

1 KARA B. HENDRICKS
 Nevada Bar No. 07743
 2 JASON K. HICKS
 Nevada Bar No. 13149
 3 KYLE A. EWING
 Nevada Bar No. 014051
 4 **GREENBERG TRAUERIG, LLP**
 10845 Griffith Peak Drive, Suite 600
 Las Vegas, Nevada 89135
 Telephone: (702) 792-3773
 6 Facsimile: (702) 792-9002
 7 Email: hendricksk@gtlaw.com
 hicksja@glaw.com
 8 ewingk@gtlaw.com

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

11
 12 **UNITED STATES DISTRICT COURT**

13 **DISTRICT OF NEVADA**

14 SECURITIES AND EXCHANGE
 COMMISSION,

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

15
 16 Plaintiff,

**MOTION TO COMPEL OR
 ALTERNATIVE MOTION FOR
 ORDER TO SHOW CAUSE WHY
 GARRETT OGATA SHOULD NOT BE
 HELD IN CONTEMPT FOR FAILURE
 TO COMPLY WITH THIS COURT'S
 ORDER APPOINTING RECEIVER
 DUE TO FAILURE TO TURNOVER
 ASSETS**

17 vs.

18 MATTHEW WADE BEASLEY; BEASLEY
 LAW GROUP PC; JEFFREY J. JUDD;
 CHRISTOPHER R. HUMPHRIES; J&J
 19 CONSULTING SERVICES, INC., an Alaska
 Corporation; J&J CONSULTING SERVICE,
 20 INC., a Nevada Corporation; J AND J
 PURCHASING LLC; SHANE M. JAGER;
 21 JASON M. JONGEWARD; DENNY
 SEYBERT; and ROLAND TANNER;

22 Defendants;

23 THE JUDD IRREVOCABLE TRUST; PAJ
 24 CONSULTING INC; BJ HOLDINGS LLC;
 STIRLING CONSULTING, LLC.; CJ
 25 INVESTMENTS, LLC; ROCKING HORSE
 PROPERTIES, LLC; TRIPLE THREAT
 26 BASKETBALL, LLC; ACAC LLC;
 ANTHONY MICHAEL ALBERTO, JR., and
 27 MONTY CREW LLC;

28 Relief Defendants.

Greenberg Traurig, LLP
 10845 Griffith Peak Drive, Suite 600
 Las Vegas, NV 89135
 (702) 792-3773
 (702) 792-9002 (fax)

MOTION TO COMPEL OR ALTERNATIVE MOTION FOR ORDER TO SHOW CAUSE WHY GARRETT OGATA SHOULD NOT BE HELD IN CONTEMPT FOR FAILURE TO COMPLY WITH THIS COURT’S ORDER APPOINTING RECEIVER DUE TO FAILURE TO TURNOVER ASSETS

Comes now, Geoff Winkler, the Court-appointed Receiver (the “Receiver”) for J&J Consulting Services, Inc., an Alaska corporation; J&J Consulting Services, Inc., a Nevada corporation; J and J Purchasing LLC; The Judd Irrevocable Trust; and BJ Holdings LLC, and over the Wells Fargo Interest on Lawyers’ Trust Account ending in 5598 and held in the name of Beasley Law Group PC, along with the personal assets of Matthew Wade Beasley; Jeffrey J. Judd; Christopher R. Humphries; Shane M. Jager; Jason M. Jongeward; Denny Seybert; and Roland Tanner (collectively, the “Receivership Defendants”), by and through counsel of record the law firm of Greenberg Traurig, LLP, and hereby submits the following Motion to Compel or Alternative Motion for Order to Show Cause Why Garret Ogata should not be Held in Contempt for Failure to Comply with this Court’s Order Appointing Receiver (ECF 88) and failing to turnover assets.

This Motion is based upon the attached Memorandum of Points and Authorities, the exhibits hereto including the Declarations of Jason Hicks, Esq. and Geoff Winkler attached hereto, the pleadings and papers on file herein, and such other and further arguments and evidence as may be presented to the Court in connection with the Motion.

DATED this 29th day of June, 2022.

GREENBERG TRAUIG, LLP

By: /s/ Kara B. Hendricks

KARA B. HENDRICKS, ESQ.

Nevada Bar No. 07743

JASON K. HICKS, ESQ.

Nevada Bar No. 13149

KYLE A. EWING, ESQ.

Nevada Bar No. 014051

Email: hendricksk@gtlaw.com

hicksja@gtlaw.com

ewingk@gtlaw.com

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

Greenberg Traurig, LLP
10845 Griffith Peak Drive, Suite 600
Las Vegas, NV 89135
(702) 792-3773
(702) 792-9002 (fax)

1 **CERTIFICATION OF EFFORTS TO CONFER PRIOR TO FILING**

2 The Receiver and his counsel have conferred with Garrett Ogata, counsel for Matthew W.
3 Beasley, in good faith attempts to resolve the disputes raised in this Motion without the need for
4 Court intervention. After a sincere effort to do so, including telephone calls, text messages and
5 written correspondence, the parties have been unable to resolve the matter without court action,
6 necessitating the instant Motion. *See* Declaration of Jason Hicks attached hereto as **Exhibit 1**.

7 **MEMORANDUM OF POINTS AND AUTHORITIES**

8 **I. INTRODUCTION**

9 Through this Motion, the Receiver requests an Order to Show Cause why Garrett Ogata
10 should not be compelled to turn over a Bentley Continental GT automobile (“Bentley”) he acquired
11 from Matthew Wade Beasley or alternative held in civil contempt for failure to immediately turn
12 over the same as is required by this Court’s June 3, 2022 Order Appointing Receiver (ECF 88)
13 (the “Appointment Order”). As discussed herein, the Appointment Order expressly calls for the
14 turnover of, among other items, receivership assets. In the time since this Court entered the
15 Appointment Order, the Receiver has become aware that Beasley transferred money and other
16 receivership assets including, but not limited to, a Bentley believed to have a value in excess of
17 \$200,000¹ to Garrett T. Ogata, Beasley’s counsel. The Receiver has, individually and through
18 counsel, communicated with Mr. Ogata seeking surrender of the Bentley under the Appointment
19 Order but Mr. Ogata has failed to cooperate. During the course of communications, Mr. Ogata
20 represented to Jason Hicks, counsel for the Receiver, that Mr. Ogata had obtained an order from a
21 federal judge authorizing him to accept the Bentley and liquidate the same as payment for his
22 services as counsel.² Despite repeated requests, Mr. Ogata could not identify what judge granted
23 any such order and has not provided a copy of the same.³ Given the clear language of the
24 Appointment Order, the funds paid to Mr. Ogata by Beasley as well as the Bentley are Receivership
25 Assets which are subject to the turnover provisions of the Appointment Order. The Receiver

26 ¹ Upon information and belief, a 2020 Bentley Continental GT Coupe W12 has an original MSRP of
27 approximately \$224,225. *See 2020 Bentley Continental GT, CAR AND DRIVER*,
<https://www.caranddriver.com/bentley/continental-gt-2020> (last visited June 27, 2022).

28 ² *See* Declaration of Jason Hicks (the “Hicks Decl.”) attached hereto as **Exhibit 1**.

³ *Id.*

1 respectfully submits that the Appointment Order is clear on its face, and that the requested turnover
2 of funds and assets is not merely required, but fundamental to the very purpose of the instant
3 receivership. Given the undeniable violation of the specific and definite order of this Court that
4 the assets and funds be turned over to the Receiver, an order to compel or order to show cause
5 should issue.

6 II. RELEVANT FACTUAL BACKGROUND

7 On June 3, 2022, this Court entered the Appointment Order, Sections II and IV of which
8 provide “[a]ll persons and entities having control, custody or possession of any Receivership
9 Property are hereby directed to turn such property over to the Receiver” and “[t]he Receiver is
10 authorized to take immediate control of all personal property of the Receivership Defendants[.]”
11 ECF No. 88. Section III of the Appointment Order further obligates individuals and entities in
12 receipt of the Appointment Order to “[c]ooperate expeditiously in providing information and
13 transferring funds, assets and accounts to the Receiver or at the direction of the Receiver.” *Id.*

14 On June 7, 2022, counsel for the Receiver sent written correspondence to Mr. Ogata
15 advising of the Appointment Order and Beasley’s obligations thereunder (the “June 7 Letter”).⁴
16 Having received no response, the Receiver sent a second letter on June 14, 2022 which reiterated
17 Beasley’s and his counsel’s obligations under the Appointment Order (the “June 14 Letter”).⁵
18 Specifically, the June 14 Letter stated:

19 “Matthew Beasley, and anyone acting on your client’s behalf, including your firm,
20 are affirmatively obligated under the receivership order to immediately turn over
21 all assets in your possession that constitute receivership property, including
22 personal assets, such as real property, personal property, cash, bank and investment
accounts, and vehicles.”⁶

23 The June 14 Letter further advised:

24 “Accordingly, your client, and you to the extent you are in possession or control of
25 such property or information, are currently in contempt of the [Appointment
Order].”⁷

26 ⁴ See June 7, 2022 Correspondence attached hereto as **Exhibit 2**.

27 ⁵ See June 14, 2022 Correspondence attached hereto as **Exhibit 3**.

28 ⁶ **Ex. 3**, June 14, 2022 Correspondence.

⁷ *Id.*

1 The following day, Mr. Hicks and Mr. Ogata conferred, via telephone, regarding the June 7
 2 Letter and the June 14 Letter.⁸ At that time, Mr. Ogata informed Mr. Hicks that he had been
 3 retained to represent Beasley in a pending criminal matter and in another, or other, contemplated
 4 forthcoming criminal matters and that Beasley had also transferred Mr. Ogata the Bentley as a fee
 5 deposit.⁹ Additionally, Mr. Ogata stated that Beasley had already paid some unidentified amount
 6 for his services. When Mr. Hicks asked Ogata about the status of the Bentley, Ogata responded
 7 that a federal judge had signed an order authorizing him to accept and liquidate the Bentley as
 8 payment for his fees.¹⁰ Mr. Hicks asked Mr. Ogata what judge signed that order but he stated he
 9 could not recall but advised he would follow up.¹¹ Having received no follow up or other
 10 information from Mr. Ogata, and a week having passed, Mr. Hicks called Mr. Ogata on June 22,
 11 2022 and left a voicemail following up on his representation that he would send the purported
 12 order.¹² Again, Mr. Hicks did not hear back.¹³ Thereafter, on June 23, 2022, Mr. Hicks sent
 13 subsequent correspondence to Mr. Ogata requesting he contact the Receiver by June 27, 2022 to
 14 avoid the filing of a motion with the Court.¹⁴

15 On June 27, 2022, the Receiver conferred with Mr. Ogata via text message at which time
 16 the Receiver advised Ogata of his need to immediately pick up the Bentley.¹⁵ Ogata and the
 17 Receiver conferred via telephone on June 27 and discussed the turnover. The Receiver reminded
 18 Mr. Ogata that he was required to turnover the vehicle under the Order Appointing Receiver and
 19 that any discussion of fees would first require him to turnover the vehicle.¹⁶

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 23 ⁸ Ex. 1, Hicks Decl.

