

1 Jarrod L. Rickard, Bar No. 10203
jlr@skrlawyers.com
2 Katie L. Cannata, Bar No. 14848
klc@skrlawyers.com
3 SEMENZA KIRCHER RICKARD
10161 Park Run Drive, Suite 150
4 Las Vegas, Nevada 89145
Telephone: (702) 835-6803
5 Facsimile: (702) 920-8669

6 David R. Zaro (admitted *pro hac vice*)
dzaro@allenmatkins.com
7 Joshua A. del Castillo (admitted *pro hac vice*)
jdelcastillo@allenmatkins.com
8 Matthew D. Pham (admitted *pro hac vice*)
mpham@allenmatkins.com
9 ALLEN MATKINS LECK GAMBLE
MALLORY & NATSIS LLP
10 865 South Figueroa Street, Suite 2800
Los Angeles, California 90017-2543
11 Telephone: (213) 622-5555
Facsimile: (213) 620-8816

12 *Attorneys for Receiver Geoff Winkler*

Kara B. Hendricks, Bar No. 07743
hendricksk@gtlaw.com
Jason K. Hicks, Bar No. 13149
hicksja@gtlaw.com
Kyle A. Ewing, Bar No. 014051
ewingk@gtlaw.com
GREENBERG TRAUIG, LLP
10845 Griffith Peak Drive, Suite 600
Las Vegas, Nevada 89135
Telephone: (702) 792-3773
Facsimile: (702) 792-9002

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
PROPERTY AT 8 TWISTED ROCK
COURT, HENDERSON, NEVADA WITH
PROCEEDS FROM SALE TO BE
TRANSFERRED FROM ESCROW
DIRECTLY TO THE RECEIVER**

1 The following Stipulation and [Proposed] Order (the "Stipulation") regarding the sale of
2 the real property located at 8 Twisted Rock Court, Henderson, Nevada and bearing the legal
3 description appended hereto as **Exhibit A** (the "Property"), with proceeds from the sale to be
4 transferred from escrow directly to Geoff Winkler (the "Receiver"), the Court-appointed receiver
5 in the above-entitled action, is made by and between the Receiver and the plaintiff Securities and
6 Exchange Commission (the "Commission"), on the one hand, and Defendants Jeffrey J. Judd and
7 Jennifer R. Judd, Trustees of the Judd Nevada Trust dated December 15, 2020 (collectively
8 "Seller"), on the other hand, by and through their respective representatives, and with respect to
9 the following facts:

10 The Receiver was appointed on June 3, 2022 pursuant to this Court's Order Appointing
11 Receiver [ECF No. 88] which was amended on July 28, 2022 [ECF 207] (collectively the
12 "Appointment Order");

13 Among other things, the Appointment Order required the turnover of certain personal and
14 real property to the Receiver, including the Property.

15 The proposed buyer, Studio Summit, LLC, a Nevada limited liability company¹ ("Buyer"),
16 has agreed to purchase the Property for the sum of \$1,950,000 in accordance with that Vacant
17 Land Purchase Agreement dated February 6, 2023, as amended by Counter Offer No. 2, dated
18 February 9, 2023 (together the "PSA"). Buyer has deposited \$75,000 into the escrow established
19 at Stewart Title (the "Escrow"), pursuant to that escrow agreement dated February 6, 2023, as an
20 earnest money deposit. Buyer, Seller, and the Receiver have agreed that the proceeds of the sale
21 shall be transmitted from Escrow to the Receiver, via wire transfer, immediately upon the closing
22 of the sale. It is anticipated that the sale will close within 30 days of the District Court's approval
23 of this Stipulation. The Receiver and Seller believe and agree that the offer represents fair market
24 value for the Property.

25 Seller has agreed that, after payment of closing costs and brokers' commissions, as
26 specifically reflected in the PSA, all sale proceeds from the sale of the Property shall be wired
27

28 ¹ The PSA identified Noah Nehlich or his nominee as the buyer. Mr. Nehlich has identified Studio Summit, LLC, as his "nominee."

