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17 **UNITED STATES DISTRICT COURT**
18 **DISTRICT OF NEVADA**

19 SECURITIES AND EXCHANGE
COMMISSION,
20
Plaintiff,
21
vs.
22 MATTHEW WADE BEASLEY et al.
23
Defendants;
24
25 THE JUDD IRREVOCABLE TRUST et al.
26
Relief Defendants.
27

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

**REPLY IN SUPPORT OF MOTION
FOR ORDER DIRECTING THE
TURNOVER OF RECEIVERSHIP
PROPERTY FROM AARON GRIGSBY
(ECF No. 585)**

28 ///

1 Comes now, Geoff Winkler, the Court-appointed Receiver (the “Receiver”), by and through
2 his counsel of record the law firm of Greenberg Traurig, LLP, and hereby submits the following
3 Reply in Support of the Receiver’s Motion for Order Directing the Turnover of Receivership
4 Property From Aaron Grigsby (the “Motion”) (ECF No. 585).

5 This Reply is based upon the attached memorandum of Points and Authorities, the pleadings
6 and papers on file, and such other and further arguments and evidence as may be presented to the
7 Court in connection with the Motion.

8 **MEMORANDUM OF POINTS AND AUTHORITIES**

9 **I. INTRODUCTION**

10 Following Aaron Grigsby’s (“Grigsby”) continued refusal to comply with this Court’s
11 orders, the Receiver moved this court for an order directing the turnover of \$405,302.40 from
12 Grigsby. The amount requested is representative of the total funds he received and/or guided out
13 of the reach of the Receivership. ECF No. 585. Indeed, it has been shown that Grigsby, as former
14 counsel to Paula Beasley, assisted Mrs. Beasley and/or facilitated the dissipation of more than
15 \$400,000. As a result of his actions, Grigsby has the subject of four (4) motions before this Court.¹
16 Spanning more than twelve (12) months, the Receiver’s proceedings against Grigsby have unfurled
17 a litany of violations of this Court’s orders and an exceptional amount of money lost. Grigsby was
18 afforded multiple opportunities to cure his violations but chose to do nothing.

19 As it stands, the Receivership has devoted significant effort and resources chasing the rabbit
20 down the hole, with the goal of recovering the funds that passed through Grigsby’s account. Yet,
21 despite two hearings and orders compelling his compliance, the Receiver (and this Court) are no
22 closer today than one year ago. As set forth herein, this Court gave Grigsby clear orders and drew
23 a roadmap for his compliance, but Grigsby still opted not to comply. Thus, in conjunction with the
24 concurrently pending Motion to Find Aaron Grigsby in Contempt for Failure to Comply With This
25 Court’s Orders (ECF No. 584), an order directing the turnover of \$405,302.40 is warranted.

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27 _____
28 ¹ ECF Nos. 333, 498, 584, and 585.

1 **II. LEGAL ARGUMENT**

2 The Receiver's Motion lays out the arduous history leading to this point. Over the past
 3 twelve (12) months, exclusive of this Motion, this Court has seen three (3) rounds of briefing and
 4 conducted two separate hearings devoted solely to determining the location of the Receivership
 5 Property in question and attempting to induce Grigsby's compliance with this Court's orders. Not
 6 only did Grigsby willfully guide funds away from the Receivership but compounded his actions by
 7 refusing to comply with this Court's orders. The case law set forth in the Motion, referencing the
 8 inherent authority of the Court to enforce compliance with its orders and order turnover was not
 9 refuted in Grigsby's Response. As such, and in light of the Court's prior rulings, an order directing
 10 the turnover of all amounts Grigsby received as attorney's fees through charges on Matthew
 11 Beasley's credit cards as well as the proceeds of the sale of the G-Wagon, the Aston Martin, and
 12 the Ferrari is warranted.

13 **A. Jurisdiction**

14 The Response attempts to distract the Court with arguments regarding jurisdiction.² Such
 15 arguments have been previously rejected by the Court and are nonsensical given the multiple prior
 16 filings by Grigsby in this matter and prior Court orders including the statements made by the Court
 17 during the August 25, 2023 hearing.