24 ⁹ *Id.*.

25 ¹⁰ *Id.*

26 ¹¹ *Id.*

27 ¹² *Id.*

28 ¹³ *Id.*

¹⁴ Ex. 1, Hicks Decl.; *see also* June 23, 2022 Correspondence attached hereto as **Exhibit 4**.

¹⁵ *See* Declaration of Geoff Winkler (the “Winkler Dep.”) attached hereto as **Exhibit 5**.

¹⁶ Ex. 5, Winkler Decl.

1 The following day, June 28, 2022, Ogata sent a text message to the Receiver informing that
 2 he would be leaving for vacation until July 6, 2022.¹⁷ The Receiver then advised that the Bentley
 3 needed to be picked up before Ogata left for vacation and offered to pick the Bentley up at that
 4 moment.¹⁸ The Receiver further advised that Ogata was placing him in a position in which he was
 5 not able to carry out his duties as the Receiver and that he would be forced file the instant Motion
 6 since it had been almost a month since the Appointment Order was entered.¹⁹ Ogata did not
 7 respond and as of the filing of this Motion, Ogata has not yet turned over the Bentley.²⁰

8 III. LEGAL ARGUMENT

9 An order compelling Mr. Ogata to turn over the Bentley and any additional assets he
 10 received from Beasley is warranted. Additionally, this Court has the ability to issue an order to
 11 show cause why the Appointment Order is not being followed. “Courts have inherent power to
 12 enforce compliance with their lawful orders through civil contempt.” *Shillitani v. United States*,
 13 384 U.S. 364, 370 (1966). Indeed, Courts “are universally acknowledged to be vested, by their
 14 very creation, with power to impose silence, respect, and decorum, in their presence, and
 15 submission to their lawful mandates.” *Chambers v. NASCO, Inc.*, 501 U.S. 32, 43, 111 S. Ct.
 16 2123, 2132 (1991) (quoting *Anderson v. Dunn*, 19 U.S. 204, 5 L. Ed. 242 (1821)) (emphasis
 17 added). “These powers are ‘governed not by rule or statute but by the control necessarily vested
 18 in courts to manage their own affairs so as to achieve the orderly and expeditious disposition of
 19 cases.’” *Id.* (quoting *Link v. Wabash R. Co.*, 370 U.S. 626, 630-631, 8 L. Ed. 2d 734, 82 S. Ct.
 20 1386 (1962)). The most prominent power is the contempt sanction, “which a judge must have and
 21 exercise in protecting the due and orderly administration of justice and in maintaining the authority
 22 and dignity of the court.” *Roadway Express, Inc. v. Piper*, 447 U.S. 752, 764, 100 S. Ct. 2455
 23 (1980). In exercising their inherent authority to enforce compliance, courts routinely find
 24 contempt in instances where a party fails to comply with turnover orders. *See e.g. Armstrong v.*
 25 *Guccione*, 470 F.3d 89, 100-02 (2d Cir. 2006) (incarcerating a corporate officer found to be in

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 27 ¹⁷ Ex. 5, Winkler Decl.

28 ¹⁸ *Id.*

¹⁹ *Id.*

²⁰ *Id.*

1 contempt of a court’s turnover order for failing and/or refusing to turnover corporate records and
2 assets); *see also Commodity Futures Trading Comm’n ex rel. Kelley v. Skorupskas*, 605 F. Supp.
3 923, 945, fn 23 (E.D. Mich. 1985) (In an action arising from a Ponzi scheme, the defendant was
4 found to be in contempt of the court’s order and the receivership order because the defendant
5 established a new operation in the basement of her parents’ home in which she developed clubs
6 designed to circumvent the court’s order. Additionally, the receiver permitted the defendant to
7 retain a Mercedes Benz for her own personal use. However, immediately thereafter, the defendant
8 used the Mercedes as collateral for a loan, in violation of the court order.); *see also SEC v. Res.*
9 *Dev. Int’l*, 291 F. App’x 660, 661 (5th Cir. 2008) (In an action by the SEC arising out of an illegal
10 Ponzi scheme, a non-party was found in contempt of the court’s order to turn over assets to the
11 receivership by refusing to either turn over the assets or to provide an accounting of the same.).

12 To hold a party in civil contempt, “the moving party has the burden of showing by clear
13 and convincing evidence that the [nonmoving party] violated a specific and definite order of the
14 court.” *FTC v. Affordable Media, LLC*, 179 F.3d 1228, 1239 (9th Cir. 1999) (quoting *Stone v. City*
15 *and County of San Francisco*, 968 F.2d 850, 856 n. 9 (9th Cir. 1992)); *see also In re Dual-Deck*
16 *Video Cassette Recorder Antitrust Litig.*, 10 F.3d 693, 695 (9th Cir. 1993) (“Civil
17 contempt... consists of a part’s disobedience to a specific and definite court order by failure to take
18 all reasonable steps within the party’s power to comply.”). In this context, “[c]lear and convincing
19 evidence means evidence sufficient to support a finding of ‘high probability’”. *Waits v. Frito-Lay,*
20 *Inc.*, 978 F.2d 1093, 1105 (9th Cir. 1992), *abrogated by Lexmark Int’l, Inc. v. Static Control*
21 *Components, Inc.*, 572 U.S. 118, 134 S.Ct. 1377 (2014). Upon a demonstration that a specific and
22 definite order was violated, “[t]he burden then shifts to the contemnors to demonstrate why they
23 were unable to comply.” *Affordable Media*, 179 F.3d at 1239.²¹

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28 ²¹ The Ninth Circuit has found contempt sanctions are not warranted when a party’s action (or inaction)
“appears to be based on a good faith and reasonable interpretation” of the Court’s order. *Vertex Distrib.,*
Inc. v. Falcon Foam Plastics, Inc., 689 F.2d 885, 889 (9th Cir. 1982).

1 When construing an order, the court shall look to the “natural reading of its text.” *Ruiz v.*
2 *Snohomish Cnty. Pub. Util. Dist. No. 1*, 824 F.3d 1161, 1167 (9th Cir., 2916). “If the judgment is
3 unambiguous, the court may not consider ‘extraneous’ evidence to explain it.’ *Narramore v.*
4 *United States*, 852 F.2d 485, 490 (9th Cir. 1988) (internal citations omitted). Moreover, as the
5 Ninth Circuit’s holding in *F.T.C. v. Network Servs. Depot, Inc.*, 617 F.3d 1127 (9th Cir. 2010),
6 recognizes, “[a]n attorney is an ‘officer of the court’ who, by virtue of his or her professional
7 position, undertakes certain ‘special duties . . . to avoid conduct that undermines the integrity of
8 the adjudicative process.” *Network Serves.* at 1143, *see also, S.E.C. v. Fujinaga and MRI Int’l,*
9 *Inc.*, No. 2-13-cv-1658-JCM-CWH, 2020 WL 3050713 at *3 (D. Nev. June 8, 2020).

10 Here, the plain and natural language of the Appointment order is clear: “[a]ll persons and
11 entities having control, custody or possession of any Receivership Property are hereby directed to
12 turn such property over to the Receiver” and [t]he Receiver is authorized to take immediate control
13 of all personal property of the Receivership Defendants[.]” ECF No. 88 at ¶¶ 15-22. Indeed,
14 further supporting the Receiver’s position is the fact that the Appointment Order expressly defines
15 “Receivership Property” as:

16 “all property interests of the Receivership Defendants, including, but not limited to,
17 monies funds, securities, credits, effects, goods, chattels, lands, premises, leases,
18 claims, rights and other assets, together with all rents, profits, dividends, interest or
19 other income attributable thereto, of whatever kind, the Receivership Defendants
20 own, possess, have a beneficial interest in, or control directly or indirectly.”
ECF No. 88 at ¶ 7(A).

21 By Ogata’s own words, he has accepted the Bentley as well as funds from Beasley in
22 exchange for his legal services.²² Thus, there can be no good faith argument that the terms of the
23 Appointment Order are vague or ambiguous in any way nor can there be any dispute that the
24 transference of one of Beasley’s vehicles would be subject to the terms of the Appointment Order.
25 As a result, under the clear terms of the Appointment Order, the Bentley and the funds paid to
26 Ogata are subject to the turnover provisions of the Appointment Order and Beasley and/or his
27 counsel’s failure or refusal to comply therewith subjects Beasley and those acting on his behalf to

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²² Ex. 1, Hicks Decl.

1 civil contempt to enforce compliance with the Appointment Order.²³ See *Shillitani*, 384
2 U.S. at 370.

3 In an instance such as this, an attorney has an affirmative duty to act in a manner that
4 adheres to, and upholds, the terms of a court’s order. In fact, this Court has previously found, in a
5 situation strikingly similar to this, “[a]n attorney is an ‘officer of the court’ who, by virtue of his
6 or her professional position, undertakes certain ‘special duties . . . to avoid conduct that undermines
7 the integrity of the adjudicative process.’” *S.E.C. v. Fujinaga and MRI Int’l, Inc.*, No. 2-13-cv-
8 1658-JCM-CWH, 2020 WL 3050713 at *3 (D. Nev. June 8, 2020) (quoting *F.T.C. v. Network*
9 *Servs. Depot, Inc.*, 617 F.83d 1127 (9th Cir. 2010)). In *Fujinaga*, this Court considered whether
10 funds paid to a law firm by a relief defendant in an action to recover ponzi scheme funds were
11 subject to the terms of a temporary restraining order and preliminary injunction and emphasized
12 the attorney’s obligation to ensure compliance with a court’s order. *Fujinaga*, 2020 WL 3050713
13 at *3. Ultimately the court found that the firm receiving the funds had an affirmative obligation
14 to ensure those funds were not subject to the terms of the court’s order and by failing to do so, the
15 firm was in contempt of the court’s order. *Id.*

16 Applying the holding in *Fujinaga* to the instant matter, it is abundantly clear that by failing
17 and/or refusing to turn over the Bentley and the funds in accordance with the Receiver’s demand,
18 Beasley and/or Ogata have willingly violated the terms of the Appointment Order and an order to
19 show cause and finding of civil contempt is necessary. As such, an order to show cause is
20 warranted and absent good cause, Beasley and/or those acting on his behalf, including Ogata,
21 should be found in contempt of the Appointment Order.

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28 ²³ At this juncture, it is unclear how much Ogata was paid and whether Ogata remains in possession of the Bentley.

IV. CONCLUSION

For the foregoing reasons, the Receiver respectfully requests this Court enter an Order to Compel the turnover of the Bentley and any other assets in Mr. Ogata’s possession that were obtained from Mr. Beasley. Alternatively, an order to show cause should issue as to why Mr. Ogata has not complied with and should not be held in civil contempt for his violation of the Appointment Order.

DATED this 29th day of June, 2022.

GREENBERG TRAUIG, LLP

By: */s/ Kara B. Hendricks*

KARA B. HENDRICKS, ESQ.

Nevada Bar No. 07743

JASON K. HICKS, ESQ.

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KYLE A. EWING, ESQ.

