

1 Kamille Dean
4545 N. 36th St., Ste 202
2 Phoenix, AZ 85018
602-252-5601 Tel.
3 602-916-1982 Fax
4 kamille@kamilledean.com

5 Attorney In Pro Se
6

7 **UNITED STATES DISTRICT COURT**
8 **FOR THE DISTRICT OF NEVADA**

9
10 SECURITIES AND EXCHANGE COMMISSION,
11

12 Plaintiff,

13 v.

14 MATTHEW WADE BEASLEY et. al.

15 Defendants,

16 THE JUDD IRREVOCABLE TRUST et. al,

17 Relief Defendants.

Case No. 2:22-cv-0612-CDS-EJY

**NON-PARTY KAMILLE DEAN'S NOTICE
OF MOTION AND MOTION TO QUASH
JURISDICTION OVER KAMILLE DEAN
AND RECEIVER'S MOTION FOR OSC RE
CONTEMPT AND TURN OVER ORDER
(DKT. 210)**

DECLARATION OF KAMILLE DEAN

TIME: TBD
DATE: TBD
PLACE: Courtroom 6B

18
19
20 TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

21 PLEASE TAKE NOTICE that on a time, date, and place to be set by the Court before the Honorable
22 Cristina D. Silva of the above-entitled Court located in Courtroom 6B at 333 S Las Vegas Blvd, Las Vegas,
23 Nevada 89101, Non-Party Kamille Dean will move the Court for an Order Quashing Jurisdiction Over
24 Kamille Dean and Receiver's August 1, 2022, Motion for OSC re Contempt and Turn Over Order (Dkt.
25 210). This Motion will be made pursuant to Rule 12(b)(5) of the Federal Rules of Civil Procedure based on
26 the following:

27 (1) The Receiver violated 28 U.S.C. section 754 by failing to file the Receivership Order and the
28 Complaint within 10-days of his appointment on June 3, 2022, in the District of Arizona where Ms. Dean

1 resides and where her Clients' retainer funds are held in her Trust Account, and the failure to make such
2 filing deprived the Receiver of jurisdiction over the funds Ms. Dean holds for her Clients;

3 (2) The Receiver's attempt to file the Order in Arizona more than two (2) months later on August 5,
4 2022, in response to Ms. Dean's objections was a violation of section 754, and no court has ever allowed the
5 late filing of such Notice in the absence of exceptional circumstances, which do not exist here, and where
6 there is prejudice to the objecting party, which include overwhelming evidence of harm, costs, detrimental
7 reliance, and misrepresentations on the part of the Securities Exchange Commission;

8 (3) The Receiver's failure to have filed in Arizona as mandated by section 754 has caused an
9 irreparable and prejudicial interference with and damages to Ms. Dean's Attorney-Client relationships with
10 her five (5) other Clients, breach of contract and injuries to her relationship with contract attorneys,
11 extensive work to comply to SEC subpoenas mandate by the SEC, knowing that a receiver would make
12 claims preventing any payment to Ms. Dean, interference with her contractual relationships, and a violation
13 of her Attorney's Lien.

14 This Motion will be based on this Notice of Motion and Motion, the accompanying Memorandum of
15 Points and Authorities, Declaration of Kamille Dean in Support of Motion to Quash, and all of the records,
16 papers, and pleadings on file with the court.

17 DATED: August 15, 2022

KAMILLE DEAN

18 

19 By: _____

20 Kamille Dean

21 Attorney in Pro Se

TABLE OF CONTENTS

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

I.	INTRODUCTION	1
	A. Preliminary Statement	1
	1. The Receiver violated 28 U.S.C section 754	1
	2. The Receiver’s failure to file Notice in Arizona deprived this Court of Jurisdiction	2
	3. The Court should quash the Receiver’s claims for lack of jurisdiction	3
	B. Statement of the Case	4
	1. The SEC demanded immediate compliance with its Subpoenas	4
	2. The Court Appointed Receiver Winkler	5
	3. The Receiver demanded Ms. Dean turn over \$250,000 to the Receiver ..	6
	C. Ms. Dean Provided the Receiver with a Certification of Her Services	6
	1. Ms. Dean provided a Certification despite the violation of section 754 ...	6
	2. Ms. Dean’s Letter set forth her Attorney-Client Agreement	7
	3. Ms. Dean’s Certification Letter explained she was a BFP with no notice	8
	4. Ms. Dean’s Letter set forth she had earned her fees	8
	D. The Receiver Filed a Motion for Contempt and Turn Over Order without Jurisdiction	9
II.	THE RECEIVER VIOLATED SECTION 754 BY FAILING TO FILE NOTICE OF THE RECEIVERSHIP IN ARIZONA WITHIN 10-DAYS OF APPOINTMENT AND THE RECEIVER’S MOTION SHOULD BE QUASHED	10
	A. The Receiver Lacks Jurisdiction Over Ms. Dean	10
	1. The Receiver failed to file a section 754 Notice in Arizona	10
	2. The Receiver’s violation of section 754 has irreparably prejudiced Ms. Dean	12
	B. The Receiver’s Late Filing of Notice on August 5, 2022, was Inexcusable	13
III.	CONCLUSION	14

TABLE OF CASES

1
2
3 American Freedom Train Foundation v. Spurney, 747 F.2d 1069 (1st Cir. 1984) 2, 12
4 Bloom v. Illinois, 391 U.S. 194 (1968) 1
5 Bjorgo v. Weerden, 342 F.2d 558 (7t Cir. 1965) 1
6 Employers Reinsurance Corp. v. GMAC Ins., 308 F. Supp. 2d 1010 (D. Ariz. 2004) 4
7 Fisher v. Pace, 336 U.S. 155 (1949) 3, 10
8 Haile v. Henderson Nat. Bank, 657 F.2d 816 (6th Cir. 1981), cert denied,
9 455 U.S. 949 (1982) 2, 12
10 International Longshoremen’s Assn., Local 1291 v. Marine Trade Ass’n,
11 389 U.S. 64 (1967) 3, 4
12 In the Matter of A Member of the State Bar of Arizona, Jesus R. Romo Vejar,
13 2004 WL 5739531 (Sep. 2, 2004) 4
14 Kallins v. Superior Court of California, 2002 WL 500765 (N.D. Cal. Mar. 19, 2002), aff’d
15 In part, rev’d in part, 74 F. App’x 7070 (9th Cir. 2003) 3
16 Kilsheimer v. Rose & Moskowitz, 257 F.2d 242 (2d Cir. 1958) 13, 14
17 McGarr v. Hayford, 52 F.R.D. 219 (S.D. Cal. 1971) 1
18 Melekov v. Collins, 30 F.Supp. 159 (D.C. Cal. 1939) 1
19 Securities Exchange Commission v. Bilzarian, 378 F.3d 1100 (D.C. 2004) 2, 11
20 Securities Exchange Commission v. Equity Service Corp, 632 F.2d 1092 (3d Cir. 1980) ... 13, 14
21 Securities Exchange Commission v. Heartland Grp., Inc., 2003 WL 21000363
22 (N.D. Ill. May 2, 2003) 14
23 Securities Exchange Commission v. Ross, 504 F.3d 1130 (9th Cir. 2007) 2, 11
24 Securities Exchange Commission v. Vision Communications Inc, 74 F.3d 287
25 (D.C. Cir. 1996) 2, 11, 12,
26 14
27 United States v. Arizona Fuels Corp., 739 F.2d 455 (9th Cir. 1984) 13, 14
28

TABLE OF STATUTES

15 U.S.C. section 77 et. seq. 5

1	15 U.S.C. section 78 et. seq.	5
2	28 U.S.C. section 754	2, 3, 4, 6,
3	9, 10, 12, 13, 14	
4	28 U.S.C. section 959	6
5	28 U.S.C. section 1692	6
6	77 C.F.R. section 240.10b-5	5
7	Federal Rules of Civil Procedure, Rule 10(b)(5)	5
8	Federal Rules of Civil Procedure, Rule 12(b)(5)	1
9	Federal Rules of Civil Procedure, Rule 66	66

TABLE OF SECONDARY AUTHORITIES

10		
11	2 Ralph Ewing Clerk, a Treatise of the Law and Practice of Receivers, Ch. XIII (3d ed. 1959)	3, 11
12	5 Wright and Miller, Federal Practice and Procedure	1
13	7 – Pt. 2 Moore’s Federal practice section 66.08 (2d ed. 1980)	2, 12
14	L. Griffith, Jr., Federal Procedure – Lawyers Ed., Creditors’ Provisional Remedies,	
15	Section 21.38 (2022)	11
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		

I.

INTRODUCTION

Non-Party Kamille Dean, P.C., submits this Memorandum in support of her Motion to Quash Jurisdiction over Kamille Dean and Receiver's August 1, 2022, OSC re Contempt and Turn Over Order (Dkt. 210). Ms. Dean Makes this Motion under Rule 12(b)(5) of the Federal Rules of Civil Procedure and what was previously known as a special appearance to contest the Court's jurisdiction.¹

A. Preliminary Statement**1. The Receiver violated 28 U.S.C. section 754**

This is a Receivership proceeding concerning Receiver Geoff Winkler who was appointed by this Court's Order dated June 3, 2022, (Dkt. 88) over property of several Defendants, one of whom was Jeffrey Judd. Ms. Dean is an attorney licensed to practice law in Arizona, California, Colorado, Minnesota, and Utah, who was retained on March 25, 2022, by six (6) clients who are Kennedy Judd, Khloe Judd, Jeffrey Judd, Jennifer Judd, Parker Judd, and Preston Judd, to respond to Securities Exchange Commission ("SEC") subpoenas issued from Utah. Only Jeffrey Judd is a Defendant in this action.

Ms. Dean is a resident of Arizona, and on March 30, 2022, she placed a \$250,000 retainer from all of her six (6) Clients into a Trust Account located in Arizona. Only one of Ms. Dean's six (6) Clients are defendant in this proceeding, Jeffrey Judd, and the other five (5) Clients are not parties and have no notice of the Receiver's Order to Show Cause re Contempt and Turn Over. Each of these Clients claim they have an interest in the money placed into Kamille Dean, PC's Trust Account and that the money was not the property of Jeffrey Judd, which under Arizona law, required Ms. Dean hold the money her corporation's Trust Account until the matter is resolved among all claimants and Ms. Dean. Arizona Supreme Court Rules 42 E.R. 1.5 (fees), 1.15 (safekeeping property) and Rule 43 (disputed trust account funds).

Ms. Dean earned \$201,060 of the Retainer through her work, labor, and services prior to June 4, 2022, when she learned of the June 3, 2022, Order Appointing Receiver. The Receiver contacted Ms. Dean on June 9, 2022, demanding that she send the Receiver all \$250,000 of the money under threat of holding her in Contempt of Court in this proceeding. *Bloom v. Illinois*, 391 U.S. 194, 202 (1968) (the contempt

¹ In *McGarr v. Hayford*, 52 F.R.D. 219, 221 (S.D. Cal. 1971), the Court stated:

"Initially, it must be noted that Rule 12 has eliminated the necessity of appearing specially. The technical distinctions between general and special appearances have been abolished. *Bjorgo v. Weerden*, 342 F.2d 558 (7th Cir. 1965). 'However, there is no penalty if the pleader, mindful of the old ways, undertakes a 'special appearance,' although the label has no legal significance.' 5 Wright and Miller, Federal Practice and Procedure § 1344 at 522. See also *Bjorgo v. Weerden, supra*, and *Melekov v. Collins*, 30 F.Supp. 159 (D.C.Cal.1939), which indicate that use of the words 'special appearance' does emphasize a party's intent to object to jurisdiction."

power is uniquely "liable to abuse"). Ms. Dean responded that the funds did not belong to Jeffrey Judd, they were not Receivership property, and she had already earned as fees most of the funds she held. The Receiver was aware of the location of the funds in Arizona when the Receiver contacted Ms. Dean, and the Receiver knowingly violated 28 U.S.C. section 754 by failing to file Notice of Appointment in Arizona.

2. The Receiver's failure to file Notice in Arizona deprived this Court of jurisdiction

Pursuant to section 754, if receivership assets are located in other districts outside the State of Nevada, as in Ms. Dean's case, the Receiver must file a copy of the Order of Appointment and the Complaint in such other District Courts in which property is located within 10-days of the entry of his Order of appointment. *Securities Exchange Commission v. Ross*, 504 F.3d 1130, 1145 (9th Cir. 2007) ("failure to file [Notice of Receivership and Complaint] in any given district within ten days of the receiver's appointment generally 'divest[s] the receiver of jurisdiction and control over all such property in that district.'") (quoting 28 U.S.C. § 754). Only if the filing requirement under 28 U.S.C. section 754 is met will the appointing court's process extend to any judicial district where receivership property is found. *Securities Exchange Comm'n v. Bilzerian*, 378 F.3d 1100 (D.C. Cir. 2004); L. Griffith, Jr., *Federal Procedure - Lawyers Ed., Creditors' Provisional Remedies § 21:38*(2022). The statute provides that a receiver who fails to make a timely filing will be divested of jurisdiction. *Securities Exchange Comm'n v. Vision Communications, Inc.*, 74 F.3d 287 (D.C. Cir. 1996); L. Griffith, Jr., *Federal Procedure - Lawyers Ed., Creditors' Provisional Remedies § 21:38* (2022)

In *S.E.C. v. Vision Commc'ns, Inc.*, 74 F.3d 287, 290 (D.C. Cir. 1996), the Court stated:

"Under § 754, which is quoted in the margin, a receiver appointed in one district may obtain jurisdiction over property located in another district by filing in the district court of that district, within ten days after the entry of his order of appointment, a copy of the complaint and his order of appointment. The receiver in this case filed the required documents in Pennsylvania, but not until July 5, 1994—almost two months after the court appointed him and one week after the court issued its injunction. In light of the following language in § 754, this was fatal: 'The failure to file such copies in any district shall divest the receiver of jurisdiction and control over all such property in that district.' 28 U.S.C. § 754. As the parties here understand, the court's jurisdiction to reach Vista Vision and the Pennsylvania property had to be through the court's agent, the receiver. *Haile v. Henderson Nat. Bank*, 657 F.2d 816, 823 (6th Cir. 1981)], explains that a receiver's compliance with § 754 in a particular district extends the territorial jurisdiction of the appointing court into that district. By not complying with § 754, the receiver failed to establish control over the property. His failure precluded the district court from using § 754 as a stepping stone on its way to exercising *in personam* jurisdiction over Vista Vision. *See American Freedom Train Found. v. Spurney*, 747 F.2d 1069, 1073–74 (1st Cir.1984)."

In this case, the Receiver failed to file Notice of his Appointment and a copy of the Complaint in Arizona until August 5, 2022, more than two (2) months after his appointment on June 3, 2022. 7-Pt. 2 Moore's Federal Practice, ¶ 66.08(1) at 1949-50 (2d ed. 1980) ("Failure to file copies of the complaint and

1 order of appointment in any district no longer divests the appointing court of jurisdiction over all property
 2 located outside the state in which the suit was brought; it now divests the court of jurisdiction only over the
 3 property in the district where the copies are not filed.”). There is no excuse for the Receiver’s failure to
 4 have complied with section 754 because the receiver knew immediately after his appointment that Ms. Dean
 5 and her Trust Account were located in Arizona, and while the Receiver chose to obtain certified copies of
 6 his Order on June 6, 2022, as shown by the Certification described in Ms. Dean’s Declaration, the Receiver
 7 knowingly failed to file in Arizona. (Dean Declaration in Support of Motion to Quash and Exhibit “E”).
 8 The prejudice against Ms. Dean is overwhelming, and the Receiver’s failure has meant extensive costs,
 9 detrimental reliance, false demands against Ms. Dean by the SEC, and damages to Ms. Dean’s relationship
 10 with her Clients and with attorneys who work for Ms. Dean because they cannot be paid.

11 **3. The Court should quash the Receiver’s claims for lack of jurisdiction**

12 The Receiver’s violation of section 754 has been prejudicial to Ms. Dean’s rights, an unjustified
 13 interference with her Attorney-Client Agreement with her clients, and a violation of her Attorney’s Lien. 2.
 14 Ralph Ewing Clark, A Treatise On The Law And Practice Of Receivers, Ch. XIII, § 365, 623 (3rd ed.
 15 1959)(receiver has no power in a district court outside of where the receiver was appointed where the
 16 receiver has failed to meet the mandatory requirements of filing in the foreign jurisdiction). The Receiver’s
 17 attempt to hold Ms. Dean in Contempt of Court has been made with no jurisdiction over Ms. Dean.
 18 *Philadelphia Marine Trade Ass’n*, 389 U.S. 64, 76 (1967)(“The judicial contempt power is a potent weapon”
 19 and “it can be a deadly one.”). Ms. Dean has filed this Motion to Quash to set forth the lack of the
 20 Receiver’s jurisdiction and prejudicial violations of section 754.

21 The Receiver’s Motion for OSC re Contempt against Ms. Dean and violations of Section 754 were a
 22 misuse of this Court’s powers, and the Receiver’s misconduct as an officer of the Court cannot be ignored
 23 nor undone. *Kallins v. Superior Court of California*, 2002 WL 500765, at *10 (N.D. Cal. Mar. 19, 2002),
 24 *aff’d in part, rev’d in part*, 74 F. App’x 707 (9th Cir. 2003)(“the courts have long been cognizant of the
 25 enormous potential for abuse in the contempt power, which is the only area of our jurisprudence in which
 26 the functions of prosecutor, judge, and jury merge and are held by a single individual.”). The Receiver and
 27 his attorneys knew they had failed to file the June 3, 2022, Order in Arizona, and that the failure has resulted
 28 in extreme prejudice to Ms. Dean, including interference with her client relationships and violation of her
 Attorney’s Lien. Yet, the Receiver has engaged in an unprofessional misrepresentation that Ms. Dean must
 turn over funds, which she has done in the amount of \$48,940, due to the Receiver’s abuse of this Court’s
 contempt powers. *Fisher v. Pace*, 336 U.S. 155, 167 (1949)(Murphy, J., dissenting) (“The contempt power
 is an extraordinary remedy, an exception to our tradition of fair and complete hearings. Its use should be

1 carefully restricted to cases of actual obstruction.”).

2 The Receiver has exposed the Receivership Estate to liability for misconduct and has cost Ms. Dean
3 thousands of dollars in injuries and unnecessary time and expense because of the Receiver’s improper
4 threats and violation of section 754. Ms. Dean’s other five (5) Clients have demanded she not give into the
5 Receiver’s demands thereby irreparably injuring her relationship with her Clients. The mandates of Arizona
6 law, which require Ms. Dean to hold the contested funds in her trust account and not give into the false
7 demands to hold her in Contempt of Court, inflicted severe emotional distress on Ms. Dean. *Employers*
8 *Reinsurance Corp. v. GMAC Ins.*, 308 F. Supp. 2d 1010, 1016 (D. Ariz. 2004)(Arizona rules of professional
9 conduct requires attorney should segregate and hold disputed property and file interpleader where dispute
10 cannot in good faith be resolved amicably). No attorney should be placed in such a manufactured legal vice
11 created by a Receiver who knows he violated section 754 and yet improperly demands in bad faith Ms.
12 Dean turn over funds to the Receiver. *In the Matter of A Member of the State Bar of Arizona, Jesus R.*
Romo Vejar, 2004 WL 5739531, at *3 (Sep. 2, 2004)(attorney’s failure to file interpleader action of funds in
12 trust account when faced with competing demand on the money was sanctionable conduct).

13 The effort to hold Ms. Dean in Contempt of Court has been not only unprofessional, but also
14 destructive to Ms. Dean, her clients, and the thousands of dollars of work she has been required to perform
15 in the face of those threats.² Ms. Dean has been unable to pay from the held funds in her account the
16 attorneys who worked for her in this case because of the Receiver’s improper claims thereby irreparably
17 injuring her relationship with the attorneys. The Receiver utilized the threat of Contempt to force Ms. Dean
18 to part with \$48,940, knowing the Receiver had no authority over Ms. Dean or the funds and to evade the
19 Receiver’s violation of section 754. The Receiver’s actions were without jurisdiction, and the Court should
20 quash further proceedings.

21 **B. Statement of the Case**

22 **1. The SEC demanded immediate compliance with its Subpoenas**

23 On March 25, 2022, Ms. Dean entered into an Attorney-Client Agreement with six (6) clients who
24 were Kennedy Judd, Khloe Judd, Jeffrey Judd, Jennifer Judd, Parker Judd, and Preston Judd. (Exhibit “B”).
25 Ms. Dean’s clients retained her to provide legal services at the rate of \$600 per hour to comply with
26 subpoenas the Securities Exchange Commission had issued to her Clients from its office in Salt Lake City,

27 ² In *International Longshoremen's Assn., Local 1291 v. Philadelphia Marine Trade Association*, 389 U.S.
28 64, 76 (1967), the Court stated:

“The judicial contempt power is a potent weapon. When it is founded upon a decree too vague to be understood, it can be a deadly one. The most fundamental postulates of our legal order forbid the imposition of a penalty for disobeying a command that defies comprehension.”)

1 Utah. The Subpoenas were issued from Utah, where Ms. Dean is licensed to practice law, directing her
2 Clients to provide documents to the SEC.

3 Each Subpoena was signed by Laurie E. Abbott, Counsel, U.S. Securities and Exchange
4 Commission, Salt Lake Regional Office, 351 S. West Temple Street, Suite 6.100, Salt Lake City, UT 84101,
5 and directed compliance by sending the material subpoenaed to the Securities and Exchange Commission,
6 ENF-CPU, U.S. Securities and Exchange Commission, 14420 Albemarle Point Place, Suite 102, Chantilly,
7 VA 20151-1750, no later than March 25, 2022 at 5:00 p.m. Commencing on March 25, 2022, Ms. Dean
8 began working on document reviews, organization of documents, and a response to the SEC's subpoena.
9 Ms. Dean contacted the SEC and requested an extension of the compliance date for the Subpoenas. Ms.
10 Abbott demanded that there be immediate compliance with the Subpoenas and gave Mr. Dean an extension
11 with a rolling production thereafter starting April 15, 2022.