18 As a preliminary matter, it is well settled that a federal court presiding over a fiduciary estate
 19 enjoys exclusive authority and jurisdiction over the estate. "The appointment of an equity receiver
 20 of the property of a debtor corporation draws to the appointing court jurisdiction to decide *all*
 21 *questions* of the preservation, collection, and distribution of its assets." *Chicago Title & Trust Co.*
 22 *v. Fox Theatres Corp.*, 69 F.2d 60, 61 (2d Cir. 1934) (emphasis added); *see also Riehle v. Margolies*,
 23 279 U.S. 218, 244 (1929); *see also Diners Club, Inc. v. Bumb*, 421 F.2d 396, 398 (9th Cir. 1970)
 24 ("In the exercise of its jurisdiction over the debtor's property, the court has power to issue
 25 injunctions and all other writs necessary to protect the estate from interference, and to ensure its
 26

27 ² Grigsby's response to this Motion carries over significant portions of his brief in response to the Contempt
 28 Motion. *See* ECF No. 590. Grigsby's begins both filings with identical arguments and in each instance
 wastes ink by re-arguing a position that was conclusively denied by this Court.

1 orderly administration.”). This Court has previously recognized the holding in *Diners Club* and its
 2 applicability to exercise jurisdiction over Mr. Beasley’s property and the proceeds that ended up
 3 with Grigsby. *See*, Transcript from August 25, 2023 proceeding at 4-5. Notably, at the August 25,
 4 2023 hearing the Court stated it “can exercise ancillary jurisdiction over any fraudulent
 5 conveyance” and specifically referenced recouping property transferred to Mrs. Beasley. *Id.*

6 Here, the money the Receiver seeks to be turnover came either directly from Mr. Beasley
 7 or Mrs. Beasley or from the direct sale of assets purchased with funds derived from the alleged
 8 Ponzi-scheme. As such, the Court has jurisdiction to address such issues and the Receiver is not
 9 required to name Grigsby as a defendant or relief defendant to obtain the turnover requested.
 10 Moreover, because Grigsby has been on notice of, submitted briefing, and appeared at two prior
 11 hearings relating to the funds the Receiver now seeks to be turned over, there is no basis for Grigsby
 12 to feign ignorance to the same. In short, Grigsby’s arguments related to jurisdiction are baseless and
 13 need no consideration.

14 **B. Grigsby Violated Court Orders**

15 In an effort to avoid turnover, the Response boldly contends there were no orders
 16 compelling Grigsby to voluntarily turnover funds and that prior orders were not violated. ECF 591
 17 at 5. However, there is no truth to such an assertion.

18 **1. *Prior Turnover Orders***

19 In the Response, Grigsby argues that “there has been no turnover order issued in this case
 20 directed at Grigsby or Mrs. Beasley.” ECF No. 591 at p. 6:14-15. This position unabashedly
 21 contradicts this Court’s orders and this proceeding as a whole.

22 Grigsby appears to have forgotten and/or ignored a substantial portion of the December 16,
 23 2022 Hearing. Indeed, at the December 16th Hearing, Grigsby was specifically questioned
 24 regarding his April 26, 2022, e-mail to the SEC in which he purported to seek permission to sell
 25 the G-Wagon despite that the G-Wagon had already been “sold” while simultaneously recognizing
 26 the applicability of the Asset Freeze Order which prevented the sale. ECF No. 416 at p. 28:3-29:22,
 27 40:3-22. Moreover, the Response omits that the Court ordered Grigsby nearly a year ago to turn
 28

///

1 over all amounts remaining in his possession. ECF No. 416 at 42:18-22. Thus, Grigsby's absurd
2 contention that he has not been the subject of a turnover order is a farce.

3 2. *The Orders at Issue*

4 The Motion lays out in substantial detail each of the Court's orders and thereafter
5 demonstrates Grigsby's failure to comply. The Motion outlined the Court's orders with respect to:
6 (1) the attorney's fees Grigsby received from charges made on Matthew Beasley's credit cards;
7 (2) the proceeds from the sale of the Ferrari; (3) the proceeds from the sale of the G-Wagon; and
8 (4) the proceeds from the sale of the Aston Martin.

