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

10 SECURITIES AND EXCHANGE COMMISSION,

11 Plaintiff,

12 v.

13 MATTHEW WADE BEASLEY et. al.

14 Defendants,

15 THE JUDD IRREVOCABLE TRUST et. al,

16 Relief Defendants.

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

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

17 TIME: TBD  
18 DATE: TBD  
19 PLACE: Courtroom 6B

20 TO ALL PARTIES AND THEIR ATTORNEY'S 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 Striking the Receiver's August 1,  
24 2022, Order to Show Cause re Contempt and Turn Over Order (Dkt. 210) for jurisdictional defects. This  
25 Motion will be directed to the Jurisdictional defects of failing to join indispensable parties and lack of  
26 Notice contained in the Receiver's Notice of Motion. This Motion will be made pursuant to Rule 12(b)(5)  
27 of the Federal Rules of Civil Procedure based on the following:

28 (1) The Notice of Motion is defective because it fails to identify or give notice to Ms. Dean's other  
five (5) clients who claim an ownership interest in the money in Ms. Dean's Trust Account, and the  
Receiver's failure to give specific and particularized Notice to Ms. Dean, who is an attorney, of the identity  
and date of the Order which was violated, what funds are the subject of the Turn Over Order, the amount,

1 the basis for the Receiver's claim, and whether this matter is civil or criminal, is jurisdictionally fatal to the  
2 Receiver's Motion;

3 (2) The Receiver's attempt to hold a summary proceeding as opposed to a plenary hearing with a  
4 Complaint, discovery, jury trial, and due process of a plenary proceeding is jurisdictionally defective, and  
5 violates Ms. Dean's and her other five (5) Clients' claimed ownership rights in a jurisdictionally void  
6 attempt to take property from them without due process of law;

7 (3) The Receiver has failed to allege that Ms. Dean has the ability to comply with a Turn Over order  
8 when her other five (5) Clients and the laws of the State of Arizona require she not disburse funds from her  
9 trust account in the face of competing demands, and Ms. Dean cannot be held in Contempt of Court because  
10 she had no ability to comply with any Order from this Court to turn over funds in her Trust Account.

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

14 DATED: August 15, 2022

KAMILLE DEAN

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By: \_\_\_\_\_

Kamille Dean

Attorney in Pro Se

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I.

**INTRODUCTION**

Non-Party Kamille Dean submits this Memorandum in Support of Motion to Strike Receiver's August 1, 2022, Motion for Order to Show Cause re Contempt and Turn Over Order (Dkt. 210).

**A. Statement of the Case**

The facts and background of this matter are set forth in Ms. Dean's Motion to Quash Receiver's Order to Show Cause Re Contempt and Turn Over Order. In addition, Ms. Dean has filed a Motion for Leave to File Interpleader Action which sets forth the impropriety of holding summary proceedings regarding her ownership of the funds in her Trust Account and seeks leave to file a plenary proceeding where the fund and Ms. Dean are located to establish ownership of the disputed funds. Ms. Dean will set forth in this Memorandum only those facts which are necessary for a full understanding of the Receiver's jurisdictionally void OSC re Contempt and Turn Over Order which does not meet jurisdictional mandates for such proceedings. Ms. Dean respectfully refers the Court to her Memorandum in Support of Motion to Quash and Memorandum in Support of Motion for Leave to File Interpleader for a full account of the facts involved in this case.

On July 25, 2022, Receiver Geoff Winkler filed a Motion for OSC re Contempt and Turn Over Order against Ms. Kamille Dean. (Dkt. 210). Ms. Dean is an Attorney who is licensed to practice law in Arizona, California, Utah, and Minnesota. Her office is located in Arizona and her Trust Account which contains the \$201,060 in Trust funds in the name of Kamille Dean, P.C., which is the subject of this proceeding and is located in a bank account in Phoenix, Arizona. Ms. Dean does not practice law in Nevada and she has no minimum contacts in Nevada whereby the Court could assert Jurisdiction over her.

The Receiver alleged Ms. Dean held property belonging to Jeffrey Judd and therefore it was Receivership property. However, the money in the Trust Account belongs to Kamille Dean for earned fees. Her other five (5) Clients have a claim on the funds as the original owners. The Receiver presented no declaration, evidence, or testimony that the funds in the Account were Receivership funds.

Yet, the Receiver argued in his Memorandum that Ms. Dean admitted to Mr. Zaro's "office" that Jeffrey Judd gave her money, However, Ms. Dean has never made any such statement. Who Mr. Zaro's "office" might be was never identified. (Receiver 8-1-22 Memo, p. 3, lines 13-16). Rather, the money was from all six (6) of Ms. Dean's Clients, and both the Clients and their other attorney assured Ms. Dean the funds were not tainted with illegality and that the funds were not Receivership property.

**B. Basis for Ms. Dean's Motion to Strike for Lack of Jurisdiction**

The Receiver's Motion for OSC re Contempt and Turn Over Order lacks the minimum jurisdictional



1  
2 requirements for a Contempt Citation and Turn Over Order:

3 (1) The Notice of Motion is defective because it fails to identify or give notice to Ms. Dean's  
4 other five (5) Clients or join Kamille Dean P.C. who claim ownership interests in the money in Ms. Dean's  
5 Trust Account, and the violation of notice, opportunity to be heard, and due process is jurisdictionally fatal;

6 (2) The Receiver's failure to give specific and particularized Notice to Ms. Dean, who is an  
7 attorney, of the identity and date of the Order which was violated, what funds are the subject of the turnover,  
8 the amount, the basis for the Receiver's claim, and whether this matter is civil or criminal, is jurisdictionally  
9 fatal to the Receiver's Motion;

10 (3) The Receiver's Motion fails to address that the money in Ms. Dean's Trust Account was  
11 fully earned by Ms. Dean prior to Notice of the Receiver's Order, and that the Receiver cannot violate Ms.  
12 Dean's ownership rights with a Contempt proceeding or Turn Over Order;

13 (4) The Receiver's attempt to hold summary proceeding as opposed to a plenary trial with a  
14 Complaint, discovery, jury trial, and due process violates Ms. Dean's and her five (5) Clients' claimed  
15 ownership rights and attempts to take property from them without jurisdiction;

16 (5) Ms. Dean has requested the Court to permit her to file an Interpleader action in Arizona  
17 mandated by Arizona law and that an Interpleader is the only jurisdictionally valid plenary proceeding  
18 which can adjudicate ownership of the competing claims to the money in Ms. Dean's Trust Account;

19 (6) The Receiver's actions of placing Ms. Dean in a legal vice where the Receiver demands  
20 Turn Over of the money in the Trust Account countered by Ms. Dean's Clients and Arizona law precluding  
21 her from turning over those funds is intolerable and has created emotional distress for Ms. Dean which  
22 demonstrates the Court lacks jurisdiction to create such intolerable injury to an Attorney.

