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*Attorneys for Geoff Winkler, Receiver for  
J&J Consulting Services, Inc., J&J Consulting  
Services, Inc., J and J Purchasing LLC,  
The Judd Irrevocable Trust, and BJ Holdings LLC*

**IN THE UNITED STATES DISTRICT COURT  
FOR THE 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

**STIPULATION AND [PROPOSED]  
ORDER AUTHORIZING THE SALE OF  
REAL PROPERTY LOCATED AT  
16 PARADISE VALLEY COURT,  
HENDERSON, NEVADA**

The following Stipulation and [Proposed] Order (the “Stipulation”) regarding the sale of the real property located at 16 Paradise Valley Court, Henderson Nevada 89052, APN No. 190-08-612-003, and bearing the legal description appended hereto as **Exhibit A** (the “Property”) is entered into by and between Geoff Winkler (the “Receiver”), the Court-appointed receiver in the above-entitled action, and the plaintiff Securities and Exchange Commission (the “Commission”) on the one hand, and the Jager Family Trust dated June 30, 2009 (“Seller”) on the other hand, by and through their respective representatives, and with respect to the following facts:

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1           1.       The Receiver was appointed on June 3, 2022 pursuant to this Court's Order  
2 Appointing Receiver [ECF No. 88] which was amended on July 28, 2022 [ECF 207] (collectively  
3 the "Appointment Order");

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

6           3.       The proposed buyer of the Property, Elizabeth Citores & Andrew Citores ("Buyer"),  
7 has agreed to purchase the Property for the sum of \$4,250,000.00 in accordance with the terms of  
8 the Residential Purchase Agreement DATED June 1, 2024 and any addenda thereto (the "RPA")  
9 collectively attached hereto as **Exhibit B**. Pursuant to the RPA, Buyer has deposited \$150,000.00  
10 into an escrow established at Stewart Title Company (the "Escrow"), pursuant to the RPA, as an  
11 earnest money deposit;

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

17           5.       The Receiver is seeking to close the sale via this Stipulation in lieu of pursuing title  
18 assignment and a receiver's auction process because of changes and uncertainties in the real estate  
19 marketplace that he believes may jeopardize the sale of the Property or the recovery of maximal sale  
20 proceeds for the benefit of the receivership estate in the immediate term. Indeed, simply getting to  
21 the point where the Receiver has identified a buyer who has been able to waive all contingencies has  
22 taken months and the Receiver has been actively marketing the property since September 27, 2022.  
23 Thus, the formal satisfaction of 28 U.S.C. § 2001 auction procedures would necessarily delay the  
24 consummation of the sale, and further endanger a maximal, near-term recovery. The Receiver has  
25 also determined, in his reasonable business judgment, that delays in connection with the closing of  
26 the sale that could result from an auction process and the time required by a title company to  
27 underwrite new a title policy could result in Buyer rescinding the offer to purchase the Property. As

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1 noted above, Buyer has waived all sale contingencies and is prepared to close the purchase of the  
2 Property without delay and is seeking to close as soon as possible, if the Court permits the same;

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

9 7. After payment of closing costs and brokers' commissions, as reflected in the RPA,  
10 all sale proceeds from the sale of the Property shall be wired directly to the Receiver from the  
11 Escrow, as provided above. It is estimated that the net proceeds of the sales, which will be wired  
12 from the Escrow to the Receiver, will be approximately \$2,668,000;

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

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

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

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

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

DATED this 23rd day of July 2024

**GREENBERG TRAURIG, LLP**

*/s/ Kara B. Hendricks*

KARA B. HENDRICKS, ESQ.

Nevada Bar No. 07743

KYLE A. EWING, ESQ.

Nevada Bar No. 014051

CHRISTIAN T. SPAULDING

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

DATED this 23rd day of July 2024

**SECURITIES & EXCHANGE  
COMMISSION**

*/s/ Marc D. Katz*

MARC D. KATZ

Cal. Bar No. 189534

DOUGLAS M. MILLER

Cal. Bar No. 240398

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*Attorneys for Plaintiff,  
Securities & Exchange Commission*

DATED this \_\_ day of July 2024

*[see next page]*

Shane M. Jager, Individually and as Trustee  
of The Jager Family Trust dated June 30,  
2009

DATED this \_\_ day of July 2024

*[see next page]*

Willow A. Jager, Individually and as Trustee  
of The Jager Family Trust dated June 30,  
2009

///

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///

///

A. the RPA;

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

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

DATED this \_\_ day of July 2024

DATED this \_\_ day of July 2024

**GREENBERG TRAURIG, LLP**

**SECURITIES & EXCHANGE COMMISSION**

KARA B. HENDRICKS, ESQ.

Nevada Bar No. 07743

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*Attorneys for Geoff Winkler, Receiver for*

*J&J Consulting Services, Inc., J&J*

*Consulting Services, Inc., J and J*

*Purchasing LLC, The Judd Irrevocable*

*Trust, and BJ Holdings LLC*

DATED this 17<sup>th</sup> day of July 2024

Shane M. Jager Individually and as Trustee of The  
Jager Family Trust dated June 30, 2009

DATED this 17<sup>th</sup> day of July 2024

Willow A. Jager Individually and as Trustee of The  
Jager Family Trust dated June 30, 2009

### **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:

**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: \_\_\_\_\_

**CERTIFICATE OF SERVICE**

I hereby certify that on **July 23, 2024**, 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 TRAURIG, LLP

**LIST OF EXHIBITS**

<b>EXHIBIT</b>	<b>DESCRIPTION</b>
Exhibit A	Legal Description
Exhibit B	Residential Purchase Agreement and any Addenda thereto