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5 Attorney In Pro Se
6

7 **UNITED STATES DISTRICT COURT**
8 **FOR THE DISTRICT OF NEVADA**

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10 SECURITIES AND EXCHANGE COMMISSION,
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12 Plaintiff,

13 v.

14 MATTHEW WADE BEASLEY et. al.

15 Defendants,

16 THE JUDD IRREVOCABLE TRUST et. al,

17 Relief Defendants.
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Case No. 2:22-cv-0612-CDS-EJY

DECLARATION OF KAMILLE DEAN

TIME: TBD

DATE: TBD

PLACE: Courtroom 6B

DECLARATION OF KAMILLE DEAN

I, Kamille Dean, declare and say:

1. I am an attorney at law admitted to practice before all the Courts of the States of Arizona, Colorado, Minnesota, and Utah.

2. On November 18, 2022, I sent to the Receiver all of the funds in her Trust Account in the amount of \$201,060.00. (See Exhibit “F” Bank Wire Instruction). The Magistrate’s Order which states I have \$210,060 in my account is wrong. I did not have that amount in my Trust Account.

3. I now have no money in my possession which the Receiver could claim and no money in my firm’s Trust Account which would be subject to the Magistrate’s ruling. I have purged any claim of Contempt or Turn Over Order and this matter is moot.

4. I testified in my original declaration dated August 15, 2022, that my Clients had made conflicting demands on me not to distribute funds from my Attorney Trust Account. (Dean 8-15-22 Dec. Motion to Quash Dkt. 257, p. 19, lines 1-3). However, the Magistrate entered an Order claiming that I had not testified there were conflicting claims against me and the money. (Magistrate 11-17-22 Order, p. 18, lines 13-20). The Magistrate’s statement is wrong.

5. The Magistrate stated:

“Ms. Dean has not met her burden. Although Ms. Dean provided certain documents indicating there was an agreement reached between herself and six members of the Judd family regarding legal services, there is no evidence—other than statements made in Ms. Dean’s filing—that members of the Judd family are disputing the ownership of these funds. Ms. Dean’s arguments in her pleadings are not evidence. *See United States v. Zermeno*, 66 F.3d 1058, 1062 (9th Cir. 1995). In the absence of a dispute over ownership, as opposed to attorney argument that there is a dispute over the ownership of funds in an attorney trust fund account, the Arizona ethical rules cited by Ms. Dean are not applicable.” (Magistrate 11-17-22 Order, p. 18, lines 13-20).

6. However, the Magistrate ignored the unambiguous testimony in my August 15, 2022, Declaration that my Clients have demanded that I not comply with the Receiver’s threats of Contempt of Court, that Arizona law prohibits me from distributing funds from my Trust Account in the face of conflicting demands from my Clients, and that I not part with the funds in my Trust Account. I testified:

“The Receiver’s failure to file in Arizona has created irremediable prejudice against me and my Clients **who have demanded I not comply with the Receiver’s threats of Contempt of Court** while I have incurred additional fees of many thousands of dollars based on my Client’s demands I provide work, labor, and services pursuant to the retainer they have provided to me. Arizona law regarding my Trust Account mandates that I cannot distribute funds where there are conflicting demands and ownership Claims as in this case from me, my Clients, and the Receiver. It is intolerable and the Receiver’s baseless actions have created extreme emotional distress where I have been put in a legal vice of being repeatedly threatened since June 9, 2022, with Contempt of Court

1 where Arizona rules preclude me from distributing contested funds from my Trust Account. I am
2 required by Arizona law governing attorneys to file an Interpleader Action in Arizona where the
3 funds are located, and I have requested the Court to grant me permissions to file an Interpleader
4 naming the Receiver.” (Dean 8-15-22 Dec. Motion to Quash Dkt. 257, p. 19, lines 1-3) (emphasis
5 added).

6 7. The Magistrate’s Order was an abuse beyond comprehension. The failure to have recognized my
7 testimony is not excusable and was clearly erroneous.

8 8. As a matter of principal Contempt of Court is a serious matter. Such an order would irreparably
9 injure me both professionally and personally. Given the fact that I had conflicting demands on me and was
10 required by Arizona law to honor my Clients and Contract Attorneys’ demands, a contempt Order against
11 me would punish me for abiding by Arizona law.

12 9. On November 7, 2022, I received a Letter from Attorney Maureen Jaroscak where she demands I
13 not distribute funds from my Trust Account and explains the effect of the Attorney's Lien for herself and
14 Attorney Phil Escolar. (Exhibit “G”). I had numerous discussions with Ms. Jaroscak and Mr. Escolar over
15 many months since they and I signed their March 28, 2022, Attorney Retainer Agreements about the
16 Attorney’s Lien contained in the Agreements, and they demanded that I not distribute money from my Trust
17 Account in violation of their Attorneys’ Liens.

18 10. The Magistrate's ruling was clearly erroneous in the face of the conflicting demands I faced.
19 The Magistrate has forced me to choose between my obligations under Arizona law and my contractual
20 obligations with the Contract Attorneys not to distribute funds from my Trust Account in the face of
21 conflicting demands. Because of the terrible power and threat of a Contempt of Court citation, on
22 November 27, 2022, I sent all of the disputed money in my Trust Account to the Receiver. I did not do this
23 voluntarily.

24 11. I request the Court to find that the OSC re Contempt of Court and Turn Over Order are now
25 moot. I have nothing left in my Trust Account to turn over to the Receiver. I request there be no award of
26 attorney’s fees because there can be no final judgment of contempt in a moot case. My actions were
27 mandated by the laws of the State of Arizona, the contract with my five (5) other Clients, and the contracts
28 with Mr. Escolar and Ms. Jaroscak which provided for an Attorney’s Lien to them on the funds in my
29 account. When faced with the conflicting mandates of law and contacts, I did not act in violation of any
30 Court Order and an award of Attorney’s fees would be improper.

31 12. Attached to this Declaration are true and correct copies of documents which were filed in the
32 District Court in Support of my Replies filed on September 8, 2022, as Dockets 295-1, 295-2, and 296-1,
33 which are also referred to in this Declaration and in the Brief in Support of Appeal and Objection to
34 Magistrate’s November 17, 2022, Order:

<u>Exhibit</u>	<u>Date</u>	<u>Description</u>
A	07-28-22	Order Amending Receivership Order in SEC v. Beasley
B	08-05-22	SEC v. Beasley Complaint Recorded in Arizona & Order Appointing Receiver Filed in Arizona & Notice of Appointment filed in Arizona (Same as Dkt. 295-2)
C	09-07-22	Docket in SEC v. Beasley in Arizona
D	10-29-15	Order in Receivership of Bonnie Wilson (Same as 295-1)
E	19-29-15	Order in Receivership Bonni Wilson (Same as 295-1)
F	11-27-22	Wire Transfer Instructions to Receiver
G	11-07-22	Letter from Maureen Jaroscak re: Escolar and Jaroscak Attorneys' Liens

I declare under penalty of perjury under the law of the State of Arizona, the foregoing is true and correct. Executed this 1st day of December, at Phoenix Arizona.



Kamille Dean

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Exhibit “A”

1 TRACY S. COMBS (California Bar No. 298664)
2 Email: combst@sec.gov
3 CASEY R. FRONK (Illinois Bar No. 6296535)
4 Email: fronkc@sec.gov
5 SECURITIES AND EXCHANGE COMMISSION
6 351 South West Temple, Suite 6.100
7 Salt Lake City, Utah 84101
8 Tel: (801) 524-5796
9 Fax: (801) 524-3558

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

SECURITIES AND EXCHANGE
COMMISSION,

Plaintiff,

v.

MATTHEW WADE BEASLEY; BEASLEY
LAW GROUP PC; JEFFREY J. JUDD;
CHRISTOPHER R. HUMPHRIES; J&J
CONSULTING SERVICES, INC., an Alaska
Corporation; J&J CONSULTING SERVICES,
INC., a Nevada Corporation; J AND J
PURCHASING LLC; SHANE M. JAGER;
JASON M. JONGEWARD; DENNY
SEYBERT; ROLAND TANNER; LARRY
JEFFERY; JASON A. JENNE; SETH
JOHNSON; CHRISTOPHER M. MADSEN;
RICHARD R. MADSEN; MARK A.
MURPHY; CAMERON ROHNER; AND
WARREN ROSEGREEN;

Defendants; and

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

Relief Defendants.

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

**ORDER AMENDING
RECEIVERSHIP ORDER
(DKT. NO. 88)**

1 **WHEREAS** this matter has come before this Court upon motion of the Plaintiff U.S.
2 Securities and Exchange Commission (“SEC”, “Commission” or “Plaintiff”) to amend the
3 receivership order previously entered by the Court (Dkt. No. 88), and for related relief;

4 **WHEREAS** the Court has found based on the evidence presented and record in this case
5 that the Commission has made a proper *prima facie* showing that Defendants Larry Jeffery,
6 Jason Jenne, Seth Johnson, Christopher Madsen, Richard Madsen, Mark Murphy, Cameron
7 Rohner, and Warren Rosegreen directly and indirectly engaged in violations of the federal
8 securities laws as alleged in the Amended Complaint, and thus, the equity jurisdiction of this
9 Court has been properly invoked and the Court possesses the power and authority to fashion
10 appropriate remedies and relief;

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

17 **WHEREAS** this Court has subject matter jurisdiction over this action and personal
18 jurisdiction over the New Defendants, and venue properly lies in this district;

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NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED

THAT:


1. This Court hereby takes exclusive jurisdiction and possession of the personal assets, of whatever kind and wherever situated, of the following defendants: Larry Jeffery, Jason Jenne, Seth Johnson, Christopher Madsen, Richard Madsen, Mark Murphy, Cameron Rohner, and Warren Rosegreen (the “New Defendants”).

2. Until further Order of this Court, **GEOFF WINKLER** of **AMERICAN FIDUCIARY SERVICES LLC** (the “Receiver”) is hereby appointed to serve without bond as receiver for the assets of the New Defendants.

3. The Court’s June 3, 2022 Order Appointing Receiver (Dkt. No. 88) (herein, June 3, 2022 Receivership Order) is amended, such that the personal assets of the New Defendants are hereby included as “Receivership Property” and “Receivership Estate” as defined and ordered in the June 3, 2022 Receivership Order; and the New Defendants are hereby included as the “Individual Receivership Defendants” and “Receivership Defendants” as defined and ordered in the June 3, 2022 Receivership Order. The New Defendants shall have the same obligations and duties as the Individual Receivership Defendants in the June 3, 2022 Order, except that the deadlines in Section II, paragraphs 9, 10, and 11 of the June 3, 2022 Order shall begin to run for the New Defendants upon the date of entry of this Order.

IT IS SO ORDERED.

Date: July 28, 2022



CRISTINA D. SILVA
UNITED STATES DISTRICT JUDGE

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

Exhibit “B”

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

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

10 UNITED STATES DISTRICT COURT
 11 DISTRICT OF NEVADA

12 SECURITIES AND EXCHANGE
 13 COMMISSION,

14 Plaintiff,

15 v.

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

25 Defendants,

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

Relief Defendants.