12 The SEC's demand for immediate compliance was deceptive because the SEC knew the SEC was
13 going to seek a Receiver and freeze Defendant's assets. Such an Order would mean that Ms. Dean would
14 provide enormous emergency services for which the SEC knew she would never be paid because the SEC
15 was seeking a Receivership over monies held by various attorneys. The SEC's gamesmanship from the
16 beginning demonstrated a design to prejudice any attorney involved.

17 **2. The Court Appointed Receiver Winkler**

18 On April 12, 2022, the Securities Exchange Commission ("SEC") filed a civil proceeding against
19 several defendants including Matthew Beasley, Jeffrey Judd, and several other individuals and corporations
20 alleging they were involved in a Ponzi or pyramid scheme of purchasing lawsuit settlements and
21 misrepresenting to the investors the pay-outs and proceeds of those settlements. The SEC alleged
22 violations of sections 5(a) and (c), 10(b), 17 (a) of the Securities Act, 15 U.S.C., section 77 et seq. and
23 section 78 et seq., and rule 10b-5, 77 C.F.R. section 240.10b-5 in four (4) Claims and a Fifth Claim for
24 Equitable Disgorgement of the proceeds from participants in the purported fraudulent scheme. On June 29,
25 2022, the SEC filed a First Amended Complaint adding several new defendants.

26 On June 3, 2022, the Court entered an Order Appointing Receiver whereby Geoff Winkler of
27 American Fiduciary Services, Inc., was appointed Receiver. The Order stated that the Court took

28 "exclusive jurisdiction and possession of the assets, of whatever kind and wherever situated, of the
following Defendants and/or Relief Defendants: 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 (collectively, the "J&J Receivership Defendants')." (6-3-
22 Order, p. 3, lines 3-7).

The Court took possession of:

"the personal assets, of whatever kind and wherever situated, of the following Defendants: Matthew

1 Wade Beasley; Jeffrey J. Judd; Christopher R. Humphries; Shane M. Jager; Jason M. Jongeward;
 2 Denny Seybert; and Roland Tanner (collectively, the “Individual Receivership Defendants”, and
 3 together with the J&J Receivership Defendants and the Beasley IOLTA, the “Receivership
 Defendants”).” (6-3-22 Order, p. 3, lines 12-17).

4 The Court granted the Receiver the powers identified in the Order made pursuant to 28 U.S.C.
 5 sections 754,³ 959 and 1692, and Federal Rule of Civil Procedure, Rule 66. (6-3-22, Order, p. 4, lines 2-7).
 6 The Order instructed the Receiver to determine “the nature, location and value of all property interests of the
 7 Receivership Defendants,” (6-3-22 Order, p. 4, lines 16-17), and to take custody of Receivership Property
 8 (6-3-22 Order, p. 4, lines 24-27). The Order instructed the Receiver to “take any action which, prior to the
 9 entry of this Order, could have been taken by the officers, directors, partners, managers, trustees and agents
 of the Receivership Defendants.” (6-3-22 Order, p. 5, lines 8-10).

10 **3. The Receiver demanded Ms. Dean turn over \$250,00 to the Receiver**

11 On March 30, 2022, Ms. Dean’s clients provided her with a retainer of \$250,000 for her work, labor,
 12 and services which Ms. Dean deposited into a separate account in Phoenix, Arizona. These funds remain in
 13 the Trust Account with the exception of \$48,940 which Ms. Dean sent to the Receiver on June 24, 2022.
 14 Ms. Dean has kept track of the time expended and has provided her clients with a time and billing
 accounting which as of this date far exceeds the \$250,000 retainer. (Exhibit “C”).

15 On June 9, 2022, pursuant to his June 3, 2022, Appointment, the Receiver’s Attorney, Joshua del
 16 Castillo of Allen Matkins Leck Gamble Mallory & Natisis, LLP., in Los Angeles contacted Ms. Kamille
 17 Dean and demanded she turn over the \$250,000 her clients had provided to her. The Receiver never
 18 identified the nature of his claim to Ms. Dean’s funds, and the Receiver only claimed that the money had
 19 come from Jeffery Judd, which was incorrect. However, the Receiver never filed the section 754 Notice
 20 and Copy of the Complaint in Arizona, and Ms. Dean relied upon that failure in informing the Receiver that
 the Receiver did not have jurisdiction over Ms. Dean or the funds in her Trust Account.

21 **C. Ms. Dean Provided the Receiver with a Certification of Her Services**

22 **1. Ms. Dean provided a Certification despite the violation of section 754**

23 The Court’s June 3, 2020, Order Appointing Receiver directed non-parties holding funds belonging
 24 to the Receiver to provide a Certification identifying the property and specifying where the funds were held.
 25 (6-3-22 Order, p. 6, lines 13-17). However, the Receiver did not file the Order in Arizona as mandated by
 26 section 754. The Receiver’s violation of section 754, which mandated the filing of the Order as a

27 ³ The Court’s June 3, 2022, Order specifically identified 28 U.S.C. section 754 for the Receiver’s
 28 obligations, and yet the Receiver violated the Court’s Order and section 754 by not filing the Order in
 Arizona upon which Ms. Dean has relied to her detriment.

1 prerequisite to jurisdiction over the funds, was inexcusable.

2 However, on June 24, 2022, Ms. Dean provided to the Receiver a Certification of all amounts she
3 held in a separate segregated Trust Account for her six (6) Clients, who were Kennedy Judd, Khloe Judd,
4 Jeffrey Judd, Jennifer Judd, Parker Judd, and Preston Judd. (Exhibit "D"). Ms. Dean objected that only one
5 of her Clients was subject to the June 3, 2022, Receivership Order, and that none of the property she had
6 was "receivership property." It came from all of her Clients who assured her that none of the property was
7 the proceeds of any illegal activities, and Ms. Dean had no notice, knowledge, or other information that the
8 funds she received were the product of any illegal activities.

9 Ms. Dean's Letter and Certification stated that she had earned \$201,060 in fees prior to June 4, 2022,
10 when she learned of the June 3, 2022, Receivership Order. In Ms. Dean's June 24, 2022, Letter, Ms. Dean
11 forwarded the amount of \$48,940 to the Receiver under protest. The Receiver's threats under color of law
12 of holding Ms. Dean in Contempt of Court resulted in her involuntarily making the payment representing
13 Jeffrey Judd's potential one-sixth (1/6th) interest as a beneficiary and the unearned portion of Ms. Dean fees
14 held in her account. Ms. Dean requested the Receiver approve her taking the remaining \$201,060 as earned
15 Attorney's Fees under her March 25, 2022, Attorney-Client Agreement with her clients.

16 **2. Ms. Dean's Letter set forth her Attorney-Client Agreement**

17 Ms. Deans June 24, 2022, Letter and Certification stated:

18 "On March 25, 2022, we entered into an Attorney-Client Agreement entitled Legal Services
19 Agreement and Addendum with six (6) individual clients: Kennedy Judd, Khloe Judd, Jeffrey Judd,
20 Jennifer Judd, Parker Judd, and Preston Judd (see attached Agreement and Addendum pursuant to
21 our phone conversation). We agreed to provide services to each of our clients in connection with
22 several Securities & Exchange Commission ("SEC") Subpoenas, government investigations,
23 bankruptcy proceedings, and any matter where we were asked to provide services. Our Agreement
24 provided for a \$250,000 retainer and that we had an Attorney's Lien and security interest on all
25 funds involved in our representation and in connection with our services to secure our fees.

26 "Our clients informed us our services were retained on an emergency basis, and we needed to
27 set aside all other work in other cases to provide them with immediate services. In addition, the SEC
28 demanded responses to their subpoenas by April 15, 2022, which involved the emergency review of
thousands upon thousands of documents, extensive examination of the facts involved in the case,
privilege review of documents, and significant research into the nature of the government's
investigations. When we were retained, we had no knowledge or information regarding this case,
and we had no knowledge or information that the \$250,000 retainer funds would be part of any
illegal proceeds. We were assured that the funds we received were not unlawful and were generated
long before the SEC commenced its investigation.

"Pursuant to our Agreement we have kept all funds in a segregated account. We
commenced working on the government's investigation and the SEC's subpoenas on an emergency
basis with extensive document review, research, examination of our client's history, properties
owned by our clients, and other matters which are attorney-client privileged for each of our six (6)
clients. We have maintained a Joint Defense relationship and agreement with our clients and the
monies we have are held as our legal fees for all six (6) clients jointly." (Exhibit "D," 6-240-22

1 Dean Letter, p. 1 ¶ 1, to p. 2 ¶ 1).

2 **3. Ms. Dean's Certification Letter explained she was a BFP with no notice**

3 Ms. Dean's letter explained that she was a Bona Fide Purchaser and Seller of Services without notice
4 of any impropriety concerning the funds she received and earned for her work as an attorney. She was not
5 engaged in money laundering or holding funds for her Clients. Rather, she provided emergency
6 contemporaneous services, and the amounts she received on March 30, 2022, were to pay for her services as
7 an attorney which were earned through her work, labor, and services.

8 Ms. Dean stated:

9 "Your appointment on June 3, 2022, as a Receiver for Jeffrey Judd affects only one (1) of our
10 clients. The Order does not name or affect our other clients. However, no matter what the
11 Receiver's position might be regarding whom or what was affected, we earned fees of \$201,060
12 prior to your appointment. Our services were rendered as a bona fide seller of services in good faith
13 as demanded by our clients.

14 "We agreed to provide services to all of our clients with no knowledge of any impropriety or
15 taint of the funds. The funds which we received were a reasonable estimate of the value of legal
16 services that was anticipated to be rendered and costs that were anticipated in the representation of
17 each of our six (6) clients in expected criminal and SEC investigation matters. Prior to accepting the
18 funds, we performed all necessary due diligence to ensure that the funds received were lawfully
19 obtained.

20 "This due diligence included discussion with the other attorneys involved in the matters, and
21 reliance on the investigation by several former federal agents, as well as full compliance with the
22 DOJ's Asset Forfeiture Policy Manual. We relied upon our own and other attorneys' review of all
23 available evidence in the case, including thousands of pages of financials, bank records, emails, text
24 exchanges, and other information materials. We relied on the expert analysis of several retired
25 federal agents - spanning over a hundred years of service for the FBI, the Secret Service, the IRS-
26 Criminal Division, and the Office of Inspector General.

27 "We relied upon the written assurances provided to the other attorneys in the case from the
28 clients that all funds given originated from lawful income or other lawful U.S. sources. We relied
upon the attorneys involved in this case who had received certification from Jeffrey Judd that the
source of the funds originated from lawful sources and have never been subject to any commingling
event with any moneys relevant to Mr. Matthew Beasley, J&J Consulting Services, Inc., or J&J
Purchasing, LLC." (Exhibit "D," 6-24-22 Dean Letter, p. 2 ¶ 3, to p.3 ¶ 1).

29 **4. Ms. Dean's Letter set forth she had earned her fees**

30 Ms. Dean's June 24, 2022, Certification explained that the Receiver's demand for the \$250,000 in
31 Ms. Dean's account was improper because Jeffrey Judd owned none of the money in the account, and at
32 most Jeffrey Judd had a one-sixth (1/6th) beneficial interest in those funds which was a mere expectancy
33 and subject to Ms. Dean's Attorney-Client Agreement and Attorney's Lien. Ms. Dean stated that:

34 "In providing services we relied on our Attorney-Client Agreement and Attorney's Lien in good
35 faith without knowledge of any impropriety in providing all six (6) of our clients' emergency
36 services.

37 "All of the fees reflected in our billings have been earned, and we are entitled to them as the
38

1 owner of earned fees. The Receiver's demand on behalf of Jeffrey Judd that we turn over these funds
 2 is a breach of our Attorney-Client Agreement for which the Receiver bears personal liability. The
 3 demand is a violation of our Attorney's Lien, interference with our representation of our other five
 4 (5) clients, and a violation of our ownership rights in earned fees. The Receiver stands in the shoes
 5 of Jeffrey Judd who is a one-sixth (1/6th) beneficial recipient of our services who (1) does not have
 6 any ownership interest in any of the funds; (2) is subject to the rights of our other five (5) clients
 7 who have requested us not to turn over the funds necessary to their criminal and civil defense; and
 8 (3) will cause a breach of contract and irreparable injury to our other clients should the Receiver
 9 violate our and our clients' pre-existing constitutional rights and contract rights to our services.

10 "We have not touched any of the funds in our possession which belong to the firm, although
 11 we have earned them. Our other five (5) clients have requested we not to turn over their property to
 12 you, and your demands have created an intolerable situation where we face contempt of court from
 13 you under color of law should we refuse your demands and comply with our clients' requests. The
 14 funds in our account were not going anywhere, and there is no basis for the Receiver to demand the
 15 turn-over of funds which were not in danger of being dissipated and do not belong to the Receiver.

16 "In order to resolve this matter, we have sent you \$48,940 representing the \$250,000 we
 17 received minus the \$201,060 we earned prior to your appointment as Receiver. You will receive the
 18 wire today. The money we are sending you is subject to our Attorney's lien because we have earned
 19 additional fees since May 25, 2022 (Kamille Dean) and June 3, 2022 (other attorneys). The money
 20 is also subject to our claim for damages that the Receiver has no ownership interest in the funds and
 21 the Receiver's demand has interfered with our contractual relations, Attorney's Lien, and our
 22 representation of our clients in an alleged criminal matter." (6-240-22 Dean Letter, p. 3 ¶¶ 2-5).

23 **D. The Receiver Filed a Motion for Contempt and Turn Over Order without Jurisdiction**

24 Ms. Dean has held extensive discussions and "meet and confer" deliberations with the Receiver's
 25 Attorneys, Joshua del Castillo, Kara Hendricks, and David Zaro. The Receiver has never once identified
 26 any basis to claim that the money in Ms. Dean's possession is (1) the product of illegal activity; (2) the
 27 property of Jeffrey Judd; or (3) unearned fees free and clear of Ms. Dean's Attorney-Client Agreement,
 28 Attorney's Lien, or demands of her other Clients. The Receiver has failed to identify any basis for the
 Receiver's bold demand Ms. Dean turn over all of the funds in her possession to the Receiver or be held in
 Contempt of Court when the Receiver (1) knows he violated section 754, (2) has no evidence the funds Ms.
 Dean holds belong to Jeffrey Judd or are somehow tainted with illegality, and (3) cannot dispute that Ms.
 Dean earned her fees of \$201,060 as a Bona Fide Purchaser and Seller in good faith without notice prior to
 learning of the Receiver's Order.

On August 1, 2022, the Receiver filed a Motion for Order to Show Cause re Contempt and Turn
 Over Order against Ms. Dean. (Dkt. 210). The Receiver failed to make any claims against Ms. Dean's
 other five (5) Clients and gave them no notice of the proceeding in violation of due process of law. (See
 Ms. Dean's Motion to Strike Contempt Citation for Lack of Jurisdiction). The Receiver's motion never
 once informed the Court the Receiver had failed to file Notice in Arizona as mandate by section 754 and the

1 Receiver's concealment of that material jurisdictional defect and inexcusable failing constitutes a material
2 failure to disclose information to this Court.

3 On August 5, 2022, the Receiver filed an untimely Notice of his June 3, 2022, Appointment in
4 Arizona more than two (2) months late. (See Dean Declaration in Support of Motion to Quash & Exhibit
5 "E"). The delay was unreasonable and prejudicial. The untimely filing did not correct or eliminate the
6 jurisdictionally defective failure to timely file under 28 U.S.C. section 754.

7 The Receiver's Motion has no evidence or testimony showing the money in Ms. Dean's account is
8 Receivership money, and the failure to provide any evidence or testimony to meet the Receiver's mandatory
9 burden of making that showing is fatal to the Receiver's Motion. The Receiver has failed to establish the
10 most elementary jurisdictional requirements for a Contempt Citation or Turn Over Order where the funds
11 are disputed as to ownership and the only way for the Receiver to seek recovery of such funds is by filing a
12 plenary proceeding to determine ownership, and not the baseless summary proceeding the Receiver's has
13 pursued without evidence.

14 II.

15 **THE RECEIVER VIOLATED SECTION 754 BY FAILING TO FILE NOTICE OF THE** 16 **RECEIVERSHIP IN ARIZONA WITHIN 10-DAYS OF APPOINTMENT AND THE** 17 **RECEIVER'S MOTION SHOULD BE QUASHED**

18 A. **The Receiver Lacks Jurisdiction Over Ms. Dean**

19 1. **The Receiver failed to file a section 754 Notice in Arizona**

20 The Receiver violated section 754 by failing to file the June 3, 2022, Order and a copy of the
21 Complaint in Arizona within 10-days of appointment, and the two (2) month late filing until August 5, 2022,
22 did not solve the Receiver's violation. The purported receivership property of \$250,000 was located in
23 Arizona, and Ms. Dean is a licensed Attorney who resides in Arizona. The Receiver's failure to file in
24 Arizona created irremediable prejudice against Ms. Dean and her Clients who have demanded she not
25 comply with the Receiver's threats of Contempt while Ms. Deans has incurred additional fees of many
26 thousands of dollars based on her Clients' demands she provide work, labor, and services pursuant to the
27 retainer they have provided to Ms. Dean. The Receiver's prejudicial actions have been severe, caused a
28 violation of Ms. Dean's Attorney-Client Agreement, an interference with her contractual relationship with
other attorneys, vendors, employees, and Clients, and a violation of her Attorney's Lien. *Fisher v. Pace*,
336 U.S. 155, 167 (1949) (Douglas, J., dissenting) (the contempt power is "the most drastic weapon
entrusted to the trial judge").

Section 754 provides:

1 “Such receiver shall, within ten days after the entry of his order of appointment, file copies of the
 2 complaint and such order of appointment in the district court for each district in which property is
 3 located. The failure to file such copies in any district shall divest the receiver of jurisdiction and
 control over all such property in that district.”

4 Only if the requirements of Section 754 are met is the court of Receivership appointment's territorial
 jurisdiction extended under section 1692, which permits nation-wide jurisdiction. *Securities Exchange*
 5 *Comm'n v. Ross*, 504 F.3d 1130, 1146 (9th Cir. 2007)(“failure to file [Notice of Receivership and
 6 Complaint] in any given district within ten days of the receiver's appointment generally ‘divest[s] the
 7 receiver of jurisdiction and control over all such property in that district.’”)(quoting 28 U.S.C. § 754). Only
 8 if the filing requirement under 28 U.S.C. section 754 is met will the appointing court's process extend to any
 9 judicial district where receivership property is found. *Securities Exchange Comm'n v. Bilzerian*, 378 F.3d
 10 1100 (D.C. Cir. 2004); L. Griffith, Jr., Federal Procedure - Lawyers Ed., Creditors' Provisional Remedies §
 11 21:38(2022). The statute provides that a receiver who fails to make a timely filing will be divested of
 12 jurisdiction. *Securities Exchange Comm'n v. Vision Communications, Inc.*, 74 F.3d 287 (D.C. Cir. 1996);
 13 L. Griffith, Jr., Federal Procedure - Lawyers Ed., Creditors' Provisional Remedies § 21:38(2022); 2. Ralph
 Ewing Clark, A Treatise On The Law And Practice Of Receivers, Ch. XIII, § 365, 623 (3rd ed. 1959).

14 In *Securities Exchange Comm'n v. Ross*, 504 F.3d 1130, 1145 (9th Cir. 2007), the Court stated:

15 “Once appointed, in order to preserve his claims, a receiver is to ‘file copies of the complaint and
 16 [the] order of appointment in the district court for each district in which the property is located.’ By
 17 doing so, a receiver obtains ‘complete jurisdiction and control’ over receivership property in any
 18 district. *Id.* However, failure to file in any given district within ten days of the receiver's
 appointment generally “divest[s] the receiver of jurisdiction and control over all such property in that
 district.” *Id.*”

19 The *Ross* Court concluded:

20 We agree with the D.C. and Sixth Circuits that § 1692 extends “the territorial jurisdiction of the
 21 appointing court ... to any district of the United States where property believed to be that of the
 receivership estate is found, **provided that the proper documents have been filed in each such**
 22 **district as required by § 754.**” *Bilzerian*, 378 F.3d at 1103–05; *accord Haile*, 657 F.2d at 823. “*Id.*
 at 1145-46 (emphasis added).

23 In this case, there is no other basis for jurisdiction over Ms. Dean and the property is located outside
 24 of the District of Nevada. 2. Ralph Ewing Clark, A Treatise On The Law And Practice Of Receivers, Ch.
 25 XXI, § 625.1(a), 1024 (3rd ed. 1959)(“The appointing court cannot take possession and control of property
 26 of the defendant outside its territorial jurisdiction.”). The prejudice to Ms. Dean from any attempted late
 27 filing in Arizona of the Receiver’s Order is overwhelming, and the Receiver has knowingly engaged in
 28 misconduct of threatening Ms. Dean with Contempt of Court where there was no jurisdiction to do so. Ms.
 Dean has six (6) Clients, only one of whom is subject to the Receiver’s Order, and that client, Jeffrey Judd
 does not own any of the property remaining in Ms. Dean’s possession.

1
2 **2. The Receiver's violation of section 754 has irreparably prejudiced Ms. Dean**

3 Ms. Dean was irreparably prejudiced because she incurred over \$201,060 in attorney's fees in good
4 faith at the demand of the SEC and her other five (5) Clients where the Receiver had no right to interfere
5 with her Attorney's Lien or jurisdiction over any of the funds in the Trust Account. Ms. Dean's other five
6 (5) Clients were not affected by the Receiver's Orders, and they demanded Ms. Dean continue her work on
7 their case. Ms. Dean was precluded from paying the attorneys, contractors, employees, and staff who
8 helped her in this case thereby injuring her relationship with them. Ms. Dean incurred thousands of dollars
9 of attorney's fees for Clients unaffected by the Receivership while the Receiver had no jurisdiction over her
10 and Ms. Dean was ethically bound in an emotional legal vice to honor her commitment to her other five (5)
11 Clients to her prejudice when he Receiver was in violation of section 754.

