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

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

18 SECURITIES AND EXCHANGE
19 COMMISSION,
20
21 Plaintiff,
22 vs.
23 MATTHEW WADE BEASLEY; et al.,
24 Defendants,
25 THE JUDD IRREVOCABLE TRUST, et al.,
26 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
3795 CANIS MINOR LANE,
HENDERSON, NEVADA

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1 The following Stipulation and [Proposed] Order (the “Stipulation”) regarding the sale of the
2 real property located at 3795 Canis Minor Lane, #5101, Henderson Nevada 89052, APN No. 191-
3 03-214-010, and bearing the legal description appended hereto as **Exhibit A** (the “Property”) is
4 entered into by and between Geoff Winkler (the “Receiver”), the Court-appointed receiver in the
5 above-entitled action, and the plaintiff Securities and Exchange Commission (the “Commission”)
6 on the one hand, and Warren Rosegreen (“Seller”) on the other hand, by and through their respective
7 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”);

11 2. Among other things, the Appointment Order required the turnover of certain personal
12 and real property to the Receiver including but not limited to the Property;

13 3. The proposed buyers of the Property, Jessica and Kathryn Lepianka (collectively,
14 “Buyer”), have agreed to purchase the Property for the sum of \$415,000.00 in accordance with the
15 terms of the Residential Purchase Agreement DATED June 27, 2023, and any addenda thereto (the
16 “RPA”) collectively attached hereto as **Exhibit B**. Pursuant to the RPA, Buyer has deposited \$8,000
17 into an escrow established at Stewart Title (the “Escrow”), pursuant to the RPA, as an earnest money
18 deposit;

19 4. The Receiver, Seller, and Buyer agree and acknowledge that all proceeds of the
20 foregoing sales shall be transmitted from the Escrow to the Receiver, via wire transfer, immediately
21 upon the closing of the sale of the Property. It is anticipated that the sales will close within 30 days
22 of the District Court’s approval of this Stipulation. The Receiver has determined, in his reasonable
23 business judgment, that Buyer’s offer represents fair market value for Property;

24 5. The Receiver is seeking to close the sale via this Stipulation in lieu of pursuing title
25 assignment and a receiver’s auction process because of changes and uncertainties in the real estate
26 marketplace that he believes may jeopardize the sale of the Property or the recovery of maximal sale
27 proceeds for the benefit of the receivership estate in the immediate term. Indeed, simply getting to
28 the point where the Receiver has identified a buyer who has been able to waive all contingencies has

1 taken months, meaning that formal satisfaction of 28 U.S.C. § 2001 auction procedures would
2 necessarily delay the consummation of the sale, and further endanger a maximal, near-term recovery.
3 The Receiver has also determined, in his reasonable business judgment, that delays in connection
4 with the closing of the sale that could result from an auction process and the time required by a title
5 company to underwrite new a title policy could result in Buyer rescinding the offer to purchase the
6 Property. As noted above, Buyer has waived all sale contingencies and is prepared to close the
7 purchase of the Property without delay;

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

14 7. After payment of closing costs and brokers’ commissions, as reflected in the RPA,
15 all sale proceeds from the sale of the Property shall be wired directly to the Receiver from the
16 Escrow, as provided above. It is estimated that the net proceeds of the sales, which will be wired
17 from the Escrow to the Receiver, will be approximately \$140,000.00;

18 8. Accordingly, in light of the unique facts and circumstances surrounding the proposed
19 sale of the Property, including but not limited to increasing interest rates, an uncertain real estate
20 market, Buyer’s waiver of all purchase contingencies, as well as the Receiver’s concerns that failing
21 to immediately move forward with this sale may lead to the receipt of significantly less recovery for
22 the receivership estate, the undersigned parties believe this Stipulation is necessary, and in the best
23 interest of all parties and the receivership estate. Therefore, the undersigned agree that it is
24 appropriate to waive any requirements imposed by 28 U.S.C. § 2001, et. seq. to the extent they are
25 applicable to the offer, the RPA, and the proposed sale of the Property.

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

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

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

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

10 DATED this 3rd day of August 2023

DATED this 3rd day of August 2023

11 **GREENBERG TRAUIG, LLP**

**SECURITIES & EXCHANGE
COMMISSION**

12
13 */s/ Kyle A. Ewing*

/s/ Casey R. Fronk

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*admitted *pro hac vice*

21 **SEMENZA KIRCHER RICKARD**

DATED this 3rd day of August 2023

22 JARROD L. RICKARD, ESQ.
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24 KATIE L. CANNATA, ESQ.
25 Nevada Bar No. 14848

/s/ Warren Rosegreen
WARREN ROSEGREEN

26 *Attorneys for Geoff Winkler, Receiver for
27 J&J Consulting Services, Inc., J&J
28 Consulting Services, Inc., J and J
Purchasing LLC, The Judd Irrevocable
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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 **August 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

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LIST OF EXHIBITS

EXHIBIT	DESCRIPTION
Exhibit A	Legal Description
Exhibit B	Residential Purchase Agreement and any addenda thereto

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