23 **II.**

24 **THE RECEIVER'S MOTION FOR OSC RE CONTEMPT AND TURN OVER ORDER FAILED**  
25 **TO ESTABLISH MANDATORY JURISDICTIONAL ELEMENTS, AND THIS CASE**  
26 **MUST BE DETERMINED BY A PLENARY INTERPLEADER**

27 **ACTION AND NOT SUMMARY PROCEEDINGS**

28 **A. The Receiver's Notice of Motion violates Rule 7 and is Jurisdictionally Defective**

The Receiver's Notice of Motion violates Rule 7 and fails to give Ms. Dean particularized notice of the grounds for the Order sought. The Notice does not identify what Order was violated, its date, or how it was violated. The Notice fails to state what funds the Receiver seeks to have turned over, the amount of the funds, the source of the funds, or any claim that the unidentified funds belong to the Receiver. The Notice



1 fails to state whether the Contempt being sought is civil or criminal. The Notice of Motion violates the most  
 2 basic jurisdictional requirement under Rule 7 that when sanctions are sought against an attorney there is a  
 3 heightened necessity for particularized notice which is totally absent here. *Foster v. Wilson*, 504 F.3d 1046,  
 4 1052 (9th Cir. 2007)(“The purpose of particularized notice is to put counsel on notice as to the particular  
 5 factors that he must address if he is to avoid sanctions.”) (quoting *Mackler Prods., Inc. v. Cohen*, 225 F.3d  
 6 136, 144 (2d Cir.2000)).<sup>1</sup>

6 Federal Rules of Civil Procedure, Rule 7 provides:

7 "(b) Motions and Other Papers.

8 "(1) In General. A request for a court order must be made by motion. The  
 9 motion must:

9 "(A) be in writing unless made during a hearing or trial;

10 "(B) state with particularity the grounds for seeking the order; and

11 "(C) state the relief sought.

12 Prior to imposing sanctions, a Court must provide the attorney facing potential sanctions  
 13 jurisdictionally mandatory notice and an opportunity to be heard. *Lasar v. Ford Motor Co.*, 399 F.3d 1101,  
 14 1109-10 (9th Cir.2005). See also *Roadway Exp., Inc. v. Piper*, 447 U.S. 752, 767 (1980); *In re DeVille*, 361  
 15 F.3d 539, 548 (9th Cir.2004); *Cole v. U.S. Dist. Ct. For Dist. of Idaho*, 366 F.3d 813, 822 (9th Cir.2004).  
 16 See also *Mendez v. County of San Bernardino*, 540 F.3d 1109, 1132 (9th Cir.2008) ("To the extent the  
 17 district court was focused on punishing [counsel] for his trial misbehavior, it was incumbent on the court to  
 18 give him fair notice of that personal exposure and obligation to appear in person."); *United States v.*  
 19 *Krasnov*, 143 F. Supp. 184, 196 (E.D. Pa. 1956) ("I do not consider this rule [Rule 7 of the Federal Rules of  
 20 Civil Procedure] to establish a mere technical requirement but rather hold it to be 'real and substantial'.")

21 In *Steingut v. Nat'l City Bank of New York*, 36 F. Supp. 486, 487 (E.D.N.Y. 1941), the Court stated:

22 "Under Rule 7, Subdivision (b), of the Federal Rules of Civil Procedure the moving party  
 23 'shall state with particularity the grounds therefor' of the motion. The requirement of this rule  
 24 causing the moving party to state 'with particularity the grounds therefor' was not intended to be a  
 25 matter of form but was real and substantial. The court would ordinarily excuse the failure to comply  
 26 with this rule if it were inadvertent, but such is not the case here. There should be strict compliance  
 27 with the rules, otherwise they will be whittled away and become meaningless and unenforceable."

28 <sup>1</sup> The U.S. Supreme Court observed in *In re Oliver*, 333 U.S. 257, 273-75 (1947),

"A person's right to reasonable notice of a charge against him, and an opportunity to be heard in his  
 defense -- a right to his day in court -- are basic in our system of jurisprudence; and these rights  
 include, as a minimum, a right to examine the witnesses against him, to offer testimony, and to be  
 represented by counsel. . . . [O]ne charged with contempt of court [is entitled to] be advised of the  
 charges against him, have a reasonable opportunity to meet them by way of defense or explanation,  
 have the right to be represented by counsel, and have a chance to testify and call other witnesses in  
 his behalf, either by way of defense or explanation."

1 The Receiver's August 1, 2022, Notice of Motion was jurisdictionally defective because it did not  
 2 identify the Order to be enforced, the nature or ownership of the funds to be turned over, the amount, or  
 3 whether civil or criminal contempt was being sought. *Cooke v. United States*, 267 U.S. 517, 536 (1925);  
 4 (under Rule 42(b) and due process requires that such notice to hold an attorney in contempt comport to due  
 5 process and should contain enough to inform him of the nature and particulars of the contempt charged);  
 6 *United States ex rel. Bowles v. Seidmon*, 154 F.2d 228, 230 (7<sup>th</sup> Cir. 1946) ("Due process of law requires  
 7 that the rule should contain enough to inform a defendant of the nature and particulars of the contempt  
 8 charged."). The defective Notice regarding Ms. Dean, which refers only to unknown funds in an unknown  
 9 amount subject to an unknown Order, fails to give Ms. Dean any Notice of what is being sought in the  
 10 Notice or the Receiver's entitlement to any of Ms. Dean's property. *Lee v. Gates*, 2005 WL 67087, at \*2  
 11 (C.D. Cal. Jan. 10, 2005) ("due process requires that courts provide notice and opportunity to be heard  
 12 before imposing any kind of sanctions." *In re Ames Dept. Stores, Inc.*, 76 F.3d 66, 70 (2d Cir.1996)  
 13 (emphasis in original). The Receiver's failure to give specific and particularized Notice to Ms. Dean of the  
 14 identity and date of the Order which was violated, what funds are the subject of the turnover, the amount,  
 15 the basis for the Receiver's claim, and whether this matter is civil or criminal, is fatal to the Receiver's  
 16 Motion.<sup>2</sup> See *Mackler Prods., Inc. v. Cohen*, 225 F.3d 136, 144 (2d Cir.2000) ("The purpose of  
 17 particularized notice is to put counsel on notice as to the particular factors that he must address if he is to  
 18 avoid sanctions."); *Ted Lapidus, S.A. v. Vann*, 112 F.3d 91, 96 (2d Cir. 1997) (an attorney subject to  
 19 sanctions must receive notice of the specific conduct or omission for which the sanctions are being  
 20 considered so that the subject of the sanctions motion can prepare a defense); *Sakon v. Andero*, 119 F.3d  
 21 109, 114 (3d Cir. 1997) ("[a]n attorney whom the court proposes to sanction must receive specific notice of

