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

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

13 SECURITIES AND EXCHANGE COMMISSION,

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

14 Plaintiff,

[HEARING REQUESTED]

15 vs.

**MOTION TO COMPEL OR
 ALTERNATIVE MOTION FOR
 ORDER TO SHOW CAUSE WHY
 JEFFREY J. JUDD AND/OR THOSE
 ACTING ON HIS BEHALF SHOULD
 NOT BE HELD IN CONTEMPT FOR
 FAILURE TO COMPLY WITH THIS
 COURT’S ORDER APPOINTING
 RECEIVER DUE TO FAILURE TO
 TURN OVER ASSETS**

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

21 Defendants,

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

27 Relief Defendants.

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1 Comes now, Geoff Winkler, the Court-appointed Receiver (the “Receiver”) for J&J
 2 Consulting Services, Inc., an Alaska corporation; J&J Consulting Services, Inc., a Nevada
 3 corporation; J and J Purchasing LLC; The Judd Irrevocable Trust; and BJ Holdings LLC, and over
 4 the Wells Fargo Interest on Lawyers' Trust Account ending in 5598 and held in the name of Beasley
 5 Law Group PC, along with the personal assets of Matthew Wade Beasley; Jeffrey J. Judd; Christopher
 6 R. Humphries; Shane M. Jager; Jason M. Jongeward; Denny Seybert; and Roland Tanner
 7 (collectively, the "Receivership Defendants"), by and through the Receiver’s proposed counsel of
 8 record, the law firm of Greenberg Traurig, LLP, and hereby submits the following Motion to Compel
 9 or Alternative Motion for Order to Show Cause Why Jeffrey J. Judd and/or those Acting on His
 10 Behalf Should not be Held in Contempt for Failure to Comply with this Court’s Order Appointing
 11 Receiver (ECF No. 88) Due to Failure to Turn Over Assets (“Motion”).

12 This Motion is based upon the attached Memorandum of Points and Authorities, the exhibits
 13 hereto including the Declarations of Geoff Winkler and Joshua A. del Castillo, the pleadings and
 14 papers on file herein, and such other and further arguments and evidence as may be presented to the
 15 Court in connection with the Motion.

16 Respectfully submitted this 10th day of June 2022

17 GREENBERG TRAUIG, LLP

18 By: /s/ Kara B. Hendricks

19 KARA B. HENDRICKS, ESQ.
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*Attorneys for Geoff Winkler, Receiver for
 J&J Consulting Services, Inc., J&J
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CERTIFICATION OF EFFORTS TO CONFER PRIOR TO FILING

The Receiver and his proposed counsel have conferred with Kevin Anderson, counsel for Jeffery Judd, in good faith attempts to resolve the disputes raised in this Motion without the need for Court intervention. After a sincere effort to do so, including a video conference, telephone call and email/written correspondence, the parties have been unable to resolve the matter without court action, necessitating the instant Motion. See Declaration of Geoff Winkler attached hereto as **Exhibit A** and Declaration of Joshua A. del Castillo attached hereto as **Exhibit B**.

MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

Through this Motion, the Receiver requests an Order to Compel or an Order to Show Cause why Jeffrey J. Judd (“Judd”) and/or those acting on his behalf should not be held in civil contempt for failure to immediately turn over to the Receiver assets as required by this Court’s June 3, 2022 Order Appointing Receiver (ECF No. 88) (the “Appointment Order”). As discussed herein, the Appointment Order expressly calls for the turnover of, among other items, the funds currently held by counsel in connection with the representation of Judd or any other Receivership Defendant as well as personal property. Based on available information, the Receiver believes that at least \$8,050,000 in receivership property is being held by various attorneys that purport to represent Judd.¹ These funds should be immediately turned over to the Receiver pursuant to the Appointment Order, and include:

FIRM	AMOUNT BELIEVED TO BE HELD BY FIRM
Fabian & Clendenin, PC dba Fabian VanCott	\$750,000
Law Offices of Michael L. Peters, Esq.	\$2,750,000
Law Offices of Camille Dean, P.C.	\$250,000
Oberheiden, P.C.	\$2,800,000
John W. Sellers, Esq.	\$1,500,000
TOTAL	\$8,050,000

¹ The Receiver has reached out to the law firms and attorneys believed to be holding additional funds on behalf of Mr. Judd and has requested the turnover of the same. The Receiver is hopeful the funds will be turned over voluntarily without the need for Court intervention.