9 With respect to the attorney's fees, including the proceeds from the sale of the Ferrari, the
10 Court ordered Grigsby to demonstrate the source of the funds was something other than the alleged
11 Ponzi scheme or turnover all amounts received. ECF No. 568 at p. 18:21-19:2. The Court likewise
12 ordered Grigsby to demonstrate the source of the funds used to purchase the G-Wagon and the
13 Aston Martin as something other than from the alleged Ponzi scheme. ECF No. 568 at p. 28:7-14;
14 24:3-13. In the event Grigsby could not establish that the funds used to purchase each vehicle were
15 untainted, Grigsby was to negotiate with the Receiver to reach a resolution by no later than
16 September 29, 2023. *Id.* As set forth in the Motion, Grigsby did neither, thereby necessitating the
17 instant Motion, along with the Receiver's Contempt Motion.

18 To get around this Court's orders, the Response plays word games to try and muddy the
19 water and accuses the Receiver of misconduct. However, Grigsby's arguments are exceedingly
20 egregious, especially in light of the specific directive the Court has previously made on this topic:

21 “[T]he source of the funds to purchase the Ferrari and pay that \$110,000
22 was the Ponzi scheme, which means, ***Mr. Grigsby, you are not entitled to***
23 ***retain those funds unless the receiver allows you to do so.***” ECF No. 568
at p. 18:23-19:2. (emphasis added).

24 “Because if you cannot demonstrate that the source of those funds is
25 something other than the Ponzi scheme, they may be disgorged. That’s how
it works.” ECF No. 568 at p. 19:16-18.

26 “And if you can’t [demonstrate the source of the funds to be something
27 other than the Ponzi scheme], then the receiver can file a motion seeking
28 disgorgement [] if all amounts paid to you to date. ECF No. 568 at p. 19:25-
20:2.

1 The Receiver’s Motion presents an accurate narrative of the proceedings to date and
2 correctly interprets this Court’s directives and disparaging the Receiver serves no purpose.

3 **3. Attorney’s Fees**

4 The Response fails to counter the Receiver’s position that the turnover of all amounts
5 received by Grigsby is warranted. Indeed, when the issue was last before the Court, Grigsby was
6 provided with two options: 1) demonstrate the source of the funds he received was something other
7 than the Ponzi scheme; or 2) turnover the totality of the same. *See* ECF No. 585 at p. 10-13. Grigsby
8 chose to do neither.

9 As noted in the Motion, the Receiver made efforts to arrange a meeting among the parties
10 with an eye toward resolution. ECF No. 585-1 ¶¶ 4-9. After a meeting was scheduled and
11 Mr. Winkler’s flights booked, Grigsby and his counsel backed out of the meeting and further chose
12 not to participate in an alternate forum for a meeting (via video conference). *Id.* The letter sent by
13 Grigsby’s counsel on September 29th failed to address either issue. Turnover of the attorney fees
14 received by Grigsby is necessary.

15 **i. Funds Received from Credit Cards Must be Turned Over.**

16 Grigsby admits he received credit card payments for services he purportedly provided to
17 Paula Beasley and Matthew Beasley.³ However, to date, Grigsby continues to ignore his obligation
18 to turn over the same to the Receiver. Perhaps most concerning is Grigsby’s repeated argument
19 that the funds he received through charges to Matthew Beasley’s credit cards are outside the
20 Receivership because the credit card companies were never re-paid. *See* ECF No. 591 at p. 7:10-
21 9:5. Grigsby asserts:

22 “It is clearly not possible for those credit card funds to be tainted”⁴ and “the
23 American Express credit card payment for the attorney’s fees were not
24 frozen assets. The charged fees were not ‘linked directly to the fraud.’”⁵

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26 ³ Grigsby purported represented both Mathew and Paula Beasley in a fast-tracked divorce proceeding
27 prior to representing Mrs. Beasley herein.