12 In *Securities Exchange Commission v. Vision Communications, Inc.*, 74 F.3d 287 (D.C. Cir. 1996),
13 the Securities and Exchange Commission (SEC) brought a receivership enforcement action to enjoin the
14 seller of wireless cable "transmission rights" from interfering with buyer's receiver's sale or transfer of those
15 rights. The Seller appealed the adverse judgment, and the Court of Appeals held the Receiver's failure to
16 file a copy of the Complaint and his Order of appointment in Pennsylvania within ten-days of entry of Order
17 divested the Receiver of jurisdiction and control of property in Pennsylvania. The Court found that "to
18 establish personal jurisdiction over Vista Vision, the receiver would have needed 'authorization' to have
19 Vista Vision served in Pennsylvania, indisputably outside the territorial boundaries of the U.S. District
20 Court for the District of Columbia." *Id.* at 290. The receiver had to comply with 28 U.S.C. section 754. *Id.*
21 at 290 (citing *Haile v. Henderson Nat'l Bank*, 657 F.2d 816, 823 (6th Cir.1981), *cert. denied*, 455 U.S. 949
22 (1982); 7 James W. Moore, *Moore's Federal Practice* ¶ 66.08[2], at 66–51 (2d ed. 1995)). The Court found:

23 "Under § 754, which is quoted in the margin, a receiver appointed in one district may obtain
24 jurisdiction over property located in another district by filing in the district court of that district,
25 within ten days after the entry of his order of appointment, a copy of the complaint and his order of
26 appointment. The receiver in this case filed the required documents in Pennsylvania, but not until
27 July 5, 1994—almost two months after the court appointed him and one week after the court issued
28 its injunction. In light of the following language in § 754, this was fatal: 'The failure to file such
copies in any district shall divest the receiver of jurisdiction and control over all such property in that
district.' 28 U.S.C. § 754. As the parties here understand, the court's jurisdiction to reach Vista
Vision and the Pennsylvania property had to be through the court's agent, the receiver. *Haile*, 657
F.2d at 823, explains that a receiver's compliance with § 754 in a particular district extends the
territorial jurisdiction of the appointing court into that district. By not complying with § 754, the
receiver failed to establish control over the property. His failure precluded the district court from
using § 754 as a stepping stone on its way to exercising in personam jurisdiction over Vista Vision.
See American Freedom Train Found. v. Spurney, 747 F.2d 1069, 1073–74 (1st Cir.1984)." *Id.* at
290." *Id.* at 290.

1 The Court found that a court may excuse compliance with section 754 only where compelling reasons exist
2 for the receiver and there was no prejudice to the subject party.

3 “The receiver cites three cases in which appellate courts allowed a receiver to obtain
4 jurisdiction despite his failure to comply with § 754. In two of the cases, *SEC v. Equity Service*
5 *Corp.*, 632 F.2d 1092 (3d Cir.1980), and *Kilsheimer v. Rose & Moskowitz*, 257 F.2d 242 (2d
6 Cir.1958), the courts forgave tardy compliance with § 754 when compelling reasons were offered for
7 the delays—the death of a receiver in one case, impossibility in the other—and when the receivers
8 nonetheless did comply with § 754 months before the actions there arose. In the third case, *United*
9 *States v. Arizona Fuels Corp.*, 739 F.2d 455, 460 (9th Cir.1984), the court held that the receiver's
10 failure to satisfy § 754 did not ‘preemptively’ divest the district court of the *in personam* jurisdiction
11 it already had over the party claiming an interest in the property. Compliance with § 754, the court
12 held, is necessary ‘[w]hen there is no other basis of jurisdiction,’ *id.*

13 “In all three cases, then, the district courts had personal jurisdiction over the parties—either
14 through belated compliance with § 754 or otherwise—before hearing the cases. In this case, the
15 district court had no source of personal jurisdiction outside § 754, cf. *Omni Capital*, 484 U.S. at 104,
16 108 S.Ct. at 409, and the receiver had not complied with § 754 at the time the district court entered
17 its injunction. While the receiver finally filed the documents required by § 754 a week after the
18 district court issued its order, that late filing cannot establish jurisdiction retroactively. At the time
19 the district court entered its order authorizing the receiver to ‘assert jurisdiction over VCI's assets’
20 and enjoining Vista Vision ‘from interfering with the Receiver's sale or transfer’ of the assets, § 754
21 had already divested the receiver of jurisdiction and the district court could not supersede that
22 statutory preclusion.” *Id.* at 290-91.

23 In this case, there is no other basis for jurisdiction over Ms. Dean who has no minimum contacts
24 with this case or in Nevada. The Receiver's failure to obtain jurisdiction as mandated by section 754 in
25 Arizona has caused irreparable prejudice to Ms. Dean and her Clients. There are no compelling reasons for
26 the Receiver's failure. Instead, the Receiver engaged in false claims of (1) ownership, (2) entitlement, and
27 (3) baseless litigation where the Receiver would hold Ms. Dean in Contempt of Court if she didn't pay when
28 she had no ability to do. The Receiver falsely induced a \$48,960 payment which did not belong to the
Receiver and belonged to Ms. Dean and her clients, all to Ms. Dean and her Clients' irreparable injury.

B. The Receiver's Late Filing of Notice on August 5, 2022, Was Inexcusable

21 The Receiver knew when he brought his August 1, 2022, Contempt Motion that he had not filed in
22 Arizona, and yet he concealed that fact from the Court. Then after holding extensive discussions with Ms.
23 Deal, the Receiver engaged in a late filing in Arizona on August 5, 2022, more than two (2) months after his
24 appointment. Nevertheless, he has continued in bad faith to prosecute this proceeding. The untimely filing
25 was inexcusable because the Receiver knew of his obligation and chose not to file.

26 The Nevada Court Clerk's Certification on the Order which was filed in Arizona is dated June 6,
27 2022, demonstrating the Receiver knew of the obligation to file and knowingly failed to do so. (Dean
28 Declaration in Support of Motion to Quash & Exhibit “E”). This case does not present any extraordinary
circumstances to justify the Receiver's failure to file. The Court should quash the Contempt and Turn Over

1 Motions for lack of jurisdiction.⁴

2 *In S.E.C. v. Heartland Grp., Inc.*, 2003 WL 21000363, at *5 (N.D. Ill. May 2, 2003), the Court
3 stated:

4 “While true that some courts have stretched the requirements of § 754 and found jurisdiction even
5 when the receiver has not complied with § 754, most such cases present either exceptional
6 circumstances, e.g., *Equity Serv. Corp.*, 632 F.2d at 1093 (court forgave compliance with § 754
7 where receiver died); *Kilsheimer v. Rose & Moskowitz*, 257 F.2d 242, 244 (2d Cir.1958) (court
8 forgave compliance because of impossibility), or situations where the court had in personam
9 jurisdiction. *See, e.g., Arizona Fuels Corp.*, 739 F.2d at 460; *American Freedom Train*, 747 F.2d at
10 1073–74. A restrictive reading of § 754 would have particular appeal in this case where notice of
11 the SEC complaint and appointment of the receiver is not seriously disputed. Nonetheless, no
12 exceptional circumstances are present, and, as discussed below, the court does not believe it has in
13 personam jurisdiction over BNY. The statute is clear and the court has an obligation to apply it as
14 such. Accordingly, because of the failure to file a notice under § 754, the court's in rem jurisdiction
15 over the assets has been divested.”

16 There are no exceptional circumstances here, and there is no basis for *in personam* jurisdiction over
17 Ms. Dean. Her Declaration states she not only does not do business in Nevada, but also she has done
18 nothing in connection with this proceeding which would give the Nevada Court jurisdiction over her. The
19 Receiver makes no such claim of *in personam* jurisdiction over Ms. Dean, and there are no exceptional
20 circumstances to justify the Receiver's knowing failure to file in Arizona the Notice mandated by section
21 754 within 10-days of June 3, 2022. The Court lack jurisdiction over Ms. Dean and the Court should grant
22 Ms. Dean's Motion to Quash.

23 III.

24 CONCLUSION

25 Ms. Dean has filed a Motion for Leave to File Interpleader Action against the Receiver. The funds
26 in Ms. Dean's Trust Account are not going anywhere, and Ms. Dean will hold the funds until this matter is

27 ⁴ On July 28, 2022, the Receiver obtained an Order Amending the June 3, 2022, Order Appointing
28 Receiver (Dkt. 207). However, not only did the Receiver not file Notice of that Order within 10-days in
Arizona, but also an Amendment of the Order is not a reappointment of the Receiver and does not meet the
requirements for reappointment. Some Courts have held that were the Court to reappoint the receiver, it
will start a new 10-day clock under section 754. *S.E.C. v. Vision Comms., Inc.*, 74 F.3d 287, 291
(D.C.Cir.1996) (“On remand, the court may reappoint the receiver and start the ten-day clock of § 754
ticking once again.”). In this case the Court should recognize the Receiver's misconduct regarding Ms.
Dean as precluding any reappointment and the futility of such a reappointment because of Ms. Dean's filing
of an Interpleader Action in Arizona, the unavailability of summary procedures to determine ownership in
Ms. Dean's case, and the prejudice and liability the Receiver has caused to the Receivership Estate. (See
Ms. Dean's Objection and Motion to Strike OSC Re Contempt and Turn Over Order). Reappointment
would require a full hearing on the basis and requirements for appointment of a Receiver, and the Receiver's
misconduct would counsel against any reappointment.

1 resolved. However, before that plenary action takes place deciding ownership of the funds and Ms. Dean's
2 claim for interference with her Attorney-Client relationships, contract, and Attorney's Lien, the Receiver's
3 misconduct needs to be addressed, and for the foregoing reasons, Ms. Dean requests that her Motion to
4 Quash OSC re Contempt and Turnover Order be granted.

5 DATED: August 15, 2022

KAMILLE DEAN

6
7
8 

9 By: _____

Kamille Dean
Attorney in Pro Se

DECLARATION OF KAMILLE DEAN

I Kamille Dean, declare and say:

1. I am an attorney at law admitted to all of the Courts of the States of Arizona, California, Colorado, Minnesota, and Utah. (See Ms. Dean’s Curriculum Vitae attached as Exhibit “A”).

2. On March 25, 2022, I entered into an Attorney-Client Agreement with six (6) clients who were Kennedy Judd, Khloe Judd, Jeffrey Judd, Jennifer Judd, Parker Judd, and Preston Judd. (Exhibit “B”). My Clients retained me to provide legal services at the rate of \$600 per hour to comply with subpoenas the Securities Exchange Commission had issued to my Clients from its office in Salt Lake City, Utah. The Subpoenas were issued from Utah, where I am licensed to practice law, directing my Clients to provide documents to the SEC.

3. Each Subpoena was signed by Laurie E. Abbott, Counsel, U.S. Securities and Exchange Commission, Salt Lake Regional Office, 351 S. West Temple Street, Suite 6.100, Salt Lake City, UT 84101, and directed compliance by sending the material subpoenaed to the Securities and Exchange Commission, ENF-CPU, U.S. Securities and Exchange Commission, 14420 Albemarle Point Place, Suite 102, Chantilly, VA 20151-1750, no later than March 25, 2022 at 5:00 p.m. Commencing on March 25, 2022, I began working on document reviews, organization of documents, and a response to the SEC’s subpoena. I contacted the SEC and requested an extension of the compliance date for the Subpoenas. Ms. Abbott demanded that there be immediate compliance with the Subpoenas and gave me an extension with a rolling production thereafter starting April 15, 2022.

4. The SEC’s demand for immediate compliance was deceptive because the SEC knew that the SEC was going to seek a Receiver and freeze the assets of the Defendants. Such an Order would mean the SEC demanded that I provide enormous emergency services knowing it was going to object to me being paid for my work. The SEC’s gamesmanship and deception in failing to tell me that I would be working for free from the beginning of this case demonstrated a design to prejudice me and any attorney involved.

5. On March 30, 2022, my clients provided me with a retainer of \$250,000 for my work, labor, and services which I deposited into a separate account in Phoenix, Arizona. These funds remain in the Trust Account with the exception of \$48,940 which I sent to the Receiver on June 24, 2022. I have kept track of the time expended and has provided her clients with a time and billing accounting which as of this date far exceeds the \$250,000 retainer. (Exhibit “C”).

6. On June 9, 2022, pursuant to his June 3, 2022, Appointment, the Receiver’s Attorney, Joshua del Castillo of Allen Matkins Leck Gamble Mallory & Natisis, LLP., in Los Angeles contacted me and

1 demanded I turn over the \$250,000 my clients had provided to me. The Receiver never identified the nature
2 of his claim to my funds, and the Receiver only claimed that the money had come from Jeffery Judd, which
3 was incorrect. The Receiver then engaged in an abusive course of threatening me with Contempt if I did
4 not turn over the funds and concealing that the Receiver had violated 28 U.S.C. section 754 by failing to file
5 Notice and the Complaint in Arizona.

6 7. The Court's June 3, 2020, Order Appointing Receiver directed non-parties holding funds
7 belonging to the Receiver to provide a Certification identifying the property and specifying where the funds
8 were held. (6-3-22 Order, p. 6, lines 13-17). However, the Receiver never filed the Order in Arizona as
9 mandated by 28 U.S.C. section 754 and the June 3, 2022, Order (6-3-22 Order, p. 4, line 6). The Receiver's
10 violation of section 754, which mandated the filing of the Order as a prerequisite to jurisdiction over me,
11 was inexcusable.

12 8. On June 24, 2022, I provided to the Receiver a Certification of all amounts I held in a separate
13 segregated Trust Account for my six (6) clients, who were Kennedy Judd, Khloe Judd, Jeffrey Judd,
14 Jennifer Judd, Parker Judd, and Preston Judd. (Exhibit "D"). I objected to jurisdiction over me and that
15 only one of my clients was subject to the June 3, 2022, Receivership Order. None of the property I had was
16 "receivership property." It came from all of my Clients who assured me that none of the property was the
17 proceeds of any illegal activities, and I had no notice, knowledge, or other information that the funds I
18 received were the product of any illegal activities. I have never stated to the Receiver or anyone else that
19 the money in my account came from Jeffrey Judd because it did not and it came from all six (6) Clients.

20 9. My Letter and Certification stated that I had earned \$201,060 in fees prior to June 4, 2022, when I
21 learned of the June 3, 2022, Receivership Order. In my June 24, 2022, Letter, I forwarded the amount of
22 \$48,940 to the Receiver under protest stating the payment was made involuntarily and was more than
23 Jeffrey Judd's purported one-sixth (1/6th) beneficial interest. The Receiver's assertion of rights under color
24 of law and threats of holding me in Contempt of Court forced me to make that payment. I requested the
25 Receiver approve of my taking the \$201,060, I retained in my account as earned Attorney's Fees under my
26 March 25, 2022, Attorney-Client Agreement. (Exhibit "D," 6-240-22 Dean Letter, p. 1 ¶ 1, to p. 2 ¶ 1).

27 10. My Letter explained I was a Bona Fide Purchaser and Seller of Services without notice of any
28 impropriety concerning the funds I earned for my work. I was not engaged in money laundering or holding
funds for my Clients. Rather, I provided emergency contemporaneous services, and the amounts I received
on March 30, 2022, were to pay for my services as an attorney which were earned through my work, labor,
and services as an attorney. (Exhibit "D," 6-240-22 Dean Letter, p. 2 ¶ 3, to p.3 ¶ 1).

11. My June 24, 2022, Certification explained the Receiver's demand for the \$250,000 in my

1 account was improper because Jeffrey Judd owned none of the money in the account, and at most Jeffrey
2 Judd had a one-sixth (1/6th) beneficial interest in those funds which was a mere expectancy and subject to
3 my Attorney-Client Agreement and Attorney's Lien. (Exhibit "D," 6-240-22 Dean Letter, p. 3 2-5).

4 12. I have held extensive discussions and "meet and confer" deliberations with the Receiver's
5 Attorneys, Joshua del Castillo, Kara Hendricks, and David Zaro. The Receiver has never once identified
6 any basis to claim that the money in my possession is (1) the product of illegal activity; (2) the property of
7 Jeffrey Judd or somehow tainted with illegality; or (3) any dispute that I earned my fees of \$201,060 as a
8 Bona Fide purchaser and Seller in good faith without notice prior to learning of the Receiver's Order. I
9 earned all of the fees in my account and the Receiver has never presented any evidence to me or the Court
10 that he has a right to violate my ownership interest, interfere with my Attorney-Client Agreement, or violate
11 my Attorney's Lien on these funds.

12 13. In the face of the Receiver's knowing violation of section 754 and failure to file Notice in
13 Arizona, on August 1, 2022, the Receiver filed a Motion for Order to Show Cause re Contempt and Turn
14 Over Order against me. The Receiver failed to make any claims against my other five (5) Clients and gave
15 them no notice of the proceeding in violation of due process of law. (See my Objection and Motion to
16 Strike Contempt Citation for Lack of Jurisdiction). The Receiver's motion never once informed the Court
17 the Receiver had failed to file Notice in Arizona as mandate by section 754, and the Receiver's concealment
18 of that material jurisdictional defect and inexcusable failing constitutes a material failure to disclose
19 information to this Court.

20 14. The Receiver's Motion presented no evidence or testimony that the money in my account is
21 Receivership money. I am the owner of the funds in my account because I earned fees prior to any Notice
22 of the Receiver's claim, and the Receiver cannot deprive me or my other five (5) Clients of our ownership
23 claims without a full hearing, trial, notice, and opportunity to be heard. My and my Client's claims of
24 ownership cannot be determined in a summary proceeding and requires a full plenary proceeding where
25 there is a Complaint, discovery, and a trial by jury which are not afforded in a summary procedure of a Turn
26 Over or Contempt Order.

27 15. All of the work I have performed in this case has been in Arizona or Utah, and I do not practice
28 law in Nevada. I have no business in Nevada, and I have not carried out any of my services in this case or
any other case in Nevada. I do not maintain an office in Nevada. I have no business, minimum contacts, or
presence in Nevada whereby I have done anything in this case to seek the benefits of Nevada or the
protection of its laws.

16. The Receiver's failure to file in Arizona has created irremediable prejudice against me and my

1 Clients who have demanded I not comply with the Receiver's threats of Contempt of Court while I have
2 incurred additional fees of many thousands of dollars based on my Client's demands I provide work, labor,
3 and services pursuant to the retainer they have provided to me. Arizona law regarding my Trust Account
4 mandates that I cannot distribute funds where there are conflicting demands and ownership Claims as in this
5 case from me, my Clients, and the Receiver. It is intolerable and the Receiver's baseless actions have
6 created extreme emotional distress where I have been put in a legal vice of being repeatedly threatened since
7 June 9, 2022, with Contempt of Court where Arizona rules preclude me from distributing contested funds
8 from my Trust Account. I am required by Arizona law governing attorneys to file an Interpleader Action in
9 Arizona where the funds are located, and I have requested the Court to grant me permissions to file an
Interpleader naming the Receiver.

10 17. On August 5, 2022, the Receiver filed an untimely Notice of Appointment in Arizona more than
11 two (2) months after his June 3, 2022, appointment. (Exhibit "E"). However, the Receiver knew that the
12 filing violated 28 U.S.C. section 754 because the Nevada Clerk Certification on the Order states it was
13 obtained on June 6, 2022, and the Receiver knew from that date that a Certified Copy had to be filed in
14 Arizona, but failed and refused to do so. The Receiver's untimely action does not fix or correct the failure
15 to file within 10-days of appointment and I have experience irreparable injury in reliance upon there being
16 no filing in Arizona, and I have incurred fees, costs, liability, and the destruction of my relationship with my
Clients and contracting attorneys because of that delay.

17 18. The damages and prejudice I sustained by the Receiver's violation of section 754 include:

18 (1) The Receiver improperly demanding under threat of Contempt of Court that I send the
19 Receiver \$48,940 on June 25, 2022, which I involuntarily did under protest that these funds were not
20 Receivership property and the Receiver had no right or jurisdiction over such property;

21 (2) The interference with and disruption of my relationship with Philip Escolar and Maureen
22 Jaroscak, who were the attorneys I had retained and promised to pay for their work, labor, and services, in
23 connection with this case because I have been unable to pay them from the funds which I hold in my Trust
Account which the Receiver has asserted claims against;

24 (3) The interference with and disruption of my contractual relationship with my Clients who
25 are Kennedy Judd, Khloe Judd, Jeffrey Judd, Jennifer Judd, Parker Judd, and Preston Judd because of the
26 Receiver's demands I not incur any additional charges against the money I hold in my Trust Account
thereby preventing and interfering with my defense of and legal services to my Clients;

27 (4) The disruption of and interference with my Attorney's Lien provided for in my Attorney-
28 Client Agreement where the Receiver has ignored the Lien, demanded money from me in violation of the

1 lien, and threatened me in Contempt of Court despite the existence of my Attorney's Lien;

2 (5) The SEC deceptively and knowingly demanding I provide extensive emergency services
3 to comply with SEC Subpoenas when the SEC knew it would seek a Receiver over funds which would be
4 used to pay me for the emergency work I provided at their demands;

5 (6) The severe emotional distress the Receiver created by placing me in a legal vice to turn
6 over funds to the Receiver when Arizona law prohibited me under threat of sanctions from the Arizona Bar
7 for disbursing disputed funds from my Trust Account in violation of my and my client's ownership rights.

8 19. The Receiver's prejudicial actions have been severe and were designed to injure me and my
9 Clients who needed legal work and were required to comply with both the SEC Subpoenas and the SEC's
10 civil and criminal investigation of my Clients. It has irreparably injured my relationships with contractors,
11 venders, employees, staff, and attorneys who I cannot pay from the Trust Account because of the Receiver.
12 The gamesmanship of the Receiver preventing my legal services to my Clients by asserting jurisdictionally
13 invalid claims to funds in my account violated my and my Client's rights, prevented my legal services to
14 defend my Clients, and has prejudiced my Clients' and my defense to the SEC's claims and demands. I will
15 continue to hold the funds in my Trust Account until this matter is resolved, and I will file an Interpleader
16 action in Arizona upon receiving permission from the Court to bring such suit against the Receiver.
17 However, the Receivers actions have caused irreparable injury and prejudice to me and my Clients.