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

COMPLAINT

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

2 **SUMMARY**

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

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

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

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

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

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

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

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

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

1 JURISDICTION AND VENUE

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

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

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

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

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

22 DEFENDANTS

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

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

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

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

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

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

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

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

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

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

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

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

RELIEF DEFENDANTS

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

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

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

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

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

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

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

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

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

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

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

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

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

14 FACTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

27

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

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

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

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

27

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

16 **FIRST CLAIM FOR RELIEF**

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

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

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

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

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

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

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

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

14 **SECOND CLAIM FOR RELIEF**

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

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

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

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

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

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

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

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

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

13 **THIRD CLAIM FOR RELIEF**

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

15 **10b-5 [17 C.F.R. § 240.10b-5]**

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

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

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

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

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

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

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

10 **FOURTH CLAIM FOR RELIEF**

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

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

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

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

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

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

1 **FIFTH CLAIM FOR RELIEF**

2 **Equitable Disgorgement**

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

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

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

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

12 **PRAYER FOR RELIEF**

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

15 **I.**

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

18 **II.**

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

24 **III.**

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

1 **IV.**

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

7 **V.**

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

12 **VI.**

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

16 **VII.**

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

19 **VIII.**

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

24 **IV.**

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

1 Dated: April 12, 2022.

2 Respectfully submitted,

3 **SECURITIES AND EXCHANGE COMMISSION**

4
5 /s/ Tracy S. Combs

6 Tracy S. Combs

7 Casey R. Fronk

8 Attorneys for Plaintiff

9 Securities and Exchange Commission

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CIVIL COVER SHEET

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

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

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)
III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)
U.S. Government Plaintiff: [X] 1
Federal Question: [] 3
U.S. Government Defendant: [] 2
Diversity: [] 4
Citizenship of Plaintiff/Defendant: Citizen of This State, Citizen of Another State, Citizen or Subject of a Foreign Country

IV. NATURE OF SUIT (Place an "X" in One Box Only)
Click here for: Nature of Suit Code Descriptions.
CONTRACT: 110 Insurance, 120 Marine, 130 Miller Act, 140 Negotiable Instrument, 150 Recovery of Overpayment & Enforcement of Judgment, 151 Medicare Act, 152 Recovery of Defaulted Student Loans, 153 Recovery of Overpayment of Veteran's Benefits, 160 Stockholders' Suits, 190 Other Contract, 195 Contract Product Liability, 196 Franchise
REAL PROPERTY: 210 Land Condemnation, 220 Foreclosure, 230 Rent Lease & Ejectment, 240 Torts to Land, 245 Tort Product Liability, 290 All Other Real Property
TORTS: PERSONAL INJURY: 310 Airplane, 315 Airplane Product Liability, 320 Assault, Libel & Slander, 330 Federal Employers' Liability, 340 Marine, 345 Marine Product Liability, 350 Motor Vehicle, 355 Motor Vehicle Product Liability, 360 Other Personal Injury, 362 Personal Injury - Medical Malpractice
PERSONAL INJURY: 365 Personal Injury - Product Liability, 367 Health Care/Pharmaceutical Personal Injury Product Liability, 368 Asbestos Personal Injury Product Liability
LABOR: 710 Fair Labor Standards Act, 720 Labor/Management Relations, 740 Railway Labor Act, 751 Family and Medical Leave Act, 790 Other Labor Litigation, 791 Employee Retirement Income Security Act
IMMIGRATION: 462 Naturalization Application, 465 Other Immigration Actions
FORFEITURE/PENALTY: 625 Drug Related Seizure of Property 21 USC 881, 690 Other
BANKRUPTCY: 422 Appeal 28 USC 158, 423 Withdrawal 28 USC 157
PROPERTY RIGHTS: 820 Copyrights, 830 Patent, 835 Patent - Abbreviated New Drug Application, 840 Trademark, 880 Defend Trade Secrets Act of 2016
SOCIAL SECURITY: 861 HIA (1395ff), 862 Black Lung (923), 863 DIWC/DIWW (405(g)), 864 SSID Title XVI, 865 RSI (405(g))
FEDERAL TAX SUITS: 870 Taxes (U.S. Plaintiff or Defendant), 871 IRS—Third Party 26 USC 7609
OTHER STATUTES: 375 False Claims Act, 376 Qui Tam (31 USC 3729(a)), 400 State Reapportionment, 410 Antitrust, 430 Banks and Banking, 450 Commerce, 460 Deportation, 470 Racketeer Influenced and Corrupt Organizations, 480 Consumer Credit (15 USC 1681 or 1692), 485 Telephone Consumer Protection Act, 490 Cable/Sat TV, 850 Securities/Commodities/Exchange, 890 Other Statutory Actions, 891 Agricultural Acts, 893 Environmental Matters, 895 Freedom of Information Act, 896 Arbitration, 899 Administrative Procedure Act/Review or Appeal of Agency Decision, 950 Constitutionality of State Statutes

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

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

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

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

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

FOR OFFICE USE ONLY
RECEIPT # AMOUNT APPLYING IFP JUDGE MAG. JUDGE

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

Authority For Civil Cover Sheet

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

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

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

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

ATTORNEYS FOR DEFENDANTS AND RELIEF DEFENDANTS:

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Law Office of Kamille Dean P.L.C
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Counsel for Defendant Jeffrey J. Judd and Relief Defendant The Judd Irrevocable Trust

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949-837-8600

Counsel for Defendant Roland Tanner

DEFENDANTS:

Matthew Wade Beasley;

Beasley Law Group PC;

Jeffrey J. Judd;

Christopher R. Humphries;

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

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

J and J Purchasing LLC;

Shane M. Jager;

Jason M. Jongeward;

Denny Seybert;

Roland Tanner

RELIEF DEFENDANTS:

The Judd Irrevocable Trust;

PAJ Consulting Inc;

BJ Holdings LLC;

Stirling Consulting, L.L.C.;

CJ Investments, LLC;

JL2 Investments, LLC;

Rocking Horse Properties, LLC;

Triple Threat Basketball, LLC;

ACAC LLC;

Anthony Michael Alberto, Jr.;

Monty Crew LLC

Securities and Exchange Commission v. Beasley, et al.

Case No. _____

Complaint

Index of Exhibits

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

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

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

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

7 **MC22-00034-PHX**

8 SECURITIES AND EXCHANGE
 9 COMMISSION,

Case No.: 2:22-cv-00612

10 Plaintiff,

Judge: James C. Mahan

11 vs.

Magistrate Judge: Elayna J. Youchah

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

16 **ORDER APPOINTING
 RECEIVER**

17 Defendants;

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

23 Relief Defendants.

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

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

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

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

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

25 //

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NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED

THAT:

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

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

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

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

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

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

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

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

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

1 **II. ACCESS TO INFORMATION**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

23 19. The Receiver is authorized to take immediate control of all real property of the
24 Receivership Defendants, wherever located, including but not limited to all ownership and
25 leasehold interests and fixtures. Upon receiving actual notice of this Order by personal service,
26 facsimile transmission or otherwise, all persons other than law enforcement officials acting
27 within the course and scope of their official duties, are (without the express written permission of
28

1 the Receiver) prohibited from: (a) entering such premises; (b) removing anything from such
2 premises; or, (c) destroying, concealing or erasing anything on such premises.

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

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

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

17 **V. NOTICE TO THIRD PARTIES**

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

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

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

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

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

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

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

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VI. INJUNCTION AGAINST INTERFERENCE WITH RECEIVER

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

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

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

1 31. The Receiver shall promptly notify the Court and Commission counsel of any
2 failure or apparent failure of any person or entity to comply in any way with the terms of this
3 Order.

4 **VII. STAY OF LITIGATION**

5 32. As set forth in detail below, the following proceedings, excluding the instant
6 proceeding and all police or regulatory actions and actions of the Commission related to the
7 above-captioned enforcement action, are stayed until further Order of this Court: All civil legal
8 proceedings of any nature, including, but not limited to, bankruptcy proceedings (except as
9 provided in Paragraphs 47—48), arbitration proceedings, foreclosure actions, default
10 proceedings, or other actions of any nature involving: (a) the Receiver, in his capacity as
11 Receiver; (b) any Receivership Property, wherever located; (c) any of the Receivership
12 Defendants, including subsidiaries and partnerships; or, (d) any of the Receivership Defendants’
13 past or present officers, directors, managers, agents, or general or limited partners sued for, or in
14 connection with, any action taken by them while acting in such capacity of any nature, whether
15 as plaintiff, defendant, third-party plaintiff, third-party defendant, or otherwise (such proceedings
16 are hereinafter referred to as “Ancillary Proceedings”).

17 33. The parties to any and all Ancillary Proceedings are enjoined from commencing
18 or continuing any such legal proceeding, or from taking any action, in connection with any such
19 proceeding, including, but not limited to, the issuance or employment of process.

20 34. All Ancillary Proceedings are stayed in their entirety, and all Courts having any
21 jurisdiction thereof are enjoined from taking or permitting any action until further Order of this
22 Court. Further, as to a cause of action accrued or accruing in favor of one or more of the
23 Receivership Defendants against a third person or party, any applicable statute of limitation is
24 tolled during the period in which this injunction against commencement of legal proceedings is
25 in effect as to that cause of action.

26 //

27 //

28 //

1 **VIII. MANAGING ASSETS**

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

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

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

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

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

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

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

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

13 **IX. INVESTIGATE AND PROSECUTE CLAIMS**

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

20 43. Subject to his obligation to expend receivership funds in a reasonable and cost-
21 effective manner, the Receiver is authorized, empowered and directed to investigate the manner
22 in which the financial and business affairs of the Receivership Defendants were conducted and
23 (after obtaining leave of this Court) to institute such actions and legal proceedings, for the benefit
24 and on behalf of the Receivership Estate, as the Receiver deems necessary and appropriate; the
25 Receiver may seek, among other legal and equitable relief, the imposition of constructive trusts,
26 disgorgement of profits, asset turnover, avoidance of fraudulent transfers, rescission and
27 restitution, collection of debts, and such other relief from this Court as may be necessary to
28

1 enforce this Order. Where appropriate, the Receiver should provide prior notice to Counsel for
2 the Commission before commencing investigations and/or actions.

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

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

8 **X. BANKRUPTCY MATTERS**

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

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

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

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

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

5 **XI. LIABILITY OF RECEIVER**

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

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

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

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

22 **XII. RECOMMENDATIONS AND REPORTS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3 65. Each Quarterly Fee Application shall:

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

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

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

15
16 **IT IS SO ORDERED.**

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18 Date: June 3, 2022

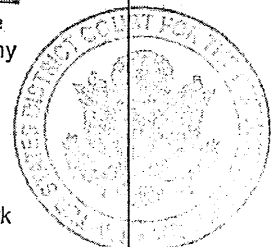
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20 James C. Mahan
21 JAMES C. MAHAN
22 UNITED STATES DISTRICT JUDGE

23
24
25 Presented by:
26 Tracy S. Combs
27 Casey R. Fronk
28 Attorneys for Plaintiff
Securities and Exchange Commission

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

CLERK, U.S. DISTRICT COURT
DISTRICT OF NEVADA

By [Signature] Deputy Clerk



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JOSHUA A. DEL CASTILLO (BAR NO. 239015)
MATTHEW D. PHAM (BAR NO. 287704)
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jdelcastillo@allenmatkins.com
mpham@allenmatkins.com

Attorneys for Court-Appointed Receiver
GEOFF WINKLER

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

UNITED STATES DISTRICT COURT
DISTRICT OF ARIZONA

SECURITIES AND EXCHANGE
COMMISSION,

Plaintiff,

vs.

