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

10 **IN THE UNITED STATES DISTRICT COURT**

11 **FOR THE DISTRICT OF NEVADA**

12 SECURITIES AND EXCHANGE COMMISSION,

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

13 Plaintiff,

14 vs.

**COURT-APPOINTED RECEIVER
GEOFF WINKLER'S MOTION FOR
ORDER AUTHORIZING RECEIVER
TO EMPLOY COUNSEL**

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

20 Defendants,

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

26 Relief Defendants.

27 ///

28 ///

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COURT-APPOINTED RECEIVER GEOFF WINKLER’S MOTION FOR ORDER
AUTHORIZING RECEIVER TO EMPLOY COUNSEL

Comes now, Geoff Winkler, the Court-appointed Receiver (the “Receiver”) for J&J Consulting Services, Inc., an Alaska corporation; J&J Consulting Services, Inc., a Nevada corporation; J and J Purchasing LLC; The Judd Irrevocable Trust; and BJ Holdings LLC, and over the Wells Fargo Interest on Lawyers' Trust Account ending in 5598 and held in the name of Beasley Law Group PC, along with the personal assets of Matthew Wade Beasley; Jeffrey J. Judd; Christopher R. Humphries; Shane M. Jager; Jason M. Jongeward; Denny Seybert; and Roland Tanner (collectively, the "Receivership Defendants"), and hereby submits the following Motion for Order Authorizing Receiver to Employ Counsel.

This Motion is based upon the attached Memorandum of Points and Authorities, the Declarations of Kara B. Hendricks and Joshua A. del Castillo filed concurrently herewith, the pleadings and papers on file herein, and such other and further arguments and evidence as may be presented to the Court in connection with the Motion.

Respectfully submitted this 10th day of June 2022

GREENBERG TRAUIG, LLP

By: /s/ Kara B. Hendricks

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Nevada Bar No. 07743
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Attorneys for Geoff Winkler, Receiver for J&J Consulting Services, Inc., J&J Consulting Services, Inc., J and J Purchasing LLC, The Judd Irrevocable Trust, and BJ Holdings LLC

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MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

On June 3, 2022, this Court entered an order appointing Geoff Winkler of American Fiduciary Services LLC (“Winkler” or the “Receiver”) to serve as the receiver for the estates of the J&J Receivership Defendants, the assets of the Beasley IOLTA, and the assets of the Individual Receivership Defendants (collectively, the “Receivership Estate”) (ECF 88.) (the “Appointment Order”). American Fiduciary Services is not a law firm and does not have the services of an in-house counsel to represent the Receiver in this matter. Moreover, although Mr. Winkler holds a law degree, he does not currently practice law in the State of Nevada or any other state. Considering the complexity and urgency of the numerous legal and factual issues facing the Receivership Estate, and as contemplated by Paragraph 7(F) of the Appointment Order, the assistance of counsel is necessary to adequately carry out the Receiver’s duties and responsibilities under the Appointment Order. As a result, the Receiver has, subject to this Court’s approval, engaged the law firms of Greenberg Traurig, LLP (“GT”) and Allen Matkins Leck Gamble Mallory & Natsis LLP (“Allen Matkins”) to serve as his counsel in this matter. Pursuant to Local Rule 66-6, the Receiver hereby requests authorization and approval of the engagements of GT and Allen Matkins, and their respective compensation in accordance with the terms of the Appointment Order and as further set forth herein. Although the Receiver seeks authority to employ both GT and Allen Matkins as counsel, the Receiver, GT and Allen Matkins will strive to coordinate and avoid the duplication of effort.

II. RELEVANT BACKGROUND

The Securities and Exchange Commission (“SEC”) filed the complaint in this action on April 12, 2022. (ECF 1). On April 13, 2022, the SEC filed an *Ex Parte* Motion for Entry of Temporary Restraining Order and Orders (1) freezing assets; (2) requiring accountings; (3) prohibiting the destruction of documents; (4) granting expedited discovery; (5) order to show cause re: preliminary injunction by the SEC. (ECF 2). On April 21, 2022, this Court issued an order entering the requested preliminary injunction, asset freeze and other equitable relief. (ECF 56). On May 3, 2022 the SEC filed a Motion to Appoint Receiver and Related Relief requesting Winkler be appointed as the Receiver of the Receivership Estate. (ECF 67). On June 3, 2022, this Court entered the Appointment

1 Order granting the SEC’s request and establishing the terms of Winkler’s appointment as the Receiver
2 in this case. (ECF 88).

3 **III. LEGAL ARGUMENT**

4 “The power of a district court to impose a receivership...derives from the inherent power of
5 a court of equity to fashion effective relief.” *S.E.C. v. Wencke*, 622 F.2d 1363, 1369 (9th Cir. 1980).
6 The “primary purpose of equity receiverships is to promote orderly and efficient administration of the
7 estate by the district court for the benefit of creditors.” *S.E.C. v. Hardy*, 803 F.2d 1034, 1038 (9th
8 Cir. 1986). To accomplish the orderly and efficient administration of a receivership estate, the district
9 court holds broad discretion in determining the appropriate steps to be taken, which would
10 indisputably include the receiver’s ability to employ counsel.

11 “A district court’s power to supervise an equity receivership and to determine
12 the appropriate action to be taken in the administration of the receivership is
13 extremely broad. The district court has broad powers and wide discretion to
14 determine the appropriate relief in an equity receivership. The basis for this
15 broad deference to the district court’s supervisory role in equity receiverships
arises out of the fact that most receiverships involve multiple parties and
complex transactions.”

16 *SEC v. Capital Consultants, LLC*, 397 F.3d 733, 738 (9th Cir. 2005) (internal citations omitted).
17 Based on this framework, the Ninth Circuit will “generally uphold reasonable procedures instituted
18 by the district court that service this purpose.” *Hardy*, 803 F.2d at 1038; *see also CFTC v. Topworth*
19 *Int’l, Ltd.*, 205 F.3d 1107, 1115 (9th Cir. 1999).

20 Accordingly, this Court holds the inherent power to permit the Receiver to employ counsel to
21 assist him in carrying out his duties and responsibilities. Paragraph 7(F) of the Appointment Order
22 permits the Receiver to:

23 “engage and **employ persons in his discretion**, subject to approval of the
24 Court, to assist him in carrying out his duties and responsibilities hereunder,
25 **including, but not limited to, accountants, attorneys**, securities traders,
26 registered representative, financial or business advisers, liquidating agents, real
estate agents, forensic experts, brokers, traders or auctioneers.” ECF No. 88 at
¶7(F) (emphasis added).

27
28 (ECF 88).

1 Pursuant to the Appointment Order, the Receiver has determined, in his discretion and reasonable
2 business judgment, that the assistance of GT and Allen Matkins is necessary to orderly and efficiently
3 administer the Receivership Estate given the breadth and complexity of the issues in this case.

4 **A. Employment and Compensation of GT and Allen Matkins.**

5 As noted herein, the Receiver does not practice law in the state of Nevada and American
6 Fiduciary Services LLC does not have the services of in-house counsel that could adequately assist
7 the Receiver in his duties under the Appointment Order. Based on the foregoing, the Receiver has
8 determined, in his reasonable business judgment, that the employment of GT and Allen Matkins is
9 necessary given the complex relationships between and among the entities subject to the control of
10 the Receiver, the related business and financial transactions in which they engaged, the numerous
11 defendants and potential relief defendants to be named, along with the numerous practical and legal
12 issues likely to arise in this matter, including in connection with the issuance of document requests or
13 demands, subpoenas, and the preparation of the reports and other documents necessitated by the
14 instant matter and the Receiver's efforts to marshal and recover assets, potentially via litigation, if
15 necessary.

16 Although the foregoing is not an exhaustive list, it is demonstrative of the reasons why
17 employment of two law firms is necessary in this case.¹ The employment of GT and Allen Matkins
18 will assist the Receiver in, among other things: (a) identifying, marshalling, preserving, managing,
19 and appropriately administering the assets of the Receivership Entities, including any cash, personal
20 property and real property assets; (b) addressing legal issues related to the administration of such
21 assets; (c) providing legal advice and support in connection with the Receiver's investigation and
22 attempts to marshal these assets, however and wherever held, including making demands for
23 identification and turnover of such assets as contemplated in the Appointment Order and evaluating
24 any available methods of recovering Receivership Assets where necessary; and (d) preparing the
25 submissions to the Court required by the Appointment Order.

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28 ¹ Due to the number of third parties in which subpoenas and the like may be necessary and conflicts that could arise with law firms, having two firms engaged will allow for division of work to avoid potential conflict concerns.

1 Based on the foregoing and in light of the following description of the services and rates of
2 both firms, the Receiver respectfully requests this Court authorize and approve the employment of
3 both GT and Allen Matkins.

4 **1. Greenberg Traurig, LLP**

5 GT was chosen by the Receiver as Nevada counsel based on GT's expertise and ability to
6 adequately represent the Receiver and assist in the duties and obligations under the Appointment
7 Order and the firms local contacts in Las Vegas and surrounding areas. GT is AV rated by Martindale
8 Hubbell and has an excellent reputation in the legal community. Moreover, GT has extensive
9 experience in all areas of litigation as well as in receivership matters. The Receiver anticipates lead
10 counsel on this case being Kara B. Hendricks with attorneys Jason R. Hicks, Kyle A. Ewing, and
11 Christian T. Spaulding primarily assisting. GT also anticipates utilizing paralegal services whenever
12 possible to minimize cost and increase efficiency. The biographies of each attorney are attached as
13 Exhibit 1 to the Declaration of Kara B. Hendricks ("Hendricks Decl."), attached hereto as **Exhibit A**.

14 Kara Hendricks is a shareholder in GT's Las Vegas office and has over 20 years of experience
15 litigating matters as well as working with companies to resolve disputes outside of the litigation
16 context. Exh. A, Hendricks Decl. at ¶ 6. Ms. Hendricks is experienced representing businesses in all
17 manners of contract disputes, litigating products liability matters, handling catastrophic injury cases,
18 defending civil rights claims, litigating employment non-compete agreements, handling derivative
19 suits, resolving property and construction defect disputes, assessing insurance coverage issues, and
20 has represented receivers appointed to handle matters involving insolvent insurance companies. *Id.*
21 Jason Hicks is also a shareholder in GT's Las Vegas office and has approximately nine years of
22 litigation experience including representing businesses and individuals in civil litigation matters. His
23 practice touches on all manners of disputes affecting businesses and professionals, and he has
24 experience representing clients in actions involving claims of breach of contract, breach of fiduciary
25 duty, shareholder derivative matters, fraud, misappropriation of trade secrets, employment,
26 trademark, governmental False Claims Act suits, product defect, and general liability matters, among
27 other areas. Mr. Hicks' practice spans across a variety of industries, such as casino and gaming,

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1 medicine and medical devices, live entertainment, banking, construction, technology, restaurant, and
2 media. *Id.* at ¶ 7.

3 Kyle Ewing and Christian Spaulding are associates in Las Vegas office and regularly practice
4 in both the state and federal district courts of Nevada. *Id.* at ¶ 8. Kyle Ewing has been practicing
5 since 2015 and has experience handling large scale and complex litigation in state and federal court.
6 *Id.* Likewise, Christian Spaulding has been practicing since 2016 and has experience handling large
7 scale and complex litigation in state and federal court. *Id.* As shareholders, Mrs. Hendricks and
8 Mr. Hicks will oversee GT's role in this matter with Mr. Ewing and Mr. Spaulding handling the bulk
9 of the research, drafting and administrative work required. *Id.* at ¶ 9. In addition to the foregoing,
10 GT may utilize the services of other attorneys and paralegals within the firm, to the extent additional
11 expertise or experience is needed. *Id.*

12 GT has agreed to discount its ordinary billing rates on this matter by fifteen percent (15%),
13 thereby providing a benefit to the Receiver. *Id.* at ¶ 10. As such, GT proposes the following rates for
14 the legal professionals to be involved in this case.

NAME	DESCRIPTION	REGULAR RATE	DISCOUNTED RATE
Kara B. Hendricks	Shareholder	\$565	\$480.25
Jason R. Hicks	Shareholder	\$425	\$361.75
Kyle A. Ewing	Associate	\$400	\$340.00
Christian T. Spaulding	Associate	\$375	\$318.75
Cynthia Ney	Paralegal	\$295	\$250.75

21
22 *Id.*

23 The above-described staffing arrangement is expected to maximize efficiency and minimize
24 costs to the Receivership Estate and reflects an effective utilization of available resources. *Id.* at ¶ 11.
25 Other GT attorneys and staff that work on this matter will also be billed at a 15% discount.

26 2. Allen Matkins Leck Gamble Mallory & Natsis LLP

27 In addition to employing GT, the Receiver also seeks to employ the law firm of Allen Matkins
28 because the firm is highly qualified to represent him in connection with this receivership and the

1 complex issues it presents, given Allen Matkins’ substantial experience and expertise in federal equity
2 receiverships, real estate, litigations, employment, corporate, and tax matters including assistance
3 with other matters in Nevada. *See, Exhibit B*, Declaration of Joshua A. del Castillo (the “del Castillo
4 Decl.”)

