

**DEAN Y. KAJIOKA, ESQ.**  
Nevada Bar No. 5030  
**KAJIOKA & ASSOCIATES**  
8350 West Sahara Avenue, Suite 110  
Las Vegas, Nevada 89117  
(702) 776-7676 Telephone  
(702) 366-1653 Facsimile  
[attorneys@kajiokalawlv.com](mailto:attorneys@kajiokalawlv.com)  
*Attorneys for Aaron Grigsby, Esq.*

**UNITED STATES DISTRICT COURT  
DISTRICT OF NEVADA**

**SECURITIES AND EXCHANGE  
COMMISSION,**

Plaintiff,

vs.

**MATTHEW WADE BEASLEY, et al.,**

Defendants.

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

Relief Defendants.

Case No: **2:22-CV-00612-CDS-EJY**

**RESPONSE TO MOTION FOR ORDER DIRECTING THE TURNOVER OF  
RECEIVERSHIP PROPERTY FROM AARON GRIGSBY**

**COMES NOW**, Aaron Grigsby, Esq. (“Grigsby”), through his attorney, Dean Y. Kajioka, Esq., of Kajioka & Associates, and hereby submits his Response to Motion for Order Directing the Turnover of Receivership Property from Aaron Grigsby.

This Response is made and based upon the attached Memorandum of Points and Authorities,

///

///

///

///

1 the exhibits hereto, the pleadings and papers on file, and any oral argument or evidence adduced at  
2 the time of the hearing on this matter.

3 Dated this 23rd day of October, 2023.

4 **KAJIOKA & ASSOCIATES**

5 */s/ Dean Y. Kajioka, Esq.*

6 **DEAN Y. KAJIOKA, ESQ.**

7 Nevada Bar No. 5030

8 8350 W. Sahara Ave., Suite 110

9 Las Vegas, Nevada 89117

Attorneys for Aaron Grigsby, Esq.

10 **MEMORANDUM OF POINTS AND AUTHORITIES**

11 **A. INTRODUCTION.**

12 Court-appointed Receiver Geoff Winkler (“The Receiver”) seeks an Order compelling  
13 Aaron Grigsby to turn over the sum of \$405,302.40 representing: 1) attorney’s fees received by  
14 Mr. Grigsby; 2) 100% of the proceeds from sale of the Mercedes G-Wagon; 3) 100% of the  
15 proceeds of sale of Ferrari; and 4) 100% of the proceeds from sale of Aston Martin as well as an  
16 award of attorney’s fees for bringing his Motion. Three days prior to filing the instant Motion, The  
17 Receiver filed a separate Motion to Find Aaron Grigsby in Contempt for Failure to Comply with  
18 This Court’s Orders along these same lines. The Receiver claims that the Court ordered Mr.  
19 Grigsby to turn over all of the \$405,302.40 in proceeds, but that assertion and conclusion is  
20 incorrect. The Receiver is misinterpreting prior Orders. The Receiver’s Motion should be denied.

21 **B. LEGAL ARGUMENT**

22 **A. FACTS**

23 This matter was most recently before the Court on August 25, 2023 on Receiver’s April 13,  
24 2023 Motion for Order to Show Cause. (ECF Nos. 498 and 566). During that Hearing, the Court  
25 stated that Grigsby must “resolve” the issues from the Receiver’s April 13, 2023 Motion for  
26 Contempt by September 29, 2023. No Order was entered as a result of the August 25, 2023  
27 Hearing, but the Transcript was deemed the Order. (ECF No. 566).

1 On September 29, 2023, Grigsby, through undersigned counsel, sent a 4-page letter along  
2 with seven pages of exhibits to counsel for the Receiver. (*See* Exhibit 2 to Receiver’s Motion). In  
3 that correspondence, Grigsby offered to return the sum of \$27,781.57 of attorney’s fees earned and  
4 received as and for full and complete resolution of all issues. (ECF No. 584-2, p. 4).

5 In response to undersigned counsel’s September 29, 2023 correspondence and Grigsby’s  
6 offer to resolve the matter with the return of \$27,781.57, counsel for the Receiver sent  
7 correspondence on October 2, 2023 rejecting the offer because, they allege, that amount “does not  
8 consider the Court’s prior orders.” (ECF No. 584-3, p. 1).