18 20. I request that the Court quash the Receiver's Motion for Order to Show Cause re Contempt and
19 Turn Over Order. The Receiver violated section 754 by failing to file the June 3, 2022, Order Appointing
20 Receiver and a copy of the Complaint in Arizona within 10-days of his appointment. I relied upon his
21 failure and lack of jurisdiction in this matter, and Motion should be quashed.

22 I declare under penalty of perjury under the laws of the State of Arizona the foregoing is true and
23 correct. Executed this 15th day of August, 2022, at Phoenix, Arizona.

24 

25 _____
26 Kamille Dean
27
28

Exhibit “A”

Kamille Dean

Attorney at Law

4545 N. 36th St., Ste 202, Phoenix, AZ 85018
kamille@kamilledean.com * (602)516-5909

JURISDICTIONS LICENSED TO PRACTICE LAW

U.S. District Court of Utah (2022), State of Colorado (2018), Ninth Circuit Court (2018), U.S. Supreme Court (2017), Central District of California (2016), State of Utah (2016), District of Arizona (2008), State of Minnesota (2005), State of Arizona (2006), State of California (2004)

EDUCATION

University of Minnesota, J.D., 2004 (*cum laude*)
Northern Arizona University, M.A. in Psychology, 2000 (*with distinction*)
Mesa State College (Colorado), B.A. in Psychology, 1998 (*summa cum laude*)

PROFESSIONAL LEGAL EXPERIENCE

LAW OFFICES OF KAMILLE DEAN, P.C., Phoenix, AZ and Los Angeles, CA

Solo Practitioner, Nov. 2007 - Present

Successful law office specializing in criminal defense and personal injury.

ROBERT J. CAMPOS & ASSOCIATES, P.L.C., Phoenix, AZ

Law Clerk/Of Counsel, April 2006 - June 2006; Nov. 2006 - Jan. 2007, Jan. 2019 - Present

Work closely with a certified criminal law specialist specializing in criminal defense, civil rights, and personal injury cases.

MARICOPA COUNTY PUBLIC DEFENDER'S OFFICE, Phoenix, AZ

Deputy Public Defender, Jan. 2007 – Nov. 2007

Appeared daily in court at the Regional Court Center and Early Disposition Court (Drug Court) representing indigent clients at Status Conferences and Witness Preliminary Hearings.

U-HAUL, INC., Phoenix, AZ

In-House Counsel, June 2006 – Dec. 2006

Managed a large litigation case load handled by outside counsel in various jurisdictions nationwide. Main In-House Counsel who supervised a group of paralegals responsible for gathering information and date for discovery responses.

VALUE OPTIONS, INC. (now MERCY CARE), Phoenix, AZ

Grievance Investigator, Jan. 2006 - June 2006

Conducted detailed investigations regarding allegations of rights violations and dangerous, illegal, and inhumane conditions reported by or on behalf of "Seriously Mentally Ill" behavioral health care recipients pursuant to the Arizona Administrative Code and Arizona Department of Health Services' Policies and Procedures. Drafted investigation reports with findings of fact and conclusions of law and recommended corrective actions. Coordinated with internal risk management and legal and corporate compliance to implement corrective actions when necessary.

BALOGH BECKER LAW FIRM, Minneapolis, MN

Associate Attorney, Aug. 2004 - June 2005

Sole California legal counsel to collect debts from estates for numerous major creditors, including Chase, Bank of America, Discover, Sears, Mercedes, etc. Filed lawsuits when necessary to collect.

LAW SCHOOL ACTIVITIES AND HONORS

Honorable Philip D. Bush of the Fourth Judicial District of Minnesota Bush, *Judicial Summer Extern* (2002); *Law Clerk* (2002-2004), Criminal Law and Appeals for Family Law matters

Arizona Attorney General, Drug Enforcement Unit, *Summer Intern* (2003), assisted with Grand Jury presentations and drafted legislative proposal for child abuse charges during methamphetamine sales

Minnesota County Attorneys' Association, *Legislative Intern* (2003-2004), assisted with legislative proposals for harsher penalties and extended incarceration for sex offenders

Misdemeanor Prosecution Clinic, *Rule 38 Practicing Student* (2002-2003); *Clinic Director* (2003- 2004)

Misdemeanor Defense Clinic, *Rule 38 Practicing Student* (2003-2004)

Minnesota Justice Foundation (2003-2004), Service Award for pro bono service

TEACHING EXPERIENCE

University of Minnesota: Lab Instructor for Research and Statistics 2002-2004

Northern Arizona University: Lecturer of Introduction to Psychology and Development Psychology (1999); Lab Instructor of Research and Statistics (1998-2000)

Arizona State University: Internships/Externships for 1-3 students per semester (2012-2018)

Summit Law School: Internships/Externships for 1-3 students per semester (2012-2017)

PUBLICATION

Harris, S.; Dean, K.; Holden, G., & Carlson, M.; Assessing Police Reports and Protective Order Reports of Domestic Violence: What is the Relation?; *Journal of Interpersonal Violence* (June, 2001).

VOLUNTEER

AZ Veterans StandDown, 2009-2014, 2017

OTHER PROFESSIONAL LICENSES

Arizona Licensed Real Estate Agent

California Licensed Real Estate Broker

Exhibit “B”

Kamille R. Dean
Attorney at Law
Law Offices of Kamille Dean, P.C.

4545 N. 36th St., Ste. 202
Phoenix, AZ 85018
Telephone (602) 252-5601
Fax (602) 916-1982
E-mail: kamille@kamilledean.com

Licensed in AZ, CA, CO, MN, & UT

LEGAL SERVICES AGREEMENT

1. PARTIES: This agreement, executed in duplicate with each party receiving an Executed original, is made between the **LAW OFFICES OF KAMILLE DEAN, P.C.** and **JEFFREY JUDD, JENNIFER JUDD, PARKER JUDD, PRESTON JUDD, KENNEDY JUDD AND KHLOE JUDD**, hereinafter referred to as "Client," to retain the services of **KAMILLE DEAN**, hereinafter referred to as "Attorney". This agreement is intended to fulfill the legal requirements of the Utah Supreme Court for a lawful Legal Services Contract.

2. SERVICES PROVIDED: The legal services to be provided by Attorney to Client are as follows:

**FOR REPRESENTATION AS COUNSEL IN RESPONSE TO SUBPOENAS
FROM THE UNITED STATES OF AMERICA SECURITIES AND EXCHANGE
COMMISSION**

This agreement **DOES NOT INCLUDE** appeals (defense or state initiated), or representation in any court case matter. Client understands that the representation is limited to matters set forth above, and any additional representation for any other legal matter shall require a separate written agreement between Attorney and Client.

3. RESPONSIBILITIES OF ATTORNEY AND CLIENT: Attorney will perform the legal services called for under this agreement, keep Client informed of progress and developments, and respond promptly to Client's inquiries and communications. Client will cooperate fully with Attorney in any way necessary to further the resolution of his case. Client agrees to be cooperative and truthful with Attorney, to keep Attorney advised of developments, to abide by this contract and keep Attorney advised of any change in Client's physical address and telephone numbers. Attorney will immediately communicate to Client any material changes in the status of Client's case.

4. ATTORNEY'S FEES: The amount the Attorney will receive as attorney's fees for the legal services to be provided under this agreement is **CLIENT AGREES TO PAY A RETAINER OF \$250,000.00 WHICH WILL BE HELD IN AN ATTORNEY TRUST ACCOUNT. CLIENT WILL BE BILLED MONTHLY AT A REDUCED HOURLY RATE OF \$600.00 PER HOUR FOR ATTORNEY'S LEGAL SERVICES IN THIS MATTER. CLIENT UNDERSTANDS AND AGREES THAT ATTORNEY CAN COLLABORATE WITH OTHER ATTORNEYS WHO WILL BE PAID BY ATTORNEY AND BILLED AT SAME ATTORNEY RATE. CLIENT WILL BE BILLED AT A REDUCED HOURLY RATE OF \$150.00 PER HOUR FOR ATTORNEY'S PARALEGAL'S SERVICES IN THIS MATTER. CLIENT IS EXPECTED TO REVIEW SAID BILL AND APPROVE BILLING WITHIN 7 DAYS. IF NO RESPONSE IS RECEIVED, ATTORNEY WILL TAKE SILENCE AS APPROVAL AND A PAYMENT FROM THE RETAINER WILL BE MADE.**

IF FEES ARE PAID BY A THIRD PARTY OR GUARANTOR, THE THIRD PARTY OR GUARANTOR IS NOT THE CLIENT AND THE GUARANTOR AGREES TO THE ATTORNEY'S FEES DESCRIBED ABOVE.

Attorney represents to the Client that the Code of Professional Conduct requires all Fees charged by an Attorney, for representation of a Client, be "reasonable," as defined in the guidelines set out in the Code and its Opinions.

"Flat fee" means that the legal fees will not be increased or decreased depending upon the amount of work required to complete the above described representation. It is understood that the legal fees are earned upon receipt and the Client specifically authorizes that the above fee is payable to Attorney and will not be held in trust.

If Client defaults in the obligation to pay Attorney for legal services, Client agrees to pay reasonable attorney's fees to enforce this agreement.

5. COSTS: Client will cover all "costs and expenses" related to Attorney's representation of Client under this agreement, including costs of expert witnesses, private investigation costs, copying, transcription, binding, and mailing. Should costs in addition to Attorney's Fees become necessary, Attorney will discuss and justify the need for such expenditure with Client prior to the outlay of such expenditure.

6. DISCHARGE OF ATTORNEY: Client may discharge Attorney at any time by written notice effective when received by Attorney. Unless specifically agreed by Attorney and Client, Attorney will provide no further services and advance no further costs on Client's behalf after receipt of the notice. If Attorney is Client's attorney of record in a Court proceeding, Client and or substituting attorney will provide Attorney with a Court-stamped copy of the substitution-of-counsel form, which indicates it has been filed with

the Clerk of the Court, before Client's file will be released to the substituting attorney or Client. It is understood that the items and papers that will be released will depend on: 1) whether Client has paid in full for the services performed by Attorney, and 2) if the Client has not paid in full for Attorney's services, the relevant guidelines set forth in the Code of Professional Conduct and its Opinions. Notwithstanding the discharge, Client will be obligated to Attorney for all work done on the case by Attorney, at the rate of \$600.00 per hour and for all work done on the case by Legal Assistant or Paralegal, at the rate of \$150.00 per hour.

7. WITHDRAWAL OF ATTORNEY: Attorney has the right to withdraw from Client's case if Client does not comply with Client's contractual obligations. Attorney has the right to withdraw if Client has misrepresented or failed to disclose material facts to Attorney, if the Client fails to cooperate with Attorney, if Client fails to comply with Client's financial obligations under this Agreement and for any other valid reason permitted under the Rules of Professional Conduct of the Utah Supreme Court. The circumstances under which the Rules permit such withdrawal include, but are not limited to the following: The Client's consent, or the Client's conduct renders it unreasonably difficult for the attorney to carry out the services she is obligated to perform under this contract. Notwithstanding Attorney's withdrawal, Client will be obligated to pay Attorney for work done on the case at a rate of \$600.00 per hour. Client will be obligated to pay Attorney for work completed by a Legal Assistant or Paralegal at \$150.00 per hour.

8. RELEASE OF CLIENT'S PAPERS AND PROPERTY: At the termination of services under this agreement, Attorney will release to Client, upon request, all of Client's papers and property Client are entitled to under the guidelines of the Code of Professional Conduct and its Opinions.

9. DISCLAIMER OF GUARANTY: Although Attorney may offer an opinion about possible results regarding the subject matter of this agreement; Attorney cannot guarantee any particular result. Client acknowledges that Attorney has made no promises about the outcome, and that any opinion offered by Attorney, in the future, will not constitute a guaranty.

10. ENTIRE AGREEMENT: This agreement contains the entire agreement of the parties. No other agreements, statement, or promises made on or before the effective date of this agreement will be binding on the parties.

11. SEVERABILITY IN THE EVENT OF PARTIAL INVALIDITY: If any provision of this agreement is held in whole or in part to be unenforceable, for any reason, the remainder of that provision and the entire agreement will be severable and remain in effect.

12. MODIFICATION BY SUBSEQUENT AGREEMENT: This agreement may be modified by subsequent agreement of the parties only by an instrument in writing signed

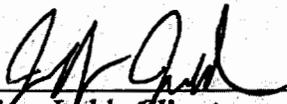
by the parties, or an oral agreement to the extent that the parties carry it out.

13. EFFECTIVE DATE OF AGREEMENT:

The effective date of this agreement is the 25th day of March 2022.

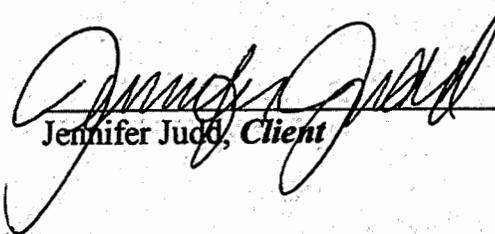
The foregoing agreement has been reviewed and discussed between Client and Attorney, and Client acknowledges having sufficient time to consult with other attorneys before signing this agreement. Client acknowledges, by signing this agreement, Client understands and agrees to all its terms. By signing below, Client and Attorney agree to everything in this agreement and acknowledge that this contract constitutes the entire agreement between Client and Attorney.

Additionally, the Client acknowledges there could be a potential conflict of interest in one attorney representing Client. The Client agrees to waive any said potential conflict of interest.

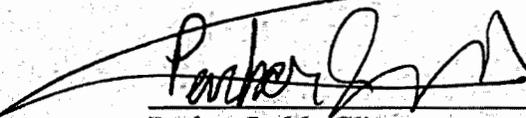


Jeffrey Judd, *Client*

Kamille Dean, *Attorney*



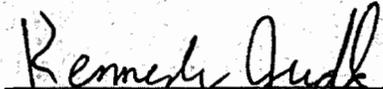
Jennifer Judd, *Client*



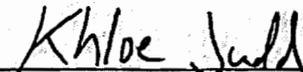
Parker Judd, *Client*



Preston Judd, *Client*



Kennedy Judd, *Client*



Khloe Judd, *Client*

Kamille R. Dean
Attorney at Law
Law Offices of Kamille Dean, P.C.

4545 N. 36th St., Ste. 202
Phoenix, AZ 85018
Telephone (602) 252-5601
Fax (602) 916-1982
E-mail: kamille@kamilledean.com

Licensed in AZ, CA, CO, MN, & UT

ADDENDUM

1. PARTIES: This agreement, executed in duplicate with each party receiving an Executed original, is made between the **LAW OFFICES OF KAMILLE DEAN, P.C.** and **JEFFREY JUDD, JENNIFER JUDD, PARKER JUDD, PRESTON JUDD, KENNEDY JUDD AND KHLOE JUDD**, hereinafter referred to as "Client," to retain the services of **KAMILLE DEAN**, hereinafter referred to as "Attorney". This agreement is intended to fulfill the legal requirements of the Utah Supreme Court for a lawful Legal Services Contract.

Clients hereby grants to Attorneys a security interest and attorney's lien in all property, funds, proceeds, and interest generated in connection with attorneys' representation of clients and for past, present, and future legal services rendered by attorneys in connection with any matter for which attorneys perform work, labor, and services for Clients. Such attorney's lien and security interest shall immediately attach to any interest which attorney may have regarding work, labor, and services attorneys may perform for Clients whether or not such property, fees, or interests come into attorney's possession in the past, present, or future.

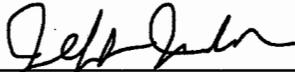
Clients acknowledge that they have the right to consult independent counsel concerning the granting of this security interest and this attorney's lien, and that they have so consulted with independent counsel prior to agreeing to the terms of this security interest and security's lien. Clients acknowledge that there is no further need for consultation with independent counsel and that they have been fully informed of their rights regarding independent counsel and the granting of the security interest and attorney's lien. Clients hereby waive and relinquish the right to any further consultation with independent counsel regarding the security interest and attorney's lien they have granted in this instrument.

Client also hereby amends the Legal Services Agreement to reflect the following:

2. **SERVICES PROVIDED:** The legal services to be provided by Attorney to Client are as follows:

FOR LEGAL ASSISTANCE AS CLIENTS MAY REQUEST IN CONNECTION WITH GOVERNMENT INVESTIGATIONS, BANKRUPTCY PROCEEDINGS, CLAIMS REGARDING SECURITY TRANSACTIONS, CIVIL MATTERS, AND ANY OTHER MATTERS FOR WHICH ATTORNEY MAY PROVIDE CLIENTS LEGAL SERVICES.

4. **ATTORNEY'S FEES:** The amount the Attorney will receive as attorney's fees for the legal services to be provided under this agreement is **CLIENTS AGREE THAT ALL MONIES TRANSFERRED TO ATTORNEY SHALL BE DEEMED EARNED UPON RECEIPT WHETHER FOR PAST, PRESENT, OR FUTURE LEGAL SERVICES. ATTORNEY WILL PROVIDE MONTHLY ACCOUNTING OF ATTORNEY'S LEGAL SERVICES.**



Jeffrey Judd, *Client*



Kamille Dean, *Attorney*



Jennifer Judd, *Client*



Parker Judd, *Client*



Preston Judd, *Client*



Kennedy Judd, *Client*

Khloe Judd

Khloe Judd, *Client*

Exhibit “C”

Kamille Dean, P.C.
Billing through July 9, 2022
Judd Family

<u>Date</u>	<u>Task</u>	<u>Time</u>
March 25, 2022	Email from [REDACTED]	0
March 25, 2022	Email from KD that [REDACTED]	0
March 25, 2022	Email to Client [REDACTED]	0
March 25, 2022	Email from KD to Client [REDACTED]	0
March 25, 2022	Email from Client asking [REDACTED]	0
March 25, 2022	KD added [REDACTED]	0
March 25, 2022	Email from [REDACTED]	0.4
March 25, 2022	KD emailed John Sellers [REDACTED]	0
March 25, 2022	[REDACTED] emailed KD the email from Laurie Abbott [REDACTED]	0.2
March 25, 2022	John emailed KD [REDACTED]	0
March 25, 2022	John forwarded email to KD from [REDACTED]	0
March 25, 2022	T/c with clients	0.5
March 25, 2022	T/c with clients	0.4
March 27, 2022	Client emailed asking [REDACTED]	0
March 27, 2022	KD emailed Client that if [REDACTED]	0.2
March 27, 2022	Client emailed KD stating [REDACTED]	0
March 28, 2022	Client emailed Legal Team that [REDACTED]	0.2
March 28, 2022	KD emailed Client to [REDACTED]	0
March 28, 2022	[REDACTED] emails Client [REDACTED]	0
March 28, 2022	KD emailed Client she is in Court but will call shortly	0
March 28, 2022	Email from Client [REDACTED]	1.2
March 28, 2022	KD emailed client [REDACTED]	0
March 28, 2022	Client emailed Legal Team that [REDACTED]	0.2
March 28, 2022	KD emailed Client she will [REDACTED]	0
March 28, 2022	KD emailed Client [REDACTED]	0
March 28, 2022	Client emailed [REDACTED]	0
March 28, 2022	KD emailed client that [REDACTED]	0
March 28, 2022	T/C Phil Escolar re assistance	0.4
March 28, 2022	Tel/con Maureen Jaroscak re contract work	0.5
March 28, 2022	Tel/con Brian Oxman re contract work	0.4
March 29, 2022	research [REDACTED]	2.9
March 29, 2022	research [REDACTED]	0.5
March 29, 2022	Email to [REDACTED]	0.2
March 29, 2022	KD emailed John [REDACTED]	0.2
March 29, 2022	Client emailed [REDACTED]	0
March 29, 2022	Client emailed [REDACTED]	0.5
March 29, 2022	KD emailed asking [REDACTED]	0
March 29, 2022	Client emailed KD saying [REDACTED]	0
March 29, 2022	Client emailed KD [REDACTED]	0.5
March 29, 2022	KD forwarded email to associate attorney [REDACTED]	0.5
March 29, 2022	Client emailed KD [REDACTED]	0.4
March 29, 2022	KD forwarded email to associate attorney [REDACTED]	0
March 29, 2022	Client emailed KD [REDACTED]	0.5
March 29, 2022	KD forwarded email to associate attorney [REDACTED]	0
March 29, 2022	Client emailed KD [REDACTED]	0.5
March 29, 2022	KD forwarded email to associate attorney [REDACTED]	0
March 29, 2022	Client emailed KD [REDACTED]	0.5
March 29, 2022	KD forwarded email to associate attorney [REDACTED]	0
March 29, 2022	KD re-reviewed [REDACTED]	2.1
March 29, 2022	Tel/con clients	0.3
March 29, 2022	Tel/con Maureen Jaroscak re [REDACTED]	0
March 29, 2022	T/c Brian Oxman [REDACTED]	0.4
March 30, 2022	research [REDACTED]	2.5
March 30, 2022	research [REDACTED]	0.9
March 30, 2022	research [REDACTED]	3.5
March 30, 2022	[REDACTED] emailed KD that [REDACTED]	0
March 30, 2022	KD emailed [REDACTED]	0
March 30, 2022	KD emailed [REDACTED]	0
March 30, 2022	John emailed KD thanks [REDACTED]	0
March 30, 2022	KD emailed [REDACTED]	0
March 30, 2022	KD emailed Abbott I [REDACTED]	0.2
March 30, 2022	Client email to KD [REDACTED]	0
March 30, 2022	KD Emailed SEC (Laurie Abbott [REDACTED]	0
March 30, 2022	Email from Laurie Abbott (SEC [REDACTED]	0.2
March 30, 2022	Email to [REDACTED] (SEC) [REDACTED]	0.2
March 30, 2022	T/c with [REDACTED]	0.3
March 30, 2022	T/c clients	0.5
March 30, 2022	T/c Phil Escolar re [REDACTED]	0.4
March 30, 2022	T/c Maureen Jaroscak re [REDACTED]	0
March 30, 2022	T/c Maureen Jaroscak re research [REDACTED]	0
March 31, 2022	research [REDACTED]	0.4
March 31, 2022	research Objections [REDACTED]	1.1
March 31, 2022	Abbott emailed KD [REDACTED]	0.2
March 31, 2022	KD emailed Abbott Thank you for your response [REDACTED]	0.2
March 31, 2022	Abbott emailed KD [REDACTED]	0.2
March 31, 2022	KD forwarded email from [REDACTED]	0
March 31, 2022	Email from Laurie Abbott (SEC) [REDACTED]	0.2
March 31, 2022	[REDACTED] emailed introducing [REDACTED]	0
March 31, 2022	Email to John regarding emails [REDACTED]	0.2
March 31, 2022	[REDACTED] emails KD the [REDACTED]	0
March 31, 2022	KD emails Sellers that [REDACTED]	0
March 31, 2022	[REDACTED] emailed KD [REDACTED]	0
March 31, 2022	KD emails asking [REDACTED]	0.2
March 31, 2022	Kevin Anderson emails saying he is in [REDACTED]	0
March 31, 2022	KD emails saying she's available after 4:00pm Arizona time	0
March 31, 2022	[REDACTED] saying judge should not go past 5:00pm MST but will call if they get out early	0
March 31, 2022	KD sends phone number [REDACTED]	0
March 31, 2022	Kevin Anderson thanks [REDACTED]	0.2
March 31, 2022	T/C with Kevin Anderson	0.2

