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15 *J&J Consulting Services, Inc., J&J Consulting*  
*Services, Inc., J and J Purchasing LLC,*  
*The Judd Irrevocable Trust, and BJ Holdings LLC*

16 **IN THE UNITED STATES DISTRICT COURT**  
17 **FOR THE DISTRICT OF NEVADA**

18 SECURITIES AND EXCHANGE  
19 COMMISSION,

20 Plaintiff,

21 vs.

22 MATTHEW WADE BEASLEY; et al.,

23 Defendants,

24 THE JUDD IRREVOCABLE TRUST, et al.,

25 Relief Defendants.

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CASE NO. 2:22-cv-00612-CDS-EJY

**STIPULATION AND [PROPOSED]  
ORDER AUTHORIZING THE SALE OF  
REAL PROPERTY LOCATED AT 2701  
W. 390 N., HURRICANE, UTAH 84737**

26 The following Stipulation and [Proposed] Order (the “Stipulation”) regarding the sale of the  
27 real property located at 2701 W. 390 N., Hurricane, Utah 84737, and bearing the legal description  
28 appended hereto as **Exhibit A** (the “Property”) is entered into by and between Geoff Winkler (the

1 “Receiver”), the Court-appointed receiver in the above-entitled action, and the plaintiff Securities  
2 and Exchange Commission (the “Commission”), by and through their respective representatives,  
3 and with respect to the following facts:

4 1. The Receiver was appointed on June 3, 2022 pursuant to this Court’s Order  
5 Appointing Receiver [ECF No. 88] which was amended on July 28, 2022 [ECF 207] (collectively,  
6 the “Appointment Order”). Among other things, and by way of the Appointment Order, the  
7 Receiver was appointed as receiver over defendant J&J Consulting Services, Inc.;

8 2. The Appointment Order required the turnover of certain personal and real property  
9 to the Receiver including but not limited to the Property which was transferred to J&J Consulting  
10 Services Inc. (hereinafter, “Seller”) via Quit Claim Deed on March 30, 2023 from Christopher Ronn  
11 Humphries and Jessica Allison Humphries, Trustees of the CJ Humphries Living Trust dated  
12 September 20, 2007 and any amendments thereto;

13 3. The Receiver has been authorized to market the Property for sale, and to collect the  
14 net proceeds from the sale of the Property as provided for herein;

15 4. The buyer of the Property, Erik Hughes (“Buyer”), has agreed to purchase the  
16 Property for the sum of \$435,000, in accordance with the terms of the Residential Purchase  
17 Contract, Addenda, and associated materials (the “RPA”) collectively attached hereto as **Exhibit B**.  
18 Pursuant to the RPA, the Buyer has deposited \$5,000 into an escrow established at Southern Utah  
19 Title Company (the “Escrow”), pursuant to an escrow agreement dated June 6, 2023, as an earnest  
20 money deposit;

21 5. The Receiver, the Seller, and the Buyer agree and acknowledge that all proceeds of  
22 the foregoing sales shall be transmitted from the Escrow to the Receiver, via wire transfer,  
23 immediately upon the closing of the sale of the Property. It is anticipated that the sales will close  
24 within thirty (30) days of the District Court’s approval of this Stipulation. The Receiver believes  
25 that the Buyer’s offer represents fair market value for Property;

26 6. The Receiver is seeking to close the sale via this Stipulation in lieu of title  
27 assignment and receiver’s auction process because of changes and uncertainties in the real estate  
28 marketplace jeopardize the sale of the Property, and the recovery of the maximum sale proceeds