22 \_\_\_\_\_  
 23 <sup>2</sup> Ms. Dean is an attorney at law, and the Receiver's ill-conceived OSC re Contempt is designed to inflict  
 24 irreparable injury on an attorney where the Receiver has no evidence, no basis to make the claims asserted,  
 25 and no right to any of the property in Ms. Dean's trust account. In *In re Prudential Ins. Co. Am. Sales Prac.*  
 26 *Litig. Agent Actions*, 278 F.3d 175, 193 (3d Cir. 2002), the Court stated:

27 "In concluding that Malakoff did not have adequate notice of this sanction we are particularly  
 28 mindful of the impact that such a sanction would no doubt have on Malakoff's ability to practice his  
 trade. Although the sanction is not a suspension from practice per se, it certainly raises similar  
 concerns, and those concerns ought to inform the particularity of notice that must be given to allow  
 Malakoff to properly defend against such a sanction. See *In re: Tutu Wells*, 120 F.3d at 381 n. 10.  
 ('Any suspension from practice [and to a lesser degree, severe disciplinary impediments pertaining  
 to admission to practice], even in a jurisdiction in which an attorney does not regularly practice,  
 would leave an indelible and deleterious imprint on the attorney's career, reputation, and future  
 opportunities.'). We do not believe that the notice afforded Malakoff was sufficient to allow the  
 court to impose the non-monetary sanctions that were imposed under the court's inherent power.  
 Accordingly, that order will be reversed.



1 the conduct alleged to be sanctionable."); *Zuk v. Eastern Pa. Psychiatric Inst. of the Med. College of Pa.*,  
 2 103 F.3d 294, 298 (3d Cir.1996) (particularity requirement of notice to sanction an attorney means  
 3 "specific" notice of the sanctioning authority being considered and the conduct alleged to be sanctionable).

4 **B. The Receiver's Motion Seeks to Use Contempt as an Improper Weapon**

5 The Receiver's use of the contempt power against Ms. Dean represents an extraordinary abuse  
 6 designed to place her in a legal vice where if she complies with the Receiver's demands she will violate  
 7 Arizona law by disbursing funds from her Trust Account against her Clients wishes and in violation of  
 8 Arizona law. *Employers Reinsurance Corp. v. GMAC Ins.*, 308 F. Supp. 2d 1010, 1016 (D. Ariz.  
 9 2004)(Arizona rules of professional conduct requires attorney should segregate and hold disputed property,  
 10 and file interpleader where dispute cannot in good faith be resolved amicably). The failure to specify  
 11 whether the Contempt sought is civil or criminal renders the entire Motion without foundation because the  
 12 standards between civil and criminal contempt are totally different and the conduct required for criminal  
 13 contempt is materially different from civil concept. *Gompers v. Buck's Stove & Range Co.*, 221 U.S. 418,  
 14 442 (1911) (civil and criminal contempt are materially different with criminal contempt requiring proof  
 15 beyond a reasonable doubt, right to jury trial, and numerous constitutional protections). *Bloom v. Illinois*,  
 16 391 U.S. 194, 198 (1968) ("Our deliberations have convinced us, however, that serious contempts are so  
 17 nearly like other serious crimes that they are subject to the jury trial provisions of the Constitution"). The  
 18 Receiver has failed to present any evidence the property in Ms. Dean's Trust Account ever belonged to  
 19 Jeffery Judd, and the Receiver's attempt to invoke the contempt power against Ms. Dean based on a fatally  
 20 defective Notice and failure to identify whether Ms. Dean's conduct was willful, which Order she violated  
 21 and its date, and how she violated the unspecified Order renders the OSC re Contempt without merit.

22 The power of contempt is a potent and harsh weapon that must be exercised judiciously. *See Bloom*  
 23 *v. Illinois*, 391 U.S. 194, 202 (1968) (the contempt power is uniquely "liable to abuse"); *Philadelphia*  
 24 *Marine Trade Ass'n*, 389 U.S. 64, 76 (1967)("The judicial contempt power is a potent weapon" and "it can  
 25 be a deadly one."). The contempt power is to be used sparingly. *Chambers v. NASCO, Inc.*, 501 U.S. 32, 44  
 26 (1991) ("Because of their very potency, inherent powers must be exercised with restraint and discretion")  
 27 (citing *Roadway Express, Inc. v. Piper*, 447 U.S. 752, 764 (1980). "[T]he contempt power also uniquely is  
 28 'liable to abuse.'" *International Union, United Mine Workers of America v. Bagwell*, 512 U.S. 821, 831  
 (1994) (quoting *Bloom v. Illinois*, 391 U.S. 194, 202 (1968) and *Ex parte Terry*, 128 U.S. 289, 313 (1888)).  
 "[T]he courts have long been cognizant of the enormous potential for abuse in the contempt power, which is  
 the only area of our jurisprudence in which the functions of prosecutor, judge, and jury merge and are held  
 by a single individual." *Kallins v. Superior Court of California*, 2002 WL 500765, at \*10 (N.D. Cal. Mar.

19, 2002), *aff'd in part, rev'd in part*, 74 F. App'x 707 (9th Cir. 2003).