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Email: hendricksk@gtlaw.com

hicksja@gtlaw.com

ewingk@gtlaw.com

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

Greenberg Traurig, LLP
10845 Griffith Peak Drive, Suite 600
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CERTIFICATE OF SERVICE

I hereby certify that, on the 29th day of June, 2022, a true and correct copy of the foregoing **MOTION TO COMPEL OR ALTERNATIVE MOTION FOR ORDER TO SHOW CAUSE WHY GARRETT OGATA SHOULD NOT BE HELD IN CONTEMPT FOR FAILURE TO COMPLY WITH THIS COURT’S ORDER APPOINTING RECEIVER DUE TO FAILURE TO TURNOVER ASSETS** 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 by United States first class mail, postage pre-paid on the parties listed below:

Garrett T Ogata
THE LAW OFFICES OF GARRETT T OGATA
2880 W Sahara Avenue
Las Vegas, Nevada 89102
Telephone: 702-366-0891
Fax: 702-947-6590

/s/ Evelyn Escobar-Gaddi
An employee of GREENBERG TRAUIG, LLP

Greenberg Traurig, LLP
10845 Griffith Peak Drive, Suite 600
Las Vegas, NV 89135
(702) 792-3773
(702) 792-9002 (fax)

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EXHIBIT 1

EXHIBIT 1

Declaration of Jason Hicks, Esq.

1 KARA B. HENDRICKS, ESQ.

Nevada Bar No. 07743

2 JASON K. HICKS, ESQ.

Nevada Bar No. 13149

3 KYLE A. EWING, ESQ.

Nevada Bar No. 014051

4 **GREENBERG TRAUERIG, LLP**

5 10845 Griffith Peak Drive, Suite 600

Las Vegas, Nevada 89135

6 Telephone: (702) 792-3773

7 Facsimile: (702) 792-9002

Email: hendricksk@gtlaw.com

8 hicksja@gtlaw.com

ewingk@gtlaw.com

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

12 **IN THE UNITED STATES DISTRICT COURT**

13 **FOR THE DISTRICT OF NEVADA**

14 SECURITIES AND EXCHANGE COMMISSION,

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

15 Plaintiff,

16 vs.

**DECLARATION OF JASON K. HICKS,
ESQ. IN SUPPORT OF MOTION TO
COMPEL OR ALTERNATIVE
MOTION FOR ORDER TO SHOW
CAUSE WHY GARRETT OGATA
SHOULD NOT BE HELD IN
CONTEMPT FOR FAILURE TO
COMPLY WITH THIS COURT'S
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DUE TO FAILURE TO TURNOVER
ASSETS**

17 MATTHEW WADE BEASLEY; BEASLEY LAW
18 GROUP PC; JEFFREY J. JUDD; CHRISTOPHER
19 R. HUMPHRIES; J&J CONSULTING SERVICES,
20 INC., an Alaska Corporation; J&J CONSULTING
21 SERVICE, INC., a Nevada Corporation; J AND J
PURCHASING LLC; SHANE M. JAGER; JASON
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ROLAND TANNER,

22 Defendants,

23 THE JUDD IRREVOCABLE TRUST; PAJ
24 CONSULTING INC; BJ HOLDINGS LLC;
25 STIRLING CONSULTING, LLC.; CJ
26 INVESTMENTS, LLC; ROCKING HORSE
27 PROPERTIES, LLC; TRIPLE THREAT
28 BASKETBALL, LLC; ACAC LLC; ANTHONY
MICHAEL ALBERTO, JR., and MONTY CREW
LLC;

Relief Defendants.

GREENBERG TRAUERIG, LLP
10845 Griffith Peak Drive
Suite 600
Las Vegas, Nevada 89135
Telephone: (702) 792-3773
Facsimile: (702) 792-9002

DECLARATION OF JASON K. HICKS, ESQ. IN SUPPORT OF MOTION TO COMPEL OR ALTERNATIVE MOTION FOR ORDER TO SHOW CAUSE WHY GARRETT OGATA SHOULD NOT BE HELD IN CONTEMPT FOR FAILURE TO COMPLY WITH THIS COURT’S ORDER APPOINTING RECEIVER DUE TO FAILURE TO TURNOVER ASSETS

I, JASON K. HICKS, hereby declare as follows:

1. I am a shareholder with the law firm of Greenberg Traurig, LLP, counsel 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 above-entitled action.

2. I make this declaration in support of the Receiver’s Motion to Compel or Alternative Motion for Order to Show Cause Why Garrett Ogata Should Not be Held in Contempt for Failure to Comply With This Court’s Order Appointing Receiver Due to Failure to Turnover Assets (the “Motion”).

3. I have personal knowledge of the following facts and am competent to testify thereto if necessary.

4. On June 7, 2022, my office sent written correspondence to Garrett Ogata, counsel for Matthew W. Beasley advising of this Court’s Order Appointing Receiver (the “Appointment Order”) and informing Ogata of his obligations thereunder (the “June 7 Letter”). A true and correct copy of the same is attached as **Exhibit 2** to the Motion.

5. Having received no response, I sent a second letter on June 14, 2022, which reiterated Beasley’s and Ogata’s obligations under the Appointment Order (the “June 14 Letter”). A true and correct copy of the same is attached as **Exhibit 3** to the Motion.

6. Specifically, the June 14 Letter stated:

“Matthew Beasley, and anyone acting on your client’s behalf, including your firm, are affirmatively obligated under the receivership order to immediately turn over all assets in your possession that constitute receivership property, including personal assets, such as real property, personal property, cash, bank and investment accounts, and vehicles.”

///

///

GREENBERG TRAURIG, LLP
10845 Griffith Peak Drive
Suite 600
Las Vegas, Nevada 89135
Telephone: (702) 792-3773
Facsimile: (702) 792-9002

EXHIBIT 2

EXHIBIT 2

June 7, 2022 Letter from Kara Hendricks to Garrett Ogata



Kara B. Hendricks
Tel 702.792.3773
Fax 702.792.9002
hendricksk@gtlaw.com

June 7, 2022

VIA EMAIL AND U.S. MAIL

Garrett T. Ogata, Esq.
The Law Offices of Garrett T. Ogata
2880 W. Sahara Ave.
Las Vegas, NV 89102
court@gtogata.com

**Re: Securities and Exchange Commission v. Matthew Wade Beasley, et al.
Case No. 2:22-cv-00612
Appointment of Receiver**

Dear Mr. Ogata:

Please be advised that the law firm of Greenberg Traurig, LLP, represents the Court-appointed receiver, Geoff Winkler of American Fiduciary Services LLC, in the above-referenced matter. Attached please find the June 3, 2022 Order Appointing Receiver (“Receivership Order”) by which the Court, among other things, took exclusive jurisdiction and possession of assets of the J&J Receivership Defendants, the assets of the Beasley Wells Fargo Interest on Lawyers’ Trust Account (“IOLTA”) account, and the assets of the Individual Receivership Defendants as referenced therein. In addition, the Receivership Order provides Mr. Winkler certain powers and authorities related to the Receivership Defendants and specified assets, including control and possession of J&J Consulting Services, Inc., J&J Consulting Services, Inc., J and J Purchasing LLC, the Judd Irrevocable Trust; and BJ Holdings LLC and each entity’s assets.

As counsel for Defendant Matthew Wade Beasley, we expect that you will provide him with a copy of the Receivership Order and ensure his cooperation and compliance with the same.

Mr. Winkler requests a meeting with you and/or your client. Please contact our office or Mr. Winkler to schedule the same. Thank you for your assistance in this matter.

Best regards,

**GREENBERG TRAURIG, LLP
Kara B. Hendricks**

cc: Geoff Winkler

- ALBANY
- AMSTERDAM
- ATLANTA
- AUSTIN
- BOSTON
- CHICAGO
- DALLAS
- DELAWARE
- DENVER
- FORT LAUDERDALE
- HOUSTON
- LAS VEGAS
- LONDON*
- LOS ANGELES
- MEXICO CITY*
- MIAMI
- MILAN**
- NEW JERSEY
- NEW YORK
- NORTHERN VIRGINIA
- ORANGE COUNTY
- ORLANDO
- PALM BEACH COUNTY
- PHILADELPHIA
- PHOENIX
- ROME**
- SACRAMENTO
- SAN FRANCISCO
- SEOUL**
- SHANGHAI
- SILICON VALLEY
- TALLAHASSEE
- TAMPA
- TEL AVIV*
- WARSAW-
- WASHINGTON, D.C.
- WESTCHESTER COUNTY

* OPERATES AS GREENBERG TRAURIG MAHER LLP
 * OPERATES AS GREENBERG TRAURIG, S.C.
 * A BRANCH OF GREENBERG TRAURIG, P.A. FLORIDA, USA
 - OPERATES AS GREENBERG TRAURIG GRZESIAK sp. z o.o.
 ** OPERATES AS GREENBERG TRAURIG LLP FOREIGN LEGAL CONSULTANT OFFICE
 ** STRATEGIC ALLIANCE

1 TRACY S. COMBS (California Bar No. 298664)
2 Email: combst@sec.gov
3 CASEY R. FRONK (Illinois Bar No. 6296535)
4 Email: fronkc@sec.gov
5 SECURITIES AND EXCHANGE COMMISSION
6 351 South West Temple, Suite 6.100
7 Salt Lake City, Utah 84101
8 Tel: (801) 524-5796
9 Fax: (801) 524-3558

10
11
12 **UNITED STATES DISTRICT COURT**
13 **FOR THE DISTRICT OF NEVADA**

14 SECURITIES AND EXCHANGE
15 COMMISSION,

Case No.: 2:22-cv-00612

16 Plaintiff,

Judge: James C. Mahan
Magistrate Judge: Elayna J. Youchah

17 vs.

ORDER APPOINTING

RECEIVER

18 MATTHEW WADE BEASLEY; BEASLEY
19 LAW GROUP PC; JEFFREY J. JUDD;
20 CHRISTOPHER R. HUMPHRIES; J&J
21 CONSULTING SERVICES, INC., an Alaska
22 Corporation; J&J CONSULTING SERVICE,
23 INC., a Nevada Corporation; J AND J
24 PURCHASING LLC; SHANE M. JAGER;
25 JASON M. JONGEWARD; DENNY
26 SEYBERT; and ROLAND TANNER;

27 Defendants;

28 THE JUDD IRREVOCABLE TRUST; PAJ
CONSULTING INC; BJ HOLDINGS LLC;
STIRLING CONSULTING, L.L.C.; CJ
INVESTMENTS, LLC; JL2
INVESTMENTS, LLC; ROCKING HORSE
PROPERTIES, LLC; TRIPLE THREAT
BASKETBALL, LLC; ACAC LLC;
ANTHONY MICHAEL ALBERTO, JR.; and
MONTY CREW LLC;

Relief Defendants.