5 Allen Matkins has an active, prominent federal receivership practice and has represented
6 federal equity receivers in dozens of cases in federal proceedings nationwide. *Id.* at 4. Attached as
7 Exhibit 1 to the del Castillo Decl. is a list of representative cases where Allen Matkins has represented
8 court-appointed receivers and similar fiduciaries in federal actions. Attached as Exhibit 2 to the
9 del Castillo Decl. is an overview of the Allen Matkins firm. Allen Matkins has not represented and
10 has no relationship to any of the litigants in this matter. Exh. B, del Castillo Decl. at ¶ 5.

11 As with GT, Allen Matkins has agreed to provide the Receiver with a substantial discount
12 from its standard billing rates in this matter, given its apparent complexity and the amount of work
13 the Receiver may require. *Id.* at ¶ 6. Specifically, for this matter, Allen Matkins has agreed to apply
14 discounts ranging from 25% to 45% to all time-keepers, with partner rates capped at \$545 per hour,
15 associate rates capped at \$445 per hour, and paralegal rates capped at \$350 per hour, for the current
16 fiscal year. *Id.* Based on its estimation of the staffing needs for this matter, Allen Matkins anticipates
17 its proposed and substantially discounted rate structure will yield a blended rate of approximately
18 \$495 per hour.

19 In addition, Allen Matkins has agreed not to bill for travel time in connection with this matter,
20 and will only charge for out-of-pocket travel costs. *Id.* Allen Matkins understands and agrees that
21 payment of its fees and reimbursement of its expenses will be made only after service of monthly
22 statements of fees and expenses on all the parties, subject to written objection, in accordance with the
23 terms of the Appointment Order. *Id.* at ¶ 7.

24 At present, the Receiver anticipates that the Allen Matkins’ attorneys principally staffed on
25 this matter will be Joshua A. del Castillo, David R. Zaro, Matthew D. Pham, Karine Akopchikyan,
26 with potential assistance from Alexandra Jernigan. *Id.* at ¶ 8.

27 Mr. del Castillo, who will serve as the lead Allen Matkins attorney in this matter, is a
28 bankruptcy and creditors’ rights litigation partner at Allen Matkins, with over a decade of experience

1 representing federal equity, and state court, receivers. Exh. B, del Castillo Decl. at ¶ 9. Mr. Zaro is
 2 the head of Allen Matkins' receiverships practice, and likewise a bankruptcy and creditors' rights
 3 litigation partner, with decades of experience representing both federal and state-court receivers. *Id.*
 4 at ¶ 10. Mr. Zaro will serve as the Allen Matkins practice group lead on this matter. *Id.* Mr. Pham
 5 is a mid-level associate, with nearly ten years of bankruptcy and creditors' rights experience, including
 6 nearly four years as a judicial clerk in the California bankruptcy courts. *Id.* at ¶ 11. Ms. Akopchikyan
 7 is a mid-level, experienced commercial litigation associate. *Id.* at ¶ 12. Ms. Jernigan is a junior
 8 commercial litigation associate. *Id.* at ¶ 13. Biographies of these attorneys are attached to the
 9 del Castillo declaration submitted herewith as Exhibit 3 thereto. *Id.* at ¶ 14. The proposed rate
 10 structure for the more senior members of the anticipated Allen Matkins attorney group is as follows:

NAME	DESCRIPTION	CURRENT STANDARD RATE	DISCOUNTED RATE
David R. Zaro	Partner	\$930	\$545
Joshua A. del Castillo	Partner	\$715	\$545
Matthew D. Pham	Associate	\$460	\$445
Karine Akopchikyan	Associate	\$570	\$445

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18 *Id.* at ¶ 15.

19 Allen Matkins' proposed rate structure and anticipated staffing arrangement is expected to
 20 maximize efficiency and minimize costs to the Receivership Estate and reflects an effective utilization
 21 of available resources. *Id.* at ¶ 15.

22 The Receiver therefore respectfully requests that the Court authorize and approve the
 23 employment of Allen Matkins as counsel in accordance with the terms described herein.

24 3. Compensation of GT and Allen Matkins

25 GT and Allen Matkins have agreed not to accept compensation for services rendered in this
 26 matter except in accordance with the terms of this Motion and any Order entered thereon, and on the
 27 terms and conditions set forth in the Appointment Order. Ex. A, Hendricks Decl., ¶ 12; Ex. B,
 28 del Castillo Decl., ¶ 17. GT and Allen Matkins will also endeavor to use the person with the lowest

1 billing rate appropriate for the task to minimize professional expenses to the Estate, and each firm
2 understands and agrees that payment of fees and reimbursement of expenses will be subject to the
3 terms and requirements of the Appointment Order.

4 **4. Conflict/Connection With Other Parties**

5 To the best of the Receiver and his Professionals' knowledge, neither GT nor Allen Matkins,
6 nor any of those entities' employees hold an interest or represent any interest adverse to the parties in
7 this matter, or the Receivership Entities and their assets, and have no prior connections with any party.
8 Exh. A, Hendricks Decl. at ¶ 14.; Exh. B, de Castillo Decl. at ¶ 18.

9 **IV. CONCLUSION**

10 For the foregoing reasons, the Receiver respectfully requests this Court enter an Order authorizing
11 the Receiver to employ GT and Allen Matkins as his counsel in accordance with the terms described
12 herein.

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GREENBERG TRAUERIG, LLP

By: /s/ Kara B. Hendricks

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

CERTIFICATE OF SERVICE

I hereby certify that on **June 10, 2022**, I caused the foregoing document to be electronically filed with the Clerk of the Court using the CM/ECF system, which will send notification of such filing to the CM/ECF participants registered to receive such service.

/s/ Evelyn Escobar-Gaddi

An employee of GREENBERG TRAUIG, LLP

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

EXHIBIT	DESCRIPTION	
Exhibit A	DECLARATION OF KARA B. HENDRICKS	
	1	Attorney Biographies
	2	GT Engagement Agreement
Exhibit B	DECLARATION OF JOSHUA A. DEL CASTILLO	
	1	List of Representative Cases
	2	Allen Matkins Firm Overview
	3	Allen Matkins' Engagement Agreement
	4	Allen Matkins' Proposed Rate Structure and Anticipated Staffing Arrangement

EXHIBIT A

EXHIBIT A

Declaration of Kara B. Hendricks

1 KARA B. HENDRICKS, ESQ.
 Nevada Bar No. 07743
 2 KYLE A. EWING, ESQ.
 Nevada Bar No. 014051
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 7 *Attorneys for Geoff Winkler, Receiver for*
 8 *J&J Consulting Services, Inc., J&J Consulting Services, Inc.,*
 9 *J and J Purchasing LLC, The Judd Irrevocable Trust,*
and BJ Holdings LLC

10 **IN THE UNITED STATES DISTRICT COURT**
 11 **FOR THE DISTRICT OF NEVADA**

12 SECURITIES AND EXCHANGE COMMISSION,

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

13 Plaintiff,

14 vs.

**DECLARATION OF KARA B.
 HENDRICKS IN SUPPORT OF
 COURT-APPOINTED RECEIVER
 GEOFF WINKLER'S MOTION FOR
 ORDER AUTHORIZING RECEIVER
 TO EMPLOY COUNSEL**

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

20 Defendants,

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

25 Relief Defendants.
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1 **DECLARATION OF KARA B. HENDRICKS IN SUPPORT OF COURT-APPOINTED**
2 **RECEIVER GEOFF WINKLER’S MOTION FOR ORDER AUTHORIZING**
3 **RECEIVER TO EMPLOY COUNSEL**

4 I, KARA B. HENDRICKS, hereby declare as follows:

5 1. I am a duly licensed attorney, authorized to practice law in the state of Nevada. I am
6 a shareholder with the law firm of Greenberg Traurig, LLP, (“GT”) and am proposed counsel for
7 Geoff Winkler, the Court-appointed Receiver (the "Receiver") for J&J Consulting Services, Inc., an
8 Alaska corporation; J&J Consulting Services, Inc., a Nevada corporation; J and J Purchasing LLC;
9 The Judd Irrevocable Trust; and BJ Holdings LLC, and over the Wells Fargo Interest on Lawyers'
10 Trust Account ending in 5598 and held in the name of Beasley Law Group PC, along with the personal
11 assets of Matthew Wade Beasley; Jeffrey J. Judd; Christopher R. Humphries; Shane M. Jager; Jason
12 M. Jongeward; Denny Seybert; and Roland Tanner (collectively, the "Receivership Defendants") in
13 the above captioned matter.

14 2. I make this declaration in support of the Receiver’s motion for order authorizing
15 receiver to employ counsel (the “Motion”).

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

18 4. GT is AV rated by Martindale Hubbell and has an excellent reputation in the legal
19 community. Moreover, GT has extensive experience in all areas of litigation as well as in receivership
20 matters.

21 5. I anticipate being lead counsel on this case with attorneys Jason R. Hicks, Kyle A.
22 Ewing, and Christian T. Spaulding primarily assisting. GT also anticipates utilizing paralegal services
23 whenever possible to minimize cost and increase efficiency. The bios of each attorney are attached
24 hereto as **Exhibit 1** and a copy of GT’s engagement letter is attached hereto as **Exhibit 2**.

25 6. I have over twenty (20) years of experience litigating matters as well as working with
26 companies to resolve disputes outside of the litigation context. I am experienced representing
27 businesses in all manners of contract disputes, litigating products liability matters, handling
28 catastrophic injury cases, defending civil rights claims, litigating employment non-compete

1 agreements, handling derivative suits, resolving property and construction defect disputes, assessing
2 insurance coverage issues, and have represented receivers appointed to handle matters involving
3 insolvent insurance companies.

4 7. Jason Hicks is also a shareholder in GT's Las Vegas office and has approximately nine
5 (9) years of litigation experience including representing businesses and individuals in civil litigation
6 matters. His practice touches on all manners of disputes affecting businesses and professionals, and
7 he has experience representing clients in actions involving claims of breach of contract, breach of
8 fiduciary duty, shareholder derivative matters, fraud, misappropriation of trade secrets, employment,
9 trademark, governmental False Claims Act suits, product defect, and general liability matters, among
10 other areas. Mr. Hicks' practice spans across a variety of industries, such as casino and gaming,
11 medicine and medical devices, live entertainment, banking, construction, technology, restaurant, and
12 media.

13 8. Kyle Ewing and Christian Spaulding are associates in the Las Vegas office and
14 regularly practice in both the state and federal district courts of Nevada. Mr. Ewing has been
15 practicing since 2015 and has experience handling large scale and complex litigation in state and
16 federal court. Christian Spaulding has been practicing since 2016 and has experience handling large
17 scale and complex litigation in state and federal court.

18 9. As shareholders, myself and Mr. Hicks will oversee GT's role in this matter with
19 Mr. Ewing and Mr. Spaulding handling the bulk of the research, drafting and administrative work
20 required. In addition to the foregoing, GT may utilize the services of other attorneys and paralegals
21 within the firm, to the extent additional expertise or experience is needed.

22 10. GT has agreed to discount its ordinary billing rates on this matter by 15%, thereby
23 providing a benefit to the Receiver. As such, GT proposes the following rates for the legal
24 professionals involved in this case.

NAME	DESCRIPTION	REGULAR RATE	DISCOUNTED RATE
Kara B. Hendricks	Shareholder	\$565	\$480.25
Jason R. Hicks	Shareholder	\$425	\$361.75

NAME	DESCRIPTION	REGULAR RATE	DISCOUNTED RATE
Kyle A. Ewing	Associate	\$400	\$340.00
Christian T. Spaulding	Associate	\$375	\$318.75
Cynthia Ney	Paralegal	\$295	\$250.75

11. The above-described staffing arrangement is expected to maximize efficiency and minimize costs to the Receivership Estate and reflects an effective utilization of available resources. Other GT attorneys and staff that work on this matter will also be billed at a fifteen percent (15%) discount.

12. GT has agreed not to accept compensation for services rendered in this matter except in accordance with the terms of this Motion and any Order entered thereon, and on the terms and conditions set forth in the Appointment Order.

13. GT will endeavor to use the person with the lowest billing rate appropriate for the task to minimize professional expenses to the Estate, and understands and agrees that payment of fees and reimbursement of expenses will be subject to the terms and requirements of the Appointment Order.

14. To the best of my knowledge, neither GT nor its employees hold an interest or represent any interest adverse to the parties in this matter, or the Receivership Entities and their assets, and have no prior connections with any party.

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

Respectfully submitted this 10th day of June 2022

/s/ Kara B. Hendricks
 KARA B. HENDRICKS, ESQ.
 Declarant

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

EXHIBIT 1

EXHIBIT 1

ATTORNEY BIOGRAPHIES



Kara B. Hendricks

SHAREHOLDER

hendricksk@gtlaw.com

LAS VEGAS
D +1 702.938.6856
T +1 702.792.3773

Kara B. Hendricks has a broad range of experience in litigating matters as well as working with companies to resolve disputes outside of the litigation context. Kara is experienced representing businesses in all manners of contract disputes, litigating products liability matters, handling catastrophic injury cases, defending civil rights claims, litigating employment non-compete agreements, handling derivative suits, resolving property and construction defect disputes, assessing insurance coverage issues, and representing clients in adversary proceedings within the U.S. Bankruptcy Court. She also counsels charter schools and insurance clients regarding statutory and administrative issues and represents such clients in proceedings before Nevada regulatory bodies.