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1 Kevin Anderson of the Fabian VanCott Firm has acknowledged the existence of such funds
 2 that were received directly from Judd.² However, Mr. Anderson has refused to turn over funds held
 3 by the Fabian VanCott Firm, claiming that the Appointment Order is unclear as to its turnover
 4 requirements, and contending that the funds are needed to pay attorneys to represent Judd, pay for
 5 Judd's necessary and reasonable living expenses and expressed concerns about the SEC's actions
 6 affecting Mr. Judd's "assets, livelihood, and pursuit of happiness". See, email correspondence from
 7 Mr. Anderson attached hereto as **Exhibit C**. In subsequent discussions, Mr. Anderson also
 8 maintained that he is not bound to comply with the turnover provisions of the Appointment Order on
 9 the grounds that the Appointment Order is allegedly incompatible with other orders of the Court and
 10 that the Appointment Order is not applicable to funds to be used in connections with Judd's legal
 11 representation in this case and/or other related matters. *Id.* and Exs. ¶ A (Winkler Declaration) and B
 12 (del Castillo Declaration).

13 The Receiver respectfully submits that the Appointment Order is clear on its face, and that the
 14 requested turnover of funds is not merely required, but fundamental to the very purpose of the instant
 15 receivership. In that respect, it is the Receiver's obligation to identify and collect receivership assets,
 16 including funds held by the Receivership Defendants with their respective counsel. If and when a
 17 Receivership Defendant's counsel seeks payment for legal services, then they can apply to the Court
 18 for the release of the same. It is not, however, for the Receivership Defendants or their attorneys to
 19 unilaterally determine what qualifies as receivership assets or decide if, when, and how much they
 20 will turn over, or otherwise place conditions upon their compliance with the Appointment Order.
 21 Given the undeniable violation of the specific and definite order of this Court that the funds be turned
 22 over to the Receiver, an order to show cause should issue and a finding of civil contempt is warranted.

23 II. RELEVANT FACTUAL BACKGROUND

24 On June 3, 2022, this Court entered the Appointment Order, Sections II and IV of which
 25 provide "[a]ll persons and entities having control, custody or possession of any Receivership Property
 26 are hereby directed to turn such property over to the Receiver" and "[t]he Receiver is authorized to
 27

28 _____
² See, **Exhibit A** (Winkler Declaration at ¶ 7.)

1 take immediate control of all personal property of the Receivership Defendants[.]” ECF No. 88.
2 Section III of the Appointment Order further obligates individuals and entities in receipt of the
3 Appointment Order to “[c]ooperate expeditiously in providing information and transferring funds,
4 assets and accounts to the Receiver or at the direction of the Receiver.” *Id.*

5 On June 5, 2022, Kevin Anderson, Esq., counsel for Judd, sent email correspondence to the
6 Receiver in which he advised:

7 “The Court’s June 3, 2022 Order Appointing Receiver is not clear on its
8 effect on the Court’s April 21, 2022 Order Entering Preliminary Injunction,
9 Asset Freeze, and other Equitable Relief. Is the Receiver now in charge of
10 the use of funds for Mr. Judd’s attorneys’ fees and costs? The release of
11 funds held by attorneys to allow for representation of Mr. Judd needs to be
12 resolved immediately. Mr. Judd is entitled to legal representation in the
13 ongoing criminal investigations, the SEC’s civil enforcement case, and in
14 connection with any police or regulatory actions of the SEC not stayed by
15 the Court, as well as any other actions the Receiver may take, in consultation
16 with SEC counsel affecting Mr. Judd’s assets, livelihood, and ‘pursuit of
17 Happiness.’”

18 Same question with regard to any allowance for necessary and reasonable
19 living expenses.”³

20 Ex. C.

21 On June 6, 2022, via video conference and in a subsequent telephone call, the Receiver and
22 his proposed counsel conferred with Mr. Anderson, who was already in receipt of the Appointment
23 Order, and requested the turnover of the funds in issue here.⁴ Mr. Anderson acknowledged that his
24 firm, Fabian VanCott, is holding funds as a retainer, advance fee, or client trust account balance in
25 connection with its service as Judd’s counsel, which funds the Receiver presently understands total
26 at least \$750,000.00.⁵ During the two June 6th discussions, Mr. Anderson indicated he did not agree
27 with the Receiver’s position that the Appointment Order required the turnover of funds to the
28 Receiver, and indicated that his firm would decline to turn over the funds in its possession, and might
petition the Court for further instructions, or otherwise take action to challenge the Receiver’s

³ **Exhibit C**, June 5, 2022 Email Correspondence from Kevin N. Anderson.