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

Defendants.

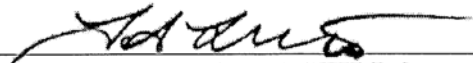
Case No. **MC22-00034-PHX**
**NOTICE OF APPOINTMENT OF
RECEIVER (28 U.S.C. § 754)**

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

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

7
8 Dated: August 4, 2022

ALLEN MATKINS LECK GAMBLE
MALLORY & NATSIS LLP

9 By: 
10 JOSHUA A. DEL CASTILLO
11 Attorneys for Court-Appointed
12 Receiver GEOFF WINKLER

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Exhibit “C”

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**U.S. District Court
DISTRICT OF ARIZONA (Phoenix Division)
CIVIL DOCKET FOR CASE #: 2:22-mc-00034**

Securities and Exchange Commission v. Beasley, et al.
Assigned to:
Case in other court: USDC District of Nevada 2:22-cv-612-JCM-
EYJ
Cause: Civil Miscellaneous Case

Date Filed: 08/05/2022
Nature of Suit: 890 Other Statutes: Other
Statutory Actions
Jurisdiction: U.S. Government Plaintiff

Plaintiff

Securities and Exchange Commission

represented by **Casey R Fronk**
Securities & Exchange Commission - Salt
Lake City, UT
351 S West Temple, Ste. 6.100
Salt Lake City, UT 84101
801-524-5796
Fax: 801-524-3558
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

Tracy S Combs
Securities & Exchange Commission - Salt
Lake City, UT
351 S West Temple, Ste. 6.100
Salt Lake City, UT 84101
801-524-5796
Fax: 801-524-3558
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

V.

Defendant

Matthew Wade Beasley

represented by **Garrett Ogata**
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Las Vegas, NV 89102
702-366-0891
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

Defendant

Beasley Law Group PC

Defendant

Jeffrey J Judd

represented by **Kamille Rae Dean**
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Email: kamille@kamilledean.com
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

Defendant

Christopher R Humphries

represented by **Peter S Christiansen**
Christiansen Trial Lawyers
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ATTORNEY TO BE NOTICED

Defendant

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represented by **Kevin Anderson**
Fabian Van Cott
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Salt Lake City, UT 84111
702-333-8861
Fax: 801-323-2225
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

Defendant

J&J Consulting Services Inc
a Nevada corporation

represented by **Kevin Anderson**
(See above for address)
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

Defendant

J and J Purchasing LLC

represented by **Kevin Anderson**
(See above for address)
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

Defendant

Shane M Jager

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Defendant

Jason M Jongeward

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Defendant

Denny Seybert

represented by **Lance A Maningo**
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Defendant

Roland Tanner

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Mission Viejo, CA 92692
949-837-8600
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

Defendant

Judd Irrevocable Trust

represented by **Kamille Rae Dean**
(See above for address)
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

Defendant

PAJ Consulting Inc

Defendant

BJ Holdings LLC

Defendant

Stirling Consulting LLC

Defendant

CJ Investments LLC

Defendant

JL2 Investments LLC

Defendant

Rocking Horse Properties LLC

Defendant

Triple Threat Basketball LLC

Defendant

ACAC LLC

Defendant

Anthony Michael Alberto, Jr.

Defendant

Monty Crew LLC

V.

Receiver

Geoff Winkler

represented by **David Robert Zaro**
 Allen Matkins Leck Gamble Mallory &
 Natsis LLP - Los Angeles
 865 S Figueroa St., Ste. 2800
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 213-622-5555
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Joshua Del Castillo
 Allen Matkins Leck Gamble & Mallory
 LLP - Los Angeles, CA
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 213-6225555
 Fax: 213-620-8816
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

Date Filed	#	Docket Text
08/05/2022	<u>1</u>	Miscellaneous Case Opening Regarding: 28 U.S.C. 754 Receivership filed by David Zaro, Joshua A Del Castillo, and Matthew D. Pham on behalf of receiver Geoff Winkler, from the United States District Court, District of Nevada, case number 2:22-cv-00612-JCM-EYJ. Case Opening Fee Received: \$ 49.00 receipt number 200000776 filed by Geoff Winkler. (Attachments: # <u>1</u> part 2, # <u>2</u> part 3, # <u>3</u> envelope, # <u>4</u> letter)(BAS) (Entered: 08/08/2022)
08/05/2022	<u>2</u>	ORDER re Miscellaneous Case Opening regarding COMPLAINT FOR RECEIVERSHIP, pursuant to 28 U.S.C. 754 filed by David Zaro, Joshua A Del Castillo, and Matthew D. Pham on behalf of receiver Geoff Winkler, from the United States District Court, District of Nevada, case number 2:22-cv-00612-JCM-EYJ, signed by Judge James C. Mahan, United States District Judge, signed on 6/2/2022. (BAS) (Entered: 08/08/2022)
08/05/2022	<u>3</u>	Notice of Appointment of Receiver by Geoff Winkler re: <u>2</u> Order Appointing Receiver. (BAS) (Entered: 08/08/2022)

PACER Service Center			
Transaction Receipt			
09/06/2022 21:43:30			
PACER Login:	ka1086	Client Code:	
Description:	Docket Report	Search Criteria:	2:22-mc-00034
Billable Pages:	3	Cost:	0.30

Exhibit “D”

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF SOUTH CAROLINA
ANDERSON/GREENWOOD DIVISION**

IN RE: RECEIVER FOR) Civil Action No. 8:12-cv-02078-JMC
RONNIE GENE WILSON AND)
ATLANTIC BULLION & COIN, INC.) **ORDER**
_____)

This matter is before the court on the Receiver’s Motion to Amend the Order of Appointment filed October 20, 2015. (ECF No. 160.) In the Motion, the Receiver asks the court to amend the January 13, 2015 Order of Appointment (ECF No. 118) to remove “Gordon L. Hall and Benton T. Hall (the “Halls”), limited solely to the Halls’ financial connection to Howell, Wilson and AB&C and the corresponding criminal convictions, and their subsidiaries, successors and assigns” as Receivership Entities. After consideration, the court **GRANTS** the Receiver’s Motion to remove the Halls from the January 13, 2015 Order. This Order replaces and supersedes the Order of January 13, 2015.

At the beginning of this case, the United States requested with the consent of Defendants, and the court granted, pursuant to Title 18, United States Code, Section 1956(b)(4)(A), a motion for an appointment of a Federal Receiver regarding Ronnie Gene Wilson (“Wilson”) and Atlantic Bullion & Coin, Inc. (“AB&C”) (collectively, “Defendants”) (Criminal Action No. 8:12-cr-0320-JMC). It now appears to the court that there are entities and individuals controlled by and/or alter egos of the Defendants to include Republic Bullion & Coin, Inc.; Henry & Crowder Family Ltd. Partnership; Henry & Crowder, LLC; Bailey & Rice Family Ltd. Partnership; Live Oak Farms; Smallwood Family Trust; Professional Planning of Easley, LLC; Wallace Lindsey Howell (“Howell”) and all businesses and/or trusts owned or controlled by Howell including, but not limited to, Julie A. Asset Management Trust, the Kingdom Estate

Trust, Wallace Lindsey Howell Trust, Bill Porter Construx Home, WMA World Marketing, Upstate OSR, Protective Solutions, and RHYS & Company, LLC; Tracy Neily (“Neily”) and all businesses and/or trusts owned or controlled by Neily including, but not limited to, the Atwell Family Trust. Collectively, these individuals and Defendants shall be referred to as the “AB&C Receivership Entities”.

Whereas, the Government and Defendants ask that the Receiver be vested with full and exclusive power, duty and authority to administer and manage the business affairs, funds, assets, choses in action and any other property of the AB&C Receivership Entities, marshal and safeguard all of the assets of the AB&C Receivership Entities, and take whatever actions are necessary for the protection of the United States and investors.

Whereas, the court has appointed Beattie B. Ashmore, Esquire, Greenville, South Carolina who the court finds is eminently qualified to be appointed as Receiver of all of the assets, properties, books and records, and other items of the AB&C Receivership Entities.

Now, Therefore, **IT IS ORDERED, ADJUDGED AND DECREED** that the appointed Receiver for the AB&C Receivership Entities is hereby authorized, empowered, and directed to:

1. Take immediate possession of all property, assets and estates owned, controlled, used, accessed or authorized by or for the benefit of the AB&C Receivership Entities, (including assets and property directly traceable to the AB&C Receivership Entities that may be in the possession of Wilson, Howell and/or Neily’s family members and acquaintances) that have and continue to receive, withdraw, hold, and /or disburse money on behalf of the AB&C Receivership Entities or in the possession of the AB&C Receivership Entities of every kind whatsoever and wheresoever located, including, but not limited to, rights of action, books, papers, data processing records, evidences of debt, bank accounts, savings accounts, certificates of deposit, stocks, bonds, debentures and other securities, mortgages, furniture, fixtures, office supplies and equipment,

and all real property of the AB&C Receivership Entities, wherever situated, and to administer such assets as is required in order to comply with the directions contained in this Order, and to hold all other assets pending further order of this court.

Access to Seized Documents and Property

In the event that any of the foregoing documents or property have been seized by the United States Secret Service (“USSS”), such authorities are directed to grant the Receiver and his agents full and unfettered access to review and copy such documents and property to permit the Receiver to discharge his duties, subject to the USSS’s ability to review, store, and assure said documents are safeguarded for use in future legal proceedings. In addition, the USSS is directed to turn over any and all assets seized from the AB&C Receivership Entities directly to the Receiver. Any entity that has possession, custody, or control of any asset of the AB&C Receivership Entities is directed to turn over such asset to the Receiver.

2. Investigate the manner in which the affairs of the AB&C Receivership Entities were conducted and institute such actions and legal proceedings, for the benefit and on behalf of the AB&C Receivership Entities, and their respective investors or other creditors, as the Receiver deems necessary against those individuals, corporations, agencies, partnerships, associations and/or unincorporated organizations, that the Receiver may claim to have wrongfully, illegally or otherwise improperly be in the possession of or misappropriated/transferred monies or other proceeds directly or indirectly traceable from investors in the Ponzi scheme operated by Defendants, including their respective officers, directors, employees, affiliates, subsidiaries or any persons acting in concert or participation with them, or against any transfers of monies or other proceeds directly or indirectly traceable from investors in AB&C; provided such actions may include, but not be limited to, seeking imposition of constructive trusts, disgorgement of profits, of debts, and such orders from this court as may be necessary to enforce this Order.