In this case the Receiver's abuse of the Contempt power is not only unreasonable, but also has subjected Ms. Dean to extreme emotional distress by placing her in a legal vice where if she complies with the Receiver's Orders she violates Arizona law and her Clients demands upon her. (*See* Motion for Leave to File Complaint in Intervention). The Receiver's misconduct and misuse of the most potent weapon in the law constitutes bad faith and was made in violation of 28 U.S.C. section 754, failure to give proper notice, failure to name Ms. Dean's other five (5) clients, and the failure to provide any evidence or testimony to demonstrate to justify a baseless OSC re Contempt and Turn Over Order. The Court should strike the Receiver's Motion as jurisdictionally void.

**C. Ms. Dean Has No Ability to Turn Over Funds**

**1. Ms. Dean has five (5) other clients to be considered**

The Receiver never states in his Motion the jurisdictional requirement that Ms. Dean has the ability to comply with the turn over demand. *United States v. Rylander*, 460 U.S. 752, 757 (1983) ("In a civil contempt proceeding such as this, of course, a defendant may assert a present inability to comply with the order in question."). Ms. Dean has five (5) other Clients, each of whom signed her Attorney Client Agreement, and are not parties to this proceeding. The Receiver has made no claim against them. Ms. Dean owes fiduciary duties to Clients to follow their instructions not to turn over the property. Ms. Dean's other five (5) Clients could sue her if she turns over funds because some Receiver demanded she give away their property, and she will face potential sanction by the Arizona Bar.<sup>3</sup> *Employers Reinsurance Corp. v. GMAC Ins.*, 308 F. Supp. 2d 1010, 1016 (D. Ariz. 2004)(Arizona rules of professional conduct requires attorney should segregate and hold disputed property and file interpleader where dispute cannot in good faith be resolved amicably); *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 trust account when faced with competing demand on the money was sanctionable conduct).

Ms. Dean cannot comply with the Receiver's request for her to turn over funds which are claimed by

<sup>3</sup> ABA Model Rule 1.5 provides: "(a) A lawyer shall hold property of clients or third persons that is in a lawyer's possession in connection with a representation separate from the lawyer's own property.... [¶] (e) When in the course of representation a lawyer is in possession of property in which two or more persons (one of whom may be the lawyer) claim interests, the property shall be kept separate by the lawyer until the dispute is resolved." Comment [1] to Rule 1.15 states "A lawyer should hold property of others with the care required of a professional fiduciary." *United States v. Brooks*, 122 F.3d 1074 (9th Cir. 1997)(attorney has "fiduciary duty to safeguard his client's property."); *In re Hayes*, 183 F.3d 162, 168 (2d Cir.1999) (an attorney has fiduciary duties to his or her client include the duty to safeguard client property).



1 her other five (5) Clients who are neither a party to the April 21, 2022, freeze Order nor the June 3, 2022,  
 2 Receivership Order. *Falstaff Brewing Corp. v. Miller Brewing Co.*, 702 F.2d 770, 781 (9th Cir. 1983)(“The  
 3 power to impose coercive sanctions to compel obedience to an order in a civil contempt is limited by the  
 4 individual's ability to comply with the court's order.”). The Receiver’s demand for their money is beyond  
 5 the Receiver’s rights and an extraordinary abuse of process. *Maggio v. Zeitz*, 333 U.S. 56, 72–74  
 6 (1948)(“Moreover, the authorities relied upon in Chief Justice Taft's opinion [in *Oriel v. Russell*, 278 U.S.  
 7 358, 364 (1929)] make it clear that his decision did not contemplate that a coercive contempt order should  
 8 issue when it appears that there is at that time no willful disobedience but only an incapacity to comply.”)

9 Arizona law recognizes that joint clients give rise to an attorney’s fiduciary obligations to both  
 10 clients. *Paradigm Ins. Co. v. Langerman L. Offs., P.A.*, 196 Ariz. 573, 578, 2 P.3d 663, 668 (Ct. App. 1999),  
 11 *vacated in part*, 200 Ariz. 146, 24 P.3d 593 (2001) (attorney may represent insurer and insured as joint  
 12 clients with duties toward each client). Nevada Courts also recognize that joint clients gives rise to an  
 13 attorney’s joint fiduciary duties to each of the attorney’s clients. *Charleson v. Hardesty*, 839 P.2d 1303,  
 14 1306 (Nev. 1992)(attorney who represented trust also represented the beneficiaries with joint fiduciary  
 15 duties to each of the attorney’s clients).

16 In *Lund v. Donahoe*, 227 Ariz. 572, 583, 261 P.3d 456, 467 (Ct. App. 2011), the Court stated:

17 “Our concern for the lack of due process also extends to the court's imposition of contempt  
 18 sanctions. A finding of civil contempt requires that the contemnor (1) has knowledge of a lawful  
 19 court order, (2) has the ability to comply and (3) fails to do so. *See generally Ong Hing*, 101 Ariz.  
 20 92, 416 P.2d 416; *State v. Cohen*, 15 Ariz.App. 436, 440, 489 P.2d 283, 287 (1971). In this case, we  
 21 have held that the court's order compelling disclosure of communications within the scope of the  
 22 CIA [Common Interest Agreement] was not lawful. Accordingly, the finding of contempt based on  
 23 noncompliance with that order was error. And from the trial court's perspective, it should have been  
 24 apparent at a minimum that counsel's invocation of privilege created a substantial question worthy of  
 25 review before a finding of contempt. Moreover, because the Attorneys faced ethical constraints on  
 26 their ability to answer the court's questions, they lacked the immediate ability to comply with the  
 27 court's order.”

28 Ms. Dean lacks the immediate ability to comply with the Receiver’s directive to turn over funds  
 because she has joint clients who have given her contrary instructions. *Falstaff Brewing Corp. v. Miller  
 Brewing Co.*, 702 F.2d 770, 781 (9th Cir. 1983)(“No matter how reprehensible the conduct is it does not  
 ‘warrant issuance of an order which creates a duty impossible of performance, so that punishment can  
 follow.’ *Maggio*, 333 U.S. at 64, 68 S.Ct. at 405.”). Ms. Dean’s five (5) other clients have a direct claim  
 against the funds, and they are neither subjects to the Court’s April 21, 2022, freeze Order, nor the June 3,  
 2022, Receivership Order. Ms. Dean cannot violate the rights of her five (5) other clients.