Prior to joining the firm, Kara served as General Counsel with the Nevada Insurance Guaranty Association. She also had a career in broadcast journalism.

Concentrations

- Complex commercial litigation
- Education
- Product liability litigation
- Insurance recovery and advisory
- Nevada administrative matters

Capabilities

[Litigation](#) | [Education](#) | [Rail & Transit](#)

Recognition & Leadership

Awards & Accolades

- Listed, *The Best Lawyers in America*, Commercial Litigation, 2021-2022
- Listed, Vegas Inc., "Top Lawyers," 2021
- Received letter of appreciation from the Federal Supreme Court of Ethiopia for providing pro bono work to the Child Justice Project Office ("CJPO")
- Listed, *Nevada Business* magazine, "Legal Elite," 2012 and 2016

Professional & Community Involvement

- Member, Clark County Bar Association
- Advisory Board Member, Special Olympics of Nevada
- Member, National Conference of Insurance Guaranty Funds, Litigation Committee
- Member, Charter School Association of Nevada

Credentials

Education

- J.D., University of Nevada, Las Vegas William S. Boyd School of Law, 2001
- Founding Member, Society of Advocates
- Second Place Finisher, National ABA Negotiation Competition, 2001

Admissions

- Nevada
- U.S. Court of Appeals for the Ninth Circuit
- U.S. District Court for the District of Nevada

- B.S., Communications, Southern Utah University, 1993
 - Broadcasting and Public Relations

Clerkships

- Hon. James Mahan, U.S. District Court for the District of Nevada

News, Insights & Events

June 28, 2021 PRESS RELEASE

Eight Greenberg Traurig Attorneys are Among Vegas Inc's Top Lawyers

April 09, 2020 PRESS RELEASE

Greenberg Traurigs Kara Hendricks Appointed to Advisory Board of Special Olympics of Nevada



Jason Hicks

SHAREHOLDER

hicksja@gtlaw.com

LAS VEGAS
T +1 702.792.3773

Jason Hicks is a member of the firm's litigation group and represents businesses and individuals in civil litigation matters. His practice touches on all manners of disputes affecting businesses and professionals, and he has experience representing clients in actions involving claims of breach of contract, breach of fiduciary duty, shareholder derivative matters, fraud, misappropriation of trade secrets, employment, trademark, governmental False Claims Act suits, product defect, and general liability matters, among other areas. Jason's practice spans across a variety of industries, such as casino and gaming, medicine and medical devices, live entertainment, banking, construction, technology, restaurant, and media. Jason's clients range from business executives for Fortune 500 companies, to professional athletes and musicians, to small business owners. He also counsels clients on how to avoid the pitfalls of litigation altogether.

Jason's experience also includes the representation of individuals and businesses being investigated, or having been charged, by the government with various white collar offenses, such as health care and financial fraud, extortion, money laundering, structuring, and conspiracies.

Jason has represented clients at all stages of litigation including at trial, sentencing, and on appeal.

He has been recognized as a *Best Lawyers* "Ones to Watch" honoree, a peer-reviewed award that acknowledges attorneys who are in the earlier stages of their careers and have achieved professional excellence in private practice.

Concentrations

- Commercial litigation
- Corporate litigation
- White collar criminal defense
- Employment litigation
- Pharmaceutical, medical device, and health care litigation
- Entertainment litigation

Capabilities

[Litigation](#) | [Pharmaceutical, Medical Device & Health Care](#) | [Pharmaceutical, Medical Device &](#)

[Health Care Litigation](#)

Experience

Civil Matters

- Obtained dismissal of all claims on behalf of professional football player in federal lawsuit concerning allegations of misconduct in a casino.
- Obtained dismissal of all claims on behalf of human resources executive in employment action.
- Obtained full dismissal on behalf of former limited liability company member in lawsuit alleging breach of operating agreement and fraudulent transfer of land valued at \$50 million.
- Represented production company in breach of contract suit brought by entertainer related to Las Vegas residency.
- Represented consignment company in lawsuit by former employees for unpaid wages and tortious discharge.
- Represented hemp company in investigation and seizure of product by state authorities, including obtaining dismissal and return of all product.
- Represented hotel in investigation by state authorities concerning worker's compensation issues.

- Represented transportation company in dispute challenging actions by state regulatory authority.
- Represented tech start-up company and its executive officers in defeating motion for injunction related to breach of contract suit by former vendor.

Criminal Matters

- Member of defense team in three-and-a-half week jury trial of well-known entertainer.°
- Part of trial team that obtained an acquittal on all counts after a six-day jury trial in a federal Hobbs Act case.°
- Obtained settlement for real estate company sued by the United States in a case alleging violations of the False Claims Act.°
- Obtained sentence of probation with no term of incarceration in illegal gambling and structuring case involving over \$1.3 million in alleged transactions.°
- Obtained sentence of probation with no term of incarceration in federal money laundering and structuring case related to the operation of a medical practice.°
- Obtained sentence of probation with no term of incarceration in federal tax evasion case.°

°The above representations were handled by Mr. Hicks prior to him joining Greenberg Traurig, LLP.

Recognition & Leadership

Awards & Accolades

- Team Member, a *Law360* "Product Liability Practice Group of the Year," 2021
- Listed, *The Best Lawyers in America*, "Ones to Watch," 2021-2022
 - Commercial Litigation, 2021-2022
 - Criminal Defense: White-Collar, 2021-2022
 - Litigation - Labor and Employment, 2021-2022

Credentials

Education

- J.D., Villanova University School of Law, 2013
 - Civil Justice Clinic
- B.S., University of Nevada, Reno, 2010

Admissions

- Nevada
- U.S. District Court for the District of Nevada
- U.S. Court of Appeals for the Ninth Circuit

Clerkships

- Hon. James C. Mahan, U.S. District Court for the District of Nevada, 2013-2014

News, Insights & Events

February 10, 2022 PRESS RELEASE

Greenberg Traurig Reports Historic Revenue Hitting \$2 Billion – Continuing a Streak of Record Earnings for 8 Consecutive Years



Kyle A. Ewing

ASSOCIATE

ewingk@gtlaw.com

LAS VEGAS
T +1 702.792.3773

Kyle A. Ewing focuses his practice on complex commercial litigation. Kyle's specific areas of focus include commercial construction, securities and corporate governance litigation, fraud and contractual liability, and high-value post-judgment collection. He represents owners/developers, financial institutions, investment and consumer banks, private equity funds, corporate officers and directors, start-up founders, and shareholders of publicly-traded and private corporations in complex litigation and otherwise. Kyle's experience includes prosecuting complex commercial construction claims for defects, fraud, and delay, prosecuting and defending direct and derivative claims for breach of fiduciary duty, defending securities fraud claims, pursuing post-judgment collection efforts on behalf of significant judgment creditors, defending financial institutions in consumer disputes related to mortgages and other extensions of credit, and other complex commercial litigation matters in Nevada and federal courts.

Capabilities

Commercial Litigation

Experience

Representative Matters

- Represented a private corporation and its directors in an action seeking the appointment of a receiver due to alleged mismanagement and insolvency.°
- Represented a significant stockholder of a public company in an action alleging a direct claim for breach of fiduciary duty resulting from a reverse-split of the company's stock.°
- Represented a significant stockholder of a public company in an action seeking appointment of a corporate receiver and asserting direct and derivative claims for breach of fiduciary duty.°
- Represented significant stockholders in a number of actions seeking corporate books and records of publicly traded companies.°
- Represented a private corporation and its directors and officers in a lawsuit alleging securities violations and breach of fiduciary duty for purported misrepresentations in connection with a private placement of stock.°
- Represented a joint venture in the enforcement of a multi-million-dollar judgment against a judgment debtor's cash and assets transferred to multiple foreign jurisdictions.°

°The above representations were handled by Mr. Ewing prior to his joining Greenberg Traurig, LLP.

Internships

- Commercial Underwriting Intern, First American Title, 2014
- Summer Extern, Hon. James C. Mahan, U.S. District Court for the District of Nevada, 2013

Recognition & Leadership

Awards & Accolades

- Listed, *Super Lawyers* magazine, *Mountain States Super Lawyers*, "Rising Stars," 2021
- Listed, Legal Aid Center of Southern Nevada, "200-Hour Club," 2019

Professional & Community Involvement

- Howard D. McKibben American Inn of Court, 2018-Present

Credentials

Education

- J.D., Vanderbilt University Law School, 2015
- M.S., Finance, Vanderbilt University, Owen Graduate School of Management, 2015
- B.A., Northwestern University, 2010

Admissions

- Nevada

Clerkships

- Hon. James C. Mahan, U.S. District Court for the District of Nevada, 2015-2016

News, Insights & Events

July 16, 2021 PRESS RELEASE

14 Greenberg Traurig Attorneys Recognized as Mountain States Super Lawyers for 2021



Christian T. Spaulding

ASSOCIATE

spauldingc@gtlaw.com

LAS VEGAS
T +1 702.792.3773

Christian T. Spaulding is a member of the Litigation Practice in Greenberg Traurig's Las Vegas office. He counsels clients in regulatory and administrative compliance and represents clients in commercial and business litigation, intellectual property litigation, and employment litigation, as well as matters arising from corporate, business, or leasing agreements.

Capabilities

Litigation

Experience

Representative Matters

- Prevailed at summary judgment stage in favor of financial institution in a quiet title action after successfully reopening bankruptcy proceeding for clarification of Court's prior ruling.°
- Regularly represented a large Las Vegas casino in defense of EEOC and NERC Claims.°
- Represented a large international sports entertainment company in contract and business litigation.°
- Protected and enforced the intellectual property rights of a Grammy Award winning recording artist and actress including copyright, trademark and right of publicity.°
- Drafted pleadings and participated in obtaining numerous seizure orders and the seizure of infringing products at the SEMA trade show, including an award of attorney's fees for a manufacturer of aftermarket automotive parts.°
- Member of litigation team handling multi-faceted trade secret litigation involving international manufacturers of building products.°
- Member of litigation team defending prominent automotive garage flooring manufacturer in trademark and breach of contract dispute.°
- Defended and facilitated settlement of claims against a national used car retailer and finance company.°
- Represented medical professional and facilitated settlement in dissolution of partnership.°

°The above representations were handled by Mr. Spaulding prior to his joining Greenberg Traurig, LLP.

Internships

- Intern, Zuffa LLC (The Ultimate Fighting Championship), Legal and Regulatory Affairs, 2015
- Judicial Extern, Hon. James C. Mahan, U.S. District Court for the District of Nevada, 2014
- Judicial Intern, Hon. Susan W. Scann, Nevada Eighth Judicial District Court, 2014

Recognition & Leadership

Awards & Accolades

- Listed, *Super Lawyers* magazine, *Mountain States Super Lawyers*, "Rising Stars," 2021
- Listed, Vegas Inc., "Top Lawyers," 2021

Credentials

Education

- J.D., University of Nevada, Las Vegas, William S. Boyd School of Law
 - Nevada Law Editor, *Nevada Law Journal*
- B.A., University of Nevada, Las Vegas

Admissions

- Nevada

Clerkships

- Hon. David M. Jones, Nevada Eighth Judicial District Court, Department XXIX, 2016-2017

News, Insights & Events

June 28, 2021 PRESS RELEASE

Eight Greenberg Traurig Attorneys are Among Vegas Inc's Top Lawyers

EXHIBIT 2

EXHIBIT 2

Signed GT Engagement Agreement



KARA B. HENDRICKS
Shareholder
hendricksk@gtlaw.com
Tel: 702.792.377
Fax: 702.792.9002

June 9, 2022

VIA ELECTRONIC MAIL ONLY

Geoff Winkler
geoff@americanfiduciaryservices.com
AMERICAN FIDUCIARY SERVICES, LLC
715 NW Hoyt Street
Suite 4364
Portland, Oregon 97208

Re: *Greenberg Traurig, LLP Engagement*

Dear Mr. Winkler:

Thank you for proposing to engage Greenberg Traurig, LLP (“*Greenberg Traurig*” or “GT”) as your attorneys in the capacity as the court-appointed receiver in the case styled, *Securities and Exchange Commission v. Matthew Wade Beasley, et al.*, Case No. 2:22-cv-00612 pending in the United States District Court of Nevada (“*you*” or “*Client*”). We appreciate the opportunity to provide legal services in this regard.

1. **OUR AGREEMENT.** This letter sets forth the terms and conditions by which our firm will represent you. It, together with our attached Billing Policies, constitutes the retainer and engagement agreement (the “*Agreement*”) between you and Greenberg Traurig. This is our only agreement for this engagement and we understand that Greenberg Traurig’s engagement and the rates set forth herein are subject to court approval.

If this Agreement is acceptable, please sign and return a copy to me at your earliest convenience; the original is for your files. While we request a signed copy for our records, in the absence of you providing that, this Agreement will be effective if any services as to the Subject Matter defined below are rendered by us and accepted by you. Either return of a signed copy or such rendering and acceptance of services will constitute your assent to this Agreement and make it effective as the contract governing this engagement (“*Your Assent to this Agreement*”).

Geoff Winkler
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2. SCOPE OF ENGAGEMENT:

a. The Engagement and Matter. Our representation of you and this engagement will include only legal representation of Geoff Winkler as receiver in the case styled *Securities and Exchange Commission v. Matthew Wade Beasley, et al.*, Case No. 2:22-cv-00612 pending in the United States District Court of Nevada (the “*Subject Matter*”). We have not been asked to represent you or anyone else affiliated with you in any other matter at this time.