3. Present to this court a report reflecting the existence and value of the assets and liabilities of the AB&C Receivership Entities. If the Receiver in executing his duties believes it is in the best interest of all parties and persons affected that certain assets seized should be liquidated prior to a final liquidation of assets in order to maximize the value, the Receiver shall submit to the court a request for approval, and, if good cause be shown, such approval will be granted. However, the court is aware that the Receiver is in the possession of certain assets including but not limited to livestock and perishable food items that may need to be sold forthwith in order to preserve their value. As to these assets, the Receiver is authorized to conduct a sale at his discretion without obtaining a specific order from the court.

4. Appoint one or more special agents, employ legal counsel, actuaries, accountants, clerks, consultants and assistants as he deems necessary and to fix and pay their reasonable compensation and reasonable expenses thereof and all reasonable expenses of taking possession of the AB&C Receivership Entities' assets and businesses, and exercising the power granted by this Order, subject to approval by this court at the time the Receiver accounts to the court for such expenditures and compensation.

5. Engage persons in his discretion to assist him in carrying out his duties and responsibilities as Receiver, including, but not limited to, the United States Marshal's Service or a private security firm.

6. Defend, compromise or settle legal actions, including the instant proceeding, wherein Defendants or the Receiver are a party, commenced either prior to or subsequent to this Order, with authorization of this court; except, however, in actions where any Defendant is a nominal party, as in certain foreclosure actions where the action does not affect the assets of Defendants, the Receiver may file appropriate pleadings in his discretion.

7. Assume control of, and be named as authorized signatory for, all accounts at any bank,

brokerage firm or financial institution that has possession, custody or control of any assets or funds, wherever situated, of—or for the benefit of—the AB&C Receivership Entities and, upon order of this court, of any of their subsidiaries or affiliates, provided that the Receiver deems it necessary.

8. Make or authorize such payments and disbursements from the funds and assets taken into control, or thereafter received by the Receiver, that which are reasonable in discharging his duties as Receiver.

9. Have access to and review all mail except for mail from Defendants' attorney to Defendant, as more fully set forth in paragraph 21 of this Order.

10. Upon conviction or guilty plea, if such a conviction or guilty plea comes to bear, do all things necessary, including, but not limited to fashioning and distributing a proof of claim form in order to obtain, collect, analyze, verify and present to the court information related to the financial loss of victims.

11. Upon entry of an Order of Restitution, if such an order is entered, do all things necessary to effectuate a distribution, including, but not limited to fashioning and submitting a Plan for Claims Administration and Distribution of Proceeds to be approved by the court; locating, seizing, managing and liquidating, with court approval, assets held or obtained by the Receiver; and distributing, at the court's discretion, the corpus of the Receiver Estate to those persons who have met the requirement for and are entitled to restitution.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that, in connection with the appointment of the Receiver provided for above:

12. The AB&C Receivership Entities and all of their respective directors, officers, agents, employees, attorneys, attorneys-in-fact, shareholders, sales representatives and other persons who are in custody, possession, or control of any assets, books, records, or other property of the

AB&C Receivership Entities shall deliver forthwith upon demand such property, monies, books and records to the Receiver, and shall forthwith grant to the Receiver authorization to be a signatory as to all accounts at banks, brokerage firms or financial institutions that have possession, custody or control of any assets or funds in the name of or for the benefit of the AB&C Receivership Entities.

13. All banks, brokerage firms, financial institutions, or other business entities that have or may have—per information provided by the Receiver—possession, custody or control of any assets, funds or accounts in the name of, or for the benefit of the AB&C Receivership Entities or in the name of or for the benefit of individuals known to be working in concert with the AB&C Receivership Entities (including those acting in the capacity of sales representatives) shall cooperate expeditiously in providing necessary information and in the granting of control and authorization as a necessary signatory as to said assets and accounts to the Receiver. Any required disclosure and notification of the Receiver’s request for information and/or control of said assets and accounts shall occur in a manner so as not to impede the duties of the Receiver.

14. Unless and as authorized by the Receiver, the AB&C Receivership Entities, and their respective principals or anyone purporting to act on their behalf shall take no action on behalf of or for the benefit of the AB&C Receivership Entities.

15. The AB&C Receivership Entities, and their respective principals, officers, agents, employees, attorneys-in-fact, and sales representatives shall cooperate fully with the Receiver, including, if requested, appearing for deposition testimony and producing documents, upon two business days’ notice (which may be sent by facsimile), and shall take no action, directly or indirectly, to hinder, obstruct, or otherwise interfere with the Receiver in the conduct of his duties or to interfere in any manner, directly or indirectly, with the custody, possession, management, or control by the Receiver of the funds, assets, premises, or choses in action

described above.

16. The Receiver, or any counsel who the Receiver may select, is entitled to reasonable compensation from the assets now in the possession or control of, or which may be received by the AB&C Receivership Entities; said amount or amounts of compensation shall be commensurate with the duties performed, subject to approval of the court.

17. During the period of this Receivership, all persons, including creditors, banks, investors, or others, with actual notice of this Order, are enjoined from filing a petition for relief under the United States Bankruptcy Code without prior permission from this court, or from in any way disturbing the assets or proceeds of the receivership or from prosecuting any actions or proceedings that interfere with the discharge of the Receiver's obligations.

18. Title to all property, contracts, rights of action, and books and records of the AB&C Receivership Entities, and their respective principals, wherever located, is vested by operation of law in the Receiver.

19. Upon request by the Receiver, any company providing telephonic services to the AB&C Receivership Entities, shall provide a reference of calls from all numbers presently assigned to the AB&C Receivership Entities, to any such number designated by the Receiver or perform any other changes necessary to the conduct of the receivership.

20. Any entity furnishing water, electric, telephone, sewage, garbage or trash removal services to the AB&C Receivership Entities shall maintain such service and transfer any such accounts to the Receiver unless otherwise instructed by the Receiver without the need to post a bond or security deposit.

21. The United States Postal Service is directed to provide any information requested by the Receiver regarding any Defendant, and handle future deliveries of Defendants' mail as directed by the Receiver. All personal mail or mail to or from Defendants' attorney will be

delivered to Defendants' attorney by the Receiver.

22. No bank, savings and loan association, financial institution, or any other person or entity, shall exercise any form of set-off, alleged set-off, lien, or any form of self-help whatsoever, or refuse to transfer any funds or assets to the Receiver's control without the permission of this court.

23. No bond shall be required in connection with the appointment of the Receiver. Except for an act of gross negligence, the Receiver shall not be liable for any loss or damage incurred by the AB&C Receivership Entities, or the Receiver's officers, agents, employees, independent representatives or any other person, by reason of any act or omission by the Receiver in connection with the discharge of his duties and responsibilities hereunder.

24. Service of this Order shall be sufficient if made upon the AB&C Receivership Entities or their respective principals by facsimile or overnight courier.

25. In the event that the Receiver discovers that funds of persons who have invested in the AB&C Receivership Entities, have been transferred to other persons or entities, the Receiver shall apply to this court for an Order giving the Receiver possession of such funds and, if the Receiver deems it advisable, extending this receivership over any person or entity holding such investor funds.

26. The Receiver is ordered to periodically file a Report on his activities with the court.

IT IS SO ORDERED.



United States District Judge

October 28, 2015
Columbia, South Carolina

Exhibit “E”

FILED
U.S. DISTRICT COURT
SAVANNAH DIV.

2015 NOV -2 AM 10:19

CLERK B. West
SO. DIST. OF GA.

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF SOUTH CAROLINA
ANDERSON/GREENWOOD DIVISION

IN RE: RECEIVER FOR)
RONNIE GENE WILSON AND)
ATLANTIC BULLION & COIN, INC.)
_____)

Civil Action No. 8:12-cv-02078-JMC

ORDER

MC415-019

This matter is before the court on the Receiver's Motion to Amend the Order of Appointment filed October 20, 2015. (ECF No. 160.) In the Motion, the Receiver asks the court to amend the January 13, 2015 Order of Appointment (ECF No. 118) to remove "Gordon L. Hall and Benton T. Hall (the "Halls"), limited solely to the Halls' financial connection to Howell, Wilson and AB&C and the corresponding criminal convictions, and their subsidiaries, successors and assigns" as Receivership Entities. After consideration, the court GRANTS the Receiver's Motion to remove the Halls from the January 13, 2015 Order. This Order replaces and supersedes the Order of January 13, 2015.

At the beginning of this case, the United States requested with the consent of Defendants, and the court granted, pursuant to Title 18, United States Code, Section 1956(b)(4)(A), a motion for an appointment of a Federal Receiver regarding Ronnie Gene Wilson ("Wilson") and Atlantic Bullion & Coin, Inc. ("AB&C") (collectively, "Defendants") (Criminal Action No. 8:12-cr-0320-JMC). It now appears to the court that there are entities and individuals controlled by and/or alter egos of the Defendants to include Republic Bullion & Coin, Inc.; Henry & Crowder Family Ltd. Partnership; Henry & Crowder, LLC; Bailey & Rice Family Ltd. Partnership; Live Oak Farms; Smallwood Family Trust; Professional Planning of Easley, LLC; Wallace Lindsey Howell ("Howell") and all businesses and/or trusts owned or controlled by Howell including, but not limited to, Julie A. Asset Management Trust, the Kingdom Estate

Trust, Wallace Lindsey Howell Trust, Bill Porter Construx Home, WMA World Marketing, Upstate OSR, Protective Solutions, and RHYS & Company, LLC; Tracy Neily (“Neily”) and all businesses and/or trusts owned or controlled by Neily including, but not limited to, the Atwell Family Trust. Collectively, these individuals and Defendants shall be referred to as the “AB&C Receivership Entities”.

Whereas, the Government and Defendants ask that the Receiver be vested with full and exclusive power, duty and authority to administer and manage the business affairs, funds, assets, choses in action and any other property of the AB&C Receivership Entities, marshal and safeguard all of the assets of the AB&C Receivership Entities, and take whatever actions are necessary for the protection of the United States and investors.

Whereas, the court has appointed Beattie B. Ashmore, Esquire, Greenville, South Carolina who the court finds is eminently qualified to be appointed as Receiver of all of the assets, properties, books and records, and other items of the AB&C Receivership Entities.

Now, Therefore, **IT IS ORDERED, ADJUDGED AND DECREED** that the appointed Receiver for the AB&C Receivership Entities is hereby authorized, empowered, and directed to:

1. Take immediate possession of all property, assets and estates owned, controlled, used, accessed or authorized by or for the benefit of the AB&C Receivership Entities, (including assets and property directly traceable to the AB&C Receivership Entities that may be in the possession of Wilson, Howell and/or Neily’s family members and acquaintances) that have and continue to receive, withdraw, hold, and /or disburse money on behalf of the AB&C Receivership Entities or in the possession of the AB&C Receivership Entities of every kind whatsoever and wheresoever located, including, but not limited to, rights of action, books, papers, data processing records, evidences of debt, bank accounts, savings accounts, certificates of deposit, stocks, bonds, debentures and other securities, mortgages, furniture, fixtures, office supplies and equipment,

and all real property of the AB&C Receivership Entities, wherever situated, and to administer such assets as is required in order to comply with the directions contained in this Order, and to hold all other assets pending further order of this court.