March 31, 2022	Kevin email to KD and [REDACTED]	0
March 31, 2022	Tel/con Maureen Jaroscak re [REDACTED]	0
March 31, 2022	t/c Maureen Jaroscak re [REDACTED]	0
March 31, 2022	KD Forward to Escolar [REDACTED]	1.1
March 31, 2022	research objections to [REDACTED]	1.3
March 31, 2022	research SEC [REDACTED]	0.8
April 1, 2022	Mr. Judd's team was contacted [REDACTED]	0.2
April 1, 2022	research [REDACTED]	0.5
April 1, 2022	emailed legal team [REDACTED]	0.2
April 1, 2022	emailed legal team [REDACTED]	0.2
April 1, 2022	emailed legal team [REDACTED]	0.2
April 1, 2022	emailed legal team [REDACTED]	0.2
April 1, 2022	emailed the legal team [REDACTED]	0.2
April 1, 2022	emailed legal team and asked [REDACTED]	0.2
April 1, 2022	emailed legal team [REDACTED]	0.2
April 1, 2022	emailed a PDF [REDACTED]	0.2
April 1, 2022	emailed [REDACTED]	0.2
April 1, 2022	emailed [REDACTED]	0.2
April 1, 2022	KD drafted Responses [REDACTED]	6.9
April 1, 2022	t/c clients [REDACTED]	0.5
April 1, 2022	Tel/con Maureen Jaroscak re [REDACTED]	0.4
April 1, 2022	t/c Phil Escolar re [REDACTED]	0.4
April 1, 2022	Tel/con/con Brian Oxman re [REDACTED]	0.5
April 2, 2022	KD Received Thumb Drive [REDACTED]	8.1
April 2, 2022	research [REDACTED]	0.8
April 2, 2022	t/c Maureen Jaroscak [REDACTED]	0
April 3, 2022	Kevin email to legal team [REDACTED]	0.2
April 3, 2022	KD forwards to associate attorney [REDACTED]	0.2
April 3, 2022	KD forward to Escolar [REDACTED]	0
April 3, 2022	T/c Phil Escolar [REDACTED]	0.3
April 4, 2022	research [REDACTED]	0.5
April 4, 2022	research [REDACTED]	0.9
April 4, 2022	KD email to Abbott [REDACTED]	0.2
April 4, 2022	Abbott emailed KD [REDACTED]	0.2
April 4, 2022	KD emails Kevin [REDACTED]	0.2
April 4, 2022	KD emails Legal team [REDACTED]	0
April 4, 2022	Kevin replies to legal team [REDACTED]	0.2
April 4, 2022	KD forward to Phil [REDACTED]	0
April 4, 2022	KD emails legal team 5:00 pm today works. What number should I call you at?	0
April 4, 2022	Kevin emails legal team Please dial into [REDACTED]	0
April 4, 2022	KD emails legal team [REDACTED]	0.2
April 4, 2022	Kevin emails legal team If our current [REDACTED]	0
April 4, 2022	Email to Laurie Abbott (SEC) [REDACTED]	0.2
April 4, 2022	Email from Laurie Abbott (SEC) [REDACTED]	0.2
April 4, 2022	KD forwards to Legal and [REDACTED]	0.5
April 4, 2022	t/c Maureen Jaroscak re [REDACTED]	0
April 4, 2022	t/c Brian Oxman [REDACTED]	0.3
April 5, 2022	Kevin email to legal team [REDACTED]	0
April 5, 2022	Kevin [REDACTED] emailed [REDACTED]	0
April 5, 2022	Emily [REDACTED] emailed [REDACTED]	0.3
April 5, 2022	Emily [REDACTED] emailed [REDACTED]	0
April 5, 2022	[REDACTED] emailed [REDACTED]	0
April 5, 2022	Emily Anderson emailed [REDACTED]	0
April 5, 2022	research [REDACTED]	0.5
April 5, 2022	research [REDACTED]	0.5
April 5, 2022	T/c Maureen Jaroscak [REDACTED]	0
April 6, 2022	research [REDACTED]	0.7
April 6, 2022	email to legal team [REDACTED]	0
April 6, 2022	[REDACTED] emailed [REDACTED]	0.3
April 6, 2022	email to legal team [REDACTED]	0.3
April 6, 2022	[REDACTED] emailed [REDACTED]	0
April 6, 2022	KD emailed legal team and [REDACTED]	0
April 6, 2022	[REDACTED] emailed KD [REDACTED]	0
April 6, 2022	[REDACTED] emailed [REDACTED]	0
April 6, 2022	KD emailed saying [REDACTED]	0
April 6, 2022	[REDACTED]	0
April 6, 2022	[REDACTED] emailed legal team [REDACTED]	0
April 6, 2022	KD emailed saying [REDACTED]	0
April 6, 2022	[REDACTED] emailed [REDACTED]	0
April 6, 2022	KD emailed saying [REDACTED]	0
April 6, 2022	[REDACTED] emailed and said [REDACTED]	0.2
April 7, 2022	[REDACTED] emailed [REDACTED]	0.2
April 7, 2022	Abbott emailed KD [REDACTED]	0.2
April 7, 2022	KD emails legal team [REDACTED]	0.2
April 7, 2022	Jeff email to KD [REDACTED]	0.2
April 7, 2022	KD forwards to [REDACTED]	0.2
April 7, 2022	KD email to legal team [REDACTED]	0.2
April 7, 2022	Nick email to KD Again [REDACTED]	0
April 7, 2022	KD email to John [REDACTED]	0
April 7, 2022	KD drafted [REDACTED]	1.9
April 7, 2022	Email from Laurie Abbott (SEC) [REDACTED]	0.2
April 7, 2022	Email to Team [REDACTED]	0
April 7, 2022	[REDACTED]	0
April 7, 2022	[REDACTED] emailed legal team [REDACTED]	0
April 7, 2022	Nick email to KD [REDACTED]	0.2
April 7, 2022	KD email to Nick [REDACTED]	0
April 7, 2022	Nick email to [REDACTED] and KD - [REDACTED]	0.2
April 7, 2022	Marie emailed [REDACTED] and [REDACTED]	0
April 7, 2022	Client turned over [REDACTED]	0
April 7, 2022	Marie email to KD [REDACTED]	0.3
April 7, 2022	Marie email to KD [REDACTED]	0.3

April 7, 2022	KD email to [REDACTED] Does that work for you?	0
April 7, 2022	[REDACTED] email to KD [REDACTED]	0
April 7, 2022	[REDACTED] emailed [REDACTED]	0
April 7, 2022	Nick emailed KD and [REDACTED]	0.2
April 7, 2022	KD emailed [REDACTED] asking [REDACTED]	0.2
April 7, 2022	Client emailed KD asking [REDACTED]	0.2
April 7, 2022	Client emailed KD [REDACTED]	0
April 7, 2022	KD emailed legal team [REDACTED]	0.2
April 7, 2022	Nick emailed KD saying [REDACTED]	0
April 7, 2022	KD asking John [REDACTED]	0.2
April 7, 2022	Marie responded to AnswerHero Message [REDACTED]	0.2
April 7, 2022	[REDACTED] emailed saying [REDACTED]	0
April 7, 2022	T/C with [REDACTED]	0.3
April 7, 2022	[REDACTED] emailed KD [REDACTED]	0
April 7, 2022	[REDACTED] emailed KD [REDACTED]	0.2
April 7, 2022	KD emailed Marie [REDACTED]	0
April 7, 2022	[REDACTED] emailed [REDACTED]	0.2
April 7, 2022	[REDACTED] emailed [REDACTED]	0
April 7, 2022	[REDACTED] emailed [REDACTED]	0
April 7, 2022	Kevin email to legal team Receiver's [REDACTED]	0.2
April 7, 2022	Marie email to KD It [REDACTED]	0.2
April 7, 2022	KD forward Email to Marie of J&J, CC: Jennifer Subpoena [REDACTED]	0.2
April 7, 2022	T/C Nick Oberheiden [REDACTED]	0.3
April 7, 2022	KD emailed and stated the [REDACTED]	0.2
April 7, 2022	[REDACTED] emailed saying [REDACTED]	0.2
April 7, 2022	KD emailed and stated [REDACTED]	0.2
April 7, 2022	[REDACTED] emailed [REDACTED]	0.3
April 7, 2022	[REDACTED] emailed saying [REDACTED]	0.2
April 7, 2022	KD emailed [REDACTED] that she will send over two subpoenas	0
April 7, 2022	T/c Maureen Jaroscak re [REDACTED]	0.5
April 8, 2022	Jeffrey emails legal team [REDACTED]	0
April 8, 2022	KD emails legal team [REDACTED]	0
April 8, 2022	Jeffrey emails legal team [REDACTED]	0
April 8, 2022	KD emails legal team [REDACTED]	0.3
April 8, 2022	John emails legal team [REDACTED]	0.2
April 8, 2022	KD emailed [REDACTED] - I will call you at 12 pm.	0
April 8, 2022	Kevin Anderson emailed asking [REDACTED]	0
April 8, 2022	KD emailed client she could talk [REDACTED]	0
April 8, 2022	Client emailed KD that he is on [REDACTED]	0
April 8, 2022	KD emailed client she [REDACTED]	0
April 8, 2022	T/C with [REDACTED]	0.3
April 8, 2022	KD emailed [REDACTED]	0
April 8, 2022	Email from [REDACTED] that [REDACTED]	0
April 9, 2022	T/C with [REDACTED]	0.3
April 9, 2022	Nick email to [REDACTED] - please meet Kamille Dean. [REDACTED]	0
April 9, 2022	KD email [REDACTED] Please let me know when you are available [REDACTED]	0
April 9, 2022	KD worked on discovery [REDACTED]	1.1
April 10, 2022	KD created list of search terms [REDACTED]	2.3
April 10, 2022	KD Email to [REDACTED]	0
April 10, 2022	KD email to [REDACTED] Here is the actual subpoena [REDACTED]	0.2
April 10, 2022	KD emailed [REDACTED]	0.2
April 11, 2022	research [REDACTED]	1.3
April 11, 2022	Nick emailed KD - [REDACTED]	0.3
April 11, 2022	KD emailed [REDACTED]	0.2
April 11, 2022	Client Emailed [REDACTED]	0.3
April 11, 2022	KD Acknowledges Client Email [REDACTED]	0.3
April 11, 2022	Client emails KD to let him know [REDACTED]	0
April 12, 2022	research [REDACTED]	2.1
April 12, 2022	research [REDACTED]	1.9
April 12, 2022	research [REDACTED]	0.9
April 12, 2022	research [REDACTED]	0.8
April 12, 2022	Received SEC Production Guidebook to finalize subpoena response	3.8
April 12, 2022	KD forward email to associate attorney of [REDACTED]	0
April 12, 2022	Received calls from WSJ at cell and office.	0.3
April 12, 2022	KD emails Abobott and Ostler [REDACTED]	0.2
April 12, 2022	[REDACTED] emailed saying [REDACTED]	0.2
April 12, 2022	[REDACTED]	0
April 12, 2022	[REDACTED] emailed saying he will cancel his flight an [REDACTED]	0
April 12, 2022	KD emailed [REDACTED]	0.2
April 12, 2022	[REDACTED] said yes and they are working on dates. KD will do her best to attend	0
April 12, 2022	KD emailed John requesting [REDACTED]	0.1
April 12, 2022	[REDACTED] emailed saying [REDACTED]	0
April 12, 2022	KD emailed Ms. Abbott saying [REDACTED]	0
April 12, 2022	Ms. Abbott emailed saying due to the nature of the investigation she cannot grant the 60 day extension.	0.2
April 12, 2022	KD emailed saying the rolling production seems fitting [REDACTED]	0.2
April 12, 2022	Ms. Abbott emailed saying they can give her till April 15th. Regard to the potential for privilege	0.2
April 12, 2022	KD emailed Ms. Abbott saying [REDACTED]	0.2
April 12, 2022	KD emailed saying [REDACTED]	0.2
April 12, 2022	Ms. Abbot emailed thanking KD for the update and says they will look out for the production on the 15th	0.2
April 12, 2022	Ms. Abbott emailed KD she gave her two items that need to be included in the production for the client.	0.2
April 12, 2022	KD emailed [REDACTED]	0
April 12, 2022	Client emailed saying [REDACTED]	0
April 12, 2022	KD asking client 12pm his time	0.2
April 12, 2022	Client says he's on the same time	0
April 12, 2022	KD emailed asking [REDACTED]	0.3
April 12, 2022	[REDACTED] emailed saying [REDACTED]	0
April 12, 2022	KD will call client at 12pm	0
April 12, 2022	KD emailed Ms. Abbott and Ostler [REDACTED]	0
April 12, 2022	T/C with [REDACTED]	0.2
April 12, 2022	[REDACTED] emailed legal team [REDACTED]	0.2
April 12, 2022	KD emailed saying NO	0

April 12, 2022	[REDACTED] emailed saying [REDACTED]	0.1
April 12, 2022	[REDACTED] emailed asking [REDACTED]	0
April 12, 2022	Client emailed [REDACTED]	0.2
April 12, 2022	[REDACTED] emailed [REDACTED]	0.1
April 12, 2022	KD email to [REDACTED]	0.2
April 12, 2022	Nick email to KD Please call me.	0
April 12, 2022	KD email to [REDACTED]	0
April 12, 2022	Nick email to legal team [REDACTED]	0
April 12, 2022	KD email to legal team NO [REDACTED]	0
April 12, 2022	Kevin email to legal team [REDACTED]	0
April 12, 2022	Nick to legal team [REDACTED]	0
April 12, 2022	Client to legal team [REDACTED]	0
April 12, 2022	[REDACTED] to legal team [REDACTED]	0
April 12, 2022	[REDACTED] to Legal team with SEC v Beasley et al. pdf	0.5
April 12, 2022	KD forward email to Phil [REDACTED]	0
April 12, 2022	Client to legal team [REDACTED]	0.2
April 12, 2022	[REDACTED] forwarded email from [REDACTED]	2.6
April 12, 2022	[REDACTED] email to legal team I spoke with [REDACTED]	0
April 12, 2022	KD email to associate attorneys to Call me	0
April 12, 2022	KD forward email to legal team of [REDACTED]	3.3
April 12, 2022	KD forward email to [REDACTED] of [REDACTED]	0
April 12, 2022	KD emailed to [REDACTED] (SEC attorneys) that she was astonished to find out from a newspaper	0.2
April 12, 2022	T/C [REDACTED]	0.2
April 12, 2022	T/C with [REDACTED]	0.3
April 12, 2022	Nick forward email to legal team Sect v Beasley et al.PDF	0.2
April 12, 2022	KD forward email to Phil [REDACTED]	0
April 12, 2022	Client email legal team [REDACTED]	0.2
April 12, 2022	Kevin forward email from [REDACTED]	1.4
April 12, 2022	Nick email to legal team I spoke with [REDACTED]	0.2
April 12, 2022	KD email to associate attorneys Call me. 7 PDF attachments	0
April 12, 2022	KD forward email to legal of 7 pdf attachments	0
April 12, 2022	t/c Maureen Jaroscak re [REDACTED]	0.3
April 13, 2022	research [REDACTED]	1.1
April 13, 2022	T/C with Tim Allen [REDACTED]	0.2
April 13, 2022	Tim emails Subpoena [REDACTED]	0.1
April 13, 2022	T/C with [REDACTED]	0.3
April 13, 2022	T/C with [REDACTED]	0.1
April 13, 2022	Nick emailed KD, [REDACTED] the info for the zoom call	0
April 13, 2022	Client sent [REDACTED] and KD a PDF of the Cover sheet	0.2
April 13, 2022	KD forwarded PDF of Cover sheet [REDACTED]	0.3
April 13, 2022	Tim email to legal team On [REDACTED]	0.1
April 13, 2022	Marie forward email to KD Thank you Tim.	0.2
April 13, 2022	KD email to [REDACTED]	0.1
April 13, 2022	KD email to Tim Thank you so much!	0.2
April 13, 2022	Marie email to KD Ok. I'll wait to hear from you. [REDACTED]	0.2
April 13, 2022	KD email to [REDACTED] Let me ask Nick. Thanks!	0
April 13, 2022	Marie email to KD Ok. Should we talk tomorrow, or later, so you can give me an update? Whatever works	0
April 13, 2022	KD email to [REDACTED]	0.2
April 13, 2022	Marie email to KD [REDACTED]	0.2
April 13, 2022	KD email to [REDACTED] See my text.	0
April 13, 2022	Marie email to KD No rush, Just kicking around these ideas	0
April 13, 2022	KD created [REDACTED]	1.1
April 13, 2022	KD email to [REDACTED]	0.2
April 13, 2022	Marie email to KD [REDACTED]	0.2
April 13, 2022	KD email to [REDACTED]	0.2
April 13, 2022	Marie email to KD [REDACTED]	0
April 13, 2022	ZOOM CALL with clients [REDACTED]	1.9
April 14, 2022	KD KD [REDACTED]	2.2
April 14, 2022	Kevin email to legal team [REDACTED]	0.1
April 14, 2022	Abbott emailed part of legal team the PDF. Asking to let her know if they will accept service of the	0.3
April 14, 2022	KD forward PDF to other part of the legal team	0
April 14, 2022	KD emailed [REDACTED]	0.3
April 14, 2022	Abbott emailed KD re service, the complaint, and all attachments. Please sign and return the waiver to	0.2
April 14, 2022	KD emailed Legal asking [REDACTED]	0
April 14, 2022	KD emailed legal team [REDACTED]	0.2
April 14, 2022	Abbott emailed asking Kevin [REDACTED]	0.1
April 14, 2022	[REDACTED] emailed legal team [REDACTED]	0
April 14, 2022	KD emailed Brian and Maureen [REDACTED]	0
April 14, 2022	Marie emailed KD Tim did yeoman's work getting her up to speed [REDACTED]	0.2
April 14, 2022	KD emailed [REDACTED]	0.2
April 14, 2022	T/C with [REDACTED]	0.2
April 14, 2022	T/C with [REDACTED]	0.3
April 14, 2022	[REDACTED] email to legal team I think you are aware [REDACTED]	0.1
April 14, 2022	[REDACTED] email to legal team I can talk at 3.15pm Central (1.15pm Pacific) for 30min.	0
April 14, 2022	Client to legal team I can be on that call.	0.1
April 14, 2022	Microsoft Teams Meeting [REDACTED]	0.7
April 14, 2022	[REDACTED] emailed KD and Kevin [REDACTED]	1.7
April 14, 2022	[REDACTED] emailed legal team [REDACTED]	0
April 14, 2022	[REDACTED] email to legal team [REDACTED]	0.2
April 14, 2022	[REDACTED] emailed KD Ok. Checking with [REDACTED] Will let you know.	0.2
April 14, 2022	Client to legal team If you can receive it. Please do. If not can [REDACTED]	0.2
April 14, 2022	[REDACTED] email to legal team We can handle it.	0.1
April 14, 2022	[REDACTED] email to legal team [REDACTED]	0.2
April 14, 2022	KD forward email to associate attorneys [REDACTED]	0
April 14, 2022	[REDACTED] email to legal team [REDACTED]	0.2
April 14, 2022	Kamille forward email to [REDACTED]	0
April 14, 2022	[REDACTED] email to legal team [REDACTED]	0.2
April 14, 2022	[REDACTED] forward email to legal team [REDACTED]	0.1
April 14, 2022	KD emailed the legal team a PDF [REDACTED]	1.9
April 14, 2022	KD emailed client a PDF [REDACTED]	0.2

