada Trust Deed Services

10161 Park Run Drive, Suite 150, Las Vegas, NV 89145
Phone: (702)733-9900 Fax: (702)329-1170

July 18, 2022

MATTHEW BEASLEY
5475 RUFFIAN RD
LAS VEGAS, NV 89149

RE: FILE NO.: 22-06-002-FCL

YOU ARE HEREBY NOTIFIED that the holder of the obligation secured by the Deed(s) of Trust listed in the attached Notice of Breach and Election to Sell under Deed of Trust, has executed and delivered to the undersigned, as duly appointed or substituted Trustee under said Deed(s) of Trust, a Declaration of Default and a NOTICE OF BREACH AND ELECTION TO SELL under Deed(s) of Trust to satisfy the obligations secured thereby, said notice having been recorded on July 18, 2022.

PROPERTY IN FORECLOSURE MAY BE SOLD WITHOUT ANY COURT ACTION.

You may have the legal right to cure the breach of the obligation plus pay permitted costs and expenses. Please contact our office for the applicable date as provided by Nevada Revised Statutes Chapter 107.

For information as to the amount you must pay to cure the breach of the obligation and to arrange for payment, or if your property is in foreclosure for any other reason, contact the undersigned immediately. All payments for redemption should be deposited with NEVADA TRUST DEED SERVICES in the form of CERTIFIED FUNDS.

PLEASE TAKE NOTICE

Effective June 12, 2017 Nevada passed Senate Bill SB490, which allows the owner of a single-family residence to file for mediation. **This program applies to owner-occupied single family residence properties only.**

If you are eligible for mediation, the forms to apply to the program are enclosed. Please read the forms and follow the directions. The forms must be filed with the District Court for the State of Nevada and mailed to both the Trustee and the Program. You are advised to promptly consult with an attorney if you need assistance with these forms. If the forms are not filed within the 30-day time period, you will not be permitted to enter into the Foreclosure Mediation Assistance Program.

YOU MAY LOSE LEGAL RIGHTS IF YOU DO NOT TAKE PROMPT ACTION.

NEVADA TRUST DEED SERVICES

Michele Dobar
Foreclosure Officer

Certified Mail
Return Receipt Requested



Nevada Trust Deed Services

10161 Park Run Drive, Suite 150, Las Vegas, NV 89145
Phone: (702)733-9900 Fax: (702)329-1170

July 18, 2022

PAULA BEASLEY
5475 RUFFIAN RD
LAS VEGAS, NV 89149

RE: FILE NO.: 22-06-002-FCL

YOU ARE HEREBY NOTIFIED that the holder of the obligation secured by the Deed(s) of Trust listed in the attached Notice of Breach and Election to Sell under Deed of Trust, has executed and delivered to the undersigned, as duly appointed or substituted Trustee under said Deed(s) of Trust, a Declaration of Default and a NOTICE OF BREACH AND ELECTION TO SELL under Deed(s) of Trust to satisfy the obligations secured thereby, said notice having been recorded on July 18, 2022.

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YOU MAY LOSE LEGAL RIGHTS IF YOU DO NOT TAKE PROMPT ACTION.

NEVADA TRUST DEED SERVICES

Michele Dobar
Foreclosure Officer

Certified Mail
Return Receipt Requested

Exhibit N

Receipt for Funds 08-12-22

Receipt For Funds

Settlement Agent Name: Nevada Trust Deed Services
 Ledger ID: 22-06-002-FCL
 Settlement Date:
 Buyer/Borrower: Matthew Beasley and Paula Beasley
 Seller: Home Savers Inc.
 Ledger Comment:
 Property Address: 5475 Ruffian Rd, Las Vegas, NV 89149

Trust Account Code: TEST TAC
 Trust Account Bank Name: BANK'S NAME

Transaction Date: 08/12/22
 Trust Accounting Date: 08/12/22
 Reference Number:
 Deposit Number:

Received From: Grigsby Law Group FBO Beasley Amount: \$50,478.72
 Funds Applied Towards: Apply to Closing \$50,478.72
 Type of Funds Received: Cashier Check
 From Check Number: 9518845031
 Account Number:
 Bank Drawn On:
 ABA Routing Number:
 Memo: Cash from Seller

Received the above funds:

8/12/2022
 Date


 Nevada Trust Deed Services

Exhibit O .

Declaration of Aaron Grigsby

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DECLARATION OF AARON D. GRIGSBY

I Aaron D. Grigsby, declare under penalty of perjury that the foregoing is true and correct:

1. That Declarant is counsel for Paula Beasley a non-party in Case No. 2:22-CV-00612-CDS-EJY United States District Court District of Nevada and am supplying this Declaration in support of Paula Response to 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;
2. That declarant and Paula Beasley are not waiving any arguments regarding personal jurisdiction of this Court as Paula Beasley is not a named party and has never been served with any documents;
3. That Declarant is competent to testify to the matters herein, is an attorney licensed in the state of Nevada, is in good standing with the State Bar of Nevada and all exhibits supplied with the Response are true and accurate copies;
4. That Declarant hereby states that all references to Undersigned Counsel or Undesigned in the Response and the facts asserted therein are true and accurate;
5. That the divorce action awarded the 2020 Mercedes G63 AMG to Paula Beasley as her sole and separate property and the divorce action was never challenged;

1 6. That after the March 28, 2022, Stipulation and Order
2 Paula Beasley and Andre Nelms entered into an agreement
3 for the purchase of the 2020 Mercedes G63 AMG. On April
4 2, 2022, Andre Nelms placed a \$100,000.00 deposit on the
5 vehicle and took possess on said vehicle on the same
6 date¹;

7 7. Declarant had several discussions with the various AUSA
8 assigned to the criminal matter in an attempt to secure
9 the title. After it was indicated that the AUSA in
10 Matthew Beasley's criminal matter would be amenable to
11 turning over the titles if the SEC attorney agreed,
12 Declarant reached out to Tracy Combs by e-mail on April
13 26, 2022. After Declarant's discussion with Tracy Combs
14 Declarant reached out to the AUSA again and directed that
15 he speak to Ms. Combs to confirm the SEC had no objection
16 to the return of the titles to the vehicles awarded to
17 Paula Beasley in the divorce;

18 8. That on June 9, 2022, Declarant was in Cancun Mexico and
19 did not meet with the Receiver on that date. That
20 Declarant was not present for the vehicle turnover on
21 June 9, 2022. That Declarant did not meet Geoff Winkler
22 in person until August 2022. That Declarant never
23 promised to turn the 2020 Mercedes G63 AMG over to the
24 Receiver and never told him that said vehicle was in the
25 shop for repairs. That on June 9, 2022, the Mercedes G63
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¹The deposit was immediately given to Paula Beasley

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was in the possession of Andre Nelms and had been in his possession since April 2, 2022;

9. That any statements by the Declarant purported to have occurred on June 9, 2022, are false as Declarant did not speak to Geoff Winkler on the date in question;

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 8th day of November, 2022

/s/ Aaron Grigsby
Aaron Grigsby