Access to Seized Documents and Property

In the event that any of the foregoing documents or property have been seized by the United States Secret Service (“USSS”), such authorities are directed to grant the Receiver and his agents full and unfettered access to review and copy such documents and property to permit the Receiver to discharge his duties, subject to the USSS’s ability to review, store, and assure said documents are safeguarded for use in future legal proceedings. In addition, the USSS is directed to turn over any and all assets seized from the AB&C Receivership Entities directly to the Receiver. Any entity that has possession, custody, or control of any asset of the AB&C Receivership Entities is directed to turn over such asset to the Receiver.

2. Investigate the manner in which the affairs of the AB&C Receivership Entities were conducted and institute such actions and legal proceedings, for the benefit and on behalf of the AB&C Receivership Entities, and their respective investors or other creditors, as the Receiver deems necessary against those individuals, corporations, agencies, partnerships, associations and/or unincorporated organizations, that the Receiver may claim to have wrongfully, illegally or otherwise improperly be in the possession of or misappropriated/transferred monies or other proceeds directly or indirectly traceable from investors in the Ponzi scheme operated by Defendants, including their respective officers, directors, employees, affiliates, subsidiaries or any persons acting in concert or participation with them, or against any transfers of monies or other proceeds directly or indirectly traceable from investors in AB&C; provided such actions may include, but not be limited to, seeking imposition of constructive trusts, disgorgement of profits, of debts, and such orders from this court as may be necessary to enforce this Order.

3. Present to this court a report reflecting the existence and value of the assets and liabilities of the AB&C Receivership Entities. If the Receiver in executing his duties believes it is in the best interest of all parties and persons affected that certain assets seized should be liquidated prior to a final liquidation of assets in order to maximize the value, the Receiver shall submit to the court a request for approval, and, if good cause be shown, such approval will be granted. However, the court is aware that the Receiver is in the possession of certain assets including but not limited to livestock and perishable food items that may need to be sold forthwith in order to preserve their value. As to these assets, the Receiver is authorized to conduct a sale at his discretion without obtaining a specific order from the court.

4. Appoint one or more special agents, employ legal counsel, actuaries, accountants, clerks, consultants and assistants as he deems necessary and to fix and pay their reasonable compensation and reasonable expenses thereof and all reasonable expenses of taking possession of the AB&C Receivership Entities' assets and businesses, and exercising the power granted by this Order, subject to approval by this court at the time the Receiver accounts to the court for such expenditures and compensation.

5. Engage persons in his discretion to assist him in carrying out his duties and responsibilities as Receiver, including, but not limited to, the United States Marshal's Service or a private security firm.

6. Defend, compromise or settle legal actions, including the instant proceeding, wherein Defendants or the Receiver are a party, commenced either prior to or subsequent to this Order, with authorization of this court; except, however, in actions where any Defendant is a nominal party, as in certain foreclosure actions where the action does not affect the assets of Defendants, the Receiver may file appropriate pleadings in his discretion.

7. Assume control of, and be named as authorized signatory for, all accounts at any bank,

brokerage firm or financial institution that has possession, custody or control of any assets or funds, wherever situated, of or for the benefit of the AB&C Receivership Entities and, upon order of this court, of any of their subsidiaries or affiliates, provided that the Receiver deems it necessary.

8. Make or authorize such payments and disbursements from the funds and assets taken into control, or thereafter received by the Receiver, that which are reasonable in discharging his duties as Receiver.

9. Have access to and review all mail except for mail from Defendants' attorney to Defendant, as more fully set forth in paragraph 21 of this Order.

10. Upon conviction or guilty plea, if such a conviction or guilty plea comes to bear, do all things necessary, including, but not limited to fashioning and distributing a proof of claim form in order to obtain, collect, analyze, verify and present to the court information related to the financial loss of victims.

11. Upon entry of an Order of Restitution, if such an order is entered, do all things necessary to effectuate a distribution, including, but not limited to fashioning and submitting a Plan for Claims Administration and Distribution of Proceeds to be approved by the court; locating, seizing, managing and liquidating, with court approval, assets held or obtained by the Receiver; and distributing, at the court's discretion, the corpus of the Receiver Estate to those persons who have met the requirement for and are entitled to restitution.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that, in connection with the appointment of the Receiver provided for above:

12. The AB&C Receivership Entities and all of their respective directors, officers, agents, employees, attorneys, attorneys-in-fact, shareholders, sales representatives and other persons who are in custody, possession, or control of any assets, books, records, or other property of the

AB&C Receivership Entities shall deliver forthwith upon demand such property, monies, books and records to the Receiver, and shall forthwith grant to the Receiver authorization to be a signatory as to all accounts at banks, brokerage firms or financial institutions that have possession, custody or control of any assets or funds in the name of or for the benefit of the AB&C Receivership Entities.

13. All banks, brokerage firms, financial institutions, or other business entities that have or may have—per information provided by the Receiver—possession, custody or control of any assets, funds or accounts in the name of, or for the benefit of the AB&C Receivership Entities or in the name of or for the benefit of individuals known to be working in concert with the AB&C Receivership Entities (including those acting in the capacity of sales representatives) shall cooperate expeditiously in providing necessary information and in the granting of control and authorization as a necessary signatory as to said assets and accounts to the Receiver. Any required disclosure and notification of the Receiver’s request for information and/or control of said assets and accounts shall occur in a manner so as not to impede the duties of the Receiver.

14. Unless and as authorized by the Receiver, the AB&C Receivership Entities, and their respective principals or anyone purporting to act on their behalf shall take no action on behalf of or for the benefit of the AB&C Receivership Entities.

15. The AB&C Receivership Entities, and their respective principals, officers, agents, employees, attorneys-in-fact, and sales representatives shall cooperate fully with the Receiver, including, if requested, appearing for deposition testimony and producing documents, upon two business days’ notice (which may be sent by facsimile), and shall take no action, directly or indirectly, to hinder, obstruct, or otherwise interfere with the Receiver in the conduct of his duties or to interfere in any manner, directly or indirectly, with the custody, possession, management, or control by the Receiver of the funds, assets, premises, or choses in action

described above.

16. The Receiver, or any counsel who the Receiver may select, is entitled to reasonable compensation from the assets now in the possession or control of, or which may be received by the AB&C Receivership Entities; said amount or amounts of compensation shall be commensurate with the duties performed, subject to approval of the court.

17. During the period of this Receivership, all persons, including creditors, banks, investors, or others, with actual notice of this Order, are enjoined from filing a petition for relief under the United States Bankruptcy Code without prior permission from this court, or from in any way disturbing the assets or proceeds of the receivership or from prosecuting any actions or proceedings that interfere with the discharge of the Receiver's obligations.

18. Title to all property, contracts, rights of action, and books and records of the AB&C Receivership Entities, and their respective principals, wherever located, is vested by operation of law in the Receiver.

19. Upon request by the Receiver, any company providing telephonic services to the AB&C Receivership Entities, shall provide a reference of calls from all numbers presently assigned to the AB&C Receivership Entities, to any such number designated by the Receiver or perform any other changes necessary to the conduct of the receivership.

20. Any entity furnishing water, electric, telephone, sewage, garbage or trash removal services to the AB&C Receivership Entities shall maintain such service and transfer any such accounts to the Receiver unless otherwise instructed by the Receiver without the need to post a bond or security deposit.

21. The United States Postal Service is directed to provide any information requested by the Receiver regarding any Defendant, and handle future deliveries of Defendants' mail as directed by the Receiver. All personal mail or mail to or from Defendants' attorney will be

delivered to Defendants' attorney by the Receiver.

22. No bank, savings and loan association, financial institution, or any other person or entity, shall exercise any form of set-off, alleged set-off, lien, or any form of self-help whatsoever, or refuse to transfer any funds or assets to the Receiver's control without the permission of this court.

23. No bond shall be required in connection with the appointment of the Receiver. Except for an act of gross negligence, the Receiver shall not be liable for any loss or damage incurred by the AB&C Receivership Entities, or the Receiver's officers, agents, employees, independent representatives or any other person, by reason of any act or omission by the Receiver in connection with the discharge of his duties and responsibilities hereunder.

24. Service of this Order shall be sufficient if made upon the AB&C Receivership Entities or their respective principals by facsimile or overnight courier.

25. In the event that the Receiver discovers that funds of persons who have invested in the AB&C Receivership Entities, have been transferred to other persons or entities, the Receiver shall apply to this court for an Order giving the Receiver possession of such funds and, if the Receiver deems it advisable, extending this receivership over any person or entity holding such investor funds.

26. The Receiver is ordered to periodically file a Report on his activities with the court.

IT IS SO ORDERED.



United States District Judge

October 28, 2015
Columbia, South Carolina

IN THE DISTRICT COURT OF THE UNITED STATES
FOR THE DISTRICT OF SOUTH CAROLINA
ANDERSON DIVISION

UNITED STATES OF AMERICA)	CR. NO. _____
)	18 U.S.C. § 1341
vs.)	18 U.S.C. § 2
)	18 U.S.C. § 981(a)(1)(C)
RONNIE GENE WILSON)	28 U.S.C. § 2461(c)
ATLANTIC BULLION & COIN, INC.)	<u>INFORMATION</u>

COUNT 1

THE UNITED STATES ATTORNEY CHARGES:

1. That beginning in or about January 2001, and continuing until in or about March 2012, the Defendants, RONNIE GENE WILSON and ATLANTIC BULLION & COIN, INC., did knowingly devise a scheme and artifice to defraud and to obtain monies by means of false and fraudulent pretenses, representations, and promises.

THE SCHEME AND ARTIFICE

2. It was a part of the scheme and artifice to defraud that RONNIE GENE WILSON was the President and sole shareholder of ATLANTIC BULLION & COIN, INC. (hereinafter "AB&C").

3. It was further part of the scheme and artifice that RONNIE GENE WILSON and AB&C encouraged clients to invest in silver.

4. It was further part of the scheme and artifice that RONNIE GENE WILSON and AB&C represented to clients that their silver would be held at a depository located in Delaware.

5. In was further part of the scheme and artifice that RONNIE GENE WILSON and

AB&C did not purchase silver in sufficient quantities when asked to do so by clients.

6. It was further part of the scheme and artifice that RONNIE GENE WILSON and AB&C did not have silver holdings at a depository located in Delaware.

7. It was further part of the scheme and artifice that RONNIE GENE WILSON and AB&C created fraudulent account statements showing that clients owned large quantities of silver when, in fact, no silver had been purchased for the clients.

8. It was further part of the scheme and artifice that RONNIE GENE WILSON and AB&C used monies supplied by later clients to pay earlier clients who asked to liquidate all or a portion of their silver holdings. In this manner, the investment program operated by RONNIE GENE WILSON and AB&C was a "Ponzi scheme."

9. It was further part of the scheme and artifice that RONNIE GENE WILSON converted client funds to his own use to support a lavish lifestyle.

10. It was further part of the scheme and artifice that RONNIE GENE WILSON and AB&C caused losses to clients of approximately \$59 million during the course of the scheme and artifice to defraud.