28 ⁴ ECF No 591 at p. 8:17-18

⁵ ECF No. 591 at p. 8:20-22.

1 While Grigsby’s argument lacks clarity, it appears that Grigsby believes he is entitled to
2 retain the full amount he was paid from Mr. Beasley’s credit card because Mr. Beasley did not pay
3 the credit card company and therefore the funds are not tainted. This unique interpretation of the
4 Court’s order defies logic. Moreover, such an argument does not account for the fact that the credit
5 card company can file a claim with the receivership estate and Grigsby has no right retain such
6 funds at issue.

7 Grigsby’s position is also directly undercut by the precedent on this issue. Indeed,
8 established case law demonstrates that, in an instance such as this, attorney’s fees charged to a
9 credit card backed by receivership assets, is a clear violation of the asset freeze and preliminary
10 injunction.

11 At the outset of this matter, the Court entered an asset freeze providing, in pertinent part:

12 “Defendants, Relief Defendants, and Defendants’ and Relief Defendants’
13 officers, agents, servants, employees, attorneys, subsidiaries and affiliates, and
14 those persons in active concert or participation with any of them, who receiver
15 actual notice of this Order, by personal service or otherwise, and each of them,
16 be and hereby are temporarily restrained and enjoined from, directly or
17 indirectly, transferring, assigning, selling, hypothecating, changing, wasting,
18 dissipating, converting, concealing, encumbering, or otherwise disposing of,
in any manner, any funds, assets, securities, claims or other real or personal
property...”

19 ECF No. 3 at § VIII. (emphasis added).

20 Thus, under the Asset Freeze, any individual acting on behalf of the Defendants or Relief
21 Defendants, is prohibited from, among other things, wasting, dissipating, concealing, or
22 encumbering any funds of the Receivership Estate. This includes making charges to credit cards
23 held in the name of Matthew Beasley. In *FTC v. Johnson*, this Court found “the payment of
24 attorneys’ fees from unsecured credit card debt from [] personal credit card[s] violates the
25 preliminary injunction if it pledges as the source of its repayment assets that belong to the
26 Receivership Estate. *FTC v. Johnson*, No. 2:10-cv-02203-MMD-GWF, 2013 U.S. Dist. LEXIS
27 111392, at *27-31 (D. Nev. Aug. 5, 2013). “In essence, such debt would ‘encumber’ funds that are
28 Receivership assets, which is strictly prohibited by the preliminary injunction...Precisely because

1 the Receivership assets are held in the exclusive custody of the Receiver, they cannot be leveraged
 2 as the source of future repayments when obtaining a credit card loan from a lender (or any other
 3 type of unsecured loan).” *Id.* at *28-29.

4 Although Grigsby appears to believe he received the funds free and clear of the Receivership
 5 because the only parties damaged would be American Express and Visa, this is simply not the case.
 6 Like in *Johnson*, Grigsby’s acceptance of attorney’s fees through credit cards backed only by
 7 Receivership Assets, impermissibly encumbered the Receivership Estate and therefore constitutes
 8 a violation of the Asset Freeze and the Preliminary Injunction.

9 **ii. Funds Received from the Sale of Vehicles Must be Turned Over.**

10 In addition to turning over to the Receiver funds Grigsby received via credit card payments,
 11 Grigsby must also turnover “attorney fees” he received after the sale of Matthew Beasley’s Ferrari
 12 and Aston Martin. The Court’s directive in August was clear that if Grigsby could not show the
 13 source of the funds used to purchase the Ferrari and Aston Martin were not from the alleged Ponzi-
 14 scheme, the amount Grigsby received must be turned over to the Receiver.