9 Counsel for the Receiver then filed the instant Motion on October 9, 2023. The Receiver  
10 complains that despite having knowledge of the alleged Ponzi scheme and the Asset Freeze  
11 controlling the assets in this case, Mr. Grigsby “single handedly orchestrated the disposition of all  
12 proceeds derived from Mrs. Beasley’s sale of three vehicles.” (p. 3/ln. 3-6). The Receiver  
13 complains that Grigsby accepted payment of \$110,500 from Mr. Beasley’s credit cards despite  
14 knowing Mr. Beasley was incarcerated and would be unable to repay the debt. (p. 3/ln. 6-9).

15 Timing, however, is the key. The Asset Freeze Order (ECF No. 56—April 21, 2022) and  
16 the Order Appointing Receiver (ECF No. 88—June 3, 2022) were both issued after the attorney fee  
17 payment was made and after the vehicles in question were awarded to Mrs. Beasley in the divorce  
18 and sold. While there was some question as to the sale date of the Mercedes, Grigsby and Mrs.  
19 Beasley have represented as long as last November that the transaction was divided into two parts—  
20 a deposit of \$100,000 made on April 2, 2022 and the second payment of \$70,000 at a later date  
21 because Mrs. Beasley did not have the Certificate of Title for the vehicle which could be delivered  
22 to the buyer on April 2, 2022. (*See* Response to Motion to Compel filed November 8, 2022, p. 5-  
23 8). Thus, the second payment for the sale of the Mercedes was to be paid in exchange for the  
24 delivery of the Certificate of Title.

25 Grigsby and Mrs. Beasley have previously turned over documentation to the Receiver  
26 regarding the proceeds of sale of the vehicles and the payment of attorney’s fees. (*See* Exhibits  
27 attached to Response to Motion to Compel filed November 8, 2022; *see also* Exhibit 2 to Motion  
28 to Compel filed October 6, 2023 by Receiver).

1 The Receiver claims that at the Hearing of December 29, 2022, the Court ordered Grigsby  
2 to “produce evidence and information pertaining to the sale of the G-Wagon, the Ferrari, and the  
3 Aston Martin as well as an accounting ‘down to the penny’ of the proceeds of each sale.” (p. 5/ln.  
4 21-23). This quote included a pinpoint citation to the Transcript of the December 29, 2022 Hearing.  
5 The Receiver went on to claim that the Court also ordered Grigsby “to provide a full accounting of  
6 all attorney’s fees he had received and, if any of those fees, came from credit cards belonging to  
7 Matthew Beasley, those funds were to be turned over.” (p. 5/ln. 23-26). For this citation, the  
8 Receiver offered “*Id.*” In reality, however, there was no such Order that the “funds were to be  
9 turned over.” The relevant citation to the December 29, 2022 Transcript is as follows:

10 “And an accounting of all attorney’s fees paid, payment made to the American --  
11 through the American Express card. **If there have been payments made to the  
12 American Express card, those need to be turned over. If payments have been  
13 made from any other source, all of that with a specific accounting must be  
14 provided to the SEC;**”

(ECF No. 416, 43:12-17).

14 The Transcript/Order does not state that Grigsby is to turn over all of the attorney’s fees he  
15 received in the amount of approximately \$110,500. It compels him to provide “an accounting of  
16 all attorney’s fees paid” as well as to turn over any payments made “to the American Express card.”  
17 Grigsby and Mrs. Beasley have always maintained that there have been no payments made to the  
18 American Express card.

## 19 B. JURISDICTION

20 This Court lacks personal jurisdiction over Mr. Grigsby. Under the standard set forth in  
21 FRCP 12(b), Mr. Grigsby asserts the defenses of lack of personal jurisdiction, and insufficient  
22 service of process. Mr. Grigsby was never named as a party and never served with any document  
23 filed in this case, much less one naming him as a Defendant or a Relief Defendant and he is not a  
24 “nominal defendant.” The Receiver in this matter never attempted to name Mr. Grigsby as a party,  
25 but simply named him in a Motion for Contempt and seeks to hold him in contempt for actions that  
26 occurred prior to entry of the April 13, 2022 Freeze Order. Specifically, it will be argued later in  
27 the Response that the Receiver seeks to compel the return of funds that were either never subject  
28 to the April 13, 2022 Freeze Order or for which an accounting was previously provided. The

1 Receiver complains that Grigsby has failed to prove “he did not violate prior orders” and failed to  
2 “voluntarily turnover funds to the Receiver,” but there was no such Order compelling him to do so.  
3 (Motion, p. 3/ln. 1-2).

