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14 UNITED STATES DISTRICT COURT
15 DISTRICT OF NEVADA

17 SECURITIES AND EXCHANGE
18 COMMISSION,

19 Plaintiff,

20 vs.

21 MATTHEW WADE BEASLEY, *et al.*,

22 Defendants,

23 THE JUDD IRREVOCABLE TRUST, *et al.*,

24 Relief Defendants.

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

**STIPULATION AND [PROPOSED] ORDER
AUTHORIZING THE SALE OF REAL
PROPERTIES AT 5475 RUFFIAN ROAD,
LAS VEGAS, NEVADA AND 2.5 AC – NWC
RUFFIAN ROAD AND W. HAMMER
LANE, LAS VEGAS, NEVADA**

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1 The following Stipulation and [Proposed] Order (the “Stipulation”) regarding the sale of the
2 real property located at 5475 Ruffian Road, Las Vegas, Nevada, and bearing the legal description
3 appended hereto as **Exhibit A** (the “Ruffian House”), and 2.5 AC – NWC Ruffian Road and W.
4 Hammer Lane, Las Vegas, Nevada, and bearing the legal description appended hereto as **Exhibit B**
5 (the “Ruffian Land”), Geoff Winkler (the “Receiver”), the Court-appointed receiver in the above-
6 entitled action, and the plaintiff Securities and Exchange Commission (the “Commission”), by and
7 through their respective representatives, and with respect to the following facts:

8 1. The Receiver was appointed on June 3, 2022 pursuant to this Court's Order
9 Appointing Receiver [ECF No. 88] which was amended on July 28, 2022 [ECF 207] (collectively
10 the “Appointment Order”). Pursuant to the Appointment Order, the Receiver was appointed as the
11 federal equity receiver for, among other entities, J&J Consulting Services, Inc., a Nevada
12 corporation (“Seller”);

13 2. The Appointment Order required the turnover of certain personal and real property
14 to the Receiver including but not limited to the Ruffian House and the Ruffian Lan (collectively, the
15 “Properties”). The Properties were transferred to Seller in accordance with the Appointment Order.

16 3. The buyers of the Ruffian Land, Michael Ascunsion and Tokumba Britt (together,
17 "Land Buyer") have agreed to purchase the Ruffian Land for the sum of \$500,000 in accordance
18 with a Vacant Land Purchase Agreement dated November 22, 2022 (the “Land RSA”). Per the
19 Land RSA, the Land Buyer has deposited \$7,500.00 into an escrow established at Stewart Title (the
20 “Land Escrow”), pursuant to that escrow agreement dated November 23, 2022, as an earnest money
21 deposit.

22 4. The buyer of the Ruffian House, Christine Harper-Shene (“House Buyer”), has
23 agreed to purchase the Ruffian House for the sum of \$1,599,000 in accordance with the Residential
24 Purchase Agreement dated November 22, 2022, (the “House RSA”). Per the terms of the House
25 RSA, House Buyer has deposited \$20,000 into an escrow established at Stewart Title (the “House
26 Escrow”), pursuant to that escrow agreement dated November 23, 2022, as an earnest money
27 deposit.

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1 5. The House Buyer, Land Buyer, Seller, and the Receiver have agreed that all proceeds
2 of the foregoing sales shall be transmitted from the Land Escrow and the House Escrow (collectively
3 the “Escrows”) to the Seller, via wire transfer, immediately upon the closing of the sales. It is
4 anticipated that the sales will close within thirty (30) days of the District Court's approval of this
5 Stipulation. The Receiver believes that the offer represents fair market value for the Ruffian Land
6 and Ruffian House.

7 6. Defendant Matthew Beasley and Paula Beasley voluntarily signed the deed
8 transferring the Properties to the Seller and consent to the sale. Attached hereto as **Exhibit C** and **D**
9 are copies of the grant deeds reflecting the transfer. (*See also* ECF Dkt No. 442) (order authorizing
10 transfer of properties from the Beasleys to Seller).