1 **WHEREAS** this matter has come before this Court upon motion of the Plaintiff U.S.
2 Securities and Exchange Commission (“SEC”, “Commission” or “Plaintiff”) to appoint a
3 receiver in the above-captioned action and for related relief;

4 **WHEREAS** the Court has found based on the evidence presented and record in this case
5 that the Commission has made a proper *prima facie* showing that Defendants directly and
6 indirectly engaged in violations of the federal securities laws as alleged in the Complaint, and
7 thus, the equity jurisdiction of this Court has been properly invoked and the Court possesses the
8 power and authority to fashion appropriate remedies and relief;

9 **WHEREAS** the Court finds that, based on the record in these proceedings, the
10 appointment of a receiver in this action is necessary and appropriate for the purposes of
11 marshaling and preserving all assets of the Defendants and those assets of certain Relief
12 Defendants that: (a) are attributable to funds derived from investors or clients of the Defendants;
13 (b) are held in constructive trust for the Defendants; (c) were fraudulently transferred by the
14 Defendants; and/or (d) may otherwise be includable as assets of the estates of the Defendants;

15 **WHEREAS** this Court has subject matter jurisdiction over this action and personal
16 jurisdiction over the Defendants and Relief Defendants, has jurisdiction to determine the
17 applicability of the automatic stay to this action, and venue properly lies in this district; and

18 **WHEREAS**, the Court finds that the Commission has brought this action to enforce the
19 federal securities laws, in furtherance of the Commission’s police and regulatory powers, and the
20 relief sought by the Commission and provided in this Order is in the public interest by preserving
21 the illicit proceeds of fraudulent conduct, penalizing past unlawful conduct and deterring future
22 wrongdoing, and is not in furtherance of a pecuniary purpose, and therefore, the Court concludes
23 that the entry of this Order is excepted from the automatic stay pursuant to Section 362(b)(4) of
24 the Bankruptcy Code, 11 U.S.C. §362(b)(4).

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NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED

THAT:

1 1. This Court hereby takes exclusive jurisdiction and possession of the assets, of
2
3 whatever kind and wherever situated, of the following Defendants and/or Relief Defendants:
4 J&J Consulting Services, Inc., an Alaska corporation; J&J Consulting Services, Inc., a Nevada
5 corporation; J and J Purchasing LLC; The Judd Irrevocable Trust; and BJ Holdings LLC
6 (collectively, the “J&J Receivership Defendants”).

7
8 2. Subject to further order of the Court, the Court shall not take exclusive
9 jurisdiction and possession of the assets of Defendant Beasley Law Group PC, except for the
10 Wells Fargo Interest On Lawyers’ Trust Account (“IOLTA”) No. XXXXXX5598 in the name of
11 Beasley Law Group PC (the “Beasley IOLTA”).

12 3. This Court hereby takes exclusive jurisdiction and possession of the personal
13 assets, of whatever kind and wherever situated, of the following Defendants: Matthew Wade
14 Beasley; Jeffrey J. Judd; Christopher R. Humphries; Shane M. Jager; Jason M. Jongeward;
15 Denny Seybert; and Roland Tanner (collectively, the “Individual Receivership Defendants”, and
16 together with the J&J Receivership Defendants and the Beasley IOLTA, the “Receivership
17 Defendants”).

18 4. Until further Order of this Court, **GEOFF WINKLER** of **AMERICAN**
19 **FIDUCIARY SERVICES LLC** (the “Receiver”) is hereby appointed to serve without bond as
20 receiver for the estates of the J&J Receivership Defendants, the assets of the Beasley IOLTA,
21 and the assets of the Individual Receivership Defendants (collectively, the “Receivership
22 Estate”). In addition to and independent of his appointment as Receiver, pursuant to the Court’s
23 equitable powers and inherent authority, the Court further appoints **GEOFF WINKLER** as the
24 sole and exclusive officer, director and managing member of each of the J&J Receivership
25 Defendants.

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- 1 C. To manage, control, operate and maintain the Receivership Estate and
2 hold in his possession, custody and control all Receivership Property,
3 pending further Order of this Court;
- 4 D. To use Receivership Property for the benefit of the Receivership Estate,
5 making payments and disbursements and incurring expenses as may be
6 necessary or advisable in the ordinary course of business in discharging
7 his duties as Receiver;
- 8 E. To take any action which, prior to the entry of this Order, could have been
9 taken by the officers, directors, partners, managers, trustees and agents of
10 the Receivership Defendants;
- 11 F. To engage and employ persons in his discretion, subject to approval of the
12 Court, to assist him in carrying out his duties and responsibilities
13 hereunder, including, but not limited to, accountants, attorneys, securities
14 traders, registered representatives, financial or business advisers,
15 liquidating agents, real estate agents, forensic experts, brokers, traders or
16 auctioneers;
- 17 G. To take such action as necessary and appropriate for the preservation of
18 Receivership Property or to prevent the dissipation or concealment of
19 Receivership Property;
- 20 H. To issue subpoenas for documents and testimony consistent with the
21 Federal Rules of Civil Procedure, without further Court order;
- 22 I. To bring such legal actions based on law or equity in any state, federal, or
23 foreign court as the Receiver deems necessary or appropriate in
24 discharging his duties as Receiver;
- 25 J. To pursue, resist and defend all suits, actions, claims and demands which
26 may now be pending or which may be brought by or asserted against the
27 Receivership Estate; and,
- 28 K. To take such other action as may be approved by this Court.

1 **II. ACCESS TO INFORMATION**

2 8. The Individual Receivership Defendants and the past and/or present officers,
3 directors, agents, managers, general and limited partners, trustees, attorneys, accountants and
4 employees of the J&J Receivership Defendants, are hereby ordered and directed to preserve and
5 turn over to the Receiver forthwith all paper and electronic information of, and/or relating to, the
6 Receivership Defendants and/or all Receivership Property; such information shall include but not
7 be limited to books, records, documents, accounts and all other instruments and papers.

8 9. Within fourteen (14) days of the entry of this Order, the Individual Receivership
9 Defendants shall file with the Court and serve upon the Receiver and the Commission a sworn
10 statement, listing: (a) the identity, location and estimated value of all Receivership Property; (b)
11 all employees (and job titles thereof), other personnel, attorneys, accountants and any other
12 agents or contractors of the Receivership Defendants; and, (c) the names, addresses and amounts
13 of claims of all known creditors of the Receivership Defendants.

14 10. Within thirty (30) days of the entry of this Order, the Individual Receivership
15 Defendants shall file with the Court and serve upon the Receiver and the Commission a sworn
16 statement and accounting, with complete documentation, covering the period from January 1,
17 2016 to the present:

18 A. Of all Receivership Property, wherever located, held by or in the name of
19 the Receivership Defendants, or in which any of them, directly or
20 indirectly, has or had any beneficial interest, or over which any of them
21 maintained or maintains and/or exercised or exercises control, including,
22 but not limited to: (a) all securities, investments, funds, real estate,
23 automobiles, jewelry and other assets, stating the location of each; and/or
24 (b) any and all accounts, including all funds held in such accounts, with
25 any bank, brokerage or other financial institution held by, in the name of,
26 or for the benefit of any of them, directly or indirectly, or over which any
27 of them maintained or maintains and/or exercised or exercises any direct
28 or indirect control, or in which any of them had or has a direct or indirect

1 beneficial interest, including the account statements from each bank,
2 brokerage or other financial institution, and/or law or professional firm
3 holding a retainer;

4 B. Identifying every account at every bank, brokerage or other financial
5 institution: (a) over which Receivership Defendants have signatory
6 authority; and (b) opened by, in the name of, or for the benefit of, or used
7 by, the Receivership Defendants;

8 C. Identifying all credit, bank, charge, debit or other deferred payment card
9 issued to or used by each Receivership Defendant or for which such
10 Receivership Defendant may be liable, including but not limited to the
11 issuing institution, the card or account number(s), all persons or entities to
12 which a card was issued and/or with authority to use a card, the balance of
13 each account and/or card as of the most recent billing statement, and all
14 statements for the last twelve months;

15 D. Of all assets received by any of them from any person or entity, including
16 the value, location, and disposition of any assets so received;

17 E. Of all funds received by the Receivership Defendants, and each of them,
18 in any way related, directly or indirectly, to the conduct alleged in the
19 Commission's Complaint. The submission must clearly identify, among
20 other things, all investors, the securities they purchased, the date and
21 amount of their investments, and the current location of such funds;

22 F. Of all expenditures exceeding \$1,000 made by any of them, including
23 those made on their behalf by any person or entity; and

24 G. Of all transfers of assets made by any of them.

25 11. Within thirty (30) days of the entry of this Order, the Receivership Defendants
26 shall provide to the Receiver and the Commission copies of the Receivership Defendants' federal
27 income tax returns for January 1, 2016 to the present with all relevant and necessary underlying
28 documentation.

1 12. The Individual Receivership Defendants and the J&J Receivership Defendants’
2 past and/or present officers, directors, agents, attorneys, managers, shareholders, employees,
3 accountants, debtors, creditors, managers and general and limited partners, and other appropriate
4 persons or entities shall answer under oath to the Receiver all questions which the Receiver may
5 put to them and produce all documents as required by the Receiver regarding the business of the
6 Receivership Defendants, or any other matter relevant to the operation or administration of the
7 receivership or the collection of funds due to the Receivership Defendants. In the event that the
8 Receiver deems it necessary to require the appearance of the aforementioned persons or entities,
9 the Receiver shall make its discovery requests in accordance with the Federal Rules of Civil
10 Procedure.

11 13. The Receiver may issue subpoenas to compel testimony of persons or production
12 of records, consistent with the Federal Rules of Civil Procedure and applicable Local Rules,
13 except for the provisions of Federal Rule of Civil Procedure 26(d)(1), concerning any subject
14 matter within the powers and duties granted by this Order, without further order of the Court.

15 14. The Receivership Defendants are required to assist the Receiver in fulfilling his
16 duties and obligations. As such, they must respond promptly and truthfully to all requests for
17 information and documents from the Receiver.

18 **III. ACCESS TO BOOKS, RECORDS AND ACCOUNTS**

19 15. The Receiver is authorized to take immediate possession of all assets, bank
20 accounts or other financial accounts, books and records and all other documents or instruments
21 relating to the J&J Receivership Defendants. The Receiver is authorized to take immediate
22 possession of all assets, bank accounts or other financial accounts, books and records and all
23 other documents or instruments for the Individual Receivership Defendants upon application to
24 the Court. All persons and entities having control, custody or possession of any Receivership
25 Property are hereby directed to turn such property over to the Receiver.

26 16. The Receivership Defendants, as well as their agents, servants, employees,
27 attorneys, any persons acting for or on behalf of the Receivership Defendants, and any persons
28 receiving notice of this Order by personal service, facsimile transmission or otherwise, having

1 possession of the property, business, books, records, accounts or assets of the Receivership
2 Defendants are hereby directed to deliver the same to the Receiver, his agents and/or employees.

3 17. All banks, brokerage firms, financial institutions, and other persons or entities
4 which have possession, custody or control of any assets or funds held by, in the name of, or for
5 the benefit of, directly or indirectly, and of the Receivership Defendants that receive actual
6 notice of this Order by personal service, facsimile transmission or otherwise shall:

7 A. Not liquidate, transfer, sell, convey or otherwise transfer any assets, securities,
8 funds, or accounts in the name of or for the benefit of the Receivership
9 Defendants except upon instructions from the Receiver;

10 B. Not exercise any form of set-off, alleged set-off, lien, or any form of self-help
11 whatsoever, or refuse to transfer any funds or assets to the Receiver's control
12 without the permission of this Court;

13 C. Within five (5) business days of receipt of that notice, file with the Court and
14 serve on the Receiver and counsel for the Commission a certified statement
15 setting forth, with respect to each such account or other asset, the balance in the
16 account or description of the assets as of the close of business on the date of
17 receipt of the notice; and,

18 D. Cooperate expeditiously in providing information and transferring funds, assets
19 and accounts to the Receiver or at the direction of the Receiver.