#### 4 C. LEGAL STANDARD

5 Courts can hold a party in civil contempt to compel that party to comply with a court order  
6 or to provide compensation for the contemnor's injuries. *United States v. Bright*, 596 F.3d 683, 695-  
7 96 (9th Cir. 2010) (“Civil contempt is characterized by the court's desire to compel obedience to a  
8 court order or to compensate the contemnor's adversary for the injuries which result from the  
9 noncompliance.”). “In a civil contempt action, the moving party has the burden of showing by  
10 clear and convincing evidence that the contemnors violated a specific and definite order of the  
11 court. The burden then shifts to the contemnors to demonstrate why they were unable to comply.”  
12 *Fed. Trade Comm'n v. Enforma Nat. Prod., Inc.*, 362 F.3d 1204, 1211 (9th Cir. 2004)

13 Civil contempt “consists of a party's disobedience to a specific and definite court order by  
14 failure to take all reasonable steps within the party's power to comply.” *Reno Air Racing Ass'n.,*  
15 *Inc. v. McCord*, 452 F.3d 1126, 1130 (9th Cir. 2006) (citation omitted).

16 A Plaintiff alleging civil contempt bears the burden of showing “(1) that [defendants]  
17 violated the court order, (2) beyond substantial compliance, (3) not based on a good faith and  
18 reasonable interpretation of the order, (4) by clear and convincing evidence.” *Labor/Community*  
19 *Strategy Ctr. v. L.A. County Metro. Transp. Auth.*, 564 F.3d 1115, 1123 (9th Cir. 2009) (alteration  
20 in original) (*quoting In re Dual-Deck Video Cassette Recorder Antitrust Litig.*, 10 F.3d 693, 695  
21 (9th Cir. 1993)). “Clear and convincing evidence requires greater proof than preponderance of the  
22 evidence. To meet this higher standard, a party must present sufficient evidence to produce ‘in the  
23 ultimate factfinder an abiding conviction that the truth of its factual contentions are highly  
24 probable.’” *Sophanthavong v. Palmateer*, 378 F.3d 859, 866-67 (9th Cir. 2004) (citation omitted);  
25 *see also* O'Malley, et al., *Federal Jury Practice & Instructions* § 104:02 (6th ed. 2020) (“‘Clear and  
26 convincing evidence’ is evidence that produces in your mind a firm belief or conviction as to the  
27 matter at issue.”). The Supreme Court has held that civil contempt “should not be resorted to where  
28

1 there is a fair ground of doubt as to the wrongfulness of the defendant's conduct." *Taggart v.*  
2 *Lorenzen*, \_\_\_ U.S. \_\_\_, 139 S. Ct. 1795, 1801-02, 204 L. Ed. 2d 129 (2019).

3 **D. THE RECEIVER FAILS TO CARRY ITS HEAVY BURDEN OF PROVING**  
4 **CIVIL CONTEMPT BY CLEAR AND CONVINCING EVIDENCE**

5 Civil contempt "consists of a party's disobedience to a specific and definite court order by  
6 failure to take all reasonable steps within the party's power to comply."

7 Civil contempt is an appropriate sanction if the court can point to a court order which "set[s]  
8 forth in specific detail an unequivocal command" that a party has violated. *In re GMC*, 61 F.3d  
9 256, 258 (4th Cir. 1995) (quoting *Ferrell v. Pierce*, 785 F.2d 1372, 1378 (7th Cir. 1986) (citation  
10 and internal quotation marks omitted)).

11 The Receiver quotes cases out of context for the proposition that the Court should order the  
12 turnover of \$405,302.40. For example, the Receiver quotes *Armstrong v. Guccione*, 470 F.3d 89,  
13 100-02 (2d Cir. 2006) for the proposition that "courts routinely find contempt in instances where a  
14 party fails to comply with turnover orders." (p. 9/ln. 10-14). The problem with this citation is that  
15 there has been no turnover order issued in this case directed at Grigsby or Mrs. Beasley.