15 “The only inference the Court can make at this time...is that the source of
 16 the funds to purchase the Ferrari and pay that \$100,000 was the Ponzi
 17 scheme, which means, **Mr. Grigsby, you are not entitled to retain those**
 18 **funds unless the Receiver allows you to do so**... So what was the source of
 19 the funds? You have never offered that. **And you must. You have no**
 20 **choice**. Because if you cannot demonstrate that the source of those funds
 21 is something other than the Ponzi scheme, they may be disgorged. That’s
 22 how it works. Now, I’m not going to do that today, but I’m going to give
 23 you an opportunity to negotiate and demonstrate, if you can, to the receiver
 24 that the source of the funds that you were paid, this half of the Ferrari and
 25 the \$110,000 was something other than Ponzi scheme funds. You have,
 26 again, until September 29th to do that. And if you can’t do that, then the
 27 Receiver can file a motion seeking disgorgement [] of all amounts paid to
 28 you to date. And I [] suspect you have an uphill battle in retention of those
 funds.... **If you either refuse to negotiate or there’s no resolution by the**
close of business on the 29th of September, [the Receiver] may renew [his]
motion for turnover. [The Receiver] may [] file a motion for disgorgement
and for contempt of court, but this would be by Mr. Grigsby, not by
Mrs. Beasley.”

ECF No. 568 at p. 18:21-20:19. (emphasis added).

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1 Here, as counsel for Mr. and Mrs. Beasley in their divorce, which references forthcoming
2 criminal proceedings, Grigsby had an obligation to inquire as to the source of his funds but appears
3 to have failed to do so.⁶ Rather, it appears, Grigsby saw an opportunity to cash-in after
4 Mr. Beasley’s arrest and used the \$55,563.15 proceeds from the sale of the Ferrari to do so.

5 Concerning the Aston Martin, Grigsby’s Response likewise fails to provide this Court with
6 anything of substance. Indeed, Grigsby appears to take the position that because he successfully
7 distributed the funds from the Aston Martin to third-parties, he should carry no liability. However,
8 such an argument misses the point and ignores the Court’s directive that Grigsby first demonstrates
9 that the purchase of the Aston Martin was made with funds other than monies derived from the
10 alleged Ponzi-scheme. See, ECF No. 568 at p. 23:8-16. Grigsby made no effort to demonstrate
11 that the Aston Martin was purchased from legitimate funds. Moreover, the turnover of \$20.88 when
12 \$69,239.25 was pocketed for the sale of the Aston Martin is far from sufficient. Given the
13 circumstances, this is not “sour grapes” but is instead a case in which Grigsby knowingly refrained
14 from addressing the deficiencies in his prior production and willfully disobeyed this Court’s
15 directives surrounding the same.

16 Based on the foregoing, the Receiver requests this Court enter an order directing the
17 turnover of all funds received as attorney’s fees, including the total amount derived from the sale
18 of the Ferrari (\$55,563.15) and Aston Martin (\$69,239.25).

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23 _____
24 ⁶ As purported counsel for Mr. and Mrs. Beasley in the Beasley Divorce, Grigsby had an obligation to make
25 a good faith inquiry into the source of the fees he accepted and ensure those funds are not subject to the
26 Asset Freeze or Preliminary Injunction. *FTC v. Network Servs. Depot, Inc.*, 617 F.3d 1127, 1144 (9th Cir.
27 2010) (recognizing in the context of an FTC enforcement action that "an attorney is not permitted to be
28 willfully ignorant of how his fees are paid"). “[W]hen an attorney is **objectively on notice that his fees may derive from a pool of frozen assets, he has a duty to make a good faith inquiry into the source of those fees.**” *FTC v. Assail, Inc.*, 410 F.3d 256, 265 (5th Cir. 2005) (emphasis added). “[S]o long as a counsel is apprised that his fees ‘may derive from a pool of frozen assets,’ the duty to inquire is triggered.” *Johnson*, 2013 U.S. Dist. LEXIS 111392, at 30 (quoting *Assail*, 410 F.3d at 265

iii. Proceeds From The Sale of the G-Wagon Should be Turned Over to the Receiver.

With respect to the G-Wagon, the record clearly indicates it was sold in violation of this Court’s orders with the help of Grigsby. Because of his role in facilitating the sale, Grigsby should be required to turnover over the \$170,000 that resulted from the same.