20 **IV. ACCESS TO REAL AND PERSONAL PROPERTY**

21 18. The Receiver is authorized to take immediate control of all personal property of
22 the Receivership Defendants, including jewelry, artwork, and other valuables.

23 19. The Receiver is authorized to take immediate control of all real property of the
24 Receivership Defendants, wherever located, including but not limited to all ownership and
25 leasehold interests and fixtures. Upon receiving actual notice of this Order by personal service,
26 facsimile transmission or otherwise, all persons other than law enforcement officials acting
27 within the course and scope of their official duties, are (without the express written permission of
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1 the Receiver) prohibited from: (a) entering such premises; (b) removing anything from such
2 premises; or, (c) destroying, concealing or erasing anything on such premises.

3 20. In order to execute the express and implied terms of this Order, the Receiver is
4 authorized to change door locks to any premises used by the J&J Receivership Defendants. The
5 Receiver shall have exclusive control of the keys. The J&J Receivership Defendants, or any
6 other person acting or purporting to act on their behalf, are ordered not to change the locks in any
7 manner, nor to have duplicate keys made, nor shall they have keys in their possession during the
8 term of the receivership.

9 21. The Receiver is authorized to open all mail directed to or received by or at the
10 offices or post office boxes of the J&J Receivership Defendants, and to inspect all mail opened
11 prior to the entry of this Order, to determine whether items or information therein fall within the
12 mandates of this Order.

13 22. Upon the request of the Receiver and direction of the Court, the United States
14 Marshal Service, in any judicial district, is hereby ordered to assist the Receiver in carrying out
15 his duties to take possession, custody and control of, or identify the location of, any assets,
16 records or other materials belonging to the Receivership Estate.

17 **V. NOTICE TO THIRD PARTIES**

18 23. The Receiver shall promptly give notice of his appointment to all known officers,
19 directors, agents, employees, shareholders, creditors, debtors, managers and general and limited
20 partners of the Receivership Defendants, as the Receiver deems necessary or advisable to
21 effectuate the operation of the receivership.

22 24. All persons and entities owing any obligation, debt, or distribution with respect to
23 an ownership interest to any Receivership Defendant shall, until further ordered by this Court,
24 pay all such obligations in accordance with the terms thereof to the Receiver and its receipt for
25 such payments shall have the same force and effect as if the Receivership Defendant had
26 received such payment.

27 25. In furtherance of his responsibilities in this matter, the Receiver is authorized to
28 communicate with, and/or serve this Order upon, any person, entity or government office that he

1 deems appropriate to inform them of the status of this matter and/or the financial condition of the
2 Receivership Estate. All government offices which maintain public files of security interests in
3 real and personal property shall, consistent with such office's applicable procedures, record this
4 Order upon the request of the Receiver or the SEC.

5 26. The Receiver is authorized to instruct the United States Postmaster to hold and/or
6 reroute mail which is related, directly or indirectly, to the business, operations or activities of any
7 of the J&J Receivership Defendants (the "Receiver's Mail"), including all mail addressed to, or
8 for the benefit of, the J&J Receivership Defendants. The Postmaster shall not comply with, and
9 shall immediately report to the Receiver, any change of address or other instruction given by
10 anyone other than the Receiver concerning the Receiver's Mail. The J&J Receivership
11 Defendants shall not open any of the Receiver's Mail and shall immediately turn over such mail,
12 regardless of when received, to the Receiver. The foregoing instructions shall apply to any
13 proprietor, whether individual or entity, of any private mail box, depository, business or service,
14 or mail courier or delivery service, hired, rented or used by the J&J Receivership Defendants.
15 The J&J Receivership Defendants shall not open a new mailbox, or take any steps or make any
16 arrangements to receive mail in contravention of this Order, whether through the U.S. mail, a
17 private mail depository or courier service.

18 27. Subject to payment for services provided, any entity furnishing water, electric,
19 telephone, sewage, garbage or trash removal services to the Receivership Defendants shall
20 maintain such service and transfer any such accounts to the Receiver unless instructed to the
21 contrary by the Receiver.

22 28. The Receiver is authorized to assert, prosecute and/or negotiate any claim under
23 any insurance policy held by or issued on behalf of the Receivership Defendants, or their
24 officers, directors, agents, employees or trustees, and to take any and all appropriate steps in
25 connection with such policies.

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1 **VIII. MANAGING ASSETS**

2 35. For each of the Receivership Estate, the Receiver shall establish one or more
3 custodial accounts at a federally insured bank to receive and hold all cash equivalent
4 Receivership Property (the “Receivership Funds”).

5 36. The Receiver’s deposit account shall be entitled “Receiver's Account, Estate of
6 SEC v. Beasley, et al. Receivership Defendants” together with the name of the action.

7 37. The Receiver may, without further Order of this Court, incur expenses in the
8 ordinary course of business, except for professional fees, in an amount not to exceed \$25,000, on
9 terms and in the manner the Receiver deems most beneficial to the Receivership Estate.

10 38. Upon appropriate order of the Court, subject to Paragraph 40, immediately below,
11 the Receiver is authorized to locate, list for sale or lease, engage a broker for sale or lease, cause
12 the sale or lease, and take all necessary and reasonable actions to cause the sale or lease of all
13 real or personal property in the Receivership Estate, either at public or private sale, on terms and
14 in the manner the Receiver deems most beneficial to the Receivership Estate, and with due
15 regard to the realization of the true and proper value of such real or personal property.

16 39. Upon further Order of this Court, pursuant to such procedures as may be required
17 by this Court and additional authority such as 28 U.S.C. §§ 2001 and 2004, the Receiver will be
18 authorized to sell, and transfer clear title to, all real property in the Receivership Estate. The
19 Receiver shall take all legal steps necessary to obtain authority to obtain control over real or
20 personal property including making any necessary filings in the counties where such properties
21 are located.

22 40. The Receiver is authorized to take all actions to manage, maintain, and/or wind-
23 down business operations of the Receivership Estate, including making legally required
24 payments to creditors, employees, and agents of the Receivership Estate and communicating
25 with vendors, investors, governmental and regulatory authorities, and others, as appropriate,
26 subject to Paragraph 38.

27 41. If appropriate, the Receiver shall take all necessary steps to enable the
28 Receivership Funds to obtain and maintain the status of a taxable “Settlement Fund,” within the

1 meaning of Section 468B of the Internal Revenue Code and of the regulations, when applicable,
2 whether proposed, temporary or final, or pronouncements thereunder, including the filing of the
3 elections and statements contemplated by those provisions. The Receiver shall be designated the
4 administrator of the Settlement Fund, pursuant to Treas. Reg. § 1.468B-2(k)(3)(i), and shall
5 satisfy the administrative requirements imposed by Treas. Reg. § 1.468B-2, including but not
6 limited to (a) obtaining a taxpayer identification number, (b) timely filing applicable federal,
7 state, and local tax returns and paying taxes reported thereon, and (c) satisfying any information,
8 reporting or withholding requirements imposed on distributions from the Settlement Fund. The
9 Receiver shall cause the Settlement Fund to pay taxes in a manner consistent with treatment of
10 the Settlement Fund as a “Qualified Settlement Fund.” The Receivership Defendants shall
11 cooperate with the Receiver in fulfilling the Settlement Funds’ obligations under Treas. Reg.
12 § 1.468B-2.

13 **IX. INVESTIGATE AND PROSECUTE CLAIMS**

14 42. Subject to the requirement, in Section VII above, that leave of this Court is
15 required to resume or commence certain litigation, the Receiver is authorized, empowered and
16 directed to investigate, prosecute, defend, intervene in or otherwise participate in, compromise,
17 and/or adjust actions in any state, federal or foreign court or proceeding of any kind as may in his
18 discretion, and in consultation with Commission counsel, be advisable or proper to recover
19 and/or conserve Receivership Property.

20 43. Subject to his obligation to expend receivership funds in a reasonable and cost-
21 effective manner, the Receiver is authorized, empowered and directed to investigate the manner
22 in which the financial and business affairs of the Receivership Defendants were conducted and
23 (after obtaining leave of this Court) to institute such actions and legal proceedings, for the benefit
24 and on behalf of the Receivership Estate, as the Receiver deems necessary and appropriate; the
25 Receiver may seek, among other legal and equitable relief, the imposition of constructive trusts,
26 disgorgement of profits, asset turnover, avoidance of fraudulent transfers, rescission and
27 restitution, collection of debts, and such other relief from this Court as may be necessary to
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1 enforce this Order. Where appropriate, the Receiver should provide prior notice to Counsel for
2 the Commission before commencing investigations and/or actions.

3 44. The Receiver hereby holds, and is therefore empowered to waive, all privileges,
4 including the attorney-client privilege, held by all J&J Receivership Defendants.

5 45. The Receiver has a continuing duty to ensure that there are no conflicts of interest
6 between the Receiver, his Retained Personnel (as that term is defined below), and the
7 Receivership Estate.

8 **X. BANKRUPTCY MATTERS**

9 46. Effective immediately, the Receiver, as sole and exclusive officer, director and
10 managing member, of Defendant J & J Consulting Services, Inc. (a Nevada corporation) and J
11 and J Purchasing LLC (together, “the J&J Debtors”) shall possess sole and exclusive authority
12 and control over the J&J Debtors, as debtors-in-possession, in their respective Chapter 11 cases
13 (the “Bankruptcy Cases”) pending in the U.S. Bankruptcy Court for the District of Nevada (the
14 “Bankruptcy Court”). The employment of any and all other officers, directors, managers or
15 other employees of either of the J&J Debtors (including Peter Kravitz, as Chief Restructuring
16 Officer) is and are hereby terminated by the Court. All such persons shall comply with the
17 applicable provisions of this Order.

18 47. Within thirty (30) days of the entry of this Order, the Receiver shall report to this
19 Court as to whether the Bankruptcy Cases should continue in Chapter 11, or be converted to
20 Chapter 7, dismissed or suspended during the course of the receivership. The Receiver shall file
21 the appropriate pleadings with the Court and the Bankruptcy Court effectuating this Order.

22 48. The Receiver may seek authorization of this Court to file petitions for relief under
23 Title 11 of the United States Code (the “Bankruptcy Code”) for other Receivership Defendants.
24 If a J&J Receivership Defendant is placed in Chapter 11 bankruptcy proceedings, the Receiver,
25 pursuant to the powers provided herein, shall become, and shall be empowered to operate each of
26 the J&J Receivership Defendants as a debtor in possession. In such a situation, the Receiver
27 shall have all of the powers and duties as provided a debtor in possession under the Bankruptcy
28 Code to the exclusion of any other person or entity. Pursuant to Paragraph 4 above, the Receiver

1 is vested with management authority for all J&J Receivership Defendants and may therefore file
2 and manage a Chapter 11 petition.