11 7. The Receiver is seeking to close the sale via this Stipulation in lieu of a receiver's
12 auction process because of changes and uncertainties in the real estate marketplace jeopardize the
13 sale of the Properties, and the recovery of the maximum sale proceeds for the benefit of the
14 receivership estate in the immediate term. In most cases, transfers of title from the defendants to
15 the Receiver are necessary in order for the Receiver to conduct the auctions contemplated by 28
16 U.S.C. 2001, and the sales procedures already approved by this Court (which include sale pursuant
17 to stipulation, in certain circumstances). However, delays in connection with the closing of the sale
18 that result from the auction process and the time required by the title company to underwrite title
19 policies have created untenable delays that could result in the buyers walking away from the sale.

20 8. The Receiver and the real estate broker believe that delays in the closing beyond the
21 timing contemplated by the Land RSA and House RSA will jeopardize the sales. As noted above,
22 the market is deteriorating as a result of, among other things, the extraordinary rise in mortgage rates
23 over the past six months. It is possible that if these sales do not close, the Properties may remain on
24 the market through the winter and into spring.

25 9. After payment of closing costs and brokers' commissions, as reflected in the Land
26 RSA and House RSA, all sale proceeds from the sale of the respective Properties shall be wired
27 directly to the Seller from the Escrows, as provided above. It is estimated that the net proceeds of
28 the sales, which will be wired from the Escrows to the Seller, will be approximately \$1,743,433.84.

1 10. Based upon the time that the Properties have been on the market, the terms of the
2 offers and the anticipated market conditions for homes and raw land in these price ranges, the
3 Receiver, Seller and the Commission have agreed to the immediate sale of the Properties to the
4 buyers on the terms set forth in the Land RSA and House RSA.

5 11. Accordingly, in light of the unique facts and circumstances surrounding the proposed
6 sale of the Properties including but not limited to the limited market for an “as is” sale of real
7 property, the all-cash terms of the sale, as well as the Receiver's concerns that failing to immediately
8 move forward with this sale may lead to the receipt of significantly less recovery for the receivership
9 estate, the undersigned parties believe this Stipulation is necessary, and in the best interest of all
10 parties and the receivership estate. Therefore, the undersigned agree that it is appropriate to waive
11 any requirements imposed by 28 U.S.C. § 2001, *et. seq.* to the extent they are applicable to the offer,
12 the Land RSA and House RSA and the proposed sale.

13 **ACCORDINGLY, IT IS HEREBY STIPULATED AND AGREED** by and between the
14 undersigned counsel that:

15 A. Seller may sell the Properties pursuant to the offers reflected in the Land RSA and
16 the House RSA;

17 B. The deposits received relating to the Land RSA and the House RSA shall be
18 immediately delivered to the Seller; and

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1 C. Following the District Court's approval of this Stipulation, on the Closing Date
2 reflected in the Land RSA and the House RSA, that the net proceeds of the sales shall be wired
3 directly from Land Escrow and the House Escrow to the Seller.

4 DATED this 27th day of January, 2023

DATED this 27th day of January, 2023

5 **GREENBERG TRAURIG, LLP**

**SECURITIES & EXCHANGE
COMMISSION**

6
7 By: /s/ Kara B. Hendricks

By: /s/ Casey R. Fronk

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ORDER

IT IS HEREBY ORDERED that:

A. Seller may sell the Properties pursuant to the terms of the Land RSA and House RSA.

B. The deposit received by the escrows pursuant to the Land RSA and the House RSA shall be immediately delivered to the Seller; and

C. Upon the Closing of the sale of the Ruffian Land and the Ruffian House pursuant to the Land RSA and the House RSA, all of the net sale proceeds shall be wired directly from the Land Escrow and the House Escrow to the Seller.

IT IS SO ORDERED.

Dated: _____

HON. CRISTINA D. SILVA
Judge, United States District Court

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INDEX OF EXHIBITS	
EXHIBIT	DESCRIPTION
Exhibit A	Legal Description (5475 Ruffian Road, Las Vegas, NV)
Exhibit B	Legal Description (2.5 Acres NWC Ruffian Road and W. Hammer Lane)
Exhibit C	Grant Deed (5475 Ruffian Road, Las Vegas, NV)
Exhibit D	Grant Deed (2.5 Acre NWC Ruffian Road and W. Hammer Lane)