April 14, 2022	Client emailed legal team	[REDACTED]	0.2
April 14, 2022	[REDACTED] emailed KD saying	[REDACTED]	0.1
April 14, 2022	KD emailed Brian and Maureen	[REDACTED]	0
April 14, 2022	KD emailed the legal team	[REDACTED]	0
April 14, 2022	KD emailed client the	[REDACTED]	0
April 14, 2022	KD emailed Marie and Michael	[REDACTED]	0
April 14, 2022	Maureen email to KD	[REDACTED]	0.1
April 14, 2022	KD forward email to OO	[REDACTED]	0
April 14, 2022	KD email to Maureen	[REDACTED]	0.2
April 14, 2022	KD email to	[REDACTED]	0.2
April 14, 2022	KD email to	[REDACTED]	0.2
April 14, 2022	Maureen email to KD	[REDACTED]	0.2
April 14, 2022	KD email to OO	[REDACTED]	0.2
April 14, 2022	KD email to	[REDACTED]	0.2
April 14, 2022	KD forward email to	[REDACTED]	0.2
April 14, 2022	[REDACTED] email to KD By the way, do you have the	[REDACTED]	0.3
April 14, 2022	KD email to	[REDACTED]	0.2
April 14, 2022	KD email to legal team	[REDACTED]	0.2
April 14, 2022	KD email to legal team	[REDACTED]	0.1
April 14, 2022	associate attorney email to KD	[REDACTED]	0.2
April 14, 2022	KD email to legal team	[REDACTED]	0.2
April 14, 2022	T/c Maureen Jaroscak re	[REDACTED]	0
April 15, 2022	KD researched issue	[REDACTED]	1.2
April 15, 2022	T/C with	[REDACTED]	0.2
April 15, 2022	T/C with	[REDACTED]	0.1
April 15, 2022	Kevin email to legal team	[REDACTED]	0.2
April 15, 2022	Kevin email to legal team	[REDACTED]	0.2
April 15, 2022	[REDACTED] email to legal team	[REDACTED]	0.2
April 15, 2022	[REDACTED] email to legal team	[REDACTED]	0.2
April 15, 2022	[REDACTED] email to legal team That's great!!	[REDACTED]	0.1
April 15, 2022	T/c Maureen Jaroscak re	[REDACTED]	0.4
April 15, 2022	T/c clients	[REDACTED]	0.5
April 16, 2022	KD researched issue	[REDACTED]	2.3
April 16, 2022	[REDACTED] email to legal team	[REDACTED]	0
April 16, 2022	[REDACTED] email to legal team	[REDACTED]	0
April 16, 2022	[REDACTED] email to legal team	[REDACTED]	0.2
April 16, 2022	[REDACTED] email to legal team	[REDACTED]	0
April 16, 2022	[REDACTED] email to legal team	[REDACTED]	0.2
April 16, 2022	[REDACTED] email to legal team	[REDACTED]	0.1
April 16, 2022	[REDACTED] email to legal team	[REDACTED]	0
April 16, 2022	[REDACTED] email to legal team	[REDACTED]	0.2
April 16, 2022	KD email to legal team	[REDACTED]	0.2
April 16, 2022	KD email to legal team	[REDACTED]	0.2
April 16, 2022	[REDACTED] email to legal team	[REDACTED]	0.2
April 16, 2022	KD email to legal team	[REDACTED]	0.2
April 16, 2022	[REDACTED] email to legal team That's the way I understand it.	[REDACTED]	0.1
April 16, 2022	KD to legal team	[REDACTED]	0.2
April 16, 2022	[REDACTED] email to legal team	[REDACTED]	0.1
April 16, 2022	KD email to legal team	[REDACTED]	0.2
April 16, 2022	[REDACTED] to legal team	[REDACTED]	0.2
April 16, 2022	KD email to legal team	[REDACTED]	0.2
April 16, 2022	[REDACTED] email to legal team	[REDACTED]	0.2
April 16, 2022	Client to legal team	[REDACTED]	0.1
April 16, 2022	[REDACTED] email to legal team	[REDACTED]	0.2
April 16, 2022	KD email to Oxman and Maureen	[REDACTED]	0.1
April 17, 2022	KD researched issue	[REDACTED]	1.9
April 17, 2022	KD researched issue	[REDACTED]	2.9
April 17, 2022	KD researched issue	[REDACTED]	1.4
April 17, 2022	[REDACTED] email to legal team	[REDACTED]	0.2
April 17, 2022	[REDACTED] email to legal team	[REDACTED]	0
April 17, 2022	client email to legal team	[REDACTED]	0
April 17, 2022	KD email to legal team	[REDACTED]	0.2
April 17, 2022	[REDACTED] email to legal team It won't go for at least an hour.	[REDACTED]	0
April 17, 2022	[REDACTED] email to legal team We coordinated with Kamille.	[REDACTED]	0
April 17, 2022	KD email to legal team	[REDACTED]	1.8
April 17, 2022	T/C with [REDACTED] (3 min)	[REDACTED]	0.1
April 17, 2022	[REDACTED] email to legal team	[REDACTED]	0
April 17, 2022	[REDACTED] email to legal team	[REDACTED]	0
April 17, 2022	[REDACTED] forward email to legal team	[REDACTED]	0
April 17, 2022	[REDACTED] forward email to legal team	[REDACTED]	0.2
April 17, 2022	[REDACTED] email to legal team	[REDACTED]	0.2
April 17, 2022	KD email to legal team I will read shortly.	[REDACTED]	0.3
April 17, 2022	KD email to legal team	[REDACTED]	0.2
April 17, 2022	[REDACTED] email to legal team	[REDACTED]	0
April 17, 2022	KD email to legal team Kevin	[REDACTED]	0.2
April 17, 2022	KD email to legal team	[REDACTED]	0.5
April 17, 2022	Client email to legal team	[REDACTED]	0.2
April 17, 2022	KD Email to Brian and Maureen	[REDACTED]	0
April 17, 2022	Client emailed KD	[REDACTED]	0.2
April 17, 2022	Brian Email to KD	[REDACTED]	0.2
April 17, 2022	Kevin Email to legal team As sent.	[REDACTED]	0.2
April 17, 2022	Client emailed KD	[REDACTED]	0.2
April 17, 2022	KD emailed saying	[REDACTED]	0
April 17, 2022	KD Drafted a short	[REDACTED]	2.5
April 17, 2022	T/C with	[REDACTED]	0.3
April 17, 2022	T/C with	[REDACTED]	0.4
April 18, 2022	KD researched issue	[REDACTED]	1.9
April 18, 2022	KD researched issue on	[REDACTED]	0.4
April 18, 2022	Nick emailed legal team saying	[REDACTED]	0
April 18, 2022	T/C with	[REDACTED]	0.3
April 18, 2022	T/C with	[REDACTED]	0.4

April 18, 2022	John email to KD	[REDACTED]	0.2
April 18, 2022	Kevin email to [REDACTED]	[REDACTED]	0.2
April 18, 2022	Kevin emailed legal team saying [REDACTED]	[REDACTED]	0.2
April 18, 2022	Kevin emailed legal team saying [REDACTED]	[REDACTED]	0.2
April 18, 2022	KD forwarded the attachment to Brian and Maureen	[REDACTED]	0
April 18, 2022	KD emailed associate attorney [REDACTED]	[REDACTED]	0
April 18, 2022	KD emailed [REDACTED] a PDF of the [REDACTED]	[REDACTED]	0
April 18, 2022	[REDACTED] emailed legal team [REDACTED]	[REDACTED]	0.2
April 18, 2022	[REDACTED] emailed legal team and said [REDACTED]	[REDACTED]	0.1
April 18, 2022	KD emailed legal team and said its good and will confirm with [REDACTED]	[REDACTED]	0.2
April 18, 2022	Marie email to KD Is it ok with you [REDACTED]	[REDACTED]	0.2
April 18, 2022	KD email to [REDACTED]	[REDACTED]	0.2
April 18, 2022	Kevin emailed legal team [REDACTED]	[REDACTED]	0.2
April 18, 2022	Marie email to KD Yes [REDACTED] will do it. Ok. Thank you.	[REDACTED]	0.2
April 19, 2022	KD researched issue [REDACTED]	[REDACTED]	1.9
April 19, 2022	Kevin email to legal team SEC v Beasley, et al/Case No. 2:22-cv-00612 [REDACTED]	[REDACTED]	0.2
April 19, 2022	David email to legal team [REDACTED]	[REDACTED]	0.2
April 19, 2022	Kevin email to legal team [REDACTED]	[REDACTED]	0.2
April 19, 2022	Kevin emailed legal team [REDACTED]	[REDACTED]	0.5
April 19, 2022	KD forwarded the [REDACTED] to Brian, Maureen and OO	[REDACTED]	0
April 19, 2022	KD forward email to associate attorneys [REDACTED]	[REDACTED]	0
April 19, 2022	Kevin emailed legal team saying [REDACTED]	[REDACTED]	0.8
April 19, 2022	KD forwarded the [REDACTED] to Brian, Maureen and OO	[REDACTED]	0
April 19, 2022	KD emailed OO that [REDACTED]	[REDACTED]	0.2
April 19, 2022	OO asking KD to attach the docs [REDACTED]	[REDACTED]	0
April 19, 2022	KD emailed OO the [REDACTED]	[REDACTED]	0
April 19, 2022	Kevin emailed legal team [REDACTED]	[REDACTED]	0.7
April 19, 2022	KD forwarded to Brian, Maureen and OO [REDACTED]	[REDACTED]	0
April 19, 2022	[REDACTED] emailed saying 9am Pacific [REDACTED]	[REDACTED]	0
April 19, 2022	T/c clients [REDACTED]	[REDACTED]	0.4
April 20, 2022	KD researched issue [REDACTED]	[REDACTED]	1.8
April 20, 2022	KD forward email to [REDACTED]	[REDACTED]	0
April 20, 2022	Kevin emailed legal team [REDACTED]	[REDACTED]	0.2
April 20, 2022	David Billings emailed legal team [REDACTED]	[REDACTED]	0.2
April 20, 2022	KD forwarded the [REDACTED] to Brian, Maureen and OO	[REDACTED]	0
April 20, 2022	Marie emailed KD and [REDACTED] and gave them an update [REDACTED]	[REDACTED]	0.2
April 20, 2022	Marie emailed KD and [REDACTED] and asked [REDACTED]	[REDACTED]	0.2
April 20, 2022	Michael emailed and said Thank you. KD asked [REDACTED]	[REDACTED]	0.2
April 20, 2022	Trevor Waite emailed legal team saying [REDACTED]	[REDACTED]	0.2
April 20, 2022	KD forwarded the [REDACTED] to Brian, Maureen, and OO	[REDACTED]	0
April 20, 2022	[REDACTED] emailed legal team saying he receive [REDACTED]	[REDACTED]	0.2
April 20, 2022	KD forwarded the [REDACTED] to Brian, Maureen, and OO	[REDACTED]	0
April 20, 2022	Client emailed legal team asking [REDACTED]	[REDACTED]	0.2
April 20, 2022	KD said yes [REDACTED]	[REDACTED]	0
April 20, 2022	Kevin forwarded [REDACTED]	[REDACTED]	0.2
April 20, 2022	KD met with [REDACTED]	[REDACTED]	2.1
April 20, 2022	KD met with [REDACTED]	[REDACTED]	0.7
April 20, 2022	KD KD researched issue on [REDACTED]	[REDACTED]	3.1
April 20, 2022	KD [REDACTED]	[REDACTED]	2.1
April 20, 2022	Kevin Email to Legal Team [REDACTED]	[REDACTED]	0.2
April 20, 2022	David to legal team [REDACTED]	[REDACTED]	0.2
April 20, 2022	KD to Brian and Maureen [REDACTED]	[REDACTED]	0
April 21, 2022	KD researched issue [REDACTED]	[REDACTED]	0.5
April 21, 2022	KD researched issue [REDACTED]	[REDACTED]	1.5
April 21, 2022	KD email to Brian and Maureen [REDACTED]	[REDACTED]	0
April 21, 2022	Kevin emailed legal team [REDACTED]	[REDACTED]	0
April 21, 2022	Kevin emailed saying the docs were filed by [REDACTED]	[REDACTED]	0.2
April 21, 2022	KD emailed Brian, Maureen and OO saying docs were filed [REDACTED]	[REDACTED]	0
April 21, 2022	Nick emailed legal team saying [REDACTED]	[REDACTED]	0.2
April 21, 2022	John emailed legal team and said he also likes [REDACTED]	[REDACTED]	0
April 21, 2022	David Billings emailed legal team saying [REDACTED]	[REDACTED]	0
April 21, 2022	Client emailed legal team saying [REDACTED]	[REDACTED]	0.2
April 21, 2022	John emailed and [REDACTED]	[REDACTED]	0
April 21, 2022	[REDACTED] emailed legal team saying we would like [REDACTED]	[REDACTED]	0
April 21, 2022	[REDACTED] emailed saying she [REDACTED]	[REDACTED]	0
April 21, 2022	[REDACTED] emailed legal team saying he has [REDACTED]	[REDACTED]	0
April 21, 2022	KD emailed legal team saying [REDACTED]	[REDACTED]	0.2
April 21, 2022	[REDACTED] emailed legal team saying [REDACTED]	[REDACTED]	0
April 21, 2022	[REDACTED] emailed legal team saying [REDACTED]	[REDACTED]	0
April 21, 2022	[REDACTED] emailed legal team saying [REDACTED]	[REDACTED]	0
April 21, 2022	KD emailed legal team asking [REDACTED]	[REDACTED]	0.2
April 21, 2022	[REDACTED] emailed legal team saying [REDACTED]	[REDACTED]	0
April 21, 2022	Tim emailed legal team [REDACTED]	[REDACTED]	0.2
April 21, 2022	[REDACTED] forwarded the legal team [REDACTED]	[REDACTED]	0.2
April 22, 2022	[REDACTED] emailed legal team saying [REDACTED]	[REDACTED]	0
April 22, 2022	Client emailed legal team asking [REDACTED]	[REDACTED]	0
April 22, 2022	Google meeting setup for [REDACTED]	[REDACTED]	0.8
April 22, 2022	[REDACTED] emailed legal team saying [REDACTED]	[REDACTED]	0
April 24, 2022	KD email to [REDACTED] wants me [REDACTED]	[REDACTED]	0.2
April 24, 2022	Client email to KD [REDACTED]	[REDACTED]	0.2
April 24, 2022	KD email to client [REDACTED]	[REDACTED]	0.2
April 24, 2022	Client email to KD [REDACTED]	[REDACTED]	0.2
April 24, 2022	KD email to client [REDACTED]	[REDACTED]	0
April 24, 2022	Kevin emailed legal team [REDACTED]	[REDACTED]	0.2
April 24, 2022	KD forwarded the [REDACTED] to Brian, Maureen, and OO	[REDACTED]	0
April 24, 2022	KD emailed [REDACTED]	[REDACTED]	0
April 24, 2022	Client asking [REDACTED]	[REDACTED]	0.2
April 24, 2022	KD saying [REDACTED]	[REDACTED]	0
April 24, 2022	Client [REDACTED]	[REDACTED]	0
April 25, 2022	KD researched issue on [REDACTED]	[REDACTED]	0.4
April 25, 2022	Marie emailed KD and [REDACTED]	[REDACTED]	0
April 25, 2022	Kevin emailed legal team saying [REDACTED]	[REDACTED]	0

April 25, 2022	Client emailed legal team	0.2
April 25, 2022	T/C with	0.2
April 25, 2022	T/C with	0.2
April 25, 2022	T/C with	0.3
April 25, 2022	T/C with	0
April 26, 2022	KD researched issue	1.1
April 26, 2022	emailed saying	0.1
April 26, 2022	KD saying	0
April 26, 2022	T/C with	0.2
April 26, 2022	emailed saying	0.1
April 26, 2022	emailed legal team	0.1
April 26, 2022	emailed saying he	0.1
April 26, 2022	KD emailed Brian, Maureen,	0
April 26, 2022	KD emailed Brian, Maureen and OO 1	0
April 27, 2022	KD researched issue	0.5
April 27, 2022	T/C with	0.2
April 27, 2022	shared dropbox zip drive	2.9
April 27, 2022	shared dropbox zip drive	2.7
April 27, 2022	Email to KD and	0.2
April 27, 2022	KD email to	0.2
April 27, 2022	email to KD Let's discuss tomorrow	0
April 27, 2022	KD email to	0
April 27, 2022	email to	0.5
April 27, 2022	KD email to	0
April 27, 2022	KD forward to Nick and John	0
April 28, 2022	emailed legal team	0.2
April 28, 2022	KD emailed asking if they can	0
April 29, 2022	KD researched issue on	0.4
April 29, 2022	KD researched issue on	0.5
April 29, 2022	T/C with	0.3
April 29, 2022	KD email to	0.2
April 29, 2022	email to KD, M	0.2
April 29, 2022	KD email to	0.2
April 29, 2022	email to KD and	0.2
April 29, 2022	KD email to Michael and	0
April 29, 2022	email to KD and	0.2
April 29, 2022	KD email to Marie and	0
April 29, 2022	KD email to Marie and	0.2
April 29, 2022	Marie email to KD I think sent you	0.2
April 29, 2022	KD email to Marie Yes, Thank You	0
April 29, 2022	KD to Combs	0.2
April 29, 2022	Email to combst@sec.gov	0
April 29, 2022	KD Email to associate attorneys	0
May 2, 2022	KD email to	0.2
May 3, 2022	T/C with	0.3
May 3, 2022	Email to legal team about	0.4
May 3, 2022	Kamille Email to associate attorneys about	0
May 3, 2022	Client to legal team	0
April 3, 2022	T/C clients	0.4
May 3, 2022	T/C with	0
May 4, 2022	T/C with	0.3
May 4, 2022	T/C with	0.5
May 4, 2022	T/C with	0
May 4, 2022	T/C with	0.2
May 4, 2022	T/C with	0.5
May 4, 2022	KD researched issue	0.2
May 4, 2022	KD email to John and	0
May 4, 2022	email to KD and	0.2
May 4, 2022	KD Forward Email to associate attorneys	0
May 4, 2022	KD Forward Email to	0
May 4, 2022	KD Forward Email to	0
May 4, 2022	KD Forward Email to	0
May 4, 2022	Email to KD	0.2
May 4, 2022	KD email to	0.2
May 4, 2022	email to legal team John and	0
May 4, 2022	KD to legal team	0
May 4, 2022	to legal team	0.5
May 4, 2022	Email to legal team about	0.1
May 4, 2022	KD forward email to Brian and Maureen at	0
May 4, 2022	T/C with	0.1
May 4, 2022	T/C with	0.2
May 4, 2022	T/C with	0.1
May 4, 2022	emailed legal team	0.2
May 5, 2022	KD researched issue	0.2
May 5, 2022	Email to KD	0
May 5, 2022	Legal email to KD	0
May 5, 2022	KD email to legal	0
May 5, 2022	emailed KD saying	0
May 6, 2022	T/C with John	0.3
May 6, 2022	emailed legal team requesting	0
May 6, 2022	emailed legal team saying SEC meeting	0
May 9, 2022	email to legal team	0.2
May 9, 2022	KD forward to Maureen and Brian	0
May 11, 2022	email to legal team	0.3
May 11, 2022	KD forward email to Brian and Maureen about	0
May 11, 2022	KD email to legal team	0
May 11, 2022	KD email to legal team	0.2
May 11, 2022	OO email to KD	0
May 11, 2022	KD email	0
May 11, 2022	emails legal team about	0.3
May 12, 2022	KD researched issue on	0.4

May 13, 2022	KD researched issue [REDACTED]	0.3
May 13, 2022	[REDACTED] email to legal team [REDACTED]	0
May 13, 2022	[REDACTED] email to legal team [REDACTED]	0.3
May 13, 2022	KD forwards email to legal team [REDACTED]	0
May 13, 2022	[REDACTED] to legal team I did a quick pro [REDACTED]	0
May 14, 2022	KD forwards email to legal team [REDACTED]	0.2
May 16, 2022	[REDACTED] to legal team Some insights [REDACTED]	0.1
May 16, 2022	[REDACTED] to legal team Recent Ninth Circuit case [REDACTED]	0.2
May 16, 2022	[REDACTED] email to the legal team [REDACTED]	0
May 18, 2022	[REDACTED] to Legal Team Can [REDACTED]	0
May 18, 2022	KD to legal team [REDACTED]	0
May 18, 2022	[REDACTED] to legal team [REDACTED]	0
May 18, 2022	KD to legal team [REDACTED]	0
May 18, 2022	[REDACTED] to legal team [REDACTED]	0
May 18, 2022	Microsoft Teams Meeting [REDACTED]	0.7
May 19, 2022	[REDACTED] to Legal team [REDACTED]	0
May 20, 2022	T/C Clients [REDACTED]	0.5
May 21, 2022	Email from [REDACTED]	0.2
May 24, 2022	KD emailed Legal Team [REDACTED]	0
May 24, 2022	Email from [REDACTED]	0.2
May 25, 2022	[REDACTED] to legal team [REDACTED]	0.1
May 25, 2022	[REDACTED] to legal team [REDACTED]	0.1
May 25, 2022	KD to Legal Team [REDACTED]	0.3
May 25, 2022	Email to [REDACTED]	0.1
May 25, 2022	[REDACTED] email to legal team [REDACTED]	0.3