3 49. All persons and entities, other than the Receiver, are barred from commencing
4 any bankruptcy proceedings against any of the Receivership Defendants.

5 **XI. LIABILITY OF RECEIVER**

6 50. Until further Order of this Court, the Receiver shall not be required to post bond
7 or give an undertaking of any type in connection with his fiduciary obligations in this matter.

8 51. The Receiver and his agents, acting within scope of such agency (“Retained
9 Personnel”) are entitled to rely on all outstanding rules of law and Orders of this Court and shall
10 not be liable to anyone for their own good faith compliance with any order, rule, law, judgment,
11 or decree. In no event shall the Receiver or Retained Personnel be liable to anyone for their
12 good faith compliance with their duties and responsibilities as Receiver or Retained Personnel,
13 nor shall the Receiver or Retained Personnel be liable to anyone for any actions taken or omitted
14 by them except upon a finding by this Court that they acted or failed to act as a result of
15 malfeasance, bad faith, gross negligence, or in reckless disregard of their duties.

16 52. This Court shall retain jurisdiction over any action filed against the Receiver or
17 Retained Personnel based upon acts or omissions committed in their representative capacities.

18 53. In the event the Receiver decides to resign, the Receiver shall first give written
19 notice to the Commission’s counsel of record and the Court of its intention, and the resignation
20 shall not be effective until the Court appoints a successor. The Receiver shall then follow such
21 instructions as the Court may provide.

22 **XII. RECOMMENDATIONS AND REPORTS**

23 54. The Receiver is authorized, empowered and directed to develop a plan for the fair,
24 reasonable, and efficient recovery and liquidation of all remaining, recovered, and recoverable
25 Receivership Property (the “Liquidation Plan”).

26 55. Within ninety (90) days of the entry date of this Order, the Receiver shall file a
27 preliminary plan for the liquidation of assets in the above-captioned action, with service copies
28 to counsel of record. This time may be altered based on appropriate motion to the Court.

1 56. Within thirty (30) days after the end of each calendar quarter, the Receiver shall
2 file and serve a full report and accounting of each Receivership Estate (the “Quarterly Status
3 Report”), reflecting (to the best of the Receiver’s knowledge as of the period covered by the
4 report) the existence, value, and location of all Receivership Property, and of the extent of
5 liabilities, both those claimed to exist by others and those the Receiver believes to be legal
6 obligations of the Receivership Estate.

7 57. The Quarterly Status Report shall contain the following:

- 8 A. A summary of the operations of the Receiver;
- 9 B. The amount of cash on hand, the amount and nature of accrued administrative
10 expenses, and the amount of unencumbered funds in the estate;
- 11 C. A schedule of all the Receiver’s receipts and disbursements (attached as Exhibit A
12 to the Quarterly Status Report), with one column for the quarterly period covered
13 and a second column for the entire duration of the receivership;
- 14 D. A description of all known Receivership Property, including approximate or
15 actual valuations, anticipated or proposed dispositions, and reasons for retaining
16 assets where no disposition is intended;
- 17 E. A description of liquidated and unliquidated claims held by the Receivership
18 Estate, including the need for forensic and/or investigatory resources;
19 approximate valuations of claims; and anticipated or proposed methods of
20 enforcing such claims (including likelihood of success in: (i) reducing the claims
21 to judgment; and, (ii) collecting such judgments);
- 22 F. A list of all known creditors with their addresses and the amounts of their claims;
- 23 G. The status of Creditor Claims Proceedings, after such proceedings have been
24 commenced; and,
- 25 H. The Receiver's recommendations for a continuation or discontinuation of the
26 receivership and the reasons for the recommendations.

27 58. On the request of the Commission, the Receiver shall provide the Commission
28 with any documentation that the Commission deems necessary to meet its reporting

1 requirements, that is mandated by statute or Congress, or that is otherwise necessary to further
2 the Commission’s mission.

3 **XIII. FEES, EXPENSES AND ACCOUNTINGS**

4 59. Subject to Paragraphs 61—67 immediately below, the Receiver need not obtain
5 Court approval prior to the disbursement of Receivership Funds for expenses in the ordinary
6 course of the administration and operation of the receivership. Further, prior Court approval is
7 not required for payments of applicable federal, state or local taxes.

8 60. Subject to Paragraph 62 immediately below, the Receiver is authorized to solicit
9 persons and entities (“Retained Personnel”) to assist him in carrying out the duties and
10 responsibilities described in this Order. The Receiver shall not engage any Retained Personnel
11 without first obtaining an Order of the Court authorizing such engagement.

12 61. The Receiver and Retained Personnel are entitled to reasonable compensation and
13 expense reimbursement from the Receivership Estate as described in the “Billing Instructions for
14 Receivers in Civil Actions Commenced by the U.S. Securities and Exchange Commission” (the
15 “Billing Instructions”) agreed to by the Receiver. Such compensation shall require the prior
16 approval of the Court.

17 62. Within forty-five (45) days after the end of each calendar quarter, the Receiver
18 and Retained Personnel shall apply to the Court for compensation and expense reimbursement
19 from the Receivership Estate (the “Quarterly Fee Applications”). At least thirty (30) days prior to
20 filing each Quarterly Fee Application with the Court, the Receiver will serve upon counsel for the SEC
21 a complete copy of the proposed Application, together with all exhibits and relevant billing
22 information in a format to be provided by SEC staff.

23 63. All Quarterly Fee Applications will be interim and will be subject to cost benefit
24 and final reviews at the close of the receivership. At the close of the receivership, the Receiver
25 will file a final fee application, describing in detail the costs and benefits associated with all
26 litigation and other actions pursued by the Receiver during the course of the receivership.

27 64. Quarterly Fee Applications may be subject to a holdback in the amount of 20% of
28 the amount of fees and expenses for each application filed with the Court. The total amounts

1 held back during the course of the receivership will be paid out at the discretion of the Court as
2 part of the final fee application submitted at the close of the receivership.

3 65. Each Quarterly Fee Application shall:

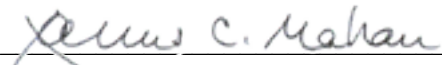
4 A. Comply with the terms of the Billing Instructions agreed to by the Receiver; and,

5 B. Contain representations (in addition to the Certification required by the Billing
6 Instructions) that: (i) the fees and expenses included therein were incurred in the
7 best interests of the Receivership Estate; and, (ii) with the exception of the Billing
8 Instructions, the Receiver has not entered into any agreement, written or oral,
9 express or implied, with any person or entity concerning the amount of
10 compensation paid or to be paid from the Receivership Estate, or any sharing
11 thereof.

12 66. At the close of the Receivership, the Receiver shall submit a Final Accounting, in
13 a format to be provided by SEC staff, as well as the Receiver's final application for
14 compensation and expense reimbursement.

15
16 **IT IS SO ORDERED.**

17
18 Date: June 3, 2022

19
20 
21 JAMES C. MAHAN
22 UNITED STATES DISTRICT JUDGE
23
24

25 Presented by:
26 Tracy S. Combs
27 Casey R. Fronk
28 Attorneys for Plaintiff
Securities and Exchange Commission

EXHIBIT 3

EXHIBIT 3

June 14, 2022 Letter from Jason Hicks or Garrett Ogata



Jason Hicks
Tel 702.792.3773
Fax 702.792.9002
hicksja@gtlaw.com

June 14, 2022

VIA EMAIL AND U.S. MAIL

Garrett T. Ogata, Esq.
The Law Offices of Garrett T. Ogata
2880 W. Sahara Ave.
Las Vegas, NV 89102
court@gtogata.com

Re: ***Securities and Exchange Commission v. Matthew Wade Beasley, et al.***
Case No. 2:22-cv-00612; Appointment of Receiver

Dear Mr. Ogata:

We have not received a response to Kara Hendricks' June 7, 2022 letter regarding this matter. As you know, your client, Matthew Beasley, and anyone acting on your client's behalf, including your firm, are affirmatively obligated under the receivership order to immediately turn over all assets in your possession that constitute receivership property, including personal assets such as real property, personal property, cash, bank and investment accounts, and vehicles. This also includes books, records, and/or other documents or ESI related to those assets or the conduct described in the Complaint. You and your client are also obligated to produce and/or turnover documentary evidence and cooperate and provide other information related to the receiver's efforts to marshal and protect receivership property. This is the second notice that has been sent to you regarding the order and your client's (and your) anticipated compliance therewith. However, we have not received anything in response. Accordingly, your client, and you to the extent you are in possession or control of such property or information, are currently in contempt of the receivership order.

We demand that you immediately contact the receiver through my office or directly to schedule a meeting to discuss your and/or your client's position regarding compliance with the order. If we do not hear from you by the end of day on **Thursday, June 16, 2022**, the receiver reserves his right to pursue all remedies available, including a motion for an order to show cause

Greenberg Traurig, LLP | Attorneys at Law

10845 Griffith Peak Drive | Suite 600 | Las Vegas, Nevada 89135 | T +1 702.792.3773 | F +1 702.792.9002

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why your client and/or you should not be held in contempt for failure to abide by the receivership order. Again, immediate compliance – as stated in the order – is required, so time is of the essence.

Best regards,

Jason Hicks
On behalf of the Receiver

EXHIBIT 4

EXHIBIT 4

June 23, 2022 Letter from Jason Hicks to Garrett Ogata



Jason Hicks
Tel 702.792.3773
Fax 702.792.9002
hicksja@gtlaw.com

June 23, 2022

VIA ELECTRONIC MAIL AND OVERNIGHT MAIL

Garrett T. Ogata, Esq.
THE LAW OFFICES OF GARRETT T. OGATA
2880 W. Sahara Avenue
Las Vegas, Nevada 89102
Email: court@gtogata.com; info@gtogata.com

Re: ***Securities and Exchange Commission v. Matthew Wade Beasley, et al.***
Case No. 2:22-cv-00612

Dear Mr. Ogata:

As you know, this law firm represents Geoff Winkler, who has been appointed as the Receiver in *Securities and Exchange Commission v. Beasley et al.*, Case No. 2:22-cv-612-CDS-EJY. You and I spoke on the telephone on June 15, 2022 regarding the Court's order appointing Mr. Winkler as the Receiver, assets that your client, Mr. Beasley, has transferred to you, and the Receiver's position that the Court's order appointing the Receiver considers assets that you hold on behalf of your client to be part of the receivership estate. You told me that you had received money as well as at least one other asset, a Bentley, from Mr. Beasley in connection with your services as his criminal attorney on the federal firearm case. I explained to you that we consider those assets to be receivership assets under the Court's appointment order, and you replied that you had obtained an order from a federal judge authorizing you to accept the Bentley and liquidate it for payment of your services for Mr. Beasley, though you stated you had not yet done so. I explained that we do not think that is consistent with the receivership order, asked you not to liquidate or otherwise use or dispose of any such assets, and I asked you which judge issued the order to which you were referring. You responded that you could not recall, but that you would look for the order and send it to me. That was seven (7) days ago, and I have received no response from you nor have I been able to determine what order or judge you were referring to.