You and Greenberg Traurig or an affiliate of Greenberg Traurig (collectively, “*GT*” or “*we*” or “*us*”) may agree to limit or expand the scope of the Subject Matter, but that will occur and be effective only if agreed in writing by both you and us, with a specific delineation of the nature and scope of such further services. Further, we and you or one of your affiliates may also agree upon other or further representations by GT. If that occurs, unless otherwise agreed in writing, this Agreement will also apply to and govern such other or further representations.

b. The Client. You are the only client for this engagement. Because of the proliferation of entities partially or wholly owned or owning other entities, and the confusion and issues this creates vis-a-vis potential ethical and business conflicts of interest, GT does not and will not regard an affiliate of a client entity (i.e., parent, subsidiary or other entity partially or wholly owned by or owning it) or a person owning, employed by or otherwise connected with the client (e.g., officer, director, member, partner, shareholder, owner, employee, etc.) as a client of GT for any purpose unless a client-lawyer relationship has been established by an express written agreement accepting that specific entity or person as a GT client and the matter involved. Similarly, GT will not regard a representation that is adverse to such an affiliate or person as adverse to the client being represented by GT under this Agreement or in any other matter to which this Agreement applies. Accordingly, if there is such an affiliate or person you wish GT to regard as a client for conflict purposes, please specify that in writing before Your Assent to this Agreement; if any such entity or person is not expressly accepted in writing by GT as a client, it or he/she will not be a GT client.

c. Nature of Services. We will provide only legal services for and in connection with this engagement. We are not providing business, investment, insurance, accounting or other non-legal services, including without limitation the advisability or conduct of inquiry as to the character or credit of those with whom you may be dealing or any other non-legal advice or aspects of the Subject Matter; and you will not look to or rely on GT for those types of services.

Geoff Winkler
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Page 3

Further, our acceptance of this engagement and representation of you is not an undertaking or acknowledgement that GT is or will be your general counsel or your attorney or advisor in any matter other than the Subject Matter, or that GT is representing or will represent you or your interests as to any other matter.

d. Exclusions from Legal Services. Unless expressly included in the Subject Matter, our services will not include advice relating to the tax implications or consequences of this engagement or the results of our representation.

e. No Continuing Obligation. Subject only to possible obligations under the Rules of Professional Conduct (“*Ethics Rules*”) or law, we will have no continuing obligation to you concerning the Subject Matter or this engagement after it is ended. Our representation of you thus does not constitute or include an obligation to advise you or represent you after this engagement is ended as to the Subject Matter, including without limitation in later proceedings or as to subsequent requirements you may have concerning the Subject Matter, or later legal or other developments that might have a bearing on your affairs or the Subject Matter.

3. CONFLICTS: GT represents a broad group and spectrum of clients in a variety of legal matters. As a result, conflicts of interest may arise which, absent an effective conflict waiver, may adversely affect our ability to represent you or your affiliates in pending or future matters and your ability and that of other clients or potential clients to engage GT as their counsel. We wish to be fair to all clients, and to assure that they have the right and ability to use us or any other counsel of their choice. Accordingly, this Agreement confirms that:

a. Consent and Waiver. You are comfortable (after having had sufficient opportunity to consider this Agreement and consult independent counsel to the extent you may wish) that you are adequately informed about the possibility and nature of such conflicts and potential conflicts and of the risks and consequences of them. Therefore, on the conditions stated in this paragraph, you, for yourself and your affiliates, to the fullest extent legally and ethically permissible: [i] waive any such actual or potential conflict which may be presented or occur as a result of this engagement; [ii] consent to GT’s representation now or in the future of other present or future clients on any other matter, whether or not adverse to you or any of your affiliates (including without limitation in transactions, litigation, and other legal or ethical matters) except as stated below (“*Permitted Adverse Representation*”); and [iii] promise not to assert that this engagement or any other GT representation of you or your affiliates provides a basis for disqualifying GT from representing any other party in any “*Permitted Adverse Representation*” or creates or supports any claim of breach of duty against GT.

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Page 4

b. Conditions. The foregoing waiver, consent and promise are conditioned upon GT's agreement, confirmed hereby, that GT: [i] will not represent another client adverse to you in a matter substantially related to the Subject Matter or to any other matter in which GT is representing or has represented you or your affiliates; [ii] will screen those attorneys representing you or your affiliates from those attorneys representing other clients adverse to you or your affiliates; [iii] not use or disclose your or your affiliates' confidential information which is not public unless permitted under applicable Ethics Rules, the law or a written agreement pertaining to such confidential information.

c. Continuation. Subject to any limitations under the law and Ethical Rules, these waivers, consents and promises, and the conditions stated above, will continue after the end of GT's representation of you or your affiliates as to the Subject Matter or in any other engagement.

4. STAFFING. Kara B. Hendricks will be the attorney principally responsible in this engagement. When and as we deem appropriate and consistent with the proper representation of our clients, we use paralegals, junior attorneys, contract attorneys and staff members. We believe the utilization of such others, in consultation with and under supervision of more experienced attorneys, can enable us to economically and efficiently service the engagement. At present, we expect to include and enlist the assistance of the following other attorneys and paralegals: Kyle Ewing, Jason Hicks, Christian Spaulding and Cynthia Ney. That may change and additional or different attorneys and paralegals may participate or replace others, based on subsequent changes within GT or otherwise relating to this engagement.

If there are changes in staffing, you will be advised. If you wish different persons to be involved, we will discuss that with you to seek to assure you are satisfied with the staffing.

5. FEES AND EXPENSES:

a. Retainer Payment. No retainer will be required.

b. Fees. Unless otherwise agreed in writing, our fees in this engagement will be based upon the time spent by our personnel in accordance with the attached Billing Policies. We have agreed to a discounted rate of fifteen percent 15% off our current standard billing rates. Kara B. Hendricks' discounted rate for this engagement is \$480.25 (15% off of \$565) per hour; and Kyle Ewing \$340 (15% off of \$400) per hour. Rates for other attorneys in this firm currently range from \$295.00 per hour for the most junior associate to \$820.00 per hour for our most senior attorneys. The rate for paralegals is currently \$285.00 per hour. A fifteen

Geoff Winkler
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percent (15%) discount will be provided for other firm attorneys or paralegals who work on this matter.

Depending on circumstances and the passage of time, our rates are subject to change as the engagement progresses. If that is to occur, we will discuss that with you in advance.

c. Expenses. In addition to fees for our legal services, this engagement will require you and us to pay or advance the expenses and disbursements of the type more fully discussed in the attached Billing Policies. When we advance such payments for a client, we do so to expedite the engagement in reliance on the client's promise, confirmed here, to reimburse us for such payments promptly in accordance with the Billing Policies.

d. Library Services. GT has engaged a third-party vendor, Library Associates, LLC d/b/a LAC Group, to provide library and research support to our attorneys and staff. We believe, and intend, that this provides a cost saving to our clients without compromising the quality of those services. GT gets a volume discount from our vendors. We seek to pass that on to our clients. But, it is not feasible to calculate the exact part of the discount attributable to a particular matter; so the cost charged to you may not reflect or include the actual allocable amount of the discount. In any event, we believe the cost charged to you will be fair and reasonable.

e. Payment and Possible Liens. Fees and expenses will be payable monthly in accordance with the attached Billing Policies. Without limitation of those policies, you authorize GT to withdraw sums from your Retainer and expense deposit in GT's client trust account if needed to secure timely payment of any amounts due under this Agreement. If and to the extent permitted by applicable governing law and Ethical Rules, you consent to GT's imposing liens, at GT's option, for its unpaid attorneys' fees and expenses on all retainers, escrow and trust accounts for your benefit, claims and causes of action as to which GT represented you or your affiliates, and the proceeds of any recovery you obtain in any matter, as well as on your files and documents in GT's possession.

6. COOPERATION AND COMMUNICATION: We are relying on you to provide us with the facts, information, documents and other materials you have concerning the Subject Matter pertinent to this engagement, and to keep us informed if and as you learn and receive more. We also look to you to keep us advised, during the engagement, about your expectations and any concerns you may have regarding our services. You have assured us you will cooperate in our representation, and will make yourself and others available as needed to assist us.

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Page 6

We encourage candid and frequent communication between us. We will keep you informed regarding this engagement, and will consult with you to seek to assure timely and appropriate performance of our legal services. We encourage you to be actively involved in the strategy and tactical management. You, not we, will make the business or technical decisions.

7. **TERMINATION AND END OF REPRESENTATION:** SUBJECT to applicable court and Ethics Rules, GT or you may terminate this engagement at any time for any reason. Otherwise, our engagement and representation will end automatically upon the earlier of our final bill for this engagement or six months after we have last recorded billable time for work on it other than as to later requests for audit responses or information about the engagement.

Without limitation of that, subject to applicable court rules, law and Ethical Rules, GT may withdraw from this engagement if: (1) you [i] have not paid our fees or expenses, [ii] are not forthright and cooperative as to our legal services, [iii] falsely or incompletely state facts material to this engagement, or [iv] do not accept our advice; or (2) we discover a conflict with another GT client; or (3) that is otherwise permitted or required under applicable Ethical Rules.

Upon termination or withdrawal, if you request, GT will assist an orderly and effective transition of the matter involved to other counsel of your choice. At GT's option, GT may bill and, if so, you will pay for GT's services and expenses in connection with transition assistance.

If, with our agreement, you later retain us to perform further or additional services, that will be confirmed in writing and our attorney/client relationship will be revived on the terms of this Agreement except to the extent, if any, that we agree in writing to new or supplemental terms of engagement. If we later tell you of developments that may be of interest, by newsletter or otherwise, that will not constitute continuation or revival of an attorney/client relationship.

8. **NO GUARANTIES:** We have not given you any assurance or guarantee concerning the outcome or success of this engagement or our services, and have not accepted any contractual obligation in that regard. Nor have we made any representation or warranty to you other than as may be expressly stated in this Agreement, and thus have not done so as to whether our services will result in a benefit or recovery for you or, if they do, as to nature, amount or value thereof.

Geoff Winkler
June 9, 2022
Page 7

9. CLIENT DOCUMENTS & DATA:

a. Maintenance. We will maintain the documents you give us in our client file for this engagement. At the conclusion of the engagement (or earlier, if appropriate), you must and will advise us which, if any, of the documents in our files you want given to you. We will retain those documents not given to you and ultimately destroy them in accordance with our record retention practice then in effect. We may also retain copies of documents we give you.

b. Cloud Storage. GT will likely use third-party cloud services for your data and the data of other parties during and after our representation of you, which we believe provide enhanced data accessibility. GT has ISO 27001:2013 data security certification; and we use only services who we believe have the same or better security than us. Cloud services do not guaranty immunity from invasion or misuse; and no one fully knows the capabilities of hackers, now or in the future. But, we believe the cloud services we use have state-of-the-art data protections and provide appropriate security protections for the confidentiality of data without significant risk of inappropriate access. We believe they also have the ability to take advantage of future security developments. We require that those cloud services employ data encryption, password protection, access verification, firewalls, antivirus software, intrusion detection, and system monitoring, as well as assurance of adherence to applicable data privacy and security laws.

Your Assent to this Agreement confirms your consent to our using such cloud services for your data. If you do not consent, please strike through this subparagraph and initial that change in the margin.

c. Requests for Copies. If you request a copy of a portion or all of our files for this engagement, whether before or after the end of our representation, and if a substantial amount of material is being provided, GT may, at GT's option, bill for the reasonable costs of copying, assemblage and delivery of such materials; and, if billed, you will pay that.

d. GDPR. Personal data of individuals located in the European Economic Area ("*EEA*") is protected by the European Union's General Data Protection Regulation ("*GDPR*"), similar legislation by other EEA states, and other privacy laws applicable to it. Personal data is broadly defined in the GDPR, and includes identification and other information about oneself such as without limitation national identity numbers (similar to US social security numbers), personal addresses, online names, account numbers, physical and mental health, and cultural and social identity. If you give GT such personal data of anyone or access

Geoff Winkler
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Page 8

to it, GT will rely that you are entitled to do so under Articles 6 to 11 of the GDPR or other applicable statutory provisions.

Your Assent to this Agreement constitutes your representation and warranty that you are entitled to provide such data and that you will comply or, if such data has been given, have complied with or are exempt from any notification or other requirements applicable to doing so.

e. **Official Inquiries.** You will pay the hourly fees and expenses incurred if GT is required to participate in a future inquiry, investigation or proceedings arising out of or in connection with this engagement, including without limitation producing documents, seeking to claim or defend any attorney-client privilege or giving evidence at an inquiry.

10. **PRIVILEGES.** Many but not all of our communications with you will be subject to the attorney-client privilege, if any, of the jurisdictions involved. Subject to and as provided in applicable Ethical Rules, we will seek to maintain that privilege unless you instruct or consent otherwise. You will advise us if your communications with us are subject to any other privilege or confidentiality agreement; so that we may take appropriate steps to comply with that.