⁴ **Exhibit A** (Winkler Declaration) at ¶ 5, and **Exhibit B** (“del Castillo Declaration”) at ¶ 4.

⁵ Ex. A at ¶ 7 and Ex. B at ¶ 6.

1 turnover request.⁶ On June 7, 2022, the Receiver's proposed counsel sent a written demand for
2 turnover.⁷

3 On the evening June 9, 2022, a response was provided by Mr. Anderson, a true and correct
4 copy of which is attached hereto as **Exhibit E**. Therein, and among other things, Mr. Anderson
5 reiterated his position that the terms of the Appointment Order were incompatible with procedures
6 previously developed in this matter and did not compel the turnover of client trust funds absent a
7 further order of the Court.⁸ Proposed counsel for the Receiver responded to the same and reiterated
8 the Receiver's position and interpretation of the Appointment Order, and sought to address the issues
9 raised in Mr. Anderson's June 9, 2022 correspondence.⁹ Additionally, Mr. Anderson was advised
10 that because the parties were at an impasse, an appropriate motion would be forthcoming.¹⁰

11 III. LEGAL ARGUMENT

12 An order compelling Judd and/or his agents to deliver accounts and assets to the Receiver is
13 warranted. Additionally, the court has the ability to issue an order to show cause why the
14 Appointment Order is not being followed. “Courts have inherent power to enforce compliance with
15 their lawful orders through civil contempt.” *Shillitani v. United States*, 384 U.S. 364, 370 (1966).
16 To hold a party in civil contempt, “the moving party has the burden of showing by clear and
17 convincing evidence that the [nonmoving party] violated a specific and definite order of the court.”
18 *FTC v. Affordable Media, LLC*, 179 F.3d 1228, 1239 (9th Cir. 1999) (quoting, *Stone v. City and*
19 *County of San Francisco*, 968 F.2d 850, 856 n. 9 (9th Cir, 1992)); *see also In re Dual-Deck Video*
20 *Cassette Recorder Antitrust Litig.*, 10 F.3d 693, 695 (9th Cir. 1993) (“Civil contempt...consists of a
21 part’s disobedience to a specific and definite court order by failure to take all reasonable steps within
22 the party’s power to comply.”). In this context, “[c]lear and convincing evidence means evidence
23 sufficient to support a finding of ‘high probability’”. *Waits v. Frito-Lay, Inc.*, 978 F.2d 1093, 1105
24 (9th Cir. 1992), *abrogated by Lexmark Int’l, Inc. v. Static Control Components, Inc.*, 572 U.S. 118,

25
26 ⁶ Ex. A at ¶ 6 and Ex. B at ¶¶ 7 – 10.

27 ⁷ Ex. B at ¶ 11 and **Exhibit D** (June 7, 2022 Correspondence to Kevin Anderson).

28 ⁸ Ex. B, ¶ 12.

⁹ *Id.* at ¶ 13 and **Exhibit F** attached hereto.

¹⁰ *Id.*

1 134 S.Ct. 1377 (2014). Upon a demonstration that a specific and definite order was violated, “[t]he
 2 burden then shifts to the contemnors to demonstrate why they were unable to comply.” *Affordable*
 3 *Media*, 179 F.3d at 1239.¹¹

4 When construing an order, the court shall look to the “natural reading of its text.” *Ruiz v.*
 5 *Snohomish Cnty. Pub. Util. Dist. No. 1*, 824 F.3d 1161, 1167 (9th Cir. 2016). “If the judgment is
 6 unambiguous, the court may not consider ‘extraneous’ evidence to explain it.’ *Narramore v. United*
 7 *States*, 852 F.2d 485, 490 (9th Cir. 1988) (internal citations omitted). Moreover, as the Ninth Circuit’s
 8 holding in *F.T.C. v. Network Servs. Depot, Inc.*, 617 F.3d 1127 (9th Cir. 2010) recognizes, “[a]n
 9 attorney is an ‘officer of the court’ who, by virtue of his or her professional position, undertakes
 10 certain ‘special duties ... to avoid conduct that undermines the integrity of the adjudicative process.’”
 11 *Network Servs.* at 1143, *see also S.E.C. v. Fujinaga and MRI Int’l, Inc.*, No. 2-13-cv-1658-JCM-
 12 CWH, 2020 WL 3050713 at *3 (D. Nev. June 8, 2020).

