

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

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

Attorneys for Receiver Geoff Winkler

14 **UNITED STATES DISTRICT COURT**
 15 **DISTRICT OF NEVADA**

17 SECURITIES AND EXCHANGE
 COMMISSION,
 18
 Plaintiff,
 19
 vs.
 20 MATTHEW WADE BEASLEY, *et al.*,
 21
 Defendants,
 22 THE JUDD IRREVOCABLE TRUST, *et al.*,
 23
 Relief Defendants.
 24

Case No. 2:22-cv-00612-CDS-EJY
**STIPULATION AND [PROPOSED] ORDER
 AUTHORIZING THE SALE OF REAL
 PROPERTY LOCATED AT 2.5 AC – NWC
 RUFFIAN ROAD AND “W. HAMMER
 LANE, LAS VEGAS, NEVADA**

25 The following Stipulation and [Proposed] Order (the “Stipulation”) concerns the sale of the
 26 real property identified as and located at 2.5 AC – NWC Ruffian Road and W. Hammer Lane, Las
 27 Vegas, Nevada, and bears the legal description appended hereto as **Exhibit A** (the “Ruffian Land”).
 28 This Stipulation, by and between Geoff Winkler the Court-appointed receiver (the “Receiver”), in

1 the above-entitled action, and the plaintiff Securities and Exchange Commission (the
2 “Commission”), by and through their respective representatives, arises out of the following facts:

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

8 2. The Appointment Order required the turnover of certain personal and real property
9 to the Receiver including but not limited to the Ruffian Land. The Ruffian Land was transferred to
10 Seller in accordance with the Appointment Order.

11 3. On January 30, 2023, the Court entered an order allowing for the sale of the Ruffian
12 Land to a third party (ECF No. 449). Unfortunately, the proposed buyer decided not to move forward
13 with the purchase due to delays associated the sale process, thus necessitating the re-listing of the
14 Ruffian Land.

15 4. The Receiver has identified a new buyer for the Ruffian Land. The Rampe Family
16 Revocable Living Trust (“Buyer”), has agreed to purchase the Ruffian Land for the sum of \$500,000
17 in accordance with a Vacant Land Purchase Agreement, executed on February 16, 2023, as amended
18 by that Counter Offer No. 1, executed by the parties on February 17, 2023 and Addendum No. 1
19 dated February 27, 2023 (together, the “Land RSA”). Per the Land RSA, the Buyer has deposited
20 \$40,000.00 into an escrow established at Stewart Title (the “Escrow”), pursuant to that escrow
21 agreement dated November 22, 2022, as an earnest money deposit.

22 5. The Buyer, Seller, and the Receiver have agreed that all proceeds of the foregoing
23 sale shall be transmitted from the Escrow to the Seller, via wire transfer, immediately upon the
24 closing of the sale. It is anticipated that the sale will close within 30 days of the District Court's
25 approval of this Stipulation. The Receiver believes that the offer represents fair market value for the
26 Ruffian Land.

27 6. Defendant Matthew Beasley and Paula Beasley voluntarily signed the deed
28 transferring the Ruffian Land to the Seller. Attached hereto as **Exhibit B** is a copy of the grant deed

1 reflecting the transfer and the Beasley's consent to the sale. (See also, ECF No. 442)

2 7. The Receiver is seeking to close the sale of the Ruffian Land via this Stipulation in
3 lieu of a receiver's auction process because changes and uncertainties in the real estate marketplace
4 have jeopardized the sale of the subject property, and recovery of the maximum sale proceeds for
5 the benefit of the receivership estate in the immediate term. In most cases, transfers of title from the
6 defendants to the Receiver are necessary in order for the Receiver to conduct the auctions
7 contemplated by 28 U.S.C. 2001, and the sales procedures already approved by this Court (which
8 include sales pursuant to stipulation, in certain circumstances). However, further delays in
9 connection with the closing of the sale that result from the auction process and the time required by
10 the title company to underwrite title policies may create untenable delays that could result in the
11 Buyer walking away from the sale.