## 2. The Receiver has failed to give notice to Ms. Dean’s other Clients

On the most fundamental level, the Receiver knows that Ms. Dean has six (6) Clients who gave her

1 money, and that only one of them is Jeffrey Judd. Ms. Dean provided her Attorney-Client Agreement to the  
 2 Receiver on June 24, 2022, with a full explanation of her Clients' ownership of the property and Ms. Dean's  
 3 fiduciary duties to her other clients. (Dean Declaration & Exhibits "B" & "D"). No matter what the  
 4 Receiver's ill-conceived view might be, the other five (5) Clients have no notice of this proceeding, and the  
 5 Receiver's blatant violation of due process to take money which does not belong to the Receiver with no  
 6 notice or opportunity to be heard from the other five (5) Clients is inexcusable. *Mathews v. Eldridge*, 424  
 7 U.S. 319, 333 (1976) ("The fundamental requirement of due process is the opportunity to be heard "at a  
 meaningful time and in a meaningful manner.").

8 This Court is faced with a Receiver who knowingly violated 28 U.S.C. section 754 by failing to file  
 9 in Arizona. On top of that inexcusable failure, the Receiver has improperly threatened Ms. Dean with jail  
 10 and attorneys' fees and has demonstrated the most fundamental failures and abuse of process in bringing a  
 11 Contempt proceeding against an attorney without probable cause. The Receiver has engaged in wholesale  
 12 false statements and creation of fictions having no basis in fact, only to then have the Receiver knowingly  
 13 and willfully attempt to threaten Ms. Dean, an attorney who is duty bound by Arizona law to keep the  
 14 property in her Trust Account, with contempt of Court while failing to give notice to the other five (5)  
 15 claimants of the funds. *Wolff v. McDonnell*, 418 U.S. 539, 557-558 (1974) (rights to notice, opportunity to  
 be heard, and a hearing is required before an individual is deprived of a property interest).

16 The monies delivered to Ms. Dean on March 30, 2022, pursuant to her March 25, 2022, Attorney-  
 17 Client Agreement, belong jointly to all six (6) of the Clients who had an undivided one-sixth (1/6th) interest  
 18 in the property. Ms. Dean sent the Receiver \$48,940 on June 24, 2022, represented more than one-sixth  
 19 (1/6th) of the funds and the unearned portion of her fees, in an attempt to resolve this matter. However, the  
 20 Receiver demanded the balance of the funds. *Roadway Express, Inc. v. Piper*, 447 U.S. 752, 767 (1980)  
 21 (due process, notice of hearing, and opportunity to be heard are mandatory when the court exercises its  
 22 powers to take property of another). The Trustee's misconduct of knowingly violating the rights of Ms.  
 23 Dean's five (5) other Clients to take money without consent, notice, or opportunity to be heard can only be  
 24 described as outrageous. *Sniadach v. Family Finance Corp.*, 395 U.S. 337, 341-42 (1969) (notice and  
 opportunity to be heard are the most fundamental aspects of due process).

### 25 **3. Ms. Dean cannot violate the instructions of her other five (5) clients**

26 Ms. Dean cannot comply with the Receiver's request or any Court Order for her to turn over funds  
 27 because she has five (5) other Clients who are not subject to the Court's or the Receiver's instructions.  
 28 They will not permit her to turn over money to the Receiver, and none of the five (5) Clients have ever been  
 adjudicated as having any funds belonging to the Receiver. Should Ms. Dean face the prospect of a



1 contempt citation and jail to coerce her to turn over these funds, she has no ability to do so, and Ms. Dean  
 2 does not have the key to her own freedom. *Gompers v. Bucks Stove and Range Co.*, 221 U.S. 418, 442  
 3 (1911). (the civil contemnor is said to "[carry] the keys of his prison in his own pocket.").

4 The historical basis for denying criminal procedural protections in civil contempt is that the  
 5 contemnor can purge the Contempt and end his confinement by compliance. "A court may not impose  
 6 punishment in a civil contempt proceeding when it is clearly established that the alleged contemnor is  
 7 unable to comply with the terms of the order." *Turner v. Rogers*, 564 U.S. 431, 442 (2011) (internal  
 8 quotation and citation omitted); *United States v. Rylander*, 460 U.S. 752, 757 (1983); *United States v.*  
 9 *Bryan*, 339 U.S. 323, 330, 70 S.Ct. 724 (1950); 17 Am. Jur. 2d, *Contempt* § 141(2022) ("The inability of an  
 10 alleged contemnor, without fault, to obey an order or decree of the court generally is recognized as  
 11 absolving the contemnor from being held in contempt for violating the order or decree. Such a defense is  
 12 effective only where, after using due diligence, the person is still not able to comply with the order. If one  
 13 does all one can to comply with an order made by competent authority, one will not be punished for  
 14 noncompliance because of the recalcitrance of others." (footnotes and citations omitted)).

15 In *Falstaff Brewing Corp. v. Miller Brewing Co.*, 702 F.2d 770, 781 (9th Cir. 1983), the Court  
 16 stated:

17 "Conditioning an order of contempt on the performance of an impossible act, for the purpose of  
 18 punishing a contemnor for its incapacity to perform the act, does not square with the Supreme  
 19 Court's admonishment that '[e]very precaution should be taken that orders issue ..., only after legal  
 20 grounds are shown and only when it appears that obedience is within the power of the party being  
 21 coerced by the order.' *Maggio v. Zeitz*, 333 U.S. 56, 69, 68 S.Ct. 401, 408, 92 L.Ed. 476 (1948).  
 22 The power to impose coercive sanctions to compel obedience to an order in a civil contempt is  
 23 limited by the individual's ability to comply with the court's order. *Shillitani v. United States*, 384  
 24 U.S. at 371, 86 S.Ct. at 1536; *Maggio*, 333 U.S. at 72-73, & n. 6, 76, 68 S.Ct. at 409-410 & n. 6,  
 25 411. No matter how reprehensible the conduct is it does not "warrant issuance of an order which  
 26 creates a duty impossible of performance, so that punishment can follow." *Maggio*, 333 U.S. at 64,  
 27 68 S.Ct. at 405. If the record establishes that there in fact is a present inability to comply with a  
 28 production order, the "civil [contempt] inquiry is at an end" insofar as the court may coerce  
 compliance because obedience to the order is no longer within the contemnor's power. *Id.* at 74, 68  
 S.Ct. at 410 (quoting *In re Epstein*, 206 F. 568, 569 (E.D.Pa.1913) *aff'd sub nom. Epstein v.*  
*Steinfeld*, 210 F. 236 (3rd Cir.1914); see also *id.* at 72-73 & n. 6; *United States v. Meeks*, 642 F.2d  
 732 (5th Cir.1981) (coercive civil contempt order vacated because of contemnor's inability to  
 comply; reviewing court stated that its order did not ban criminal contempt proceedings)."