GT has an Office of Firm Counsel (or General Counsel office) which provides legal advice to our attorneys and staff. We consider and intend the communications between attorneys in that office and GT personnel seeking or containing possible legal advice and any legal advice given by that office to be subject, to the maximum extent available under the law and Ethical Rules, to an attorney-client privilege between GT and those persons, and not subject to any fiduciary or other duty GT has to you. As a result, we are proceeding on the understanding that GT is not and will not be obligated to tell you of those communications or disclose their content and that advice, and that, in any proceeding between us, they will not be discoverable by you.

Your Assent to this Agreement confirms your assent and consent to that privilege and to your not being entitled to disclosure of those communications and that advice.

11. **MISCELLANEOUS.**

a. **Binding Effect.** This Agreement is personal to us and is not assignable by either of us without the written consent of the other. However, your economic obligations hereunder (including without limitation the attached Billing Policies) are and will be binding on (as applicable) your and our successors and estates, heirs, trustees and other legal representatives.

Geoff Winkler
June 9, 2022
Page 9

b. Modification. This Agreement may not be changed, amended, or otherwise modified, in whole or in part, except in a writing executed by all parties to this Agreement. No unilaterally proposed or announced change, supplementation, interpretation, guideline or other statement or pronouncement (by either GT, you or anyone else), whether inconsistent with any provision of the Agreement or otherwise, will be effective or binding or will otherwise suffice to modify or add to this Agreement unless accepted in writing by the other of us and/or, as applicable, any other person or entity sought to be bound or otherwise affected by it.

c. No Waiver. No waiver of any of the provisions of this Agreement (including without limitation the attached Billing Policies) will be effective or binding unless made in writing and signed by whoever is claimed to have given the waiver.

d. Partial Invalidity. If any provision of this Agreement is found to be unenforceable, invalid or illegal, it shall be automatically amended and interpreted in such manner as to be enforceable, valid and legal to the maximum extent possible to fulfill the intent of such provision. The validity or enforceability of the remainder of the Agreement shall not be affected by the invalidity, unenforceability or illegality of any provision unless that negates the material core of this engagement (e.g. our provision of legal services on agreed economic terms).

e. Entire Agreement, etc. This Agreement contains and sets forth the entire agreement between us, and supersedes all prior or other agreements, understandings, writings, pronouncements (written and oral) that may exist or have existed or be promulgated as to this engagement and the Subject Matter. Neither of us has relied on any representation, warranty or other statement or promise concerning this engagement and/or the Subject Matter which is not stated in this writing.

f. Governing Law, etc. All of the rights and obligations of either of us arising under or related to this Agreement are and will be governed by the laws of the State of Nevada irrespective of conflicts of law principles that might otherwise apply.

If and to the extent permissible, the Ethics Rules of the jurisdiction in which a GT attorney provides services as to the Subject Matter or otherwise in this engagement govern and will alone govern and alone apply to the conduct of that attorney.

Geoff Winkler
June 9, 2022
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g. Arbitration. We look forward to, and anticipate, a harmonious relationship. But, if either of us becomes dissatisfied with any aspect of our relationship, our services or this engagement, we will bring that to the attention of the other and seek to resolve that issue by good faith discussions between us. If that is not successful or would be futile, the issue will be resolved in arbitration. Specifically, to the maximum extent permitted by law and applicable Ethics Rules, any disagreement, controversy or dispute (“*Disagreements*”) arising under, concerning or otherwise relating to this Agreement, this engagement, our services for you or your affiliates, our billing and bills will be resolved by confidential binding arbitration before JAMS in Nevada, in accordance with its rules for business and commercial arbitrations then in effect; and confirmation of the award may be made and judgment entered on the award rendered in such arbitration in any state or federal court of the State of Nevada, jurisdiction of which we both consent to, or any other court otherwise having jurisdiction thereof. That will include any possible such claim by you against GT or a GT attorney (including without limitation for negligence, malpractice, breach of contract, breach of fiduciary duty or other wrongdoing), as well as any such claim by GT against you.

There are differing views as to the advisability of arbitration to resolve Disagreements; and some persons reach different conclusions for different matters or types of matters. Some consider arbitration to be a more efficient and lower-cost way to resolve a disagreement; but, others prefer court procedures and proceedings. Moreover, as noted, views may differ depending on the nature of the Disagreement. Without being exhaustive, some of the differences are: In an arbitration, the case will be heard and decided by one or more arbitrators, generally in a private proceeding; whereas, in a court proceeding, the case will be heard by a judge and often a jury, generally in a public courtroom proceeding. Similarly, an arbitration award (i.e., decision) is generally private; whereas, a court decision or jury verdict is generally public. Punitive damages are generally not awardable in an arbitration; whereas, depending on applicable law and the facts, punitive damages may be obtainable in a court proceeding. One generally has a say in choosing the arbitrator or arbitrators; whereas, in a court litigation, the judge will have been elected or appointed, and the litigants generally do not have a say as who that will be. Court decisions are generally appealable and may be changed on review by appellate courts; whereas, an arbitration award (i.e., decision) is generally final, except for limited reasons such as arbitrator bias and other misconduct, and may not be appealed. One is generally responsible for only a limited part of the cost of a court proceeding; whereas, parties generally share the cost of arbitration proceedings, including the arbitrators’ fee, and the arbitrators may assess the full costs of the arbitration on one of the parties. The ability to learn facts and questions witnesses before a hearing (referred to as pre-trial discovery) is

Geoff Winkler
June 9, 2022
Page 11

generally broad in a court proceeding; but, that is generally limited and may be entirely unavailable in an arbitration. You should consider consulting independent counsel as to these factors, the entire subject of arbitration, and whether arbitration as to this engagement is advisable for you.

We will provide, if you request, with the currently applicable arbitration rules and further background on the arbitration body and process; they are also generally available in the internet. We will also discuss, if you wish, the foregoing factors, the available arbitration rules and possible special arbitration procedures.

By signing this Agreement with this paragraph in it, you acknowledge that you are comfortable you understand and have been adequately informed (after having had sufficient opportunity to consult with counsel and obtain any information you wish) to agree to arbitration as provided herein. **If you do not agree to such arbitration, please draw a line through this subparagraph and initial that change in the margin.**

i. Advice as to Agreement. We have encouraged and given you an opportunity to consult with other independent counsel and advisors of your choice regarding the terms and advisability of this Agreement before you sign it or accept our legal services, to the extent you may wish so that your assent has been carefully considered and informed. Your Assent to this Agreement confirms that you have done so to the extent you wish and feel needed, and that you are comfortable you have the information and advice you need or deem prudent in this regard.

j. Marketing Permission. Your Assent to this Agreement confirms your consent that GT may use your name, logo, and a general description of this engagement in its business development efforts and materials.

If you do not wish for this information to be used in that manner, please draw a line through this subparagraph and initial that change in the margin.

k. Headings. The headings on paragraphs and subparagraphs of this Agreement are for convenience only, and have no effect other for convenience of reference.

l. Effectiveness and Execution. This Agreement will become effective and govern this engagement and our relationship as to it and the Subject Matter upon our rendering of any services for you as to the Subject Matter as provided above. However and regardless of that, we recommend and ask that you execute and return a copy of this Agreement for our records and keep one for your records. In that regard, this Agreement may be executed in counterparts, which

Geoff Winkler
June 9, 2022
Page 12

shall constitute together one and the same instrument. Electronic, PDF and facsimile signatures shall be as effective as original ink signatures.

Please countersign a copy of this letter and return it to confirm your assent to this Agreement. For your convenience, enclosed is a self-addressed, stamped envelope.

Best regards,

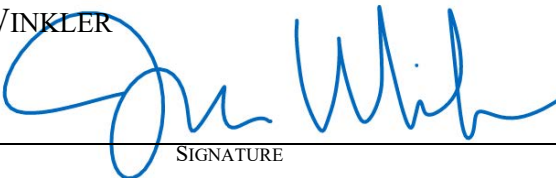

Kara B. Hendricks

KBH:eeg

ACCEPTED AND AGREED
WITH CONSENTS AND WAIVERS GRANTED

GEOFF WINKLER

By:


SIGNATURE

Name: Geoff Winkler

Title: As receiver for J&J Consulting Services, Inc. et al.

Date: June 9, 2022

Geoff Winkler
June 9, 2022
Page 13

BILLING POLICIES

Introduction

This document outlines our standard billing practices, supplementing and as a part of our Agreement with you.

Fees

Our fees are based on the time required to handle the matter at our normal individual lawyer/paralegal hourly rates. Rates for lawyers in the Firm range from \$295.00 per hour for the most junior associates to \$820.00 per hour for our most senior attorneys. The rate for paralegals is \$285.00 per hour. The rates of our lawyers and paralegals are subject to change. Any new rates will be implemented immediately after they are adopted and apply to services rendered after the effective date of them. You will be advised of rate changes, and may discuss them with us.

We will charge for all time spent representing your interests, including without limitation telephone and office conferences with you or your representatives, co-counsel, opposing counsel, fact witnesses, consultants (if any) and others; conferences among our legal and paralegal personnel; legal due diligence; drafting and finalizing letters, emails, agreements, leases, pleadings and other such papers, providing and participation in document and written discovery; factual investigation; legal research; responding to client requests for additional information; responding to client requests to provide information to auditors such as during audits of financial statements; preparation for and attendance at depositions, hearings, mediations, closings, trials, or other proceedings; and travel (both local and out of town) when necessary. Hourly charges are applied to total time devoted to client representation.

Costs and Expenses

We have established prevailing rates for all charges that will be incurred during this engagement. We believe that GT's rates are competitive with those of comparable law firms. You will be responsible to pay all such charges incurred during this engagement and for reimbursing us for any actual expenses we advance on your behalf. Our charges may include without limitation travel, copying, facsimile charges, messenger services, long distance phone calls, computer research services, secretarial overtime and filing fees. These charges may also include any sales or service tax that may be applicable.

Geoff Winkler
June 9, 2022
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Expenses of Outside Contractors

Generally, expenses of outside contractors (such as court reporters, surveyors, title companies, experts and consultants) will be directly billed or directed to the client pursuant to engagement agreements in which payment and indemnification terms remain strictly between the client and the vendor. GT will not be responsible for payment of such services. Prompt payment of these charges is essential enable us to provide timely and efficient service to you, with the assistance of such outside contractors.

If desired and if we are given sufficient expense deposits in advance, GT will directly pay outside contractors. If GT has done so without or before such a deposit, you will promptly reimburse GT for whatever it has paid.

Type of Invoice

Unless otherwise agreed, we will send you a monthly invoice which reflects the amount of our fees and expenses attributable to this engagement during the prior month. At your option, the invoice will be either general or detailed. The general invoice will state the total fees due for legal work and the total expenses incurred and charged to the engagement. In the alternative, the invoice will provide detailed back-up showing the attorneys who worked on the matter, the work performed, the time spent on the task, and the total fee and expense amounts due. If you have special billing procedures or requirements, please advise us promptly, and we will attempt to bill you in accordance with them, to the extent feasible.

Payment of Invoices

GT understands and will comply with the Fees, Expenses and Accounting Provisions set forth the Order Appointing Receiver dated June 3, 2022 (ECF 88) in Case No. 2:22-cv-00612 pending in the United States District Court of Nevada and will submit quarterly fee applications with the Court and serve the same upon counsel for the SEC in advance of filing the fee applications to the Court.

In the event of arbitration or suit as to any unpaid fees or costs, if GT prevails, in addition to any other relief or remedy granted to it, GT will be paid or reimbursed for the reasonable value of our attorneys' fees and expenses for and in that proceeding.

Questions Regarding Billings

Any questions regarding billing should be immediately directed to the billing attorney or to our Accounting Department.

EXHIBIT B

EXHIBIT B

Declaration of Joshua del Castillo

1 KARA B. HENDRICKS, ESQ.
 Nevada Bar No. 07743
 2 KYLE A. EWING, ESQ.
 Nevada Bar No. 014051
 3 **GREENBERG TRAUERIG, LLP**
 4 10845 Griffith Peak Drive, Suite 600
 Las Vegas, Nevada 89135
 5 Telephone: (702) 792-3773
 Facsimile: (702) 792-9002
 6 Email: hendricksk@gtlaw.com
 ewingk@gtlaw.com
 7 *Attorneys for Geoff Winkler, Receiver for*
 8 *J&J Consulting Services, Inc., J&J Consulting Services, Inc.,*
 9 *J and J Purchasing LLC, The Judd Irrevocable Trust,*
and BJ Holdings LLC

10 **IN THE UNITED STATES DISTRICT COURT**
 11 **FOR THE DISTRICT OF NEVADA**

12 SECURITIES AND EXCHANGE COMMISSION,

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

13 Plaintiff,

14 vs.

**DECLARATION OF JOSHUA A. DEL
 CASTILLO IN SUPPORT COURT-
 APPOINTED RECEIVER GEOFF
 WINKLER'S MOTION FOR ORDER
 AUTHORIZING RECEIVER TO
 EMPLOY COUNSEL**

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

20 Defendants,

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

25 Relief Defendants.
 26

27 ///

28 ///

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

DECLARATION OF JOSHUA A. DEL CASTILLO
IN SUPPORT COURT-APPOINTED RECEIVER GEOFF WINKLER’S
MOTION FOR ORDER AUTHORIZING RECEIVER TO EMPLOY COUNSEL

I, JOSHUA A. DEL CASTILLO, hereby declare as follows:

1. I am a partner with the law firm of Allen Matkins Leck Gamble & Natis LLP (“Allen Matkins”) and am proposed counsel for Geoff Winkler, the Court-appointed Receiver (the “Receiver”) for J&J Consulting Services, Inc., an Alaska corporation; J&J Consulting Services, Inc., a Nevada corporation; J and J Purchasing LLC; The Judd Irrevocable Trust; and BJ Holdings LLC, and over the Wells Fargo Interest on Lawyers' Trust Account ending in 5598 and held in the name of Beasley Law Group PC, along with the personal assets of Matthew Wade Beasley; Jeffrey J. Judd; Christopher R. Humphries; Shane M. Jager; Jason M. Jongeward; Denny Seybert; and Roland Tanner (collectively, the "Receivership Defendants") in the above captioned matter.