16 The Receiver cites *SEC v. Cavanaugh*, 155 F.3d 129, 136 (2d Cir. 1998) to argue that the  
17 Court has the power to order equitable relief against persons not accused of wrongdoing where the  
18 person (1) has received ill-gotten funds and (2) does not have a legitimate claim to those funds. (p.  
19 9/ln. 25-28). That case, however, is distinguishable from the instant case—the person who received  
20 the stock at issue received it as a gift without consideration and then transferred the shares to his  
21 wife without her knowledge. The 2<sup>nd</sup> Circuit confirmed that a freeze under those circumstances  
22 was appropriate. In the instant case, attorney's fees were paid and work was performed. Grigsby  
23 has a legitimate claim to the attorney's fees paid, and he certainly did not take the case on a pro-  
24 bono basis. There is a real issue as to whether a debt incurred to an American Express card can be  
25 considered "ill-gotten funds" at all or funds that were somehow subject to the Asset Freeze or  
26 Appointment Order since they were a debt incurred by Mr. Beasley and not funds that were ill-  
27 gotten through the alleged Ponzi scheme. In fact, as previously referenced, this Court's statement  
28

1 at the December 29, 2022 hearing was “If there have been payments made (from Receivership  
2 funds) to the American Express card, those need to be turned over.” (ECF No. 416, 43:12-17).

3 The Receiver cites the “Appointment Order” which defines “Receivership Property” as:

4 “all property interests of the Receivership Defendants, including, but not limited to  
5 monies, funds, securities, credits, effects, goods, chattels, lands, premises, leases,  
6 claims, rights and other assets, together with all rents, profits, dividends, interest or  
7 other income attributable thereto, of whatever kind, the Receivership Defendants  
own possess, have a beneficial interest in, or control directly or indirectly.”

8 (p. 10/ln. 11-14, citing ECF No. 88 at 7(A)).

### 9 1. The Attorney’s Fee Charges

10 Contrary to the Receiver’s repeated arguments, a charge to a credit card does not fit into  
11 any of the categories of “Receivership Property” listed above. Despite that fact, the Receiver cites  
12 to a statement from the Transcript of December 29, 2022 hearing: “Doesn’t the divorce decree say  
13 that Mr. Beasley is going to pay those—that American Express bill for \$110,000? And isn’t Mr.  
14 Beasley’s source of funds the alleged Ponzi scheme, Mr. Grigsby?” (p. 11/ln. 1-6, *citing* ECF No.  
15 416 at p. 28:3-19). The Receiver then wrongfully claims that “With this, the court ordered – in  
16 December 2022 – that Mr. Grigsby turnover all attorney’s fees received from Matthew Beasley’s  
17 credit cards.” (p. 11/ln. 7-8, *citing* ECF No. 416 at p. 43:12-17). That portion of the Transcript,  
18 does not say what the Receiver claims it says:

19 “And an accounting of all attorney’s fees paid, payment made to the American --  
20 through the American Express card. **If there have been payments made to the  
21 American Express card, those need to be turned over. If payments have been  
made from any other source, all of that with a specific accounting must be  
provided to the SEC;**”

22 (ECF No. 416, 43:12-17).

23 The only “turnover order” in the above statement is payments made “to the American  
24 Express card”—which none ever occurred. The Receiver has created a false standard, a false  
25 turnover Order where none exists, and uses that as the basis for his argument that Grigsby be  
26 compelled to turnover the \$110,500.00 in attorneys fees paid with the American Express card.  
27 There is no basis for such an Order.  
28

1           The Receiver argues that this case is akin to *S.E.C. v. Fujinaga and MRI Int'l, Inc.*, No. 2-  
2 13-cv-1658-JCM-CWH, 2020 WL 3050713 at \*3 (D. Nev. June 8, 2020), in which the Court  
3 addressed whether funds paid to a law firm by a relief defendant in an action to recover Ponzi  
4 scheme funds were subject to a temporary restraining order and preliminary injunction and found  
5 that the firm “had an affirmative obligation to ensure the funds were not subject to the terms of the  
6 court’s order and by failing to do so, the firm was in contempt of the court’s order. (p. 11/ln. 17-  
7 23). *Fujinaga* is completely distinguishable from the instant matter. There, the attorneys were  
8 paid “after nearly two years of ongoing litigation” and after the court had entered its injunction and  
9 granted summary judgment as to liability. *Id.* at \*11. The *Fujinaga* Court found that the firm failed  
10 to comply with its preliminary injunction by accepting a \$100,000 payment without verifying its  
11 source. *Id.* at \*12. In the instant case, there was no injunction or Order in place at the time the  
12 \$110,500 American Express payment was made to Grigsby. There could be no investigation of the  
13 source of the \$110,500 because the source was a charge on a credit card, not funds from a bank  
14 account.