29 The Court in *Gompers v. Buck's Stove & Range Co.*, 221 U.S. 418 (1911), found that a twelve month  
 30 sentence imposed on Samuel Gompers for violating an anti-boycott injunction was a criminal penalty, not a  
 31 civil one as Gompers was "furnished no key" to get out of the jail house. *Id.* at 442. Where a contemnor  
 32 has the ability to comply with the underlying order a jury trial and criminal procedural rights are not  
 33 afforded. In *Shillitani v. United States*, 384 U.S. 364, 371 (1966), the Court held that there was no ability to

1 comply with an order to testify once the grand jury had dissolved and that the contemnor in that case must  
 2 be released. In *United States v. United Mine Workers of Am.*, 330 U.S. 258, 331 (1947), Justice Frankfurter,  
 3 concurring, stated “Where the court exercises such coercive power, however, for the purpose of compelling  
 4 future obedience, those imprisoned ‘carry the keys of their prison in their own pockets.’”

In *Int'l Union, United Mine Workers of Am. v. Bagwell*, 512 U.S. 821, 828 (1994), the Court found:

5 “Imprisonment for a fixed term similarly is coercive when the contemnor is given the option of  
 6 earlier release if he complies. *Shillitani v. United States*, 384 U.S. 364, 370, n. 6, 86 S.Ct., 1531,  
 7 1536, n. 6, 16 L.Ed.2d 622 (1966) (upholding as civil ‘a determinate [2-year] sentence which  
 8 includes a purge clause’). In these circumstances, the contemnor is able to purge the contempt and  
 9 obtain his release by committing an affirmative act, and thus “‘carries the keys of his prison in his  
 own pocket.” *Gompers*, 221 U.S., at 442, 31 S.Ct., at 498, quoting *In re Nevitt*, 117 F. 448, 451  
 (CA8 1902)’.”

10 Ms. Dean does not carry the keys to the jail house in her own pocket, and she has no ability to purge  
 11 any alleged Contempt. Her other five (5) clients have instructed her that the funds she holds are for their  
 12 representation and that she may not part with those funds. To hold her in contempt would be an  
 13 extraordinary abuse and an unthinkable punitive action resulting in a criminal contempt because she has no  
 14 ability to comply with the Receiver’s request and does not hold the key to her own freedom.

15 **D. Ms. Dean Does Not Hold Funds Belonging to Jeffrey Judd**

16 **1. The Receiver has made no showing all of the funds belong to Jeffrey Judd**

17 The funds in Ms. Dean’s Trust Account belonged to Ms. Dean as earned fees. Her five (5) other  
 18 Clients, from whom she received the funds, are claimants. When she turned over \$48,960 to the Receiver,  
 19 she turned over any possible amount attributable to Jeffrey Judd and she then held no money in her account  
 20 to which Jeffrey Judd had any claim as a beneficiary or otherwise. The Receiver has failed to establish any  
 21 right or entitlement to those remaining funds, identify their nature or ownership, or set forth any evidence  
 22 that the funds are Receivership property. The Receiver has made no showing that any of the funds Ms.  
 23 Dean holds belong to Jeffrey Judd, and the Affidavits in support of the Contempt proceeding are fatally  
 24 defective. *Autotech Techs. LP v. Integral Rsch. & Dev. Corp.*, 499 F.3d 737, 751 (7th Cir. 2007) (“One  
 25 consequence of this failure [to submit sufficient affidavits in support of contempt] was that it neglected to  
 26 provide enough information to carry its burden of proof.”).

27 The Receiver states in unsworn argument in his Memorandum:

28 “Ms. Dean has admitted that she received \$250,000 from Judd which she held in trust on his behalf.”  
 (Receiver 8-1-22 memo, p. 8, line 12).

However, Ms. Dean has said no such thing. This statement is outrageous and incompetent unsworn  
 attorney argument having no value or basis in fact. *United States v. Polizzi*, 801 F.2d 1543, 1558 (9th Cir.  
 1986) (“statements and argument of counsel are not evidence.”). The Receiver points to no such admission,



1 and the Receiver has created from fiction a statement which never took place by using an unsworn  
 2 memorandum containing the baseless argument of counsel to which neither Affiant Hendricks nor Zaro are  
 3 willing to make part of their sworn statements. *United States v. Alexander*, 2014 WL 4976911, at \*1 (N.D.  
 4 Ill. Oct. 6, 2014) (unsworn arguments of counsel are not evidence). The claim is a phantom with no  
 5 evidence and a creation from blue sky and whole cloth from a Receiver who has filed a bad faith contempt  
 6 proceeding in violation of 28 U.S.C. section 754 with no evidence. *Kramer v. N. Coast Vill.*, 2007 WL  
 7 2120221, at \*4 (D.P.R. June 5, 2007) ("Unsworn arguments of counsel and 'unsupported allegations in [the  
 8 non-moving party's] memorandum or pleadings are insufficient'") (*quoting Schoch v. First Fidelity  
 Bancorporation*, 912 F.2d 654, 657 (3d Cir.1990).

9 The Receiver states:

10 "Through this Motion, the Receiver seeks an order compelling Kamilie Dean to turn over the  
 11 \$201,060 she is holding in funds she received from Defendant Jeffrey J. Judd ("Judd") and an  
 accounting relating to the same." (Receiver 8-1-22 Memo 3, lines 8-10).

12 However, Ms. Dean received funds from all of her Clients, and not just Jeffrey Judd. The Receiver's  
 13 statement is made in bad faith. The Receiver has acknowledged as set forth below that the Receiver does  
 14 not know who previously owned the funds in Ms. Dean's account, where they came from, or whether they  
 15 are Receivership property. These funds previously belonged to all six (6) of Ms. Dean's clients. and they  
 were not "received from Defendant Jeffrey J. Judd."