1 for the benefit of the receivership estate in the immediate term. Indeed, the Receiver has already  
2 lost a number of prospective buyers for the Property, none of whom were able to secure necessary  
3 financing or waive all contingencies, making it impossible for the Receiver to commence or  
4 complete the auction procedures required under 28 U.S.C. § 2001, and the sales procedures already  
5 approved by this Court (which include sale pursuant to stipulation, in certain circumstances).  
6 Moreover, the Receiver has determined, in his reasonable business judgment, that delays in  
7 connection with the closing of the sale that could result from an auction process and the time  
8 required by a title company to underwrite new a title policy could result in the Buyer rescinding its  
9 offer to purchase the Property. The Buyer has indicated that he has secured the financing necessary  
10 to close the purchase of the Property, and has waived all sale contingencies;

11 7. The Receiver and his real estate broker believe that delays in the closing beyond the  
12 timing contemplated by the RPA will jeopardize the sale of the Property. In the Receiver's view,  
13 the market is deteriorating as a result of, among other things, the rise in mortgage rates over the  
14 past year and economic uncertainty associated with the real estate market as a whole. It is possible  
15 that if the sale does not close, the Property may remain on the market for months without an equal  
16 or superior offer to purchase being secured;

17 8. After payment of closing costs and brokers' commissions, as reflected in the RPA,  
18 all sale proceeds from the sale of the Property shall be wired directly to the Receiver from the  
19 Escrow, as provided above. It is estimated that the net proceeds of the sales, which will be wired  
20 from the Escrow to the Receiver, will be approximately \$409,232.34;

21 9. Accordingly, in light of the unique facts and circumstances surrounding the  
22 proposed sale of the Property, including but not limited to increasing interest rates, an uncertain  
23 real estate market, the Buyer's ability to secure financing and his having waived all purchase  
24 contingencies, as well as the Receiver's concerns that failing to immediately move forward with  
25 this sale may lead to the receipt of significantly less recovery for the receivership estate, the  
26 undersigned parties believe this Stipulation is necessary, and in the best interest of all parties and  
27 the receivership estate. Therefore, the undersigned agree that it is appropriate to waive any  
28

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1 requirements imposed by 28 U.S.C. § 2001, et. seq. to the extent they are applicable to the offer,  
2 the RPA, and the proposed sale of the Property.

3 **ACCORDINGLY, IT IS HEREBY STIPULATED AND AGREED** by and between the  
4 undersigned that:

5 A. Seller may consummate the sale of the Property pursuant to the offer reflected in the  
6 RPA;

7 B. The deposits received relating to the RPA shall be immediately delivered to the  
8 Receiver; and

9 C. Following the District Court’s approval of this Stipulation, on the Closing Date  
10 reflected in the RPA and any addenda thereto, that the net proceeds of the sale shall be wired directly  
11 from the Escrow to the Receiver.

12 DATED this 28<sup>th</sup> day of June 2023

DATED this 28<sup>th</sup> day of June 2023

13 **SECURITIES & EXCHANGE**  
14 **COMMISSION**

**GREENBERG TRAUIG, LLP**

15 */s/ Casey R. Fronk*

*/s/ Kara B. Hendricks*

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**ORDER**

**IT IS HEREBY ORDERED** that:

A. Seller may sell the Property pursuant to the terms of the RPA.

B. The deposit received by escrow pursuant to the RPA shall be immediately transferred to the Receiver; and

C. Upon the Closing of the sale of the Property in accordance with the terms of the RPA and any addenda thereto, all of the net sale proceeds shall be wired directly from the Escrow to the Receiver.

**IT IS SO ORDERED.**

\_\_\_\_\_  
HONORABLE CRISTINA D. SILVA  
Judge, United States District Court

DATE: \_\_\_\_\_

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**CERTIFICATE OF SERVICE**

I hereby certify that on **June 28, 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

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**LIST OF EXHIBITS**

| <b>EXHIBIT</b>   | <b>DESCRIPTION</b>  |
|------------------|---|
| <b>Exhibit A</b> | <b>Legal Description</b><br>(2701 W. 390 N., Hurricane, Utah 84737)     |
| <b>Exhibit B</b> | <b>Residential Purchase Contract, Addenda, and Associated Materials</b> |
|                  |   |

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