12 8. The need to avoid delays in this particular property is exemplified by the loss of the
13 previously proposed buyer of the Ruffian Land. The Receiver and the real estate broker believe that
14 delays in the closing beyond the timing contemplated by the Land RSA will jeopardize the sale. As
15 noted above, the market is deteriorating as a result of, among other things, the extraordinary rise in
16 mortgage rates over the past six months. It is possible that if the sale does not close, the Ruffian
17 Land may remain on the market through the spring and into summer.

18 9. After payment of closing costs and brokers' commissions, as reflected in the Land
19 RSA, all sale proceeds from the sale of the Ruffian Land shall be wired directly to the Seller from
20 the Escrow, as provided above. It is estimated that the net proceeds of the sale, which will be wired
21 from the Escrow to the Seller, will be approximately \$497,068.00.

22 10. Based upon the time that the Ruffian Land has been listed and on the market, the
23 terms of the offer and the anticipated market conditions for raw land in this price range, the Receiver,
24 Seller and the Commission have agreed to the immediate sale of the Ruffian Land to the Buyer on
25 the terms set forth in the Land RSA.

26 11. Accordingly, in light of the unique facts and circumstances surrounding the proposed
27 sale of the Ruffian Land including but not limited to the limited market for an "as is" sale of real
28 property, the all-cash terms of the sale, as well as the Receiver's concerns that failing to immediately

1 move forward with this sale may lead to the receipt of significantly less recovery for the receivership
2 estate, the undersigned parties believe this Stipulation is necessary, and in the best interest of all
3 parties and the receivership estate. Therefore, the undersigned agree that it is appropriate to waive
4 any requirements imposed by 28 U.S.C. § 2001, *et. seq.* to the extent they are applicable to the offer,
5 the Land RSA and the proposed sale.

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

8 A. Seller may sell the Ruffian Land pursuant to the offer reflected in the Land RSA;

9 B. The deposit received relating to the Land RSA shall be immediately delivered to the
10 Seller; and

11 C. Following the District Court's approval of this Stipulation, on the Closing Date
12 reflected in the Land RSA, the net proceeds of the sales shall be wired directly from the Escrow to
13 the Seller.

14 DATED this 3rd day of March 2023
15 GREENBERG TRAURIG, LLP

DATED this 3rd day of March 2023
SECURITIES & EXCHANGE COMMISSION

16
17 By: /s/ Kara B. Hendricks
18 KARA B. HENDRICKS, Bar No. 07743
19 JASON K. HICKS, Bar No. 13149
20 KYLE A. EWING, Bar No. 014051
21 JARROD L. RICKARD, Bar No. 10203
22 KATIE L. CANNATA, Bar No. 14848
SEMENZA KIRCHER RICKARD
10161 Park Run Drive, Suite 150
Las Vegas, Nevada 89145

By: /s/ Casey R. Fronk
TRACY S. COMBS, ESQ.
(California Bar No. 298664)
CASEY R. FRONK, ESQ.
(Illinois Bar No. 6296535) 351 South West
Temple, Suite 6100
Salt Lake City, Utah 84101
Tel: (810) 524-5796
Fax: (810) 524-3558

23 DAVID R. ZARO*
24 JOSHUA A. del CASTILLO*
25 MATTHEW D. PHAM*
26 *admitted pro hac vice
27 ALLEN MATKINS LECK GAMBLE
28 MALLORY & NATSIS LLP
865 South Figueroa Street, Suite 2800
Los Angeles, California 90017-2543
Attorneys for Receiver Geoff Winkler

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

IT IS HEREBY ORDERED that:

A. Seller may sell the Ruffian Land pursuant to the terms of the Land RSA.

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

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

IT IS SO ORDERED.