2. I make this declaration in support of the Receiver’s motion for order authorizing receiver to employ counsel (the “Motion”).

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

4. Allen Matkins has an active and prominent federal receiverships practice and has represented federal equity receivers in dozens of cases in federal proceedings nationwide. Attached hereto as **Exhibit 1** is a list of representative cases where Allen Matkins has represented court-appointed receivers in federal actions and attached as **Exhibit 2** is an overview of the Allen Matkins firm.

5. Allen Matkins has not represented and has no relationship to any of the litigants in this matter.

6. Allen Matkins has agreed to provide the Receiver with a substantial discount from its standard billing rates in this matter, given its apparent complexity and the amount of work the Receiver may require. Specifically, for this matter, Allen Matkins has agreed to apply discounts ranging from 25% to 45% to all time-keepers, with partner rates capped at \$545 per hour, associate rates capped at \$445 per hour, and paralegal rates capped at \$350 per hour, for the current fiscal year.

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

1 Based on its estimation of the staffing needs for this matter, Allen Matkins anticipates its proposed,
2 and substantially discounted, rate structure will yield a blended rate of approximately \$495 per hour.
3 In addition, Allen Matkins has agreed not to bill for travel time in connection with this matter, and
4 will only charge for out-of-pocket travel costs.

5 7. Allen Matkins understands and agrees that payment of its fees and reimbursement of
6 its expenses will be made only after service of quarterly statements of fees and expenses on all the
7 parties, subject to written objection, in accordance with the terms of the Appointment Order.

8 8. At present, the Receiver anticipates that the Allen Matkins' attorneys principally
9 staffed on this matter will be me, Joshua A. del Castillo, David R. Zaro, Matthew D. Pham, Karine
10 Akopchikyan, with potential assistance from Alexandra Jernigan.

11 9. I am bankruptcy and creditors' rights litigation partner at Allen Matkins, with over a
12 decade of experience representing federal equity, and state court, receivers.. I expect to serve as the
13 lead Allen Matkins attorney in this matter.

14 10. Mr. Zaro, with whose professional background I am familiar, is the head of Allen
15 Matkins' receiverships practice, and likewise a bankruptcy and creditors' rights litigation partner,
16 with decades of experience representing both federal and state-court receivers. Mr. Zaro will serve
17 as the practice group lead in this matter.

18 11. Mr. Pham, with whose professional background I am familiar, is a mid-level associate,
19 with nearly ten years of bankruptcy and creditors' rights experience, including nearly four years as a
20 judicial clerk in the California bankruptcy courts.

21 12. Ms. Akopchikyan, with whose professional background I am familiar, is a mid-level,
22 experienced commercial litigation associate.

23 13. Ms. Jernigan, with whose professional background I am familiar, is a junior
24 commercial litigation associate.

25 14. Biographies for the key Allen Matkins personnel anticipated to be staffed on this
26 matter are collectively attached hereto as **Exhibit 3**.

27 15. As reflected in Allen Matkins' engagement agreement with the Receiver, a true and
28 correct copy of which is attached hereto as **Exhibit 4**, Allen Matkins' proposed rate structure and

1 anticipated staffing arrangement is expected to maximize efficiency and minimize costs to the
 2 Receivership Estate and reflects an effective utilization of available resources.

3 16. The discounted rates Allen Matkins proposed to charge for the aforementioned Allen
 4 Matkins attorneys are as follows:

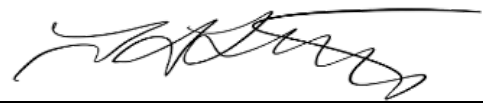
NAME	DESCRIPTION	CURRENT STANDARD RATE	DISCOUNTED RATE
David R. Zaro	Partner	\$930	\$545
Joshua A. del Castillo	Partner	\$715	\$545
Matthew D. Pham	Associate	\$460	\$445
Karine Akopchikyan	Associate	\$570	\$445

5
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11 17. Allen Matkins has agreed not to accept compensation for services rendered in this
 12 matter except in accordance with the terms of this Motion and any Order entered thereon, and on the
 13 terms and conditions set forth in the Appointment Order.

14 18. To the best of my knowledge, neither Allen Matkins, nor any of its employees hold an
 15 interest or represent any interest adverse to the parties in this matter, or the Receivership Entities and
 16 their assets, and have no prior connections with any party.

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

19 DATED this 10th day of June 2022



20
21
22 JOSHUA DEL CASTILLO
 Declarant

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

EXHIBIT 1

EXHIBIT 1

List of Representative Cases

RECEIVERSHIP & MONITORSHIP CASE LIST

ALLEN MATKINS LECK GAMBLE MALLORY & NATSIS LLP

YEAR	CASE NAME	VENUE
2019	SEC v. Iannelli; Essex Capital Corp., et al.,	USDC, Central District of California (Los Angeles) No. 2:18-cv-05008-FMO-AFM
2019	SEC v. Gina Champion-Cain; ANI Development, LLC	USDC, Southern District of California No. 3:19-cv-01628-LAB-AHG
2018	SEC v. McKinley Mortgage Co. LLC, et al.,	USDC, Eastern District of California (Sacramento), No. 2:18-cv-00616-MCE-CMK
2018	SEC v. Pacific West Capital Group, Inc., et al.,	USDC, Central District of California (Los Angeles), No. 2:15-cv-02563-FMO (FFMx)
2016	SEC v. Emilio Francisco; PDC Capital Group, LLC, et al.,	USDC, Central District of California (Santa Ana), No. 8:16-cv-02257-CJC-(DFMx)
2016	SEC v. Charles Liu; Pacific Proton Therapy Regional Center, LLC, et al.,	USDC, Central District of California (Santa Ana), No. 8:16-cv-00974-CJC-AGR
2016	SEC v. BIC Real Estate Development, et al.,	USDC, Eastern District of California (Fresno), No. 1:16-cv-00344-LJO-JLT
2015	SEC v. Yang; Yanrob's Medical, Inc., et al.,	USDC, Central District of California (Los Angeles), No. 5:15-cv-02387-SVW (KKx)
2015	SEC v. Path America, LLC, et al.	USDC, Western District of Washington (Seattle), No. c-15-1350-JLR
2015	SEC v. Chen, USFIA, Inc., et al.	USDC, Central District of California (Los Angeles), No. 2:15-cv-07425-RGK-GJSx
2015	SEC v. Total Wealth Management, Inc., et al.,	USDC, Southern District of California No. 15-cv-226 BAS (DHB)
2014	SEC v. World Capital Market, Inc., et al.,	USDC, Central District of California (Los Angeles), No. 2:14-cv-02334-JFW-MRW
2013	SEC v. Yin Nan "Michael" Wang, Velocity Investment Group, Inc., et al.,	USDC, Central District of California (Los Angeles), No. 13-cv-07553-JAK (SSx)
2012	SEC v. Small Business Capital Corp.; Mark Feathers; Investors Prime Fund, LLC, et al.,	USDC, Northern District of California (San Jose), No. 5:12-cv-03237-EDJ
2012	SEC v. Louis V. Schooler; First Financial Planning Corporation dba Western Financial Planning Corporation	USDC, Southern District of California, No. 12CV2164-LAB
2010	SEC v. Advanced Money, Inc.; Moises Pacheco, et al.,	USDC, Southern District of California
2009	SEC v. Medical Capital Holdings, Inc., et al.,	USDC, Central District of California (Santa Ana)
2009	SEC v. Sunwest Management, Inc., et al.,	USDC, District of Oregon (Portland)
2008	SEC v. Robert Louis Carver; Lincoln Funds International, Inc.	USDC, Central District of California (Santa Ana)
2008	SEC v. Plus Money, Inc.; Matthew LaMadrid, et al.,	USDC, Southern District of California
2008	SEC v. Tuco Trading, LLC	USDC, Southern District of California

YEAR	CASE NAME	VENUE
2008	SEC v. Safevest, LLC; John G. Ervin; John V. Slye	USDC, Central District of California (Santa Ana), No. SACV08-00473 JVS
2007	SEC v. Global Online Direct	USDC, Northern District of Georgia
2007	SEC v. Trabulse	USDC, Northern District of California (San Francisco)
2006	SEC v. Credit First Fund	USDC, Central District of California (Los Angeles)
2006	SEC v. Charis Johnson; 12Daily Pro	USDC, Central District of California
2006	SEC v. Rhodes	USDC, District of Oregon (Portland)
2004	SEC v. Presto Telecommunication	USDC, Southern District of California
2004	SEC v. Rose Fund	USDC, Northern District of California (San Francisco)
2004	SEC v. Learn Waterhouse, Inc.	USDC, Southern District of California
2002	SEC v. Alpha Telcom; Rubera, et al.,	USDC, District of Oregon (Portland), No. 01-cv-01283-PA
2002	SEC v. Health Maintenance Centers, Inc.; Znetix, et al.,	USDC, District of Washington (Seattle)
2001	SEC v. Pinnfund USA	USDC, Southern District of California
2000	SEC v. Capital Consultants, LLC; Jeffrey Grayson	USDC, District of Oregon (Portland)

FEDERAL TRADE COMMISSION

YEAR	CASE NAME	VENUE
2018	FTC v. Impetus Enterprise, Inc., et al.,	USDC, Central District of California (Santa Ana), No. SACV-18-01987-AG (KESx)
2018	FTC v. American Home Servicing Center	USDC, Central District of California (Santa Ana), No. SACV-18-00597-JLS
2012	FTC v. Consumer Advocates Group Experts, LLC	USDC, Central District of California (Los Angeles), No.
2009	FTC v. MCS Programs, LLC, et al.,	USDC, Western District of Washington (Tacoma)
2007	FTC v. Merchant Processing, Inc., et al.,	USDC, District of Oregon

U.S. COMMODITY FUTURES TRADING COMMISSION ("CFTC")

YEAR	CASE NAME	VENUE
2008	U.S. Commodity Futures Trading Commission v. Safevest, LLC; Jon G. Ervin; John V. Slye	USDC, Central District of California (Santa Ana)

FDIC

YEAR	CASE NAME	VENUE
2018	FDIC as Receiver for AMTRUST BANK, f/k/a Ohio Savings Bank, a federal savings bank v. Rex H. Lewis, et al.,	USDC, District of Nevada, No. 2:10-cv-00439-JCM-VCF

CONSUMER FINANCIAL PROTECTION BUREAU ("CFPB")

YEAR	CASE NAME	VENUE
2016	CFPB, et al., v. Pension Funding, LLC, et al.,	USDC, Central District of California, No. 8:15-cv-01329-JLS-JCGx

EXHIBIT 2

EXHIBIT 2

Allen Matkins Firm Overview

Allen Matkins

Our Firm

At Allen Matkins, we help clients capitalize on opportunity.

Whether this opportunity comes from overcoming challenges or seeing and taking advantage of new technologies, business models, or global markets, we partner with clients to accomplish goals and drive success.

We are a premier California-based law firm focusing on real estate, litigation, labor, tax, and business law, with more than 200 attorneys in four major metropolitan areas of California: Los Angeles, Orange County, San Francisco and San Diego. From our base in California, we also serve the needs of our clients, whose interests are national and increasingly global.

For more than 40 years, we've worked with clients drawn to us by our reputation for creative solutions, pragmatism, exemplary quality, and approachability, and our unparalleled network of contacts and connections in business and government.

If we had to pride ourselves on just one thing, it would be our relationships with our clients who've entrusted us with their security, their livelihoods, and their aspirations. We look to honor them in everything we do.

Our Firm

Commitment to Community

Commitment to Diversity

Firm Leadership

Pro Bono

EXHIBIT 3

EXHIBIT 3

Allen Matkins' Engagement Agreement

Allen Matkins

Allen Matkins Leck Gamble Mallory & Natsis LLP
Attorneys at Law
865 South Figueroa Street, Suite 2800 | Los Angeles, CA 90017-2543
Telephone: 213.622.5555 | Facsimile: 213.620.8816
www.allenmatkins.com

Joshua A. del Castillo
E-mail: jdelcastillo@allenmatkins.com
Direct Dial: 213 955 5591 File Number: 119600.01842/4878-5272-7325.2

Via Email/U.S. Mail

June 7, 2022

Mr. Geoffrey B. Winkler, JD, MBA, CFE,
CIRA
American Fiduciary Services LLC
715 NW Hoyt Street, #4364
Portland, OR 97208

Email: geoff@americanfiduciaryservices.com

**Re: Engagement for Legal Services | *SEC v. Beasley, et al.*, USDC, D. Nev.
Case No. 2:22-cv-00612-JCM-EJY**

Dear Geoff:

Thank you for retaining Allen Matkins as general receivership counsel to you, in your capacity as receiver, in connection with the above-referenced Securities and Exchange Commission (the "Commission" or "SEC") enforcement action, pending in the United States District Court for the District of Nevada (the "Court"). This letter will confirm the terms under which you have retained us and will apply to any additional matters we handle on your behalf.