15           The Receiver specifically argues that Grigsby had an obligation to ensure that the funds he  
16 received—that he knew were charged to a credit card—were untainted and that his alleged failure  
17 to do so warrants the turnover order he requests. (p. 12/ln. 9-12). It is clearly not possible for those  
18 credit card funds to be tainted.

19           The Receiver cites several cases for the proposition that the Court may forbid or limit  
20 payment of attorney’s fees from frozen assets. (p. 12/ln. 13-26). The American Express credit card  
21 payment for the attorney’s fees were not frozen assets. The charged fees were not “linked directly  
22 to the fraud.” (p. 12/ln. 22-23).

23           Next, the Receiver argues that Grigsby is blameworthy because he drafted the stipulation  
24 “calling for his own payment in tainted funds” and that he should have sought approval from the  
25 Court to retain the funds he received, but did not. (p. 13/ln. 1-4). The Receiver claims Grigsby is  
26 not entitled to retain the \$110,500 he received because there “is no question that the funds Mr.  
27 Grigsby received as attorney’s fees were derived from the alleged Ponzi scheme” and that when he  
28 knowingly accepted and retained those funds he was ignoring Court orders calling for the turnover



1 of the same. (p. 13/ln. 7-11). But the funds were not derived from the alleged Ponzi scheme and  
2 there was no order in place when Grigsby received payment of the funds charged to the credit cards.  
3 The Receiver concludes that Grigsby has ignored Court Orders to turnover all attorney's received  
4 from payments made through charges on the credit cards. The Receiver has interpreted the  
5 December 29, 2022 Transcript incorrectly to reach that conclusion.

## 6 7 **2. Mercedes Benz G-63 G-Wagon, Ferrari and Aston Martin**

8 There has never been any dispute as to the source of funds for the purchase of the Ferrari,  
9 the Aston Martin or the G-Wagon. It has been conceded that Mrs. Beasley cannot prove that funds  
10 "other than Ponzi-scheme funds" were used to purchase those vehicles. Even the Court has  
11 acknowledged "the Receiver likely had all the documentation that exists." (ECF No. 568 at p. 25:6-  
12 12).

13 Regarding the vehicles (as well as the attorney's fees), the Court ordered Grigsby to  
14 demonstrate the source of funds "was something other than tainted funds ... [or] negotiate with  
15 the receiver regarding how the funds were used providing documentation." (p. 15/ln. 21-26, citing  
16 ECF No. 568 at p. 28:7-14).

17 Grigsby has represented and the Court has acknowledged that the funds from sale of this  
18 vehicle were deposited into his IOLTA account and that those funds were then used to pay for  
19 Mrs. Beasley's living expenses. Any receipts or invoices for payments other than as reflected on  
20 the IOLTA account statements have already been provided and there are no receipts for the  
21 payments on the credit cards provided as none exist other than a follow up statement showing the  
22 payment on the credit cards. (*See* ECF No. 505, p. 8/ln. 18-26). The Receiver alleges that  
23 Grigsby's "'breakdown' was insufficient," knowing full well and in advance that receipts and  
24 invoices do not exist and that they have already been provided all documentation that does exist.

25 The Receiver also questions the date of sale of the G-Wagon vehicle based upon the email  
26 sent by Grigsby on April 26, 2022 to the SEC purporting to seek permission for the SEC to sell the  
27 G-Wagon, despite it had already been sold. Grigsby and Mrs. Beasley have long ago represented  
28 that the sale transaction for the G-Wagon was divided into two parts—a deposit of \$100,000 made

1 on April 2, 2022, and the second payment of \$70,000 at a later date because Mrs. Beasley did not  
2 possess the Certificate of Title to the vehicle on the date of the initial deposit—which is precisely  
3 why it was an initial deposit. (*See* Response to Motion to Compel filed November 8, 2022, p. 5-8).