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

DATED this _____ day of March 2023

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

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

INDEX OF EXHIBITS	
EXHIBIT	DESCRIPTION
Exhibit A	Legal Description (2.5 Acres NWC Ruffian Road and W. Hammer Lane)
Exhibit B	Grant Deed (2.5 Acre NWC Ruffian Road and W. Hammer Lane)

EXHIBIT A

EXHIBIT A

Legal Description

EXHIBIT "A"
LEGAL DESCRIPTION

File No.: 1855159

The Southeast Quarter (SE 1/4) of the Southwest Quarter (SW 1/4) of the Northeast Quarter (NE 1/4) of the Northeast Quarter (NE1/4) of Section 36, Township 19 South, Range 59 East, M.D.M.

EXHIBIT B

EXHIBIT B

Grant Deed

A.P.N. No.:	126-36-501-017
R.P.T.T.	\$2,550.00
File No.:	1855159-2 KHE
Recording Requested By:	
Stewart Title Company	
Mail Tax Statements To:	<i>Same as below</i>
When Recorded Mail To:	
J & J Consulting Services, Inc.	
715 NW Hoyt Street Ste 4364	
Portland, OR 97208	

GRANT, BARGAIN, SALE DEED

THIS INDENTURE WITNESSETH: That

Matthew Beasley and Paula Beasley, husband and wife as joint tenants

for valuable consideration, the receipt of which is hereby acknowledged, does hereby Grant, Bargain, Sell and Convey to

J & J Consulting Services, Inc.,

all that real property situated in the County of Clark, State of Nevada, bounded and described as follows:

See Exhibit "A" attached hereto and made a part hereof.

*SUBJECT TO:

1. Taxes for the fiscal year;
2. Reservations, restrictions, conditions, rights, rights of way and easements, if any of record on said premises.
3. [Enter Data]

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and any reversions, remainders, rents, issues or profits thereof.

SIGNATURES AND NOTARY ON PAGE 2
THIS GRANT BARGAIN SALE DEED MAY BE SIGNED IN COUNTERPART.

Dated: _____

[Signature]
Matthew Beasley

[Signature]
Paula Beasley

State of Nevada)
County of WV) ss

This instrument was acknowledged before me on the 18 day of January, 2023
By: Matthew Beasley

Signature: [Signature]
Notary Public

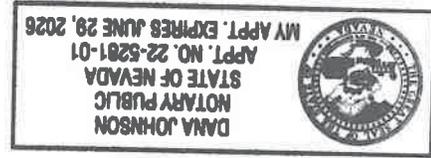


My Commission Expires: 02-19-2026

State of Nevada)
County of Clark) ss

This instrument was acknowledged before me on the 21st day of January, 2023
By: Paula Beasley

Signature: [Signature]
Notary Public



My Commission Expires: 6/29/2026

EXHIBIT "A"
LEGAL DESCRIPTION

The Southeast Quarter (SE 1/4) of the Southwest Quarter (SW 1/4) of the Northeast Quarter (NE 1/4) of the Northeast Quarter (NE1/4) of Section 36, Township 19 South, Range 59 East, M.D.M.

**STATE OF NEVADA
DECLARATION OF VALUE FORM**

1. Assessor Parcel Number(s)

- a) 126-36-501-017
- b) _____
- c) _____
- d) _____

2. Type of Property:

- a. Vacant Land
- b. Single Fam. Res.
- c. Condo/Twnhse
- d. 2-4 Plex
- e. Apt. Bldg.
- f. Comm'l/Ind'l
- g. Agricultural
- h. Mobile Home
- Other _____

FOR RECORDERS OPTIONAL USE ONLY	
Book _____	Page: _____
Date of Recording: _____	
Notes: _____	