MAILING IN FURTHERANCE OF SCHEME AND ARTIFICE

11. On or about October 29, 2009, in the District of South Carolina and elsewhere, for the purpose of executing the above-described scheme and artifice to defraud, RONNIE GENE WILSON and AB&C knowingly caused AB&C customer number 91277 to mail checks from Louisville, Kentucky, to AB&C in Easley, South Carolina.

In violation of Title 18, United States Code, Sections 1341 and 2.

COUNT 2

THE UNITED STATES ATTORNEY FURTHER CHARGES::

1. The allegations of paragraphs 1 through 10 of Count 1 in this information are alleged herein as setting forth a scheme and artifice to defraud.

2. On or about January 30, 2012, in the District of South Carolina and elsewhere, for the purpose of executing the scheme and artifice to defraud, RONNIE GENE WILSON and AB&C knowingly mailed a fraudulent AB&C account statement to customer number 12232 from Easley, South Carolina, to Acton, Massachusetts.

In violation of Title 18, United States Code, Sections 1341 and 2.

FORFEITURE

A. **SPECIFIED UNLAWFUL ACTIVITY - MAIL FRAUD**

1. Upon conviction for violation of Title 18, United States Code, Sections 1341 as charged in Counts 1 and 2 of this Information, the Defendant, RONNIE GENE WILSON, and ATLANTIC BULLION & COIN, INC., shall forfeit to the United States any property, real or personal, constituting, derived from or traceable to proceeds the Defendants obtained directly or indirectly as a result of such offenses, including, but not limited to the following:

B. The property subject to forfeiture includes, but is not limited to, the following:

1. **CASH PROCEEDS/MONEY JUDGMENT:**

- a. A sum of money equal to all proceeds the Defendants obtained directly or indirectly from the offense charged in Count 1 of the Information, that is, a minimum of approximately \$59,000,000 in United States currency, and all interest and proceeds traceable thereto, including but not limited to the following, for which the Defendants are jointly and severally liable:
- b. \$47,213 in US currency seized from 900 East North Street, Greenville, SC, on 3/23/12;
- c. \$3,820 in US currency seized from 900 East North Street, Greenville, SC, on 3/16/12;
- d. \$16,541 in US currency seized from 203 Siloam Road, Easley, SC, on 3/15/12;
- e. \$12,412.25 in US currency seized from 203 Siloam Road, Easley, SC, on 3/15/12;

2. **REAL PROPERTY:**

- a. 203 Siloam Road, Lot B,
Anderson County, State of South Carolina
Titled in the Name of: Bailey and Rice Family Limited Partnership
Tax Map Number 236-07-04-011-000

ALL that piece, parcel or tract of land located in 81 Plaza in Powdersville, Anderson County, South Carolina, containing 0.148 acres, and having

according to a plat prepared for Ronnie G. Wilson by Alex A. Moss, P.E. & P.L.S. No. 1194, dated August 11, 1995, recorded in the R.M.C. Office for Anderson County in Plat 110 at Page 766, the following metes and bounds, to wit:

BEGINNING at an old iron pin on the easterly side of a 50' public street, which iron pin is 37.12 feet from the intersection of the 50' public street and Siloam Church Road and running thence N. 78-13-00 E., 222.02 feet to an iron pin; thence N. 11-29-32 W., 30 feet to an iron pin; thence S. 78-13-00 W., 210.05 feet to an iron pin on the easterly side of a 50' public street; thence along said side of the public street, S. 6-53-00 W., 31.62 feet to an iron pin, *the point of beginning.*

This conveyance is Subject to any and all existing reservations, easements, rights of way, zoning ordinances and restrictive covenants that may appear of record or on the premises.

This is the same property conveyed to the Bailey & Rice Family Limited Partnership by deed dated December 28th, 1995, and recorded in the R.M.C. Office for Anderson County on January 4, 1996, in Deed Book 2256 at Page 95.

- b. 10 Blythewood Drive, Greenville, SC 29607
Greenville County, South Carolina
Tax Map No. 0281 00 02 107 00
Titled in the Name of: Jena G. Eison

ALL that lot of land, with the buildings and improvements thereon, situate on the northeast side of Blythewood Drive, in the City of Greenville, Greenville County, South Carolina, being shown as Lot 24 on plat of University Circle, made by Piedmont Engineering Service, May, 1948, recorded in the RMC Office for Greenville County, in Plat Book Y at Page 111, and as shown on a more recent plat of survey prepared for Janice A. Joss by Freeland & Associates, Inc., dated January 13, 1998, recorded in the RMC Office for Greenville County, S.C., in Plat Book 37-8 at Page 9 on January 16, 1998, with reference to said plat for a more complete description by metes and bounds.

DERIVATION: THIS being the same property conveyed by Deed of Distribution of Janice A. Joss, Deceased, Estate Case No. 04 ES2301237, dated August 2, 2003, recorded in the ROD Office for Greenville County, S.C., in Deed Book 2158 at Page 814 on August 3, 2005.

- c. 203 Siloam Road, Lot C,
Anderson County, State of South Carolina
Tax Map Number 236-07-04-008
Titled in the Name of: Bailey and Rice Family Limited Partnership

ALL that certain piece, parcel or lot of land with any improvements thereon or thereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Anderson and being shown and designated as Lot C on survey prepared by Robert R. Spearman for Norman S. Garrison and R. Heyward Ballard, dated December 6, 1984 and recorded in the Register of Deeds Office for Anderson County in Plat Book 92 at Page 562 on December 12, 1984. Reference to the above described survey is hereby made for a more complete and accurate metes and bounds description thereof.

This being a portion of the same property conveyed to WWB Limited Partnership by virtue of a deed from W.W. Bridwell, dated October 5, 1999 and recorded in the Register of Deeds Office for Anderson County in Deed Book 3527 at Page 163 on October 7, 1999.

- d. 230 Sam Davis Road
Woodruff, SC
Spartanburg County, South Carolina
TMS# 4-27-00-041.00
Titled in the Name of: Allison and Charles Schaum

All that certain, piece, parcel or lot of land with any improvements thereon, situate, lying and being in the State of South Carolina, County of Spartanburg and being shown and designated as 2.00 acres on survey prepared by Ralph Smith, PLS entitled "Survey for Charles and Allison Schaum, being a portion of the property shown on my plat for Ronald G. Wilson" dated November 8, 1999 and recorded in the Register of Deeds Office for Spartanburg County in Plat Book 154 at Page 324 on June 18, 2003. Reference to the above described survey is hereby made for a more complete and accurate metes and bounds description thereof.

ALSO, given is the right of ingress, egress and regress in, over and to the certain 50 foot right-of-way as set forth and delineated on aforesaid plat. It is further understood that Cassie Kendall, her heirs and assigns forever, gave unto Allison J. Schaum the right of ingress, egress, and regress in, over and to the certain 50 foot right-of-way as set forth and delineated on aforesaid plat by deed recorded in Deed Book 78-G at page 998 on July 17, 2003.

This being the same property conveyed to Allison J. Schaum by virtue of a deed from Cassie Kendall, dated June 19, 2003 and recorded in the Register of Deeds Office for Spartanburg County in Deed Book 78-G at Page 998 on July 17, 2003.

This conveyance is made subject to all restrictions, easements, rights of way, setback lines, roadways, and zoning ordinances, if any, of record on the recorded plat(s), or on the premises affecting said property.

- e. 253 Sam Davis Road
Woodruff, South Carolina
Spartanburg County, South Carolina
Parcel # 4-34-00-016.00
Titled in the Name of: Cassie Kendall

All that certain piece, parcel or tract of land lying, situate in the County of Spartanburg, State of South Carolina, being shown and designated as containing 59.74 acres, more or less, on a plat prepared for Ronald G. Wilson by Ralph Smith, P.L.S., dated November 8, 1999, to be recorded herewith in the RMC Office for Spartanburg County. For a more complete and particular description, reference is hereby made to the above referred to plat and record thereof.

This is a portion of the same property conveyed to Corinne Renshaw and Cassie Kendall by Deed of Diane H. King, dated November 4, 1999, and recorded November 10, 1999, in Deed Book 70-Y, page 682 said RMC Office for Spartanburg County, South Carolina.

This property conveyed subject to all rights-of-ways of record

- f. 375 Sam Davis Road
Woodruff, SC 29388
Spartanburg County, South Carolina
TMS # (portion of) 4-34-00-016.01
Titled in the Name of: Michael & Jennifer Pressley

All that certain piece, parcel or tract of land with any improvements thereon or thereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Spartanburg and being shown and designated as TOTAL AREA = 6.58 ACRES on survey prepared by Ralph Smith P.L.S. for Michael S. & Jennifer L. Pressley, dated December 23, 2007 and recorded in the Register of Deeds Office for Spartanburg County in Plat Book 162 at Page 592 on January 3, 2008. Reference to the above described survey is

hereby made for a more complete and accurate metes and bounds description thereof.

This being a portion of the same property conveyed to Cassie Kendall by virtue of a deed from Corinne Renshaw, dated December 22, 1999 and recorded in the Register of Deeds Office for Spartanburg County in Deed Book 71-E at Page 711 on December 28, 1999. Reference is also made to the Title to Real Estate from Dianne H. King to Cassie Kendall and Corinne Renshaw, dated November 3, 1999 and recorded in the Register of Deeds Office for Spartanburg County in Deed Book 70-Y at Page 682 on November 10, 1999.

This conveyance is made subject to all restrictions, easements, rights of way, setback lines, roadways, and zoning ordinances, if any, of record on the recorded plat(s), or on the premises affecting said property.

- g. 1300 Heritage Club Drive
Greenville, South Carolina 29615
Greenville County, South Carolina
TMS # 0540 42 01 034 00
Titled in the Name of: Herman E. Cox, Trustee of the Smallwood Family Trust

All that certain piece, parcel or lot of land situate, lying and being in the County of Greenville, State of South Carolina being shown and designated as Unit No. 34, Heritage Club Villas on a plat thereof, prepared by Wooten Surveying Co., dated October 10, 2001 and recorded in Plat Book 44-O at Page 84 in the ROD Office for Greenville, South Carolina. Reference is hereby made to said plat of record for a more complete and accurate description as to the metes and bounds, courses and distances as appear thereon.

This being the same property conveyed unto Marie W. Seymour by deed of Aurie C. Thomas, as Trustee of the Richard R. Thomas and Aurie C. Thomas Living Trust dated December 1, 1993, and Aurie C. Thomas, individually dated November 8, 2004, and recorded November 10, 2004 in Deed Book 2116, page 1401, in the ROD Office for Greenville County, South Carolina.

- h. 2420 S J Workman Hwy
Woodruff, South Carolina
Spartanburg County, South Carolina
Parcel No. 4-27-00-040.08
Titled in the Name of: Cassie Wilson

All that certain piece, parcel or lot of land, situate, lying and being in the State of South Carolina, County of Spartanburg, being shown and designated as Lot No. 9, containing 22.27 acres, more or less, as shown on survey entitled "Hugh Harrison Farms", prepared by Ralph Smith, PLS, dated October 8, 2004 and recorded in Plat Book 156, page 944, ROD office for Spartanburg County, South Carolina. For a more complete and particular description, reference is hereby made to the above referred to plat and record thereof.