190.6

May 25, 2022	Email from [REDACTED]	2.3
May 26, 2022	Email to Legal Team with [REDACTED]	0
June 3, 2022	Email receiving [REDACTED]	0.4
June 5, 2022	Tel/Con SEC [REDACTED]	1.5
June 5, 2022	Email from [REDACTED]	0
June 6, 2022	Email from [REDACTED]	0
June 8, 2022	Email from [REDACTED]	0.4
June 8, 2022	Email from [REDACTED]	0.6
June 8, 2022	KD Email to Castillo [REDACTED]	0.3
June 8, 2022	Tel/con with [REDACTED]	0
June 8, 2022	Tel/con with [REDACTED]	0.3
June 9, 2022	Castillo Email to KD [REDACTED]	0.3
June 9, 2022	Email from [REDACTED]	0.4
June 9, 2022	KE Email to Castillo re work for Clients and Attorney-client Agreement [REDACTED]	0
June 9, 2022	Dean Email to clients [REDACTED]	0
June 9, 2022	Email from [REDACTED]	0.3
June 9, 2022	Email from [REDACTED]	0.2
June 9, 2022	Castillo Email to KD re [REDACTED]	0.4
June 9, 2022	KE Email to Castillo re meet and confer on 6-10-22 [REDACTED]	0
June 10, 2022	Tel/con with [REDACTED]	0.3
June 11, 2022	Email from [REDACTED]	0.4
June 11, 2022	Email from [REDACTED]	0.6
June 11, 2022	KD Email to [REDACTED]	0
June 11, 2022	[REDACTED] Email re [REDACTED]	0.4
June 11, 2021	KD Email re [REDACTED]	0
May 11, 2022	KD Erick re [REDACTED]	0.3
June 11, 2022	[REDACTED] Email re [REDACTED]	0.3
June 11, 2022	Escolar Email re [REDACTED]	0.3
June 11, 2022	KD Emails Email to Escolar [REDACTED]	0
June 11, 2022	Escolar Email re [REDACTED]	0.3
June 11, 2022	Escolar email re [REDACTED]	0
June 14, 2022	KD Email to [REDACTED]	0.3
June 14, 2022	[REDACTED] Email to KD [REDACTED]	0
June 14, 2022	KD Email to [REDACTED]	0.4
June 14, 2022	D Email to Castillo [REDACTED]	0.3
June 15, 2022	Research re [REDACTED]	2.6
June 15, 2022	Drafting [REDACTED]	2.7
June 15, 2022	KD Email to [REDACTED]	0.3
June 15, 2022	Email from [REDACTED]	0
June 15, 2022	Email from Jaroscak re [REDACTED]	0.6
June 15, 2022	Email to [REDACTED]	0
June 15, 2022	Email from [REDACTED]	0
June 15, 2022	KD Email to [REDACTED]	0.3
June 15, 2022	Email from Castillo re [REDACTED]	0
June 17, 2022	Email fro [REDACTED]	0.6
June 17, 2022	Email from [REDACTED]	0.6
June 17, 2022	Email [REDACTED]	0
June 17, 2022	Reading [REDACTED]	2.6
June 17, 2022	Reading [REDACTED]	0.8
June 17, 2022	Email [REDACTED]	0.4
June 17, 2022	Email from [REDACTED]	0
June 17, 2022	KD Email to [REDACTED]	0
June 18, 2022	[REDACTED] Email re [REDACTED]	0.9
June 21, 2022	Email from [REDACTED]	0.4
June 22, 2022	KD Email to [REDACTED]	0
June 22, 2022	[REDACTED] email re [REDACTED]	0.3
June 22, 2022	KD Email re [REDACTED]	0
June 22, 2022	[REDACTED] email re [REDACTED]	0.6
June 22, 2022	Meeting with Bank [REDACTED]	1.4
June 22, 2022	Re email re [REDACTED]	0.3
June 22, 2022	KD Email to Castillo re [REDACTED]	0
June 22, 2022	Castillo email to KD re [REDACTED]	0
June 22, 2022	Castillo email to KD [REDACTED]	0.4
June 22, 2022	KD Email to Castillo re [REDACTED]	0.3
June 22, 2022	KD Email to Castillo re [REDACTED]	0.3
June 22, 2022	KD Email requesting [REDACTED]	0.3
June 23, 2022	Email from Clients [REDACTED]	0.4
June 23, 2022	Telecom with Zaro [REDACTED]	0.3
June 23, 2022	Email from Zaro [REDACTED]	0
June 23, 2022	meeting with Bank re [REDACTED]	2.2
June 24, 2022	[REDACTED] email re [REDACTED]	0.8
June 24, 2022	KD Email to Greenburg re [REDACTED]	2.9
June 24, 2022	Letter to Receiver re [REDACTED]	0.5
June 24, 2022	Zaro email to Dean re [REDACTED]	0.4
June 24, 2022	Email to Zaro re [REDACTED]	0
June 24, 2022	Email from Zaro re [REDACTED]	0.3
June 24, 2022	Tel/con with Jaroscak re [REDACTED]	0
June 24, 2022	Tel/con with Jaroscak re [REDACTED]	0.3
June 24, 2022	Email from Jaroscak re [REDACTED]	0
June 24, 2022	Email to Jaroscak re [REDACTED]	0.2
June 24, 2022	Email to Jaroscak re [REDACTED]	0.3
June 24, 2022	KD Email to Jaroscak with [REDACTED]	0.2
June 25, 2022	Tel/con Jaroscak [REDACTED]	0.3
June 25, 2022	Email from Jaroscak re [REDACTED]	0
June 25, 2022	KD Email to [REDACTED]	0.2
June 25, 2022	KD Email to Jaroscak [REDACTED]	0
June 26, 2022	KD Email to [REDACTED]	0.3
June 26, 2022	Email from [REDACTED]	0.3
June 27, 2022	Anderson email re [REDACTED]	1.6

June 27, 2022	Tel/con [REDACTED]	0.3
June 27, 2022	Tel/con with Jaroscak re [REDACTED]	0.3
June 27, 2022	KD Email to Jaroscak re [REDACTED]	0
June 27, 2022	KD Email to Jaroscak re [REDACTED]	0
June 27, 2022	KD Email to Jaroscak re [REDACTED]	0.3
June 28, 2022	[REDACTED] Email re [REDACTED]	0
June 28, 2022	KD Email to Jaroscak with [REDACTED]	0
June 28, 2022	KD Email to Jaroscak with [REDACTED]	0
June 29, 2022	Readibg [REDACTED]	2.5
June 29, 2022	Email from clients re [REDACTED]	0
June 29, 2022	Email Anderson re [REDACTED]	0.4
June 29, 2022	Email re [REDACTED]	1.8
June 29, 2022	Email from [REDACTED]	0
June 29, 2022	[REDACTED] Email to Legal Team [REDACTED]	0.4
June 29, 2022	KD Email to Jaroscak re [REDACTED]	0.3
June 29, 2022	KD Email with [REDACTED]	0.2
June 30, 2022	KD letter to Frank & SEC [REDACTED]	0.4
June 30, 2022	Anderson Email re Order [REDACTED]	0.6
June 30, 2022	Email to [REDACTED]	0
June 30, 2022	Tel/con with [REDACTED]	0.3
June 30, 2022	Tel/con with Jaroscak re [REDACTED]	0.3
June 30, 2022	KD Email re [REDACTED]	0
July 1, 2022	Anderson email re [REDACTED]	0.5
July 1, 2022	Anderson email re [REDACTED]	1.1
July 1, 2022	Anderson email re [REDACTED]	0.8
July 1, 2022	KD to David Zaro re meet and confer [REDACTED]	0
July 1, 2022	Email from Zaro re Meeting next week and recovering from covid	0.3
July 1, 2022	Tel/con Jaroscak re [REDACTED]	0
July 1, 2022	KD Email to [REDACTED]	0.2
July 1, 2022	KD Email re [REDACTED]	0
July 1, 2022	Research [REDACTED]	3.1
July 2, 2022	Tel/con with Zaro [REDACTED]	0.4
July 2, 2022	Greenburg Email re [REDACTED]	0.4
July 2, 2022	Tel/con Jaroscak re [REDACTED]	0.3
July 2, 2022	KD Email Jaroscak [REDACTED]	0
July 3, 2022	[REDACTED] email re [REDACTED]	0.5
July 3, 2022	KD Email [REDACTED]	0.3
July 3, 2022	Tel/con Jaroscak re [REDACTED]	0.4
July 3, 2022	KD Email to Jaroscak [REDACTED]	0
July 6, 2022	Clients email re [REDACTED]	0.4
July 6, 2022	[REDACTED] Email to KD re [REDACTED]	0.3
July 6, 2022	Tel/con Jaroscak re [REDACTED]	0
July 7, 2022	[REDACTED] email re [REDACTED]	0.3
July 7, 2022	KD Email to [REDACTED]	0.3
July 7, 2022	[REDACTED] Email re [REDACTED]	0.4
July 7, 2022	[REDACTED] email re email to [REDACTED]	0.3
July 7, 2022	[REDACTED] email re [REDACTED]	0.3
July 7, 2022	[REDACTED] email re [REDACTED]	0
July 7, 2022	[REDACTED] Email re [REDACTED]	0.3
July 7, 2022	Email KD Email to Zaro re [REDACTED]	0.3
July 7, 2022	Tel/con Jaroscak re [REDACTED]	0
July 7, 2022	Tel/con Jaroscak re [REDACTED]	0.3
July 7, 2022	Email from Jaroscak re [REDACTED]	0.5
July 7, 2022	KD Email to Jaroscak re [REDACTED]	0
July 7, 2022	KD Email to Jaroscak re [REDACTED]	0
July 7, 2022	KD Email to Jaroscak re [REDACTED]	0
July 8, 2022	Tel/con Jaroscak re [REDACTED]	0.3
July 8, 2022	Tel/con Jaroscak re [REDACTED]	0.6
July 8, 2022	Email from Jaroscak [REDACTED]	0.4
July 8, 2022	KD Email to Jaroscak re [REDACTED]	0
July 8, 2022	KD Email to Jaroscak re [REDACTED]	0.3
July 9, 2022	Tel/con Jaroscak re [REDACTED]	1.6
July 9, 2022	Drfting [REDACTED]	2.8
July 9, 2022	Reserch [REDACTED]	2.3
July 9, 2022	Reserch [REDACTED]	0.8

Total

259.3

Phil Escolar
Billing through June 11,2022
Judd Family

**MP ESCOLAR *Legal Support Services*
PO BOX 984, Reno, NV 89504**

Friday, June 17, 2022

Submitted to:

Kamille Dean
Law Offices of Kamille Dean
CA - AZ - MN - UT

Invoice	Date	Matter	Activity	T	Hours	Rate	Subtotal
033122kd-Judd	3/25/2022	Judd Related Investigations and Cases	Legal Analysis [REDACTED]	B	0.50	\$600.00	\$300.00
033122kd-Judd	3/25/2022	Judd Related Investigations and Cases	Correspondence Multiple E-Corr exchanges with KD [REDACTED]	B	0.50	\$600.00	\$300.00
033122kd-Judd	3/25/2022	Judd Related Investigations and Cases	Legal Research Research into practical methods and common practices [REDACTED]	B	1.30	\$600.00	\$780.00
033122kd-Judd	3/25/2022	Judd Related Investigations and Cases	Client Work STATUS CONFERENCE (online) via e-corr exchanges with KD on Scope [REDACTED]	B	2.00	\$600.00	\$1,200.00
033122kd-Judd	3/26/2022	Judd Related Investigations and Cases	Client Work Research and Analysis [REDACTED] [REDACTED] Discussion of same w/KD.	B	1.40	\$600.00	\$840.00
033122kd-Judd	3/26/2022	Judd Related Investigations and Cases	Client Work Per KD request, research into [REDACTED]	B	0.60	\$600.00	\$360.00
033122kd-Judd	3/26/2022	Judd Related Investigations and Cases	Conference Conference w/KD re: Clients' [REDACTED] [REDACTED]	B	0.60	\$600.00	\$360.00
033122kd-Judd	3/28/2022	Judd Related Investigations and Cases	Legal Analysis LA of email from KD re [REDACTED] [REDACTED]	B	0.40	\$600.00	\$240.00
033122kd-Judd	3/28/2022	Judd Related Investigations and Cases	Legal Analysis Legal Analysis of, initial [REDACTED] [REDACTED]	B	2.20	\$600.00	\$1,320.00

Invoice	Date	Matter	Activity	T	Hours	Rate	Subtotal
033122kd-Judd	3/28/2022	Judd Related Investigations and Cases	Legal Research Legal Research - Objections [REDACTED]	B	3.40	\$600.00	\$2,040.00
033122kd-Judd	3/29/2022	Judd Related Investigations and Cases	Conference Discussion re: [REDACTED] [REDACTED]	B	0.50	\$600.00	\$300.00
063022kd-Judd	3/29/2022	Judd Related Investigations and Cases	Client Work Initial Review Tasks: Research into [REDACTED]	B	2.20	\$600.00	\$1,320.00
033122kd-Judd	3/29/2022	Judd Related Investigations and Cases	Legal Analysis LA of and initial notes on complete [REDACTED]	B	2.70	\$600.00	\$1,620.00
043022kd-Judd	3/29/2022	Judd Related Investigations and Cases	Client Work [REDACTED] on [REDACTED] (e)	B	0.40		
043022kd-Judd	3/30/2022	Judd Related Investigations and Cases	Legal Analysis LA of earlier 3/18 correspondence [REDACTED]	B	0.70	\$600.00	\$420.00
033122kd-Judd	3/30/2022	Judd Related Investigations and Cases	Legal Analysis Notes on and brief legal analysis of [REDACTED]	B	2.00	\$600.00	\$1,200.00
033122kd-Judd	3/31/2022	Judd Related Investigations and Cases	Correspondence E-Corr exchange with KD re: Client [REDACTED]	B	0.50	\$600.00	\$300.00
043022kd-Judd	4/1/2022	Judd Related Investigations and Cases	Legal Analysis LA of Henzel v. Judd Class Action complaint (not served yet)	B	1.90	\$600.00	\$1,140.00
043022kd-Judd	4/1/2022	Judd Related Investigations and Cases	Legal Research Brief research into [REDACTED] [REDACTED]	B	0.80	\$600.00	\$480.00
043022kd-Judd	4/1/2022	Judd Related Investigations and Cases	Correspondence LA of and notes on [REDACTED] [REDACTED] (en [REDACTED])	B	2.60	\$600.00	\$1,560.00
043022kd-Judd	4/1/2022	Judd Related Investigations and Cases	Conference Teleconf w/KD re: [REDACTED] v [REDACTED]	B	0.30	\$600.00	\$180.00

04/02/2024-Jul	4/2/2022	Judge Related Investigations and Cases	Class Note Per DOJ request [REDACTED]	0	2.50	\$600.00	\$1,200.00
04/02/2024-Jul	4/2/2022	Judge Related Investigations and Cases	Correspondence Receipt and review of [REDACTED]	0	0.75	\$600.00	\$450.00
04/02/2024-Jul	4/2/2022	Judge Related Investigations and Cases	Consultation (Original Inquest) LA of Court correspondence re: [REDACTED]	0	0.30	\$600.00	\$180.00
04/02/2024-Jul	4/2/2022	Judge Related Investigations and Cases	Legal Research [REDACTED]	0	0.60	\$600.00	\$360.00
04/02/2024-Jul	4/2/2022	Judge Related Investigations and Cases	DISCOVERY Per DOJ correspondence with DOJ, via [REDACTED]	0	2.20	\$600.00	\$1,320.00
04/02/2024-Jul	4/2/2022	Judge Related Investigations and Cases	Legal Analysis LA of and initial notes and comments on [REDACTED]	0	2.70	\$600.00	\$1,620.00
04/02/2024-Jul	4/2/2022	Judge Related Investigations and Cases	Legal Analysis Continued Entry - performed 4/13/2022 - Per DOJ request [REDACTED]	0	3.30	\$600.00	\$1,980.00

Invoice	Date	Matter	Activity	T	Hours	Rate	Subtotal
063022kd-Judd	6/10/2022	Judd Related Investigations and Cases	Legal Analysis Per KD request, legal analysis of the [REDACTED]	B	1.20	\$600.00	\$720.00
063022kd-Judd	6/10/2022	Judd Related Investigations and Cases	Conference E-Exchange with KD re [REDACTED]	B	0.30	\$600.00	\$180.00
063022kd-Judd	6/10/2022	Judd Related Investigations and Cases	Correspondence Email to KD re [REDACTED]	B	0.70	\$600.00	\$420.00
063022kd-Judd	6/10/2022	Judd Related Investigations and Cases	Legal Research Research primary/secondary [REDACTED]	B	2.80	\$600.00	\$1,680.00
063022kd-Judd	6/11/2022	Judd Related Investigations and Cases	Legal Research Continuing research into [REDACTED]	B	2.50	\$600.00	\$1,500.00
					47.00		Total \$27,960.00

Maureen Jaroscak
Billing through July 8, 2022
Judd Family

Maureen Jaroscak Time and Billing
 FOR SERVICES RENDERED THROUGH JUNE 23, 2022
 Judd Family
 Kamille Dean Contract Work

DATE	SERVICES	HOURS	COSTS
3/28/2022	Review email from Dean re [REDACTED]	0.2	
3/28/2022	Review SEC [REDACTED]	1.5	
3/28/2022	Tel/com w/ Dean re SEC [REDACTED]	0.5	
3/29/2022	Review [REDACTED]	1.1	
3/29/2022	Research [REDACTED]	0.8	
3/29/2022	Tel/con with Deal re [REDACTED]	0.4	
3/30/2022	Research [REDACTED]	1.9	
3/30/2022	Te/con [REDACTED]	0.4	
3/31/2022	Reviewig [REDACTED]	1.1	
3/31/2022	Tel/con Dean re [REDACTED]	0.3	
3/31/2022	Tel/con Dean re [REDACTED]	0.5	
3/31/2022	Research [REDACTED]	0.8	
4/1/2022	Reseach Judd [REDACTED]	3.8	
4/1/2022	Email to Dean w/ Judd [REDACTED]	0.2	
4/1/2022	Email to Dean w/ Judd [REDACTED]	0.1	
4/1/2022	Email to Dean w/ Judd [REDACTED]	0.8	
4/1/2022	Research [REDACTED]	1.5	
4/1/2022	Reviewibg [REDACTED]	0.7	
4/1/2022	Gathering documents on 17Via Regina Coeli Street	1.9	
4/1/2022	Gathering Documents on 8 Twisted Rock Ct. Henderson	2.1	
4/1/2022	Gathering documetns on 2314 E La Sal Peak Dr	2.4	
4/1/2022	Gathering documents on 3 Stankaty Cir Henderson	1.7	
4/1/2022	Gathering Documents on 16 Paradise Valley Ct Henderson	1.9	
4/1/2022	Research Joint Defense Agreement [REDACTED]	1.1	
4/1/2022	Tel/con Dean re [REDACTED] Compliance	0.5	
4/2/2022	Reviewing Subpoena Jeffrey Judd	1.1	
4/2/2022	Reviewing Subpoena J&J Consulting	0.7	

4/2/2022	Reviewing Subpoena Parker Judd	0.9
4/2/2022	Reviewing Subpoena to Kennedy Judd	1.1
4/2/2022	Reviewing [REDACTED]	0.6
4/2/2022	Tel/con Dean re [REDACTED] Compliance	0.4
4/2/2022	Research Joint Defense Privilege	
4/3/2022	Email to Dean w/ Judd class action suit	0.2
4/3/2022	Email to Dean w/ Judd class action suit	1.2
4/3/2022	Reviewing [REDACTED]	0.6
4/3/2022	Conducting Background search on [REDACTED]	0.8
4/3/2022	Conducting background search on [REDACTED]	0.8
4/3/2022	Conducting Background search on [REDACTED]	0.8
4/4/2022	Research [REDACTED]	0.4
4/4/2022	Gathering Documents on 18 Sky Arc Henderson	2.1
4/4/2022	Gathering Documents on 29 Rockstream Dr. Henderson	2.3
4/4/2022	Gathering Documents on 2394 E. La Sal Peak Dr	1.9
4/4/2022	Gathering Documents on 5475 Ruffian Rd	1.8
4/4/2022	Tel/con Dean re [REDACTED] Compliance	0.4
4/5/2022	Research [REDACTED]	1.1
4/5/2022	Research [REDACTED]	0.9
4/5/2022	Tel/con Dean re Privilege review	0.4
4/7/2022	Tel/con Dean re Privilege review	0.5
4/7/2022	Research [REDACTED]	0.6
4/8/2022	Research [REDACTED]	1.6
4/8/2022	Gathering documents on 7329 Ravines Ave Las vegas	2.2
4/8/2022	Gathering Documentns on 4015 Calle Lisa San Clemente	2.1
4/8/2022	Gathering docyments on 399 N Red Rountain ct.	1.7
4/8/2022	Research Joint Defense Privilege [REDACTED]	0.7
4/9/2022	Reerch [REDACTED]	2.1
4/9/2022	Research Joint Defense Agreement JDA [REDACTED]	0.8
4/10/2022	Ressearch [REDACTED]	1.3
4/10/2022	Gathering documents on 5474 Ruffian Road Las Vegas	1.9
4/10/2022	Gathering documents on 5485 Ruffian Road Las Vegas	2.3
4/11/2022	Research [REDACTED]	0.5
4/11/2022	Research [REDACTED]	0.8

4/11/2022	Research [REDACTED]	1.6
4/12/2022	Email from Dean w/ [REDACTED]	0.5
4/12/2022	Review SEC [REDACTED]	1.6
4/12/2022	Tel/con w/ Dean re SEC [REDACTED]	0.9
4/12/2022	Research [REDACTED]	1.1
4/12/2022	Research District Court [REDACTED]	1.2
4/12/2022	Injunctin [REDACTED]	2.2
4/12/2022	Tel/con Dean re [REDACTED]	0.3
4/13/2022	Email from Dean & Review of [REDACTED]	0.7
4/13/2022	Tel/con w/ Dean re Parker Judd [REDACTED]	0.2
4/13/2022	Research [REDACTED] takes prep [REDACTED]	2.3
4/14/2022	Email from Dean re [REDACTED]	0.5
4/14/2022	Tel/cn w/ Dean re [REDACTED]	0.2
4/14/2022	Email from Dean re [REDACTED]	0.6
4/14/2022	Review [REDACTED]	0.4
4/14/2022	Tel/con w/ [REDACTED]	0.4
4/14/2022	Email from Dean re Ex Parte docs	1.2
4/14/2022	Review Ex parte docs & Decs	0.4
4/14/2022	Tel/con w/ Dean re Ex parte docs	0.7
4/14/2022	Research motions to [REDACTED]	0.3
4/14/2022	Email to Dean w/ motions [REDACTED]	0.3
4/14/2022	Email from Dean re [REDACTED]	0.4
4/14/2022	2 Emails from Dean re [REDACTED]	0.8
4/14/2022	Tel/con Dean re Hearing and Subpoenas	0.5
4/14/2022	Research Defense Agreement JDA [REDACTED]	0.6
4/15/2022	Tel/con Dean re privilege reiew	0.4
4/16/2022	Email from Dean & review of SEC [REDACTED]	0.5
4/16/2022	Email from Dean & review of draft of [REDACTED]	0.4
4/17/2022	Email from Dean re revised di [REDACTED]	0.5
4/17/2022	Draft additions to Disc responses & email to Dean	0.2
4/18/2022	Email from Dean re Judd response [REDACTED]	-0.5
4/19/2022	Email from Dean and review of Judd [REDACTED]	0.3
4/19/2022	Email from Dean and review of final Judd [REDACTED]	
4/19/2022	Email from Dean and review of SEC [REDACTED]	0.8