In the interim, the Receiver checked with the SEC and was informed that this issue – the liquidation of the Bentley (or other assets held) – was something the SEC was unaware of and did not approve. The Receiver also personally called you on June 15 and twice on June 16, 2022. I understand you connected briefly on June 16 and the Receiver requested you contact him again to

Greenberg Traurig, LLP | Attorneys at Law

10845 Griffith Peak Drive | Suite 600 | Las Vegas, Nevada 89135 | T +1 702.792.3773 | F +1 702.792.9002

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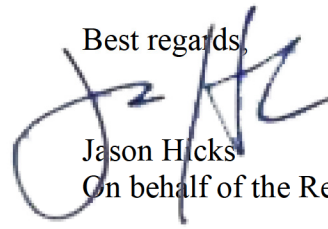
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Garrett T. Ogata, Esq.
THE LAW OFFICES OF GARRETT T. OGATA
June 23, 2022
Page 2

further discuss turning over the Bentley and any fees you are holding. He has not received any response. I then followed up with you again on June 22 and left a voicemail, and the Receiver left a voicemail for you on June 23. Again, neither of us received a response.

The Receiver respectfully demands that you contact him or me no later than 10:00 a.m. on **Monday, June 27, 2022**, to discuss. If we again receive no response, we intend to file a motion with the Court requesting an order to show cause why you should not be held in contempt for violating the receivership order. We have attempted to resolve this numerous times short of court action, but time is of the essence thus we cannot afford to wait any longer. Please contact me or the Receiver immediately.

Best regards,

A handwritten signature in blue ink, appearing to read 'J. Hicks', is written over the typed name.

Jason Hicks
On behalf of the Receiver

JKH:eeg

From: [Escobar-Gaddi, Evy \(LSS-LV-LT\)](#)
To: court@gtogata.com; info@gtogata.com
Cc: [Hicks, Jason \(Shld-LV-LT\)](#); [Hendricks, Kara \(Shld-LV-LT\)](#); [Geoff Winkler](#); [Ewing, Kyle \(Assoc-LV-LT\)](#); [Spaulding, Christian \(Assoc-LV-LT\)](#); [Nev, Cynthia \(Para-LV-LT\)](#); [Escobar-Gaddi, Evy \(LSS-LV-LT\)](#)
Subject: Securities and Exchange Commission v. Matthew Wade Beasley, Case No. 2:22-cv-00612-CDS-EJY
Date: Thursday, June 23, 2022 6:45:19 PM
Attachments: [image001.png](#)
[65751735 v 1 20220623 LETT JKH Letter to Mr. Ogata.PDF](#)

Enclosed please find correspondence from Jason K. Hicks, Esq. Please contact Mr. Hicks if you have any questions or concerns regarding the foregoing.

Hard copy to follow via UPS. Thank you.

Evy Escobar-Gaddi

Legal Assistant

Donald L. Prunty, Kara B. Hendricks, Glenn F. Meier,
Whitney L. Welch-Kirmse, Jason K. Hicks and Jerrell L. Berrios

GREENBERG TRAUIG, LLP

Suite 600

10845 Griffith Peak Drive | Las Vegas, Nevada 89135

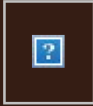
T +1 702.938.6889 | C 702 985 3236

escobargaddie@gtlaw.com | www.gtlaw.com



From: [UPS](#)
To: [Escobar-Gaddi, Evy \(LSS-LV-LT\)](#)
Subject: UPS Ship Notification, Tracking Number 1ZE0W1330192617858
Date: Friday, June 24, 2022 10:56:27 AM

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EXHIBIT 5

EXHIBIT 5

Declaration of Geoff Winkler

1 KARA B. HENDRICKS, ESQ.
 Nevada Bar No. 07743
 2 JASON K. HICKS, ESQ.
 Nevada Bar No. 13149
 3 KYLE A. EWING, ESQ.
 Nevada Bar No. 014051
 4 **GREENBERG TRAUERIG, LLP**
 5 10845 Griffith Peak Drive, Suite 600
 Las Vegas, Nevada 89135
 6 Telephone: (702) 792-3773
 7 Facsimile: (702) 792-9002
 Email: hendricksk@gtlaw.com
 8 hicksja@gtlaw.com
 ewingk@gtlaw.com

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

12 **IN THE UNITED STATES DISTRICT COURT**
 13 **FOR THE DISTRICT OF NEVADA**

14 SECURITIES AND EXCHANGE COMMISSION,
 15
 16 Plaintiff,

17 vs.

18 MATTHEW WADE BEASLEY; BEASLEY LAW
 GROUP PC; JEFFREY J. JUDD; CHRISTOPHER
 19 R. HUMPHRIES; J&J CONSULTING
 SERVICES, INC., an Alaska Corporation; J&J
 20 CONSULTING SERVICE, INC., a Nevada
 Corporation; J AND J PURCHASING LLC;
 SHANE M. JAGER; JASON M. JONGEWARD;
 21 DENNY SEYBERT; and ROLAND TANNER,

22 Defendants,

23 THE JUDD IRREVOCABLE TRUST; PAJ
 CONSULTING INC; BJ HOLDINGS LLC;
 24 STIRLING CONSULTING, LLC.; CJ
 INVESTMENTS, LLC; ROCKING HORSE
 25 PROPERTIES, LLC; TRIPLE THREAT
 BASKETBALL, LLC; ACAC LLC; ANTHONY
 26 MICHAEL ALBERTO, JR., and MONTY CREW
 LLC;

27 Relief Defendants.
 28

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

**DECLARATION OF GEOFF
 WINKLER IN SUPPORT OF MOTION
 TO COMPEL OR ALTERNATIVE
 MOTION FOR ORDER TO SHOW
 CAUSE WHY GARRETT OGATA
 SHOULD NOT BE HELD IN
 CONTEMPT FOR FAILURE TO
 COMPLY WITH THIS COURT'S
 ORDER APPOINTING RECEIVER
 DUE TO FAILURE TO TURNOVER
 ASSETS**

GREENBERG TRAUERIG, LLP
 10845 Griffith Peak Drive
 Suite 600
 Las Vegas, Nevada 89135
 Telephone: (702) 792-3773
 Facsimile: (702) 792-9002

1 **DECLARATION OF GEOFF WINKLER IN SUPPORT OF MOTION TO COMPEL**
2 **OR ALTERNATIVE MOTION FOR ORDER TO SHOW CAUSE WHY**
3 **GARRETT OGATA SHOULD NOT BE HELD IN CONTEMPT FOR**
4 **FAILURE TO COMPLY WITH THIS COURT'S ORDER**
5 **APPOINTING RECEIVER DUE TO FAILURE TO TURNOVER ASSETS**

6 I, GEOFF WINKLER, hereby declare as follows:

7 1. I am a founding member and CEO of American Fiduciary Services, LLC and was
8 appointed by this Court as the Receiver for J&J Consulting Services, Inc., an Alaska corporation; J&J
9 Consulting Services, Inc., a Nevada corporation; J and J Purchasing LLC; The Judd Irrevocable Trust;
10 and BJ Holdings LLC, and over the Wells Fargo Interest on Lawyers' Trust Account ending in 5598
11 and held in the name of Beasley Law Group PC, along with the personal assets of Matthew Wade
12 Beasley; Jeffrey J. Judd; Christopher R. Humphries; Shane M. Jager; Jason M. Jongeward; Denny
13 Seybert; and Roland Tanner (collectively, the "Receivership Defendants") in the above captioned
14 matter on June 3, 2022 (ECF 88) ("Appointment Order").

15 2. I make this declaration in support of the Receiver's Motion to Compel or Alternative
16 Motion for Order to Show Cause Why Garrett Ogata Should Not be Held in Contempt for Failure to
17 Comply With This Court's Order Appointing Receiver Due to Failure to Turnover Assets (the
18 "Motion").

19 3. I have personal knowledge of the following facts and am competent to testify thereto
20 if necessary.

21 4. On June 15, 2022 and twice on June 16, 2022, I called Mr. Ogata to try and resolve
22 concerns regarding his retention of a Bentley Continental GT automobile ("Bentley") that I
23 understand was provided to him by Defendant Matthew W. Beasley.

24 5. On June 27, 2022, I conferred with Mr. Ogata via text message at which time I
25 informed Ogata of my need to pick up a Bentley consistent with my duties and obligations under the
26 Appointment Order. True and correct copies of my text messages with Mr. Ogata are attached hereto
27 as **Exhibit A**.

28 5. That same day, Mr. Ogata and I conferred via telephone and discussed the turnover of
the Bentley and I advised that I could arrange for someone to pick-up the vehicle in a short amount
of time. Additionally, I reminded Mr. Ogata that he was required to turnover the vehicle under the

1 Order Appointing Receiver and that any discussion of fees would first require him to turnover the
2 vehicle.

3 6. The following day, June 28, 2022, Ogata sent me a text message informing me that he
4 would be leaving on vacation and would not return until July 6, 2022. Mr. Ogata alluded that he had
5 spoken with Tracy Combs, of the SEC and let her know of his schedule.

6 7. At that time, I informed Mr. Ogata that the Bentley needed to be picked up before he
7 left for vacation and I offered to meet Mr. Ogata immediately to pick up the vehicle.

8 8. I further advised that Mr. Ogata was placing me in a position in which I was not able
9 to carry out my duties as the Receiver and cautioned that I would be forced to file the instant Motion
10 since it had been almost a month since the Appointment Order was entered and Ogata had not yet
11 surrendered the Bentley.

12 9. Mr. Ogata did not respond and as of the filing of this Motion, Ogata has not yet turned
13 over the Bentley.

14 10. Following my communications with Mr. Ogata, I conferred with Tracy Combs of the
15 SEC regarding Mr. Ogata’s representation that he had spoken with her regarding the turnover of the
16 Bentley. At that time, Ms. Combs advised that the SEC did not agree to any further delay in the
17 surrender of the Bentley.

18 I declare under penalty of perjury under the laws of the United States of America and the State
19 of Nevada that the foregoing is true and correct.