1 directly to the Receiver from Escrow, as provided for in Paragraph 3, above. It is estimated that
2 the net proceeds of the sale which will be wired from the Escrow to the Receiver will be
3 approximately \$1,822,063.79.

4 Based upon the time that the Property has been on the market, the terms of the Buyer's
5 offer, and the anticipated market conditions impacting the sale price of homes in this price range,
6 the Receiver, Seller and the Commission have agreed to the immediate sale to Buyer on the terms
7 set forth in the PSA.

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

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

- 18 A. Seller may sell the Property pursuant to the offer reflected in the PSA;
- 19 B. The deposit received relating to the PSA be immediately delivered to the Receiver;
20 and
- 21 C. Following the District Court's approval of this Stipulation, on the Closing Date
22 reflected in the PSA, that the net proceeds of the sale shall be wired directly from
23 Escrow to the Receiver.

24 ///

25 ///

26 ///

27

28

1 DATED this 3rd day of March, 2023.

DATED this 3rd day of March, 2023.

2 GREENBERG TRAUERIG, LLP

SECURITIES & EXCHANGE COMMISSION

3 By: /s/ Kara B. Hendricks
4 KARA B. HENDRICKS, Bar No. 07743
5 JASON K. HICKS, Bar No. 13149
6 KYLE A. EWING, Bar No. 014051

By: /s/ Casey Fronk
TRACY S. COMBS, ESQ.
(California Bar No. 298664)
CASEY R. FRONK, ESQ.
(Illinois Bar No. 6296535) 351 South West
Temple, Suite 6.100
Salt Lake City, Utah 84101
Tel: (810) 524-5796
Fax: (810) 524-3558

7 JARROD L. RICKARD, Bar No. 10203
8 KATIE L. CANNATA, Bar No. 14848
9 **SEMENZA KIRCHER RICKARD** 10161
10 Park Run Drive, Suite 150
11 Las Vegas, Nevada 89145
12 Telephone: (702) 835-6803
13 Facsimile: (702) 920-8669

14 DAVID R. ZARO*
15 JOSHUA A. del CASTILLO* MATTHEW
16 D. PHAM*

17 *admitted pro hac vice
18 **ALLEN MATKINS LECK GAMBLE**
19 **MALLORY & NATSIS LLP**
20 865 South Figueroa Street
21 Suite 2800
22 Los Angeles, California 90017-2543
23 Telephone: (213) 622-5555
24 Facsimile: (213) 620-8816
25 *Attorneys for Receiver Geoff Winkler*

26 DATED this 1st day of March, 2023.

27 By: 
28 JEFFREY J. JUDD (*Trustee for Judd Nevada Trust*)

By: 
JENNIFER R. JUDD (*Trustee for Judd Nevada Trust*)

CERTIFICATE OF SERVICE

I hereby certify that on **March 3, 2023**, I caused the foregoing document to be electronically filed with the Clerk of the Court using the CM/ECF system, which will send notification of such filing to the CM/ECF participants registered to receive such service.

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

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

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

LIST OF EXHIBITS	
EXHIBIT	DESCRIPTION
Exhibit A	Legal Description (8 Twisted Rock Court, Henderson, Nevada)

EXHIBIT A

EXHIBIT A

Legal Description

EXHIBIT "A"

LEGAL DESCRIPTION

File No.: 1853362

Lot One Hundred Seventy (170) in Block Six (6) of AMENDED MAP OF ASCAYA (FKA CRYSTAL RIDGE) PHASE 1 as shown by map thereof on file in Book 141 of Plats, Page 92, and amended by that certain Certificate of Amendment recorded October 14, 2014 in Book 20141014 as Instrument No. 00868 in the Office of the County Recorder of Clark County, Nevada.