1. Allen Matkins' Qualifications

As you know, Allen Matkins is well qualified to serve as receiver's counsel in connection with this matter. Allen Matkins has a multi-office receiverships, lenders, and special creditor remedies practice, in five office locations throughout California, including San Diego, Orange County, Century City, Los Angeles, and San Francisco. Allen Matkins attorneys, including my colleague David Zaro and I, regularly serve as counsel for court-appointed receivers, and have served as receiver's counsel in dozens of enforcement and receivership actions brought by the Commission, in District Courts throughout California and elsewhere, including in the Court.

Allen Matkins likewise has substantial experience serving as lead counsel for receivers in SEC enforcement matters, and is currently serving as receiver's counsel in a number of enforcement actions brought by the Commission alleging various forms of securities fraud, including actions involving alleged offering frauds, Ponzi-schemes, and other investment schemes. I am currently serving as the supervising partner and lead counsel in two SEC fiduciary engagements, and have served as receiver's counsel in multiple previous SEC enforcement actions.

Allen Matkins Leck Gamble Mallory & Natsis LLP
Attorneys at Law

Mr. Geoffrey B. Winkler, JD, MBA, CFE, CIRA

June 7, 2022

Page 2

The Allen Matkins website may be viewed at www.allenmatkins.com. The website summarizes the firm's practice specialties and contains biographies of all its attorneys. Biographies of the principal attorneys and staff we anticipate will be staffed on the matter, identified below, are enclosed herewith.

2. Attorneys' Fees and Costs

As typically set forth in the order appointing the receiver, our fees and costs incurred in this matter will be paid out of the receivership estate, and will be subject to Court approval for payment, after application. Our fees will be based on our hourly time charges, discounted as detailed below. The time charges will be for all time actually expended, less any discounts or write-offs applied to those charges. The hourly rates for Allen Matkins attorneys and paralegals vary according to the expertise and level of experience of the person involved. These standard rates for the personnel likely to be staffed on this matter presently range from \$300 to \$995 per hour. Nonetheless, as reflected below, Allen Matkins is proposing to perform work on this matter at substantial discount amounts ranging from a minimum of approximately 25 percent to as much as 45 percent..

I expect to serve as the supervising partner and lead receivership counsel on this matter. My partner, David Zaro, will serve as the practice group lead. Given the unusual complexity of the instant receivership, and the amount of work we anticipate it will require, and in order to reduce fees to the receivership as much as possible, Allen Matkins will offer a unique and significant discount from its standard rates in this matter. **Specifically, rather than apply a percentage discount to each timekeeper's hourly rate, Allen Matkins will charge all partner time at no more than \$545 per hour, and all associate time at no more than \$445 per hour. Paralegals will be billed at no more than \$350 per hour. As noted above, these rates reflect a substantial discount from our standard rates, ranging from approximately 25 percent to as much as 45 percent. Based on our estimation of the staffing needs of this matter, we anticipate this rate structure will yield a blended rate of approximately \$495 per hour.** We will staff mid-level and junior associates on as many tasks as is reasonably appropriate in order to maximize savings to the receivership.

Those attorneys presently expected to be staffed are anticipated to be as follows:

- David R. Zaro (Practice Group Lead)
- Joshua A. del Castillo (Supervising Partner)
- Matthew D. Pham (Mid-Level Associate)
- Karine Akopchikyan (Mid-Level Associate)
- Alexandra R. Jernigan (Junior Associate)

Allen Matkins Leck Gamble Mallory & Natsis LLP
Attorneys at Law

Mr. Geoffrey B. Winkler, JD, MBA, CFE, CIRA

June 7, 2022

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- John Kaup (Paralegal)

If unusual or special expertise is required, we will call on experienced lawyers from our corporate, tax, labor, land use, and/or other specialty departments. While it is impossible to predict the amount of fees ultimately to be incurred, our goal is to achieve a blended rate consistent with that identified above, and which reflects the effective utilization of quality junior lawyers and paralegals. Our goal would be maximize the use of associates over the life of the case, assuming the issues and matters do not require more experienced counsel or special expertise.

In order to further assist in controlling costs in this matter, Allen Matkins will not bill for attorney travel time to the Court, and will only charge for out-of-pocket travel costs. Allen Matkins generally reviews its hourly rates annually and, if appropriate, adjusts them effective July 1, to reflect increases in seniority, experience and other relevant factors. Those adjustments typically range from 3-5%.

You understand that it is impossible to determine in advance the amount of fees and costs needed to complete this matter. In addition to charges for legal services, you, in your capacity as receiver, will also be responsible for reimbursing Allen Matkins for costs and expenses incurred, such as filing fees, charges for transcripts, depositions, long distance telephone, computerized legal research, messenger fees, copying costs, word processing expenses and the like. These items are charged at our standard rates in effect at the time the expense is incurred. In certain cases, we will ask you to pay these expenses directly. We agree to limit our out-of-pocket costs for which we will seek reimbursement to those permitted by the Guidelines issued by the Office of the U.S. Trustee covering bankruptcy cases in the Court.

Whenever appropriate and consistent with the proper representation of our clients, we use paralegals, investigators, junior attorneys and staff members in order to minimize the impact of the hourly rates of more senior attorneys. We believe the utilization of junior attorneys, paralegals or staff members, in consultation with and under supervision of more experienced attorneys in the firm as appropriate, enables us to maintain economically and efficiently the high quality of our legal representation, while permitting us both to avoid sacrificing the quality of our work for lower fees and to avoid assigning senior attorneys to tasks which can be performed proficiently by junior attorneys, paralegals or staff members.

We request that you pay our statements promptly upon Court approval. If our bills are not timely paid, you agree that we have the right to withdraw as your counsel.

3. Conflicts of Interest

We cannot, without appropriate consents, represent any party if there is a conflict of interest with any of our other clients (or in certain cases, former clients). In connection with this matter, we have searched our client/matter database for the following individuals and entities:

Allen Matkins Leck Gamble Mallory & Natsis LLP
Attorneys at Law

Mr. Geoffrey B. Winkler, JD, MBA, CFE, CIRA

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- United States Securities and Exchange Commission;
- Geoff Winkler, Receiver;
- Matthew Wade Beasley;
- Beasley Law Group APC;
- Jeffrey J. Judd;
- Christopher R. Humphries;
- J&J Consulting Services, Inc.;
- J and J Purchasing LLC;
- Shane M. Jager;
- Jason M. Jongeward;
- Denny Seybert;
- Roland Tanner;
- The Judd Irrevocable Trust;
- PAJ Consulting Inc.;
- BJ Holdings LLC;
- Stirling Consulting, LLC;
- CJ Investments, LLC;
- JL2 Investments, LLC;
- Rocking horse Properties, LLC;
- Triple Threat Basketball, LLC;
- ACAC LLC;
- Anthony; Michael Alberto, Jr.;

Allen Matkins Leck Gamble Mallory & Natsis LLP
Attorneys at Law

Mr. Geoffrey B. Winkler, JD, MBA, CFE, CIRA

June 7, 2022

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- Monty Crew LLC; and
- Danny Ayala

As of the date of this correspondence, we have not discovered any conflict that requires further action before undertaking our representation. Please advise us at or before the time you return the signed copy of this letter if you know of any other individuals or entities that may be involved in this matter. In addition, please inform us promptly in the future if you learn of other persons or entities that may be involved so we can make a conflict of interest search with respect to them.

4. No Guarantees

We have not made and cannot make any representations or guarantees regarding the successful outcome of any representation or the actual amount of fees or costs you will incur, as fees, costs, and results are often affected by external factors beyond our control. We will provide you on request with an estimate of the future fees and costs you should anticipate on this matter. However, an estimate is not a fixed fee and is not a commitment by us to perform our services for that amount. You will be responsible for the actual fees and costs incurred.

5. Client Representation by Allen Matkins

Allen Matkins is only representing you, Geoff Winkler, of American Fiduciary Services LLC, in your capacity as receiver. We are not representing any of your affiliates, subsidiaries, parent companies, joint ventures, officers, directors, partners, principals, investors, or employees, unless otherwise agreed to by Allen Matkins in writing. Allen Matkins may be adverse to these affiliated parties or their legal interests on unrelated matters. No attorney-client relationship is created between us and any other person or entity other than the undersigned merely because we may request or receive information from them or otherwise interact with them in the course of our engagement.

6. Consent to Electronic Communications

We will use state-of-the-art communications devices and networks to the fullest extent possible (*e.g.*, email, document transfer by computer, cellular telephones, cloud services, etc.). We will use all reasonable efforts to prevent any unauthorized disclosure of privileged or confidential information. You acknowledge your consent to the use of these devices and networks.

7. Termination of Services/Withdrawal From Representation

The attorney-client relationship is one of mutual trust and confidence. If you have any questions relating to our engagement or monthly statements, please contact me immediately. This agreement may be terminated by either party upon reasonable notice for any reason. In the event of

Allen Matkins Leck Gamble Mallory & Natsis LLP
Attorneys at Law

Mr. Geoffrey B. Winkler, JD, MBA, CFE, CIRA

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a termination, you remain liable for all unpaid fees and costs incurred. If you do not meet your obligation to pay us timely (within 30 days of Court approval of our fees and expenses), we reserve the right to withdraw from your representation on that basis. We also reserve the right to withdraw if a conflict of interest arises and is not waived by a necessary party or is not waivable.

8. File Retention Policy

We will retain our files for six years following the conclusion of any particular matter ("File Retention Period"). You may request that we return or transfer them at any time before the end of the File Retention Period. If we have not received a request prior to the end of the File Retention Period, we have the right to destroy them without any further notice to you.

9. Confirmation of Agreement

Please confirm your agreement by signing and returning it to us. We appreciate the opportunity to work with you.

Very truly yours,



Joshua A. del Castillo

APPROVED, ACCEPTED AND AGREED TO
this 9 day of June, 2022.



GEOFF WINKLER, Receiver

EXHIBIT 4

EXHIBIT 4

Allen Matkins' Proposed Rate Structure
and Anticipated Staffing Arrangement



David R. Zaro

PARTNER | LOS ANGELES

T (213) 955-5518

E dzaro@allenmatkins.com

With decades of experience breaking down complicated problems in large and complex creditors' rights, bankruptcy, and state and federal receivership matters, David Zaro brings a unique ability to cut through the background noise and deliver practical advice that leads to successful outcomes for his clients.

David frequently represents lenders in workouts, foreclosures, bankruptcy actions, and related litigation. He also structures loan modifications, or sales of financial instruments both in and out of bankruptcy. Clients value David's experience, knowledge and proactive counsel, as well as his commitment to accessibility and responsiveness.

EDUCATION

J.D., UC Hastings College of the Law

B.A., Stanford University

SERVICES

Litigation & Counseling

Restructuring, Insolvency & Bankruptcy

Construction Litigation

Receiverships, Lenders & Special Creditor Remedies

INDUSTRIES

Financial Services

Construction

Creditors' Rights and Bankruptcy Litigation

An astute strategist, David is called on by a wide range of clients, including banks and other institutional lenders, developers, landlords, receivers, examiners, secured and unsecured creditors, and other business enterprises, to represent them in creditors' rights and bankruptcy negotiations or litigation in federal and state courts throughout California and in other key jurisdictions.

In distressed or failed real estate and construction projects, hotels, apartment buildings, condos, and multi-building office parks and towers, David's extensive experience with construction litigation allows him to provide clients with insight and strategies to maximize recoveries, as well as practically assessing the collateral and the borrower's ability to repay the debt. After completing an analysis of the lender's potential risks, he adeptly develops a sound strategy for realizing on the collateral and recovering the debt.

For commercial lenders and others, he advises on all aspects of commercial law, with a particular focus on commercial mortgage litigation, bank regulatory disputes, and collection actions.

In addition to David's experienced counsel, clients also benefit from his seamless access to top-notch appraisers, forensic accountants, and technology investigators, as well as his Allen Matkins colleagues who address related areas, such as real estate transactions, construction contracts, tax matters, employment laws, and court trials.

Receiverships

In receivership cases, David has represented receivers in assuming control over enterprises where hundreds of millions of dollars are at issue. He has advised receivers on the legal issues involved in all aspects of the receivership and his knowledge and experience with large receivership matters allows him to advise his clients as to the appropriate frameworks and creative strategies for recovering diverted assets.

Among David's receivership cases are the representation of court-appointed receivers in a \$1.2 billion fraud action brought by the Securities and Exchange Commission in connection with a 180 assisted living facilities and a \$750 million Ponzi-like scheme involving the purchase of medical related receivables and lending transactions.

David is a sought-after lecturer on matters of commercial mortgage litigation and workouts, creditors' rights, and other real property remedies.