## 16 **2. The receiver's attempt to hold Ms. Dean in contempt based on speculation**

17 The Receiver acknowledges:

18 "The Receiver has received conflicting information regarding the manner in which Ms. Dean  
 19 received the funds and it is unclear at this time if Ms. Dean received the funds directly from Judd or  
 20 if another law firm that received funds from Judd wired the same to Ms. Dean on his behalf.  
 Additionally, the Receiver has not seen an accounting relating to the funds received by Ms. Dean  
 and reserves the right to revise his demand for turnover." (Receiver 8-1-22 Memo, p. 3, lines 23-25).

21 However, the Receiver's hearsay "conflicting information" received from unknown sources is not  
 22 evidence, and what the hearsay information might be upon which the Receiver bases this statement was not  
 23 identified. *Automatic Radio Mfg. Co. v. Hazeltine Research, Inc.*, 339 U.S. 827, 831 (1950)(affidavits made  
 24 on information and belief without personal knowledge are inadmissible hearsay). The Receiver has engaged  
 25 in wholesale speculation, innuendo, and hearsay. *United States v. Ventresca*, 380 U.S. 102, 122 (1965)  
 26 ("Moreover, there is not a single statement in the affidavit that could not well be hearsay on hearsay or some  
 27 other multiple form of hearsay."). The Receiver provides no evidence or testimony to support these claims  
 28 *In re Dual-Deck Video Cassette Recorder Antitrust Litig.*, 10 F.3d 693, 695 (9th Cir. 1993) ("The party  
 alleging civil contempt must demonstrate that the alleged contemnor violated the court's order by "clear and

1 convincing evidence,” not merely a preponderance of the evidence. *Vertex*, 689 F.2d at 889.”). The Kara  
 2 Hendricks and David Zaro Affidavits fail to identify any evidentiary basis for their baseless claim that the  
 3 funds Ms. Dean holds are Receivership funds. Their Affidavits are filled with hearsay and lack personal  
 4 knowledge. *Bright v. Dennis Garberg & Assocs., Inc.*, 2012 WL 12785034, at \*1 (C.D. Cal. Dec. 14, 2012)  
 5 (affidavit which stated “It is my understanding” was based on hearsay and inadmissible in evidence).

6 The Receiver has ignored that Ms. Dean earned the \$201,060 before she ever received notice of the  
 7 Receivership Order. The testimony from Ms. Hendricks and Mr. Zaro is inadmissible hearsay. *Milton H.*  
 8 *Greene Archives, Inc. v. CMG Worldwide, Inc.*, 2008 WL 11334030, at \*10 (C.D. Cal. Mar. 17, 2008)  
 9 (“Greene states: “[I]t is my understanding from Cedco that CMG insisted that Cedco not pay royalties to  
 10 MHG [for use of an image in a calendar], but instead only a flat fee.... Had CMG not interfered, MHG  
 11 would have been paid royalties on sales.” [¶] Greene clearly offers Cedco's statements for the truth of the  
 12 matter, i.e., that CMG insisted it not pay royalties to MHG. Greene's statement that Cedco informed it that  
 13 CMG interfered is thus inadmissible hearsay”).

### 14 **3. The Receiver bears the burden of proof to establish the source of funds**

15 The Receiver argues:

16 “Numerous email correspondence and discussions were had between Ms. Dean and counsel  
 17 for the Receiver in June regarding the turnover of the \$250,000 she was provided by Judd. See,  
 18 Declaration of David Zaro, Esq. attached hereto as Exhibit 2 and email communication between Ms.  
 19 Dean and the law firm of Allen Matkins attached hereto as Exhibit 3.” (8-1-30 Receiver Memo, p. 5,  
 20 lines 8-11).

21 However, there is no email from Ms. Dean stating she received funds from Jeffrey Judd, and the  
 22 Receiver’s creation of a fiction from whole cloth with unsworn testimony is improper. *United States v.*  
 23 *Bracy*, 67 F.3d 1421, 1431 (9th Cir. 1995) (“statements, and arguments of counsel are not evidence in the  
 24 case”). There is no evidence to support the claim. The Receiver’s argument is an improper attempt to shift  
 25 the burden of proof from the Receiver who must establish the source of the funds in Ms. Dean’s account and  
 26 cannot do so because the funds came from her six (6) clients are in no manner tainted or from Jeffrey Judd.

27 “[T]he burden of proof in a turnover proceeding is at all times on the receiver or trustee; he must at  
 28 least establish a prima facie case. After that, the burden of explaining or going forward shifts to the other  
 party, but the ultimate burden or risk of persuasion is upon the receiver or trustee.” *Gorenz v. Illinois Dept.*  
*of Agriculture*, 653 F.2d 1179, 1184 (7th Cir.1981) (quoting 2 Collier on Bankruptcy, ¶ 23.10 (14th ed.  
 1976)). See also *Maggio v. Zeitz*, 333 U.S. 56, 64, (1948) (“It is evident that the real issue as to turnover  
 orders concerns the burden of proof that will be put on the trustee and how he can meet it. This Court has  
 said that the turnover order must be supported by ‘clear and convincing evidence,’ *Oriel v. Russell*, 278 U.S.  
 358, 49 S.Ct. 173, 174, 73 L.Ed. 419”). The receiver has the burden of establishing that the property subject



1 to a turnover request is receivership property. *Evans v. Robbins*, 897 F.2d 966, 968 (8th Cir. 1990)(burden  
2 is on the receiver to establish a prima facie case of ownership or entitlement to property). As part of his  
3 prima facie case, the trustee or receiver must demonstrate through clear and convincing evidence that the  
4 property or proceeds in question are a part of the estate. *Evans v. Robbins*, 897 F.2d 966, 968 (8th Cir.  
5 1990) (the burden of proof in a turnover proceeding is at all times on the receiver who must support the  
6 application with clear and convincing evidence).

7 The Receiver has no evidence, let alone clear and convincing evidence, that the funds in Ms. Dean's  
8 account are Receivership property. *Oriel v. Russell*, 278 U.S. 358, 362 (1929) (turnover order must be  
9 supported by "clear and convincing evidence"). The Receiver may not switch the burden of proof because  
10 this is a turnover proceeding where the Receiver is attempting to take away from Ms. Dean earned property  
11 that Ms. Dean has demonstrated belongs to her.