Grigsby’s Response cherry-picks a portion of the Court’s order and attempts to paint compliance through the argument that the proceeds were “used to pay for Mrs. Beasley’s living expenses.” ECF No. 591 at p. 9:18-19. However, Grigsby’s Response omits the majority of the issue and this Court’s Order. The Court’s order in this regard was clear and decisive:

“So all funds dissipated from the sale of that Mercedes were funds that belonged to the receiver. And there was no right to dissipate those funds for any purpose, even if they were going to be approved purposes, unless there was approval []by the receiver who thereafter would seek approval from the Court.” ECF No. 568 at p. 9:24-10:5. (emphasis added).

Eschewing compliance, Grigsby taunts the Court and the Receiver by stating that the Receiver’s Motion is “sour grapes that the money sought to be recovered was spent by Mrs. Beasley long ago.” ECF No. 591 at p. 10:16-19. Apparently, Grigsby failed to recall this Court’s finding that he played a critical role in Mrs. Beasley’s disposition of these funds. ECF No. 416 at p. 28:20-29:12 (“If she’s so flighty that she can’t pay a gas bill, then you have a fiduciary duty and a duty as an attorney to make sure she’s not violating the law...There are [] knowing violations of federal court orders for a licensed attorney.”).

The Court’s order was clear. Grigsby was to demonstrate that the source of the funds used to purchase the vehicle were not derived from the Ponzi-scheme and if he could not he was ordered to provide a complete accounting of the same. In the event Grigsby was unable to provide an accounting, he was directed to “sit down with Mr. Winkler and say, ‘I don’t have the documents.’” ECF No. 568 at p. 28:1-6. Grigsby did nothing.

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1 Given that this Court has already recognized that the entirety of the funds derived from the
2 sale of the G-Wagon are subject to repayment, the Receiver requests this Court enter an order
3 directing the turnover of \$170,000 the total amount dissipated by Grigsby through the sale of the
4 G-Wagon.

5 **C. An Award of Attorney’s Fees is Warranted**

6 At the tail end of the Response, Grigsby attempts to dissuade this Court from awarding
7 attorney’s fees to the Receiver, suggesting that his offer to resolve this dispute for less than seven
8 percent (7%) of the amount sought by the Receiver at the last-minute absolves him of the
9 responsibility for the needless litigation he has caused. Additionally, the Response suggests that
10 the Receiver misrepresented that significant effort was required to parse through Grigsby’s previous
11 disheveled production. ECF No. 591 at p. 11. These arguments are simply not credible. Through
12 this proceeding, and each of the preceding matters, the Court can see that Grigsby has wasted
13 Receivership resources through his unjustified refusal to comply with this Court’s orders. As such,
14 contrary to Grigsby’s opinion, an award of attorney’s fees and costs is not only appropriate but is
15 warranted.

16 **IV. CONCLUSION**

17 After more than a year and four rounds of briefing, the Receiver has recovered \$20.88 out
18 of the \$405,302.40 that Grigsby received from Beasley assets. Despite this Court’s condemnation
19 of his actions after the first motion, deeming his dissipation of the G-Wagon to be a “knowing
20 violation of federal court orders,” Grigsby continued to ignore this Court’s directives at each turn.
21 Now that Grigsby has exhausted his last chance at compliance, the Receiver respectfully requests,
22 this Court enter an order:

23 1) Directing the immediate turnover of \$405,281.52 representing (a) the attorney’s fees
24 received by Mr. Grigsby; (b) the proceeds from the sale of the G-Wagon; (c) the proceeds from the
25 sale of the Ferrari; and (d) the proceeds from the sale of the Aston Martin. (This amount provides
26 Grigsby credit for the \$20.88 paid to the Receiver- as the original request was \$405,302.40); and

27 ///

28 ///

1 2) Awarding the Receiver the attorney’s fees and costs incurred to date in pursuing this
2 matter against Mr. Grigsby.

3 DATE: October 30, 2023.

GREENBERG TRAURIG, LLP

4 By: /s/ Kara B. Hendricks

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CERTIFICATE OF SERVICE

I hereby certify that, on the **October 30, 2023**, a true and correct copy of the foregoing 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 email by United States first class mail, postage pre-paid on the parties listed below:

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