4 The Receiver acknowledges that the transaction was divided into two parts. (p. 13/ln. 22-26).

5 The Court made a very specific Order regarding funds received from the sale of the G-  
6 Wagon and the Aston Martin at the August 25, 2023 Hearing:

7 “... I will reiterate the order as a report recommendation that the amount be turned  
8 over by September -- all amounts *that remain in the possession of Mr. Grigsby  
and or Mrs. Beasley from the sale of the G-Wagon or the Aston Martin be turned  
over to the receiver by the 29th of September.*”

9 (ECF No. 568 at p. 24:3-13)(emphasis added).

10 Contrary to what the Receiver alleges throughout his Motion, this “Order” from the August  
11 25<sup>th</sup> Transcript, orders “all amounts that *remain in the possession* of Mr. Grigsby and/or Mrs.  
12 Beasley from the sale of the G-Wagon or the Aston Martin” shall be turned over by September 29,  
13 2023. Grigsby offered to deliver the remaining balance of his IOLTA account belonging to Mrs.  
14 Beasley to the Receiver (\$20.88) in the September 29, 2023 correspondence (*See* ECF 584-2, p. 4).  
15 The Court did not order that all monies *received* from the sale of the G-Wagon and Aston Martin  
16 be turned over. Once again, the Receiver’s Motion is not based on reality of clear and convincing  
17 evidence of the violation of a specific and definite Court Order, but, instead, appears to be sour  
18 grapes that the money sought to be recovered was spent by Mrs. Beasley long ago.

19 Grigsby and Mrs. Beasley have, on more than one occasion, represented to the Court that  
20 she immediately sold these vehicles: the Ferrari and Aston Martin, because they had significant  
21 payments that she could not afford to make and that by selling them, she was able to preserve as  
22 much of the value as possible of these vehicles. The sales proceeds from the Aston Martin were  
23 used to make an \$11,529.51 mortgage payment on the Ruffian residential real property, insurance  
24 payments, real property taxes and Mrs. Beasley’s living expenses. At the time the asset freeze  
25 order in this case was issued, virtually all of the Aston Martin sales proceeds were expended by  
26 Mrs. Beasley. The G-Wagon was sold to enable Mrs. Beasley to in part, pay current the \$50,478.72  
27 past due mortgage on the Ruffian residential property.  
28

**E. THE RECEIVER’S REQUEST FOR ATTORNEY’S FEES SHOULD BE DENIED.**

The Receiver argues that he should be awarded attorney’s fees for “devoting significant time and effort toward coordinating a resolution of this dispute.” (p. 17/ln. 13-15). In reality, however, when Mr. Grigsby offered a resolution (on a Friday), the Receiver rejected it immediately on the following Monday. The Receiver claims that he had to sift through “haphazardly produced documents”—something that was refuted by Grigsby in his Response to Motion for Order to Show Cause filed on April 27, 2023 (ECF No. 505, p. 4/ln. 3- 20). Neither of the above arguments of the Receiver is a valid basis for an award of attorney’s fees. Both, instead, are manufactured and misleading claims in an attempt to further attack Grigsby. The request for attorney’s fees should be denied.

**III. CONCLUSION**

Wherefore, Aaron Grigsby respectfully moves this Court for the following:

1. For an Order denying the Receiver’s Motion for Order Directing the Turnover of Receivership Property from Aaron Grigsby in its entirety; and
2. For any further relief, this Court deems just and proper.

Dated this 23rd day of October, 2023.

**KAJIOKA & ASSOCIATES**

*/s/ Dean Y. Kajioka, Esq.*

**DEAN Y. KAJIOKA, ESQ.**

Nevada Bar No. 5030

8350 W. Sahara Ave., Suite 110

Las Vegas, Nevada 89117

*Attorneys for Aaron Grigsby, Esq.*

**CERTIFICATE OF SERVICE**

I hereby certify that service of the ***RESPONSE TO MOTION FOR ORDER DIRECTING THE TURNOVER OF RECEIVERSHIP PROPERTY FROM AARON GRIGSBY*** was made on the 23rd day of October, 2023, was filed electronically via the Court's CM/ECF system. Notice of filing will be served on all parties by operation of the Court's CM/ECF system and parties may access this filing through the Court's CM/ECF system and by serving via e-mail or United States Mail to the following address:

**Kara B. Hendricks, Esq.**  
10845 Griffith Peak Dr., Suite 600  
Las Vegas, NV 89135  
[hicksja@glaw.com](mailto:hicksja@glaw.com)

*/s/ Jacqueline Kopka*  
An employee of Kajioka & Associates