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

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

23 Moreover, paragraphs 16 and 17 of the Appointment Order are clear in requiring persons
 24 acting for or on behalf of the Receivership Defendants that have possession of receivership property

25 _____
 26 ¹¹ The Ninth Circuit has found contempt sanctions are not warranted when a party’s action (or inaction)
 27 “appears to be based on a good faith and reasonable interpretation” of the Court’s order. *Vertex Distrib., Inc.*
 28 *v. Falcon Foam Plastics, Inc.*, 689 F.2d 885, 889 (9th Cir. 1982). Relevant to the instant application, Judd
 has not demonstrated any good cause for their inaction and Judd’s position contradicts the clear terms of the
 Application Order. Indeed, based on prior correspondence with Judd’s counsel, Judd appears to be operating
 under the belief that the funds currently held by Fabian VanCott are excepted from the turnover provisions of
 the Appointment Order solely because Mr. Judd is entitled to legal representation. *See Exhs. A-C.*

1 to deliver the same to the Receiver. Specifically, paragraph 16 provides that “any persons acting for
 2 or on behalf of the Receivership Defendants, and any persons receiving notice of this Order ... having
 3 possession of the property ... accounts or assets of the Receivership Defendants are hereby directed
 4 to deliver the same to the Receiver.” *Id.* at ¶ 16. In other words, Paragraph 16 requires any non-
 5 defendant third party holding assets of any Receivership Defendant (including the Individual
 6 Defendants) to turn over those assets to the Receiver. Paragraph 17 then provides a series of
 7 directives regarding the treatment of assets held by third parties, including cooperating “expeditiously
 8 in providing information and transferring funds, assets and accounts to the Receiver[.]” *Id.* at ¶ 17.

9 There can be no good faith argument that the terms of the Appointment Order are vague or
 10 ambiguous in any way with respect to funds transferred from Judd to Fabian VanCott—a fact admitted
 11 by Mr. Anderson. Similarly, it is clear that Fabian VanCott is required to deliver the funds to the
 12 Receiver. Thus, under the clear terms of the Appointment Order, any such funds are subject to the
 13 turnover provisions of the Appointment Order and Judd and/or his counsel’s failure or refusal to
 14 comply therewith warrants compelling the delivery of the funds to the Receiver and/or subjects Judd
 15 and those acting on his behalf to civil contempt to enforce compliance with the Appointment Order.¹²
 16 *See Shillitani*, 384 U.S. at 370. In an instance such as this, an attorney has an affirmative duty to act
 17 in a manner that adheres to, and upholds, the terms of a court’s order. In fact, this Court has previously
 18 found, in a situation strikingly similar to this, “[a]n attorney is an ‘officer of the court’ who, by virtue
 19 of his or her professional position, undertakes certain ‘special duties ... to avoid conduct that
 20 undermines the integrity of the adjudicative process.’” *S.E.C. v. Fujinaga and MRI Int’l, Inc.*, No. 2-
 21 13-cv-1658-JCM-CWH, 2020 WL 3050713 at *3 (D. Nev. June 8, 2020) (quoting, *F.T.C. v. Network*
 22 *Servs. Depot, Inc.*, 617 F. 3d 1127 (9th Cir. 2010)). In *Fujinaga*, this Court considered whether funds
 23 paid to a law firm by a relief defendant in an action to recover ponzi scheme funds were subject to
 24 the terms of a temporary restraining order and preliminary injunction and emphasized the attorney’s
 25 obligation to ensure compliance with a court’s order. *Fujinaga*, 2020 WL 3050713 at *3. Ultimately,
 26 the court found that the firm receiving the funds had an affirmative obligation to ensure those funds
 27

28 ¹² At this juncture it is not clear if the funds are to be held by the Fabian VanCott firm at the request of Judd. Regardless, such funds must be provided to the Receiver.

1 were not subject to the terms of the court’s order and by failing to do so, the firm was in contempt of
2 the court’s order. *Id.*

3 Applying the holding in *Fujinaga* to the instant matter, it is abundantly clear that by failing
4 and/or refusing to turn over the funds in accordance with the Receiver’s demand, Judd and/or the
5 Fabian Vanott firm have willingly violated the terms of the Appointment Order and an order to show
6 cause and finding of civil contempt is warranted. The mere fact that Mr. Judd is entitled to legal
7 representation does not except the funds at issue from the Receiver’s control—something
8 Mr. Anderson and his firm had an affirmative obligation to consider. *See, Fujinaga*, 2020 WL
9 3050713 at *3. Judd and/or his counsel’s refusal to turn over said funds constitutes a willful violation
10 of the specific and definite order of this Court. As such, an order compelling the delivery of funds
11 Judd provided to Fabian VanCott to the Receiver is warranted. Alternatively, the Court should issue
12 an order to show cause and absent good cause, a finding of civil contempt is warranted.