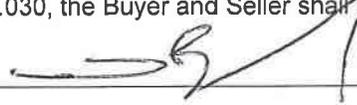
- 3. a. Total Value/Sales Price of Property \$ 500,000.00
- b. Deed in Lieu of Foreclosure Only (value of property) ()
- c. Transfer Tax Value: \$ 500,000.00
- d. Real Property Transfer Tax Due \$ 2,550.00

4. **If Exemption Claimed:**

- a. Transfer Tax Exemption per NRS 375.090, Section _____
- b. Explain Reason for Exemption: _____

5. Partial Interest: Percentage being transferred: _____%

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month. Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature  Capacity Grantor

Signature _____ Capacity Grantee

SELLER (GRANTOR) INFORMATION
(REQUIRED)

Print Name: Matthew Beasley and Paula Beasley
 Address: 715 NW Hoyt Street #4364
 City: Portland
 State: OR Zip: 97208

BUYER (GRANTEE) INFORMATION
(REQUIRED)

Print Name: J & J Consulting Services, Inc.
 Address: 715 NW Hoyt Street Ste 4364
 City: Portland
 State: OR Zip: 97208

COMPANY/PERSON REQUESTING RECORDING (required if not seller or buyer)

Print Name: Stewart Title Company Escrow # 1855159-2 KHE
 Address: 7251 W Lake Mead Blvd, Suite 350
 City: Las Vegas State: NV Zip: 89128

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

AFFIDAVIT AND CONSENT

State of *Nevada*)
) ss.
County of *Nye*)

Matthew Beasley and Paula Beasley of legal age, being first duly sworn, deposes and says:

THAT they are the identical parties, who made, executed and delivered that certain deed to grantee J & J Consulting Services, Inc. dated January 12, 2023; exhibit A attached hereto;

THAT said deed is intended to be and is an absolute conveyance of the title to said property to the grantees named therein, and was not and is not now intended as a mortgage, trust conveyance or security of any kind;

THAT it was the intention of the affiant(s) as grantor(s) in said deed to convey, and by said deed these affiant(s) did convey, to the grantee(s) therein, all their right, title and interest absolutely in and to said property and that possession of said property has been surrendered to the grantee(s);

THAT in the execution and delivery of said deed affiant(s) was not acting under misapprehension as to the effect thereof, and acted freely and voluntarily and was not acting under coercion or duress;

THAT the consideration for said deed was and is payment to the affiant(s) of the sum of \$350,000.00 by the grantee;

THAT at the time of making said deed affiant(s) believed and now believe that the aforesaid consideration therefore represented the fair value of said property;

THAT this affidavit is made for the protection and benefit of the grantees in said deed their successors and assigns, and all other parties hereafter dealing with or who may acquire an interest in said property and particularly for the benefit of Stewart Title Company, which is about to insure the title to said property in reliance thereon, and any other title company which may hereafter insure the title to said property;

THAT affiant(s) will testify, declare, depose or certify before any competent tribunal, officer or person, in any case now pending or which may hereafter be instituted to the truth of the particular facts set forth above.

Matthew Beasley Paula Beasley

State of Nevada)
) ss.
County of Nye)

This instrument was acknowledged before me on 16 day of January, 2023.

By: Matthew Beasley

Signature: Kathleen Neilson
Notary Public



State of Nevada)
) ss.
County of Clark)

This instrument was acknowledged before me on 21st day of January, 2023.

By: Paula Beasley

Signature: Dana Johnson
Notary Public

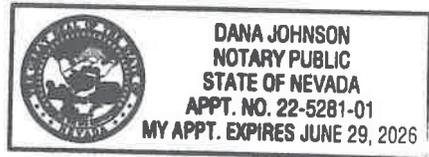


EXHIBIT "A"
LEGAL DESCRIPTION

File No.: 1855159-2

The Southeast Quarter (SE 1/4) of the Southwest Quarter (SW 1/4) of the Northeast Quarter (NE 1/4) of the Northeast Quarter (NE1/4) of Section 36, Township 19 South, Range 59 East, M.D.M.