The above described property is conveyed subject to the restrictive Covenants as recorded in Deed Book 81-P, page 513, ROD Office for Spartanburg County, South Carolina.

This being the same property conveyed to Walson Development, LLC by deed of Dianne H. King, dated October 21, 2004, recorded in Deed Book 81-R, Page 127, ROD Office for Spartanburg County, South Carolina

- i. 1308 Circle Road
Easley, South Carolina 29642
Anderson County, South Carolina
TMS#: portion of 213-00-06-006(to be combined with Tract B - 213-00-06-025)
Titled in the Name of: Cassie Wilson

All that certain piece, parcel or lot of land with any improvements thereon or thereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Anderson and being shown and designated as 2.50 Acres (Including all R/W and Easements) on survey prepared by John F. Tinsley for Cassie Wilson, dated December 4, 2007 and recorded in the Register of Deeds Office for Anderson County in Plat Book 1779 at Page 8-A on May 28, 2008. Reference to the above described survey is hereby made for a more complete and accurate metes and bounds description thereof.

This being a portion of the same property conveyed to Joe E. Cely, as Personal Representative of the Estate of Irene Carolyn Cely a/k/a Irene M. Cely, a 53.072% interest; Joe E. Cely, a 23.464% interest, Marvin S. Cely, III, a 11.732% interest; and Celia C. Hamilton, a 11.732% interest by virtue of a deed from The Brushy Creek, FLP, dated February 25, 2008 and recorded in the Register of Deeds Office for Anderson County in Deed Book 8536 at Page 53 on March 5, 2008. Reference is also made to the Certificate of Dissolution of Limited Partnership "The Brushy Creek, FLP" as recorded in the Register of Deeds Office for Anderson County in Deed Book 8536 at Page 59 on March 5, 2008.

This conveyance is made subject to all restrictions, easements, rights of way, setback lines, roadways, and zoning ordinances, if any, of record on the recorded plat(s), or on the premises affecting said property.

- j. 114 Barfield Drive
Easley, South Carolina 29642
Anderson County, South Carolina
TMS# 213-09-01-009
Titled in the Name of: Henry & Crowder LLC

All that certain piece, parcel or lot of land lying and being in the State of South Carolina, County of Anderson, being shown and designated as Lot No. 9, Hawthorne Ridge, as shown on plat prepared by Freeland and Associates, Inc., dated October 19, 2000 and recorded in Plat Book 1174, at Page 8 in the R/D Office for Anderson County, South Carolina, reference to said plat being hereby made for a more complete metes and bounds description thereof.

This being property conveyed to The Peoples National Bank by deed from Landco Builders, Inc. dated 3/14/08 and recorded 3/17/08 in Deed Book 8558, at Page 102 in the Register of Deeds Office for Anderson County, South Carolina.

The above described property is subject to any and all easements and/or rights of way for roads, utilities, drainage, etc. as may appear of record and/or on the premises and to any and all restrictions, covenants or zoning ordinances affecting such property as may appear of record. The above described property is specifically subject to restrictions governing said property as appear in the Register of Deeds Office for Anderson County, South Carolina in Book 3934, page 273.

- k. 881 Old Plantation Road
Fountain Inn, South Carolina, 29644
Laurens County, South Carolina
Titled in the Name of: Wallace Lindsey Howell, Director of Kingdom Estate Trust
TMS# 213-00-00-006

All that piece, parcel, or lot of land, situate, lying and being in Laurens County, State of South Carolina, being known and designated as on the Enoree River containing 117 acres, more or less being formerly bounded by lands of L.W. Gray, Carrie Coker, C.B. Redd, Jane Miller, and Enoree River, and now bounded on the North by the Enoree River, the center of which is Spartanburg County, on the East by lands now or formerly of Dorothy Lee

Clayton and Rhonda Clayton, on the South by lands now or formerly of Clyde Redd, on the West by lands now or formerly of David G. Coker, and on the Northwest by lands now or formerly of Crescent Land and Timber Company.

Also, a right-of-way or easements of ingress and egress 20 feet in width beginning at the southwestern most corner of the tract conveyed herewith and extending across other property of grantors in a direct line to an existing gravel road which leads to a public roadway this easement also includes the right of use the existing dirt roadway above mentioned which leads to a public roadway

Less and except portions conveyed in Deed Book 210 Page 551, Book 214-Page 236, Book 214 Page 370 and in Book 211 Page 829.

This being a portion the same property conveyed to grantors by Deed of James Redd, recorded 08-16-71 in Book 197, Page 239 in the RMC Office for Laurens County. See also Deed Book 516 Page 84 and Book 635 Page 291 for half interests to and from said grantors.

3. VEHICLES:

- a. 1997 Land Rover
VIN: SALDV3242VA124074
Tag: BWM-192
Registered to: Bailey Rice Family LTD Partnership
- b. 2011 Ford F350
VIN: 1FT8W3DTXBEA09513
Tag: 10965FM
Registered to: Henry & Crowder Family Limited Partnership
- c. 2008 Ford F250
VIN: 1FTSW21R78ED13903
Registered to: Charles Edward Schaum, Jr.
- d. 1994 MITS FH100 Refrigerated Box Truck
VIN: JW6CEE1GXRL000333
Registered to: Live Oak Farm, LLC
- e. 2006 Exis ES 18 Sport Trailer (flat bed)
VIN: 4LAAH182665038199
Registered to: Live Oak Farm, LLC

- f. 2010 Honda Element
VIN: 5J6YH1H31AL002463
Registered to: Jena Eison

4. PERSONAL PROPERTY:

- a. Miscellaneous coins, bars, and monies seized from 900 East North Street, Greenville, SC, on 3/16/12;
- b. Miscellaneous coins, bars, and monies seized from 1308 Circle Road, Easley, SC, on 3/19/12;
- c. Miscellaneous coins, bars and monies seized from 205 Siloam Road, Easley, SC, on 3/15/12;
- d. Miscellaneous coins and monies seized from 203 Siloam Road, Easley, SC on 3/15/12;
- e. six items of artwork/sculpture seized from 203 Siloam Road, Easley, SC, on 3/15/12;
- f. two items of artwork/sculpture seized from 1308 Circle Road, Easley, SC, on 3/16/12;
- g. 1 item of artwork/sculpture seized from 203 Siloam Road, Easley, SC, on 3/19/12;
- h. four items of artwork/sculpture seized from 205 Siloam Road, Easley, SC, on 3/15/12;

5. BANKING/INVESTMENT:

- a. Allied Energy Escrow/Compass Bank/Cornerstone Bank/Edmonton State Bank (oil well)
Beneficiary Acct: xxxx0418
- b. Southern First Bank (DBA Greenville First Bank)
100 Verdae Boulevard, Ste 100, Greenville, SC 29607
Account Name: Atlantic Bullion & Coin
Account number: xx451
Amount: \$213,008.17

6. FIREARMS/AMMUNITION:

- a. Weapon, Cal.36, long handle, serial # 20151
- b. Weapon, Col Sam Colt New York, serial # 171759
- c. Weapon, Ruger SP101, serial # 571-81915
- d. Weapon, Sears 30-30 Winchester Rifle, serial # 12234

- e. Weapon, Winchester 190 .22 LR, serial # B1524762
- f. Rifle, SKS 7.62 x 39 semi automatic, serial # 03891
- g. Rifle, SKS 7.62 x 39, semi automatic, serial # 02182
- h. Revolver, Ruger Super Blackhawk .44 MAG, serial # 85-01584
- i. Revolver, Smith & Wesson Mod 36 .38 SPCL, serial# 408002
- j. Shotgun, JC Higgins Mod 20, 12G, serial # 5832001
- k. Shotgun, Remington 870 12 G, serial # 1269455V
- l. Rifle, FN .30 .06 Cal half action, serial # 10331
- m. Shotgun, Winchester Mod 1897, serial # 390620
- n. Rifle, Winchester Remington Mod 7400, serial # 8535944
- o. Rifle, Marlin 39A .22LR, serial # 17270310
- p. Rifle, Marlin 336 .44 mag, serial # AC48452
- q. Rifle, SKS 7.62 x 39, serial # 10255863A
- r. Remington 1100 12GA, serial # M543775V
- s. Remington 870 12GA, serial # A746329M
- t. Remington 1100 12GA, serial # N863063M
- u. Winchester 1300 12 GA, serial # L2689923
- v. Browning, Light 12, 12GA, serial # G62081
- w. Rifle, Marlin 30AW .30 .30 Win, serial # 02076451
- x. Rifle, Marlin 336 .30 Win, serial # 24156649
- y. Rifle, Remington 742, .308 Win, serial # 7178036
- z. Winchester, Med 70, .300 Win Mag, serial # G320285
- aa. Rifle, Marlin 336 .30 .30 Win, serial # 22005921
- bb. Lever Action Henry, .44-40 Cal, serial # 20500
- cc. Pistol, Remington 1911.45 ACP, serial # 4134642
- dd. Revolver, Ruger Single .22LR, serial # 65-58910
- ee. Pistol, Ruger Mark II .22 LR, serial #19-94646
- ff. Revolver, S&W .38 Cal, serial #39321
- gg. Revolver, Ruger Single .22LR, serial # 67-76528
- hh. Rifle, Ruger 10/22 .22LR, serial # 247-09843
- ii. Norinco 90 7.62 x 39, serial # 9323450
- jj. New Haven 600 A 12GA, serial # H462853
- kk. Remington 870 12 GA, serial # T669796X
- ll. Rifle, SKS 7.62 x 39, serial # 16653
- mm. Rifle, SKS 7.62 x 39, serial # 002562
- nn. Rifle, KBI SA-85M 7.62 x 39, serial # SM17889
- oo. Rifle, SKS 7.62 x 39, serial # 003891
- pp. Savage 94 410, serial # P842290
- qq. Garcha 410, serial # 415741
- rr. Mossberg 500A 12 GA. Serial # K688377
- ss. Pistol, Colt 1911 .38 Super, serial # FR25137E
- tt. Revolver, Colt Frontier Seat .22LR, serial # 23311F
- uu. Revolver S&W .38, serial # 245911

- vv. Revolver, Dan Wesson .357 mag, serial # 38404
- ww. 12 GA IMP by Stoeger, serial # 412903
- xx. Pistol, Python 357 Magnum, serial # T81106
- yy. M-16, serial # 000647
- zz. Single bolt action, Italian carbine, serial # RT37
- aaa. Winchester 33, serial# 2086000
- bbb. Ruger 223, serial # 185-77181
- ccc. Sig Sauer 229, serial # AB22408

C. SUBSTITUTE ASSETS:

1. If any of the property described above as being subject to forfeiture, as a result of any act or omission of the Defendants --

- (a) cannot be located upon the exercise of due diligence;
- (b) has been transferred or sold to, or deposited with, a third person;
- (c) has been placed beyond the jurisdiction of the Court;
- (d) has been substantially diminished in value; or
- (e) has been commingled with other property which cannot be subdivided without difficulty;

it is the intent of the United States, pursuant to Title 21, United States Code, Section 853(p), as incorporated by 28 U.S.C. § 2461(c), to seek forfeiture of any other property of the said Defendant up to the value of the above described forfeitable property;

Pursuant to Title 18, United States Code, Section 981(a)(1)(C) and Title 28, United States Code, Section 2461(c).