20 DATED this 29th day of June 2022

21 */s/ Geoff Winkler*

22 _____
23 GEOFF WINKLER
24 Declarant
25
26
27
28

GREENBERG TRAURIG, LLP
10845 Griffith Peak Drive
Suite 600
Las Vegas, Nevada 89135
Telephone: (702) 792-3773
Facsimile: (702) 792-9002

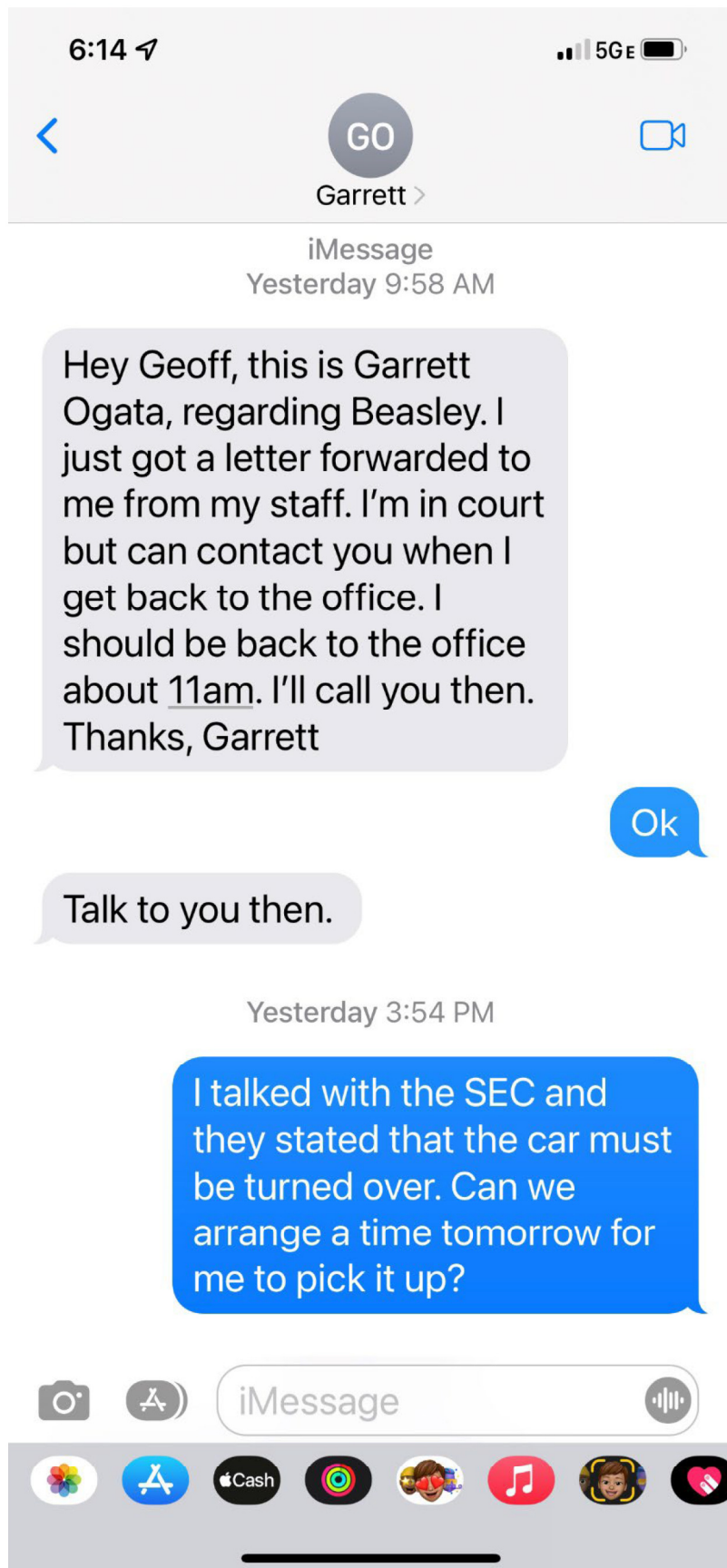
EXHIBIT A

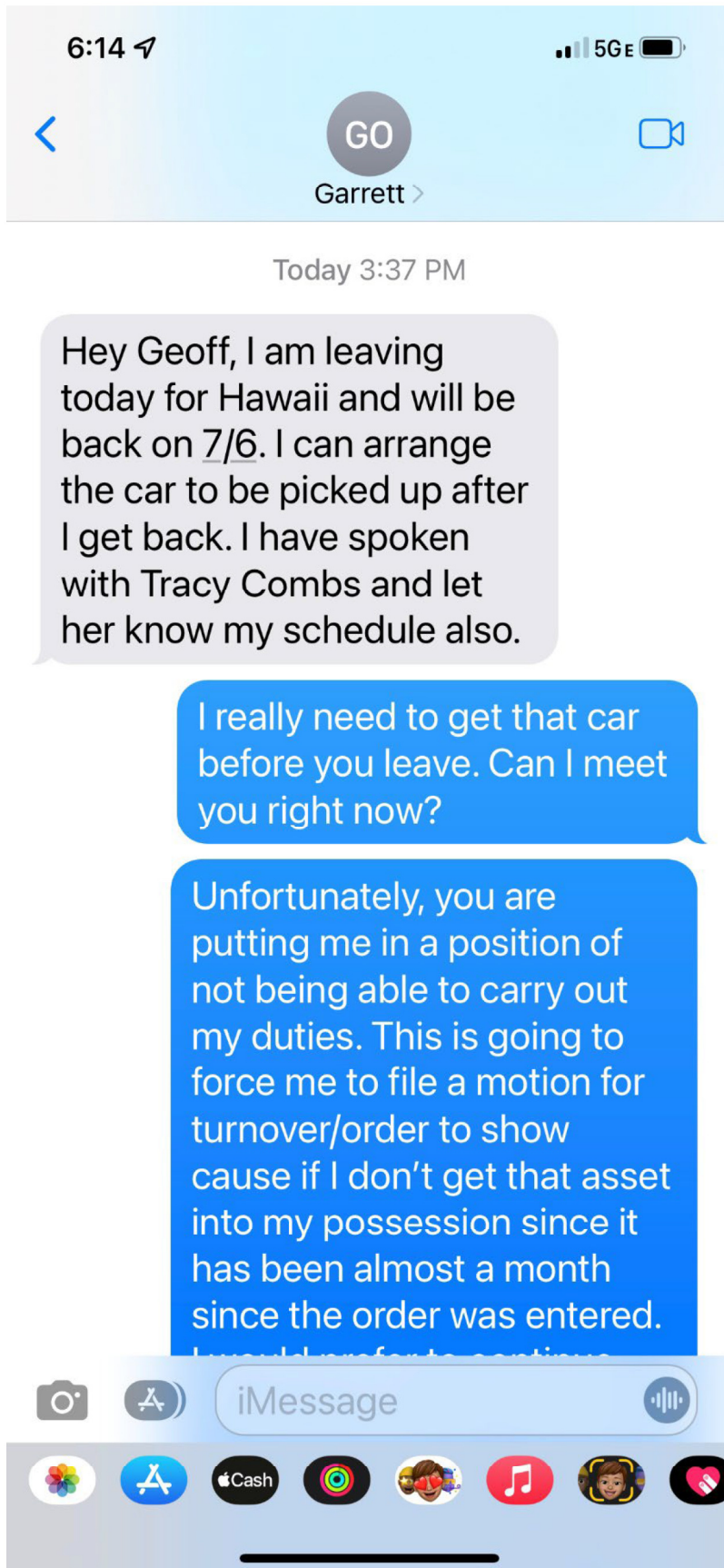
to Declaration of Geoff Winkler

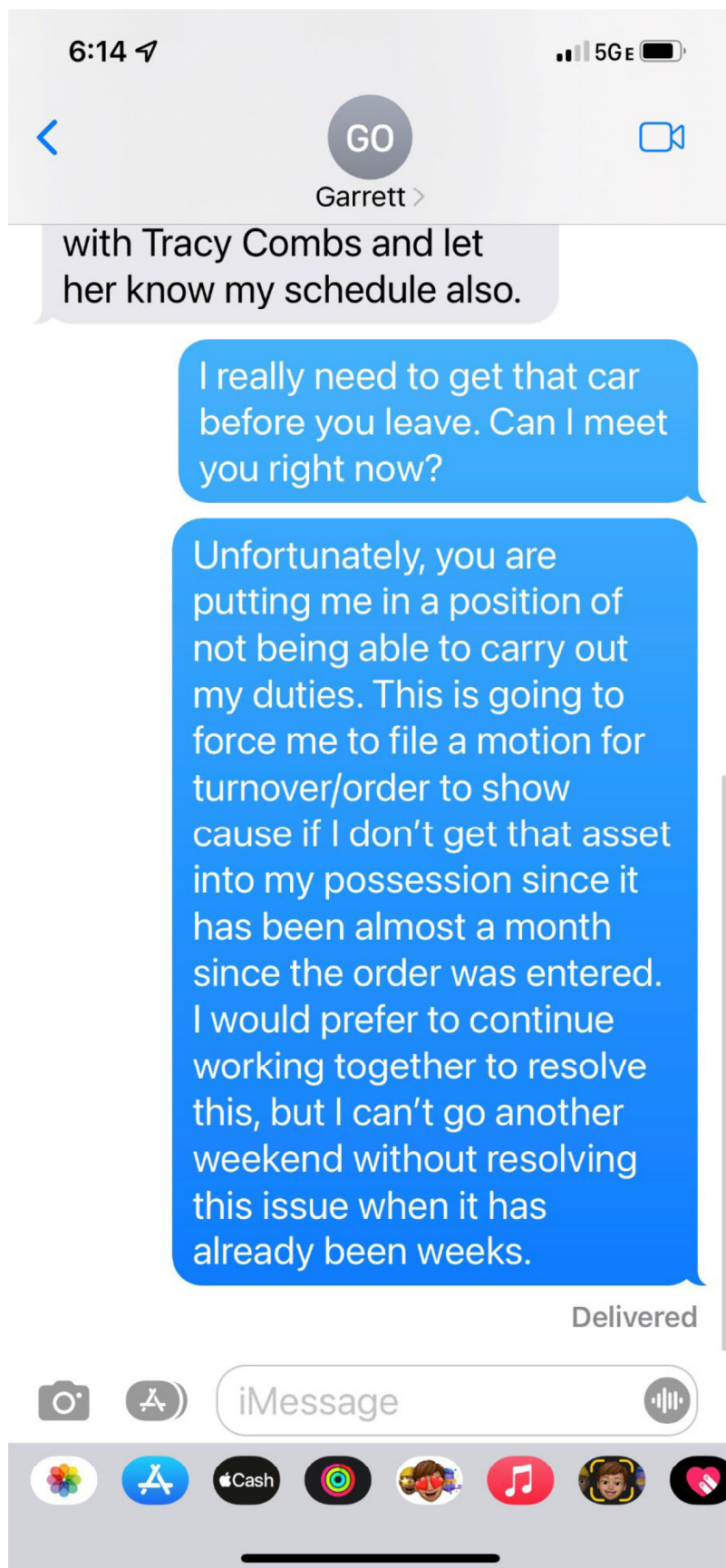
EXHIBIT A

to Declaration of Geoff Winkler

June 16, 2022 Text Messages between Geoff Winkler
and Garrett Ogata







SECURITIES & EXCHANGE COMMISSION V. MATTHEW WADE BEASLEY, et al.,
USDC CASE NO. 2:22-CV-00612-JCM-EJY

EXHIBIT	DESCRIPTION	
Exhibit 1	DECLARATION OF JASON HICKS, ESQ.	
Exhibit 2	JUNE 7, 2022 LETTER FROM KARA HENDRICKS TO GARRETT OGATA	
Exhibit 3	JUNE 14, 2022 LETTER FROM JASON HICKS TO GARRETT OGATA	
Exhibit 4	JUNE 23, 2022 LETTER FROM JASON HICKS TO GARRETT OGATA	
Exhibit 5	DECLARATION OF GEOFF WINKLER, ESQ.	
	Exhibit A	JUNE 16, 2022 TEXT MESSAGES BETWEEN GEOFF WINKLER AND GARRETT OGATA