ACCOLADES

- Awarded Turnaround Management Association's Transaction of the Year- Large Turnaround Award (2011)

BAR ADMISSIONS

- California

COURT ADMISSIONS

- U.S. District Court, Central District of California
- U.S. District Court, Northern District of California
- U.S. District Court, Eastern District of California
- U.S. District Court, Southern District of California
- U.S. District Court, District of Arizona
- California Supreme Court
- U.S. Court of Appeals for the Ninth Circuit
- U.S. Supreme Court

Matters

- **SEC Receiver.** Represented an SEC Receiver in a securities fraud case in connection with the raising of \$120 million via the EB-5 program for the development of two large properties in Seattle and neighboring Everett. Prosecuted claims to recover investor funds from a third-party borrower.

- **Residential and Commercial Bank.** Represented the bank in achieving a favorable published decision by the Ninth Circuit in a chapter 12 bankruptcy case. The appeal involved an attempt by a debtor in bankruptcy, a self-described family farmer, to leverage a discharge of personal debt in a prior chapter 7 bankruptcy case into subsequent eligibility under chapter 12 of the Bankruptcy Code, which could have enabled her to avoid foreclosure or strip down the value of the bank's security in the subject property. The Ninth Circuit did not agree with the debtor. The debtor sought an *en banc* review of the Ninth Circuit's decision which was subsequently denied.
- **Residential and Commercial Bank.** Represented a residential and commercial bank in defending several thousand lawsuits throughout California and managed local counsel in 20 other states. The lawsuits concern allegations of mortgage fraud, wrongful foreclosure, violations of TILA, RESPA, HOSPA, and other statutory and regulatory issues.
- **Commercial Lender.** Represented a commercial lender in the workout and collection of a portfolio of commercial loans exceeding \$1 billion.
- **Residential and Commercial Lender.** Represented a residential and commercial lender in the workouts and collections of a portfolio of construction loans. The loans involved both completed and in-progress projects.
- **SEC Receiver.** Represented an SEC Receiver in a securities fraud case involving losses to investors of over \$40 million.



Joshua A. del Castillo

PARTNER | LOS ANGELES

T (213) 955-5591
E jdcastillo@allenmatkins.com

Institutional lenders, commercial litigants, and receivers look to Joshua del Castillo for inventive answers to complex creditors' rights, receivership, and regulatory questions. His depth of experience and creativity in the areas of creditors' rights litigation and bankruptcy, the unique relationships he has cultivated in the receiverships space, and his familiarity with to up-to-the-minute regulatory developments, enable him to develop innovative strategies that mitigate client risks and improve client results.

Creditors' Rights, Litigation, and Regulatory Counsel

Joshua is a key member of the firm's Restructuring, Insolvency & Bankruptcy practice group, and routinely serves as counsel for institutional lenders or other creditors in bankruptcy and commercial litigation proceedings throughout California, in both state and federal courts, in addition to providing oversight to local counsel nationwide. Joshua likewise regularly represents clients in state and federal appellate matters. He is often called upon to provide proactive regulatory counsel, dispensing compliance advice and developing and deploying troubleshooting strategies, many derived from his extensive experience in serving as defense counsel to financial institutions in regulatory matters. In this capacity, Joshua assists clients in effectively satisfying their regulatory obligations while seeking to avoid potentially costly litigation or penalties.

A Pioneer in Receivership Solutions

As a member of the firm's premier Receiverships, Lenders & Special Creditor Remedies practice group, Joshua has been recognized for pioneering new legal solutions for receivers in state and federal matters, and has developed significant practical experience in creditors' rights, bankruptcy, and

EDUCATION

J.D., USC Gould School of Law
M.A., University of Michigan
B.A., *cum laude*, University of Southern California

SERVICES

Restructuring, Insolvency & Bankruptcy
Litigation & Counseling
Receiverships, Lenders & Special Creditor Remedies
Commercial Finance

INDUSTRIES

Financial Services
Residential & Multifamily

commercial litigation, including in the receivership context. This experience has taught him how to leverage new developments in the law to find innovative solutions to both age-old and novel problems.

Joshua bolsters his ability to solve multi-faceted client problems with broad access critical resources at Allen Matkins—including attorneys with unique knowledge and relationships across a spectrum of environmental, real estate, securities, labor, and related issues—and regularly works with an extensive network of outside professionals, including forensic accountants, tax accountants, private investigators, property managers, and brokers. Joshua endeavors to staff matters leanly so that his clients become familiar with all of the attorneys working on their matters, and receive accountable and responsive service.

In the Community

While helping his clients thrive, Joshua works to help the broader community prosper. In addition to his commitment to *pro bono* service, he currently serves on the advisory board of the Wage Justice Center, which works to advance low-income workers' rights, educate workers, and advocate for the collection of unpaid wages.

MEMBERSHIPS

- Financial Lawyers Conference
- California Receivers Forum
- Hispanic National Bar Association
- National Association of Federal Equity Receivers

ACCOLADES

- *Pro Bono Award*, Wage Justice Center, 2009
- Selected for inclusion in *Super Lawyers' Southern California Rising Stars* (2012 - 2015)

BAR ADMISSIONS

- California

COURT ADMISSIONS

- All California state courts
- U.S. District Court, Northern District of California (including Bankruptcy Court)
- U.S. District Court, Eastern District of California (including Bankruptcy Court)
- U.S. District Court, Central District of California (including Bankruptcy Court)
- U.S. District Court, Southern District of California (including Bankruptcy Court)
- U.S. Court of Appeals for the Ninth Circuit
- Bankruptcy Appellate Panel of the Ninth Circuit
- Supreme Court of the United States

Matters

LITIGATION AND BANKRUPTCY

- **Commercial Lenders.** Represented a national, commercial lender in connection with a large bankruptcy and breach of contract dispute, in both state and federal courts.
- **Developers.** Represented national developers in connection with preferential transfer claims brought by bankruptcy trustees.
- **Law Firms.** Represented a national law firm in connection with the bankruptcy of a large client.
- **Mortgage Lenders.** Represented a number of the nation's largest mortgage lenders in multiple commercial litigation matters, in both state and federal courts, including courts of appeal.
- **Non-Profit Organizations.** Provided *pro bono* assistance to a non-profit organization representing indigent and low-income workers in employment disputes.

FEDERAL EQUITY RECEIVERSHIPS

- ***Securities and Exchange Commission v. Plus Money, Inc., et al.***, (U.S. District Court, Southern District of California). Represented a receiver appointed in a Securities and Exchange Commission enforcement action alleging a \$45 million Ponzi-like investment scheme based on purported covered-call option trading. Receiver marshaled assets and distributed funds to defrauded investors.
- ***Securities and Exchange Commission v. Pacheco, et al.***, (U.S. District Court, Southern District of California). Represented a receiver appointed in a Securities and Exchange Commission enforcement action alleging a \$15 million Ponzi-like investment scheme based on purported covered-call option trading. Receiver marshaled assets and distributed funds to defrauded investors.
- ***Securities and Exchange Commission v. Medical Capital Holding, et al.***, (U.S. District Court, Central District of California). Represented a receiver appointed in a Securities and Exchange Commission enforcement action alleging a Ponzi-like investment scheme which raised over \$1 billion, ostensibly to purchase medical receivables.
- ***Securities and Exchange Commission v. Global Online Direct, Inc., et al.***, (U.S. District Court, Northern District of Georgia). Represented a receiver appointed in a Securities and Exchange Commission enforcement action alleging that the defendant entities raised over \$45 million through the sale of unregistered securities.
- ***Securities and Exchange Commission v. Trabulse, et al.***, (U.S. District Court, Northern District of California). Represented a receiver appointed to monitor a hedge fund, at the request of the Securities and Exchange Commission.

- ***Federal Trade Commission v. Consumer Advocates Group, LLC, et al.***, (U.S. District Court, Southern District of California). Represented a receiver appointed at the request of the Federal Trade Commission in connection with an enforcement action alleging deceptive and fraudulent mortgage modification practices.

REAL PROPERTY RECEIVERSHIPS

- ***Wachovia Bank, NA v. Downtown Sunnyvale Residential, LLC, et al.***, (Superior Court of California, County of Santa Clara). Represented a real property receiver appointed over a large-scale commercial development in connection with successfully securing trial court approval of the receiver's administration and improvement of the development, as well as approval of the receiver's compensation and discharge request.
- ***First Citizens Bank & Trust Co. v. NDustrial Drive LLC, et al.***, (Superior Court of California, County of San Joaquin). Represented a real property receiver appointed to administer receivership estate substantially comprised of abandoned recycling facility. Assisted receiver with site clean-up, marketing, and sale efforts.
- ***Hana Small Business Lending, Inc. v. Rock Petroleum, Inc., et al.***, (Superior Court of California, County of Riverside). Represented a real property receiver appointed to administer, and ultimately sell, receivership estate comprised of multiple service stations, convenience stores, and attendant contracts and permits.
- ***Excel National Bank v. Tolosa Sison Family Corp., et al.***, (Superior Court of California, County of San Mateo). Represented a real property receiver appointed to administer receivership estate substantially comprised of service station and convenience store assets.

REGULATORY COMPLIANCE

- **Real Property Brokerage.** Represented one of the Southwest's largest real property brokerages in connection with litigation alleging a violation of federal consumer protection statutes.
- **Lenders and Institutional Investors.** Represented lender in connection with litigation alleging systematic violations of the Fair Credit Reporting Act. Represented national institutional investor in connection with revision of internal policies and procedures for compliance with new or revised consumer protection statutes. Represented lender in connection with action implicating Bank Secrecy Act and Gramm-Leach-Bliley-Act matters.
- **Telecommunications Business.** Represented cell tower leasing entity in connection with policies and procedures for compliance with new or revised consumer protection statutes.
- **Public Interest Organizations.** Provided analysis of applicability of provisions of Dodd-Frank Act to highly publicized business practices of so-called buy-here / pay-here automobile dealerships.



Matthew D. Pham

ASSOCIATE | LOS ANGELES

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Matthew D. Pham is an associate in the Los Angeles office of Allen Matkins where he is a member of the Receiverships, Lenders & Special Creditor Remedies and the Restructuring, Insolvency & Bankruptcy practice groups.

Across a range of bankruptcy and insolvency-related proceedings, such as chapter 11 cases, receiverships, assignments for the benefit of creditors, and out-of-court workouts, Matt has represented a variety of constituents, including operating debtors, creditors' committees, secured and unsecured creditors, shopping center landlords, utility companies, and defendants in avoidance actions.

Following law school, Matt served in two clerkships. From 2011 to 2014, he was a rotating law clerk to the Honorable Fredrick E. Clement, W. Richard Lee (retired), and Whitney Rimel (retired) of the U.S. Bankruptcy Court, Eastern District of California. Then, from 2014 to 2015, he clerked for the Honorable Scott H. Yun of the U.S. Bankruptcy Court, Central District of California. Prior to joining Allen Matkins, Matt was in private practice at two mid-sized firms in Southern California

MEMBERSHIPS

- Insolvency Law Committee of the California Lawyers Association's Business Law Section (current chair of the Constituency, Outreach, and Website Subcommittee)
- Financial Lawyers Conference
- American Bankruptcy Institute

BAR ADMISSIONS

- California

COURT ADMISSIONS

- U.S. District Court, Central District of California
- U.S. District Court, Eastern District of California
- U.S. District Court, Northern District of California

EDUCATION

J.D., *cum laude*, UC Hastings College of the Law
B.S.C., *summa cum laude*, Santa Clara University

SERVICES

Receiverships, Lenders & Special Creditor Remedies
Restructuring, Insolvency & Bankruptcy

- U.S. District Court, Southern District of California



Alexandra R. Jernigan

ASSOCIATE | LOS ANGELES

T (213) 955-5590

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Alexandra “Alex” Jernigan is a litigation associate in the firm’s Los Angeles office. She brings an integrative approach to the practice of law, channeling her enthusiasm for learning and problem-solving into delivering a superior legal product. Her background offers a variety of unique skill sets that complement the firm’s service team, including a broad understanding of business goals and real estate, an excellence in legal writing, an understanding of the judicial system and its legal processes, exercised communication and conflict resolution skills, and a curious and creative mindset.

Before working at Allen Matkins, Alex worked at a full-service law firm in Newport Beach. During law school she also served as judicial extern for the Honorable Julia W. Brand and the Honorable Sandra R. Klein of the United States Bankruptcy Court for the Central District of California. Additionally, she was the recipient of the Top 10 Best Brief award in the Law School Moot Court Competition and also served as the managing editor of the *Loyola of Los Angeles Law Review*.

Prior to law school, Alex worked at a national full-service asset and property management firm, where she worked with real estate investors of all levels of financial literacy, guiding them through asset acquisition, leasing and property performance refinancing, and other transactions.

MEMBERSHIPS

- Orange County Bar Association
- Women Lawyers Association of Los Angeles (WLALA)

BAR ADMISSIONS

- California

EDUCATION

J.D., Loyola Law School

B.A., *cum laude*, George Mason University

SERVICES

Litigation & Counseling

INDUSTRIES

Financial Services

Technology



Karine Akopchikyan

ASSOCIATE | LOS ANGELES

T (213) 955-5674

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Karine Akopchikyan is a litigation associate in the Los Angeles office of Allen Matkins.

Karine served as a Judicial Extern to the Honorable Ronald R.S. Lew in the U.S. District Court, Central District of California.

MEMBERSHIPS

- USC Gould Alumni Association, Vice President

BAR ADMISSIONS

- California

EDUCATION

J.D., USC Gould School of Law

B.A., *magna cum laude*, California State University, Northridge

SERVICES

Litigation & Counseling