William N. Nettles
 WILLIAM N. NETTLES (wjw)
 UNITED STATES ATTORNEY

87

Exhibit “F”

Wire Transfer Services

Outgoing Wire Transfer Request



Today's Date: 11/18/2022

Banker Name: YESICA CERVANTES

Banker Phone: 480/350-2412

Branch Number: 01835

Banker AII: 0006030

Wells Fargo Reference Number: 2458

Offices/Portfolio Number: B5745

Banker MAC: S4042-011

Outgoing wires can only be sent for Wells Fargo customers. Provide the Customer Copy to the customer ensuring you give them the Wire Transfer Agreement on pages 3 and 4. Note: Wells Fargo Wire Transfer Services will route wires based on correspondent banking relationships. See the Wire Transfer Information for explanations of the Mexican CLABE number, the SWIFT BIC, the International Routing Code ("IRC"), Indian Financial System Code (IFSC) and the International Bank Account Number ("IBAN").

Originator's Information

Originator Name:			Street Address:		
<u>KAMILLE R DEAN</u>			<u>4545 N 36TH ST STE 202</u>		
Primary ID Type:	Primary ID Description:		Address Line 2:		
<u>DLIC</u>	<u>D05636174</u>				
Primary ID St/Ctry/Prov:	Primary ID Issue Date:	Primary ID Expiration Date:	Address Line 3:		
<u>AZ</u>	<u>10/21/2022</u>	<u>07/14/2029</u>			
Secondary ID Type:	Secondary ID Description:		City:	State:	
<u>TOFN</u>	<u>Token ID</u>		<u>PHOENIX</u>	<u>AZ</u>	
Secondary ID State/Country:	Secondary ID Issue Date:	Secondary ID Expiration Date:	ZIP/Postal Code:	Country:	
	<u>NONE</u>	<u>NONE</u>	<u>85018-3474</u>	<u>US</u>	
Account Name:			Home Phone:	Business Phone:	
<u>LAW OFFICES OF KAMILLE DEAN, PC</u>				<u>602/516-5909</u>	

Wire Amount and Source of Funds

Create AII:	Amount (US Dollars):	Debit Wells Fargo Account:	Bank/COID:
<u>0006030</u>	<u>\$201,060.00</u>	<u>7960230022</u>	<u>0003B</u>

Beneficiary/Recipient Information (This is the ultimate recipient of the wire transfer funds)

Beneficiary/Recipient Name:	Name/Address Line 1:
<u>J AND J CONSULTING SERVICES INC</u>	
Beneficiary Account Number/IBAN (Foreign)/CLABE (Mexico):	Name/Address Line 2:
<u>9701650050</u>	
Purpose of Funds:	Name/Address Line 3:
<u>CASE NUMBER 22-CV-00612</u>	<u>PORTLAND, OR, US</u>
Additional Instructions:	Beneficiary Phone Number:
<u>GEOFF WINKLER NUMBER 570270</u>	

Customer Copy

Wire Transfer Services Only

Beneficiary Bank (This is the financial institution where the beneficiary maintains their account.)

ABA/BIN	SWIFT/BIC	Beneficiary Bank Name	State
[REDACTED]		EAST WEST BANK	CA
Beneficiary Bank Address	City	State	
	PASADENA	CA	

Additional Instructions:

Wire Fees

Wells Fargo wire transfer fees will be charged to the Originator's Debit Account. Wells Fargo Wire Transfer Fees are disclosed in your most recent Fee and Information Schedule and related amendments and, if applicable, on the Wells Fargo Combined Disclosure for Outgoing Consumer International Wires. Additional fees from intermediary and beneficiary banks may be charged to international transactions. My signature here indicates agreement to all of the information on this Outgoing Wire Transfer Request and to the terms and conditions of this request. Wells Fargo is authorized to rely on the information on this Request in making the requested funds transfer.

Wells Fargo Wire Fee Amount: \$30.00

Customer Signature

Originator Name: KAMILLE R DEAN

Originator Signature: [REDACTED]

Date: 11/18/2022

Submit manually
 Signature not required

Customer Copy

Exhibit “G”

Law Offices of

Maureen Jaroscak
1440 North Harbor Boulevard
Suite 900
Fullerton, California 92835
(714) 514-1317
maureenjaroscak@gmail.com

November 7, 2022

Ms. Kamille Dean
4545 N. 36th St.
Suite 202
Phoenix, Arizona 85018

Re: Unpaid Bill from Maureen Jaroscak
Unpaid Bill from Phil Escolar

Dear Ms. Dean:

We are writing to you because we have not been paid the \$63,000 which we have billed to you for our work in connection with the Securities Exchange Commission subpoenas to the various members of the Judd family. In addition, our co-counsel, Mr. Phil Escolar, has not been paid the \$23,700 which he billed to you for his work on this same matter. Pursuant to the Attorney-Client Agreements which you signed with Mr. Escolar and me on March 28, 2022, we are owed these payments within 30 days of billing, which expired on July 11, 2022, for Mr. Escolar and August 8, 2022 for our firm.

A. The Receiver's Interference with Our Attorney's Lien is Unlawful

We protest the conduct of Receiver Geoff Winkler in the case of *Securities Exchange Commission v. Beasley*, United States District Court, District of Nevada, Case No. 22 CV 0612 CDS, where he has demanded that you turn over to him the \$201,000 you received from your six (6) Clients and which you hold in your Trust Account. Mr. Escolar and I have Attorneys' Liens on these funds pursuant to our contracts with you. You are prohibited by law from distributing those funds to any person, business, or other entity unless and until our Attorneys' Liens are resolved and satisfied, and the Receiver's demand you violate that contractual and legal obligation is an unlawful interference with our contract and our prospective economic advantage which gives rise to Mr. Winkler's potential tort liability to us.

At the time we entered our contract with you, March 28, 2022, there was no case pending in the Nevada District Court, and there was no Receiver appointed. Mr. Escolar and I rendered our services in reliance on our Attorneys' Liens on the funds in your Trust Account without any knowledge the Receiver was in existence or that any person had made a claim against the funds held in your Account. Our Attorneys' Liens are first in time and have priority over any claim of any purported creditor or Receiver, and the Receiver's demand that you turn over the money to him against our wishes and in violation of our lien or he will hold you in Contempt of Court is legal blackmail.

We have not been paid for our legal services to you despite our having rendered services to you as an innocent bona fide purchaser and seller of our services for value. The failure to pay and resulting unreasonable delay is a direct result of the Receiver's improper damages against you. Both Mr. Escolar and I had no notice when we entered into our contracts with you on March 28, 2022, of the existence of any claims against the funds on which we have an Attorneys' Lien, and nothing in the work we performed gave us such notice. We provided services in California (Ms. Escolar provided services in Arizona) to respond to SEC Subpoenas issued from Utah without any knowledge of any taint or adverse claims against the funds in your Attorney Trust Account.

B. The Receiver Violated 28 U.S.C. Section 754

Once the *Beasley* case was filed, we rendered our services without any knowledge that the funds in your Trust Account were in any manner tainted or subject to that proceeding. We also rendered services in reliance upon the Receiver's failure to have filed Notice of his Receivership in Arizona as mandated by 28 U.S.C. sections 754. The prejudice to us because of that failure has been overwhelming.

We find the Receiver's claim that the Amendment to the Receivership Order he obtained on July 28, 2022, was a somehow Reappointment to be without merit. We had already provided our services to you by July 28, 2022, prior to the Amendment, and there was no notice, opportunity to be heard, or due process regarding reappointment where the prejudice his failure caused to us could be examined. The Amendment to the Receivership Order is not a Reappointment as mandated by the case law regarding section 754.

When the Receiver sought his Amended Order he failed to inform the Court of his failure to have filed Notice of his Receivership Proceeding in Arizona. Yet, he brought an Order to Show Cause re: Contempt against you on August 1, 2022, without disclosing that failure to you or to the Court. While the Receiver untimely filed his original June 6, 2022, Order of Appointment in Arizona on August 5, 2022, which was long past the mandatory 10-day period provided for in section 754, our work was long past performed, and the Receiver has never filed the Amendment in Arizona where the funds in your Trust Account are located.

C. The Receiver May Not Threaten Contempt to Obtain Your Trust Account Funds

The Receiver cannot take our security out of your Trust Account in violation of our Attorneys' Liens and contracts. Any Court issued Turn Over Order would violate our rights. The demand you turn over funds or face Contempt of Court is not only unlawful, but also it is not a writ of execution where we would be able to file third party claims based on our Attorneys' Liens. Rather, it is a surreptitious means of forcing you to violate your obligations to Mr. Escolar and me and interfere with our Attorneys' Liens.

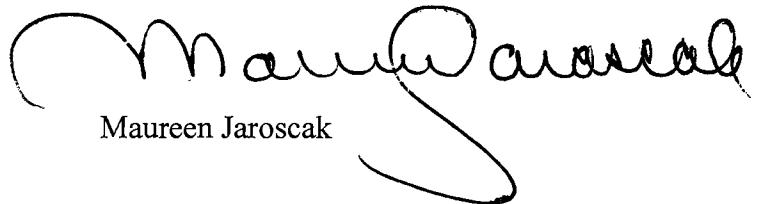
We demand you not distribute funds in violation of our rights and that the Receiver cease threatening you with Contempt of Court where you are placed in the untenable legal position of either violating Mr. Escobar and my rights, or complying with the Receiver's unlawful demands. Your obligations under the Rules of Professional Responsibility, Interpleader law, and our contracts where you face conflicting demands on your Trust Account funds are unambiguous. You are required to Interplead the funds and bring all potential claimants before the Court.

You have informed us that you wish to bring an Interpleader action in Arizona where there is jurisdiction over all of the parties and that you have requested Leave of Court from the Receivership Court to do so. We agree. I have no minimum contacts with the State of Nevada, and the Receiver may not bring any claim against me in Nevada regarding the funds in your Arizona Trust Account not only because of the absence of personal jurisdiction, but also because of the absence of subject matter jurisdiction for his failure to comply with section 754.

D. Your Proposed Interpleader Action is the Only Means to Resolve All Claim

We request you inform the Court of our position regarding this matter and our demand that the Receiver's claim be adjudicated in an Interpleader action you have told us you will file naming all potential claimants to the funds in your Trust Account. The Receiver cannot accomplish such a resolution of our claims and the claims of your other Clients who also demand the funds in your Trust Account not be distributed. Rather, the Interpleader proceeding you have requested is the only proceeding where there would be subject matter and personal jurisdiction over all of the claimants in Arizona, and it is the only proceeding where there would be a full, fair, and comprehensive resolution of the claims regarding your Trust Account.

Very truly yours,

A handwritten signature in black ink, appearing to read "Maureen Jaroscak", with a large, sweeping flourish extending from the end of the name.

Maureen Jaroscak

MPJ:ma