12 **E. Ms. Dean Incurred \$201,060 in Attorney's Fees as a BFP**

13 The receiver never once mentions that Ms. Dean earned the \$201,060 in good faith as a bona fide  
14 purchaser and seller of services for value prior to learning of the Receiver's Order. The Receiver has failed  
15 to inform the Court that Ms. Dean has told the Receiver she had no notice or knowledge of any tainted  
16 funds, impropriety, or illegality of the funds before she incurred \$201,060 in attorney's fees. Ms. Dean  
17 incurred the fees on an emergency basis to comply with SEC subpoenas before the Receiver was appointed,  
18 and it was the SEC, who is the Plaintiff in this case and who knew Ms. Dean was incurring the fees against  
19 the funds in her possession. The SEC and Receiver seek to take advantage of their own demands for  
20 emergency subpoena compliance which forced Ms. Dean to incur the emergency fees in the first instance.

21 Where a party takes property in good faith, provides valuable consideration, and has no notice of any  
22 fraud associated with the property, the taker becomes a bona fide holder in good faith which cuts off the  
23 prior owner or possessor's claims. *Hunnicuttt Const., Inc. v. Stewart Title & Tr. of Tucson Tr. No. 3496*, 187  
24 Ariz. 301, 306, 928 P.2d 725, 730 (Ct. App. 1996) (Section 172 of the Restatement (First) Restitution  
25 (1937) applies to Arizona and "[t]he bona fide purchaser is not only entitled to retain the property free from  
26 trust, but he is under no personal liability for its value"). The bona fide holder for value without notice of  
27 property which was previously obtained by fraud cuts off the prior owner's rights. *In re Seaway Exp.*  
28 *Corp.*, 912 F.2d 1125, 1128-29 (9th Cir.1990). Under modern law, a person who obtains property by fraud  
can transfer good title to a bona fide purchaser without notice. See U.C.C. § 2-403 (1976); *Butler v.*  
*Farmers Ins. Co. of Arizona*, 126 Ariz. 371, 373, 616 P.2d 46, 48 (1980)(bona fide purchaser of automobile  
who has a financial investment in the property and believes himself to be in lawful possession of the vehicle  
can obtain ownership and has an insurable interest in the vehicle).

1 In *Hunnicuttt Const., Inc. v. Stewart Title & Tr. of Tucson Tr. No. 3496*, 187 Ariz. 301, 307, 928 P.2d  
2 725, 731 (Ct. App. 1996), the Court stated:

3 “A BFP must purchase property in good faith, for value, and without notice. *Davis v. Kleindienst*, 64  
4 Ariz. 251, 258, 169 P.2d 78, 82 (1946). A lender with a security interest in property can be a BFP.  
5 *See, e.g., Tucson Federal Savings & Loan Ass'n v. Sundell*, 106 Ariz. 137, 140–42, 472 P.2d 6, 9–10  
6 (1970); Restatement (First) of Restitution § 172 cmt. c (1937) (rule as to BFP applicable ‘not only to  
7 absolute transfers, but also to transfers as security, to mortgages, pledges and legal liens.’). A person  
8 has notice ‘when he knows facts which would lead a reasonably intelligent and diligent person to  
9 inquire whether there are circumstances which would give rise to a constructive trust.’ Restatement  
10 (First) of Restitution § 174 (1937).”

11 The *Hunnicuttt Construction* Court went on to state:

12 “When it acquired and recorded its deed of trust, Commonwealth had no actual notice of  
13 Hunnicutt's claim to an equitable lien. Hunnicutt had no recorded interest in the property until it  
14 recorded its judgment in July 1994. Prior to the closing of its loan in April 1991, Commonwealth's  
15 title search revealed several mechanics' liens of other contractors on the property, but no liens or  
16 other claimed interest on Hunnicutt's part.

17 “Similarly, Hunnicutt failed to establish that when Commonwealth's deed of trust was  
18 recorded in April 1991, it should have known of Hunnicutt's claimed equitable interest or of any  
19 fraudulent conduct on Ultra's part that could give rise to a constructive trust. Hunnicutt points to  
20 Commonwealth's October 1990 financial statement relating to the Ultra loan, which reflected that  
21 Ultra owed a contractor \$217,682. The trial court did not err in finding that alone was not  
22 constructive notice to Commonwealth that Hunnicutt had a constructive trust or any other equitable  
23 lien on the property.” *Id.*

24 In this case, Ms. Dean had no notice of any fraud or taint when she acquired the \$250,000 into her  
25 Trust account from her six (6) clients. In good faith, and without any notice of the Receiver's claims she  
26 provided \$201,060 in actual work, labor, and services.<sup>5</sup> Whatever rights the Receiver thinks he has to make  
27 claims against the property are contrary to Arizona law, and Ms. Dean is a bona fide holder for value  
28 without notice who has provided good and valuable services which are superior to the Receiver's claims.

Ms. Dean has filed a separate Motion for Leave to File Interpleader Action which sets forth that the  
summary proceedings of Contempt and Turn Over Order are jurisdictionally prohibited because she and her  
other five (5) clients claim an ownership interest in the funds in her Trust Account. Summary proceedings  
cannot resolve ownership disputes and a full plenary proceeding with a Complaint, discovery, and jury trial

<sup>5</sup> On June 24, 2022, Ms. Dean, in an effort to deal with the bad faith and abusive claims from the Receiver, sent the receiver \$48,940 which represented the unused portion of the Retainer fee as of the date she learned about the Receiver's existence. These funds represented far more than any portion of the funds to which Jeffrey Judd's one-sixth (1/6th) beneficial interest in the funds might be attributed. Ms. Dean's accompanying Letter stated that her security interest and attorney's lien attached to the \$48,940 and she would make a claim for those funds when appropriate. (Dean Declaration & Exhibit “D”). However, Ms. Dean's effort to satisfy the Receiver were futile and the Receiver has continued to make bad faith claims with no evidence and abusive threats of contempt of court without basis.



1 Complaint, discovery, and jury trial are required for any such determination. Ms. Dean requests the Court  
2 not to permit the Receiver to engage in jurisdictionally void activities and the abuse which the Receiver's  
3 Motion has displayed.

4 **III.**

**CONCLUSION**

5 For the forgoing reasons, Non-Party Kamille Dean requests that her Motion to Strike Receiver's  
6 Motion for OAC re Contempt and Turn Over Order be granted.

7 August 15, 2022

KAMILLE DEAN

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9 By: \_\_\_\_\_  
10 Kamille Dean  
11 Attorney in Pro Se  
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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**

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