4/19/2022	Email from Dean & Review of [REDACTED]	0.5
	[REDACTED]	0.4
4/19/2022	Tel/con w/ Dean re [REDACTED]	0.4
4/20/2022	Email from Dean and review of [REDACTED]	0.3
4/20/2022	Email from Dean & review of final Judd [REDACTED]	
4/20/2022	Email from Dean & review of [REDACTED]	0.5
	[REDACTED]	0.3
4/20/2022	Email from Dean re [REDACTED]	0.5
4/20/2022	Email from Dean & review of [REDACTED]	0.5
4/20/2022	Tel/con w/ Dean re multiple filings today	
4/21/2022	Email from Dean and review of Judd [REDACTED]	0.6
	[REDACTED]	0.3
4/21/2022	Tel/con w/ Dean re Judd [REDACTED]	0.4
4/21/2022	Emil from Dean and Tel/con re [REDACTED]	0.5
4/24/2022	Email from Dean & review of [REDACTED]	0.4
4/24/2022	Tel/con w/ Dean re [REDACTED]	0.5
4/24/2022	Review [REDACTED]	0.2
4/29/2022	Email from Dean re [REDACTED]	0.4
4/29/2022	Tel/con w/ Dean re [REDACTED]	0.6
5/3/2022	Email from Dean and Review of SEC [REDACTED]	0.5
5/3/2022	Tel/con w/ Dean re [REDACTED]	0.6
5/4/2022	Email from Dean & review of [REDACTED]	0.4
5/4/2022	Email from Dean and review of [REDACTED]	0.5
5/4/2022	Tel/con w/ Dean re status of [REDACTED]	0.6
5/9/2022	Review [REDACTED]	0.3
5/9/2022	Reviewing [REDACTED]	0.5
5/11/2022	Email from Dean w/ [REDACTED]	0.4
5/11/2022	Tel/con w/ Dean re [REDACTED]	0.5
5/14/2022	Email from Dean & review of revised [REDACTED]	0.5
5/21/2022	Research [REDACTED]	0.8
5/28/2022	Research Receiver [REDACTED]	0.9
6/3/2022	Email from Dean & review of [REDACTED]	0.4
6/3/2022	Tel/con w/ Dean re [REDACTED]	0.5

6/9/2022	Email from Dean and review of [REDACTED]	0.4
6/9/2022	Tel/con w/ Dean re [REDACTED]	0.3
6/9/2022	Email from Dean & review of [REDACTED]	0.3
6/9/2022	Tel/con w/ Dean re [REDACTED]	0.3
6/10/2022	Tel/con w/ Dean re [REDACTED]	1.2
6/10/2022	Review [REDACTED]	1.4
6/11/2022	Email from Dean & review of [REDACTED]	0.6
6/11/2022	Tel/con w/ Dean re [REDACTED]	0.5
6/11/2012	Research [REDACTED]	0.8
6/11/2022	Researchg [REDACTED]	0.6
6/12/2022	Drafting [REDACTED]	1.1
6/12/2022	[REDACTED]	2.8
6/12/2022	Reviewing Dean [REDACTED]	0.4
6/12/2022	Fresearching [REDACTED]	0.5
6/12/2022	Email to Dean with [REDACTED]	0.2
6/13/2022	Email [REDACTED]	0.3
6/13/2022	Tel/con [REDACTED]	0.3
6/14/2022	Researching [REDACTED]	2.3
6/14/2022	Researching [REDACTED]	2.1
6/14/2022	Research [REDACTED]	0.9
6/14/2022	Email from Dean re [REDACTED]	0.2
6/14/2022	Tel/con with Dean re [REDACTED]	0.4
6/15/2022	Tel/con Escolar re [REDACTED]	0.8
6/15/2022	Reviewing [REDACTED]	0.3
6/15/2022	Reviewing Dean Change [REDACTED]	0.4
6/15/2022	Drafting [REDACTED]	3.8
6/15/2022	Draft [REDACTED]	0.3
6/15/2022	Email to Dean with Draft [REDACTED]	0.2
6/15/2022	Tel/con with Dean [REDACTED]	0.3
6/15/2022	email from Dean and Review [REDACTED]	0.3
6/15/2022	Email from Dean Y& Review of [REDACTED]	0.4
6/15/2022	Research & Draft Proposed Memo [REDACTED]	0.8
6/15/2022	Email to Dean with [REDACTED]	0.2

6/15/2022	Tel/con With Dean re [REDACTED]	0.4
6/15/2022	Review Dean Email re [REDACTED]	0.3
6/15/2022	Email to [REDACTED]	0.2
6/15/2022	Tel/con with [REDACTED]	0.3
6/15/2022	Review [REDACTED] Email to Dean [REDACTED]	0.2
6/17/2022	Email from Dean and review [REDACTED]	0.6
6/17/2022	Tel/con Dean re [REDACTED]	0.4
6/17/2022	Email from Dean & Review [REDACTED]	0.3
6/17/2022	Email from Dean and Review [REDACTED]	0.3
6/17/2022	Email from Dean and Review of [REDACTED]	0.2
6/17/2022	Email from Dean & Review of Judd [REDACTED]	0.4
6/17/2022	Tel/con w/Dean re Judd [REDACTED]	0.3
6/21/2022	Email from Dean re [REDACTED]	0.2
6/21/2022	Email from Dean re [REDACTED]	0.2
6/22/2022	Email from dean & Review of [REDACTED]	0.5
6/23/2022	Drafting [REDACTED]	1.4
9/23/2022	Tel/con Dean re [REDACTED]	0.4
9/23/2022	Drafting [REDACTED]	1.2
6/23/2022	Email to Dean re [REDACTED]	0.3
6/23/2022	Redrft [REDACTED]	0.3
6/23/2022	Email tro Dean re [REDACTED]	0.2
6/23/2022	Tel/con Dean re [REDACTED]	0.2
6/23/2022	[REDACTED]	1.1
6/23/2022	Email Dean re [REDACTED]	0.2
		=====
TOTAL HOURS		140.8

6/24/2022	Tel/con with Dean re [REDACTED]	0.3
6/24/2022	Email to Dean with redacted billing	0.2
6/24/2022	Tel/con with Dean re [REDACTED]	0.3
6/24/2022	Review Dean email with [REDACTED]	0.3
6/24/2022	Email form Dean re [REDACTED]	0.2
6/24/2022	Dean email with [REDACTED]	0.5

6/24/2022	Drafting and Revising Dean Letter to [REDACTED]	0.7
6/24/2022	Reviewing Humphres Motion to Dismiss	0.3
6/25/2022	Tel/con Dean re filing requirements	0.3
6/25/2022	Review Dean email to [REDACTED]	0.2
6/25/2022	Review email form Dean with [REDACTED]	0.2
6/25/2022	Review Dean Email to [REDACTED]	0.2
6/27/2022	Tel/con Dean re [REDACTED]	0.3
6/27/2028	Tel/con with Dean re [REDACTED]	0.3
6/27/2022	Review Dean Email re [REDACTED]	0.2
6/27/2022	Review Dean email re [REDACTED]	0.2
6/27/2022	Reviewing [REDACTED] and comparing [REDACTED]	1.1
6/27/2022	Reiew Dean email re [REDACTED]	0.4
6/27/2022	Reviewing Judd [REDACTED]	0.3
6/28/2022	Review Dean email with filed [REDACTED]	0.3
6/28/2022	Reviewing Judd [REDACTED]	0.4
6/29/2022	Review Dean Email with [REDACTED]	0.4
6/29/2022	Reviewing [REDACTED]	0.5
6/29/2022	Review Dean email with SEC [REDACTED]	0.3
6/29/2022	Reviewing SEC [REDACTED]	0.5
6/29/2022	Review Email re [REDACTED] Email [REDACTED]	0.2
6/29/2022	Reviewing SEC [REDACTED]	0.3
6/29/2022	Reading Court Order re [REDACTED]	0.2
6/30/2022	Tel/con with Dean re Client [REDACTED]	0.3
6/30/2022	Tel/con with Dean re SEC [REDACTED]	0.3
6/30/2022	Review Dean Email re [REDACTED] email [REDACTED]	0.2
6/30/2022	Researching Certificator [REDACTED]	0.4
6/30/2022	Reviewing SEC [REDACTED]	0.4
7/1/2022	Tel/con Dean re [REDACTED]	0.4
7/1/2022	Review Dean email with [REDACTED]	0.6
7/1/2022	Review Dean Email re [REDACTED]	0.3
7/2/2022	Tel/con Dean re [REDACTED]	0.3
7/2/2022	Review Dean email with Receiver [REDACTED]	0.3
7/3/2022	Tel/con Dean re [REDACTED]	0.4
7/3/2022	Dean email re [REDACTED]	0.3

7/6/2022	Tel/con Dean re [REDACTED]	0.3
7/7/2022	Researching [REDACTED]	0.8
7/7/2022	Tel/con Dean re [REDACTED]	0.3
7/7/2022	Tel/con Dean re [REDACTED]	0.3
7/7/2022	Review Dean email with [REDACTED]	0.3
7/7/2022	Dean Email re [REDACTED]	0.2
7/7/2022	Review Dean email re [REDACTED]	0.2
7/7/2022	Revising [REDACTED]	0.4
7/8/2022	Tel/con Dean re [REDACTED]	0.3
7/8/2022	Tel/con Dean re client [REDACTED]	0.6
7/8/2022	Reiew Dean Email re [REDACTED]	0.2
7/8/2022	Review Dean Email to [REDACTED]	0.2
7/8/2022	Revising Stipulaton with [REDACTED]	0.4

159.1

Exhibit “D”

Kamille R. Dean
Law Offices of Kamille Dean, P.C.
Attorney at Law

4545 N. 36th St., Ste. 202
Phoenix, AZ 85018
Telephone (602) 252-5601
Fax (602) 916-1982
E-mail: kamille@kamilledean.com

Licensed in AZ, CA, CO, MN, & UT

June 24, 2022

Mr. David R. Zaro, Esq.
Allen Matkins Leck Gamble Mallory & Natsis LLP
1901 Avenue of the Stars, Suite 1800
Los Angeles, CA 90067-6019

Re: Securities & Exchange Commission v. Beasley,
US. District Court, District of Nevada Case No. 22 CV 00612 (JCM)

Dear Mr. Zaro:

On March 25, 2022, we entered into an Attorney-Client Agreement entitled Legal Services Agreement and Addendum with six (6) individual clients: Kennedy Judd, Khloe Judd, Jeffrey Judd, Jennifer Judd, Parker Judd, and Preston Judd (see attached Agreement and Addendum pursuant to our phone conversation). We agreed to provide services to each of our clients in connection with several Securities & Exchange Commission ("SEC") Subpoenas, government investigations, bankruptcy proceedings, and any matter where we were asked to provide services. Our Agreement provided for a \$250,000 retainer and that we had an Attorney's Lien and security interest on all funds involved in our representation and in connection with our services to secure our fees.

Our clients informed us our services were retained on an emergency basis, and we needed to set aside all other work in other cases to provide them with immediate services. In addition, the SEC demanded responses to their subpoenas by April 15, 2022, which involved the emergency review of thousands upon thousands of documents, extensive examination of the facts involved in the case, privilege review of documents, and significant research into the nature of the government's investigations. When we were retained, we had no knowledge or information regarding this case, and we had no knowledge or information that the \$250,000 retainer funds would be part of any illegal proceeds. We were assured that the funds we received were not unlawful and were generated long before the SEC commenced its investigation.

Pursuant to our Agreement we have kept all funds in a segregated account. We commenced working on the government's investigation and the SEC's subpoenas on an

emergency basis with extensive document review, research, examination of our client's history, properties owned by our clients, and other matters which are attorney-client privileged for each of our six (6) clients. We have maintained a Joint Defense relationship and agreement with our clients and the monies we have are held as our legal fees for all six (6) clients jointly.

We will be forwarding our redacted billings to you. Because of the extraordinary demand for the work involved in this case, it was necessary that we retain additional counsel with our clients' consent to assist in our services. Copies of their redacted billings will also be forwarded to you. I have asked them to provide billing up through June 3, 2022, the date of your appointment. My billing below is through May 25, 2022.

These billings reflect the following:

Attorney Hours & Fees

Kamille Dean	190.6 hrs x \$600	= \$114,360
Maureen Jaroscak	105 hrs x \$600	= \$ 63,000
Phil Escolar	39.5 hrs x \$600	= \$ 23,700

=

Totals

\$201,060

Your appointment on June 3, 2022, as a Receiver for Jeffrey Judd affects only **one** (1) of our clients. The Order does not name or affect our other clients. However, no matter what the Receiver's position might be regarding whom or what was affected, we earned fees of \$201,060 *prior* to your appointment. Our services were rendered as a bona fide seller of services in good faith as demanded by our clients.

We agreed to provide services to all of our clients with no knowledge of any impropriety or taint of the funds. The funds which we received were a reasonable estimate of the value of legal services that was anticipated to be rendered and costs that were anticipated in the representation of each of our six (6) clients in expected criminal and SEC investigation matters. Prior to accepting the funds, we performed all necessary due diligence to ensure that the funds received were lawfully obtained.

This due diligence included discussion with the other attorneys involved in the matters, and reliance on the investigation by several former federal agents, as well as full compliance with the DOJ's Asset Forfeiture Policy Manual. We relied upon our own and other attorneys' review of all available evidence in the case, including thousands of pages of financials, bank records, emails, text exchanges, and other information materials. We relied on the expert analysis of several retired federal agents - spanning over a hundred years of service for the FBI, the Secret Service, the IRS-Criminal Division, and the Office of Inspector General.

We relied upon the written assurances provided to the other attorneys in the case from the clients that all funds given originated from lawful income or other lawful U.S. sources. We relied upon the attorneys involved in this case who had received certification from Jeffrey Judd that the source of the funds originated from lawful sources and have never been subject to any commingling event with any moneys relevant to Mr. Matthew Beasley, J&J Consulting Services, Inc., or J&J Purchasing, LLC.

We have held funds jointly for our clients. Jeffrey Judd had only a one-sixth (1/6th) beneficial interest in those funds and was not the owner of any of the funds. The funds we hold are subject to our Attorney-Client Agreement and Attorney's Lien. In providing services we relied on our Attorney-Client Agreement and Attorney's Lien in good faith without knowledge of any impropriety in providing all six (6) of our clients' emergency services.

All of the fees reflected in our billings have been earned, and we are entitled to them as the owner of earned fees. The Receiver's demand on behalf of Jeffrey Judd that we turn over these funds is a breach of our Attorney-Client Agreement for which the Receiver bears personal liability. The demand is a violation of our Attorney's Lien, interference with our representation of our other five (5) clients, and a violation of our ownership rights in earned fees. The Receiver stands in the shoes of Jeffrey Judd who is a one-sixth (1/6th) beneficial recipient of our services who (1) does not have any ownership interest in any of the funds; (2) is subject to the rights of our other five (5) clients who have requested us not to turn over the funds necessary to their criminal and civil defense; and (3) will cause a breach of contract and irreparable injury to our other clients should the Receiver violate our and our clients' pre-existing constitutional rights and contract rights to our services.

We have not touched any of the funds in our possession which belong to the firm, although we have earned them. Our other five (5) clients have requested we not to turn over their property to you, and your demands have created an intolerable situation where we face contempt of court from you under color of law should we refuse your demands and comply with our clients' requests. The funds in our account were not going anywhere, and there is no basis for the Receiver to demand the turn-over of funds which were not in danger of being dissipated *and* do not belong to the Receiver.

In order to resolve this matter, we have sent you \$48,940 representing the \$250,000 we received minus the \$201,060 we earned prior to your appointment as Receiver. You will receive the wire today. The money we are sending you is subject to our Attorney's lien because we have earned additional fees since May 25, 2022 (Kamille Dean) and June 3, 2022 (other attorneys). The money is also subject to our claim for damages that the Receiver has no ownership interest in the funds and the Receiver's demand has interfered with our contractual relations, Attorney's Lien, and our representation of our clients in an alleged criminal matter.

Very truly yours,

By: 
Kamille R. Dean, Esq.

KD:ma

Exhibit “E”

<input checked="" type="checkbox"/> FILED	<input type="checkbox"/> LODGED
<input type="checkbox"/> RECEIVED	<input type="checkbox"/> COPY
AUG 05 2022	
CLERK U.S. DISTRICT COURT	
DISTRICT OF ARIZONA	
BY	DEPUTY

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

6 **UNITED STATES DISTRICT COURT**
FOR THE DISTRICT OF NEVADA

MC22-00034-PHX

8 SECURITIES AND EXCHANGE
 COMMISSION,

Case No.: 2:22-cv-00612

9 Plaintiff,

Judge: James C. Mahan

10 vs.

Magistrate Judge: Elayna J. Youchah

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

ORDER APPOINTING
 RECEIVER

16 Defendants;

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

23 Relief Defendants.

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 James C. Mahan
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

I hereby attest and certify on 6/16/22
that the foregoing document is a full, true
and correct copy of the original on file in my
legal custody.

CLERK, U.S. DISTRICT COURT
DISTRICT OF NEVADA

By [Signature] Deputy Clerk



PROOF OF SERVICE

I, Maureen Jaroscak, am an attorney at law. I am over the age of 18 and not a party to the within action. My business address is 1440 Harbor Boulevard, Suite 900, Fullerton, CA 92835.

On August 15, 2022, I served the following document described as:

- (1) NON-PARTY KAMILLE DEAN’S NOTICE OF MOTION AND MOTION TO QUASH JURISDICTION OVER KAMILLE DEAN AND ORDER TO SHOW CAUSE RE CONTEMPT AND TURN OVER ORDER (DKT 210);
- (2) NON-PARTY KAMILLE DEAN’S NOTICE OF MOTION AND MOTION TO STRIKE OSC RE CONTEMPT AND TURN OVER ORDER (DKT. 210) FOR JURISDICTIONAL DEFECTS;
- (3) NON-PARTY KAMILLE DEAN’S NOTICE OF MOTION AND MOTION FOR LEAVE TO FILE INTERPLEADER COMPLAINT;
- (4) NON-PARTY KAMILLE DEAN’S OBJECTION TO THE AFFIDAVITS OF KARA HENDRICKS (DKT. 210-2) AND DAVID ZARO (DKT. 210-3)

on all interested parties in this action by serving a true copy through electronic service by gmail.com on the email addresses and parties indicated below. The machine indicated the electronic transmission was successfully completed as follows:

SEE ATTACHED SERVICE LIST:

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on August 15, 2022, at Fullerton, California.

/s/ Maureen Jaroscak

Maureen Jaroscak

SERVICE LIST

court@gtogata.com,
ggarman@gtg.legal,
bknotices@gtg.legal,
hendricksk@gtlaw.com,
escobargaddie@gtlaw.com,
flintza@gtlaw.com,
lvlitdock@gtlaw.com,
neyc@gtlaw.com,
rabe@gtlaw.com,
sheffieldm@gtlaw.com
mdonohoo@fabianvancott.com,
sburdash@fabianvancott.com,
kbc@cjmlv.com,
lance@maningolaw.com,
kelly@maningolaw.com,
yasmin@maningolaw.com,
mcook@bckltd.com,
sfagin@bckltd.com,
mrawlins@smithshapiro.com,
jbidwell@smithshapiro.com,
pete@christiansenlaw.com,
ab@christiansenlaw.com,
chandi@christiansenlaw.com,
hvasquez@christiansenlaw.com,
jcrain@christiansenlaw.com,
keely@christiansenlaw.com,
kworks@christiansenlaw.com,
ttery@christiansenlaw.com,
wbarrett@christiansenlaw.com,
rkinas@swlaw.com,
credd@swlaw.com,
docket_las@swlaw.com,
jmath@swlaw.com,
mfull@swlaw.com,
nkanute@swlaw.com,
sdugan@swlaw.com,
louis@palazzolawfirm.com,
celina@palazzolawfirm.com,
miriam@palazzolawfirm.com,
office@palazzolawfirm.com,
lbubala@kcnvlaw.com,
bsheehan@kcnvlaw.com,

cdroessler@kcnvlaw.com,
jblum@wileypetersenlaw.com,
cdugenia@wileypetersenlaw.com,
cpascal@wileypetersenlaw.com,
charles.labela@usdoj.gov,
maria.nunez-simental@usdoj.gov
jlr@skrlawyers.com,
oak@skrlawyers.com,
cperkins@howardandhoward.com,
jwsd@h2law.com,
mwhite@mcguirewoods.com,
shicks@mcguirewoods.com,
saschwartz@nvfirm.com,
ecf@nvfirm.com,
matt@lkipfirm.com,
chris@lkipfirm.com,
kelly@lkipfirm.com,
kiefer@lkipfirm.com,
jjs@h2law.com,
jwsd@h2law.com,
hicksja@gtlaw.com,
escobargaddie@gtlaw.com,
geoff@americanfiduciaryservices.com,
lvlitdock@gtlaw.com,
chase@lkipfirm.com,
twaite@fabianvancott.com,
amontoya@fabianvancott.com,
ewingk@gtlaw.com,
flintza@gtlaw.com,
gallm@ballardspahr.com,
LitDocket_West@ballardspahr.com,
crawforda@ballardspahr.com,
lvdocket@ballardspahr.com,
keely@christiansenlaw.com,
lit@christiansenlaw.com,
jdelcastillo@allenmatkins.com,
mdiaz@allenmatkins.com,
FronkC@sec.gov,
#slro-docket@sec.gov,
combst@sec.gov, #slro-docket@sec.gov
jgwent@hollandhart.com,
Intaketeam@hollandhart.com,

blschroeder@hollandhart.com,
ostlerj@sec.gov,
dzaro@allenmatkins.com,
mdiaz@allenmatkins.com,
mpham@allenmatkins.com,
mdiaz@allenmatkins.com,
ddh@scmlaw.com,
david@secdefenseattorney.com,
Kamille@kamilledean.com,

Notice has been delivered placing a copy of the documents in a sealed envelope, first class and affixed thereto, deposited into the US. Mail, at Los Angeles, California, addressed as follows:

Celiza P. Braganca
Braganca Law LLC
5250 Old Orchard Road, Suite 300
Skokie, IL 60077

David Baddley
Securities and Exchange Commission
950 East Paces Ferry Road NE, Suite 900
Atlanta, GA 30326-1382

David C. Clukey
JACKSON WHITE, PC
40 North Center, Suite 200
Mesa, AZ 85201

Jason M. Jongeward
3084 Regal Court
Washington, UT 84780

Nick Oberheiden
OBERHEIDEN, P.C
440 Louisiana St., Suite 200
Houston, TX 77002

Ori Katz
Sheppard, Mullin, Richter & Hampton LLP
Four Embarcadero Center, 17th Floor
San Francisco, CA 94111