13 **IV. CONCLUSION**

14 For the foregoing reasons, the Receiver respectfully requests this Court enter an Order
15 Compelling Delivery of funds to the Receiver or the issuance of a show cause order as to why Judd
16 and/or those acting on his behalf should not be held in civil contempt for violating the Appointment
17 Order.

18 DATED this 10th day of June, 2022.

19 GREENBERG TRAUERIG, LLP

20 By: */s/ Kara B. Hendricks*

21 KARA B. HENDRICKS, ESQ.
22 Nevada Bar No. 07743
23 JASON K. HICKS, ESQ.
24 Nevada Bar No. 13149
25 KYLE A. EWING, ESQ.
26 Nevada Bar No. 014051

27 *Attorneys for Geoff Winkler, Receiver for*
28 *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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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 TRAUERIG, 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
Exhibit B	DECLARATION OF JOSHUA A. DEL CASTILLO
Exhibit C	JUNE 5, 2022 EMAIL FROM KEVIN ANDERSON
Exhibit D	JUNE 7, 2022 LETTER FROM JOSHUA DEL CASTILLO
Exhibit E	JUNE 10, 2022 EMAIL FROM JOSHUA DEL CASTILLO

EXHIBIT A

EXHIBIT A

Declaration of Geoff Winkler

1 KARA B. HENDRICKS, ESQ.

Nevada Bar No. 07743

2 JASON K. HICKS, ESQ.

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3 KYLE A. EWING, ESQ.

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

12 **IN THE UNITED STATES DISTRICT COURT**

13 **FOR THE DISTRICT OF NEVADA**

14 SECURITIES AND EXCHANGE COMMISSION,

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

15 Plaintiff,

16 vs.

DECLARATION OF GEOFF WINKLER IN SUPPORT OF MOTION TO COMPEL OR ALTERNATIVE MOTION FOR ORDER TO SHOW CAUSE WHY JEFFREY J. JUDD AND/OR THOSE ACTING ON HIS BEHALF SHOULD NOT BE HELD IN CONTEMPT FOR FAILURE TO COMPLY WITH THIS COURT'S ORDER APPOINTING RECEIVER DUE TO FAILURE TO TURNOVER ASSETS

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

22 Defendants,

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

Relief Defendants.

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1 **DECLARATION OF GEOFF WINKLER IN SUPPORT OF MOTION TO COMPEL**
2 **OR ALTERNATIVE MOTION FOR ORDER TO SHOW CAUSE WHY JEFFREY J. JUDD**
3 **AND/OR THOSE ACTING ON HIS BEHALF SHOULD NOT BE HELD IN CONTEMPT**
4 **FOR FAILURE TO COMPLY WITH THIS COURT’S ORDER APPOINTING RECEIVER**
5 **DUE TO FAILURE TO TURNOVER ASSETS**

6 I, GEOFF WINKLER, hereby declare as follows:

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

15 2. I make this declaration in support of the Receiver’s motion to compel or alternative
16 motion for order to show cause why Jeffrey J. Judd and/or those acting on his behalf should not be
17 held in contempt for failure to comply with this Court’s Order Appointing Receiver due to failure to
18 turnover assets (the “Motion”).

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

21 4. On June 5, 2022, I received email correspondence from Kevin Anderson relating to
22 the Appointment Order and purported concerns regarding funds held by his law firm, Fabian VanCott
23 relating to their client Jeffery Judd. A true and correct copy of the email correspondence is attached
24 to the Motion as Exhibit C.

25 5. On June 6, 2022 at approximately 1:30 p.m., I participated in a video conference with
26 the Mr. Anderson to address a number of topics related to his January 3rd email, Mr. Judd and the
27 Appointment Order. Joshua del Castillo, an attorney with the law firm of Allen Matkins Leck Gamble
28 & Natis LLP (“Allen Matkins”), also participated on the call. (A motion will be filed shortly to

1 approve the Allen Matkins law firm and the law firm of Greenberg Traurig as counsel for the Receiver
2 in this matter.)

3 6. Among other things, during the video conference we discussed the scope of the
4 Appointment Order, the Receiver's obligations to marshal assets including property, and funds held
5 by professionals in client trust accounts.

6 7. It is my understanding the Fabian VanCott law firm holds at least \$750,000 in funds
7 it received from Mr. Judd and Mr. Anderson acknowledged the same.

8 8. During the video conference we requested that all funds held for Mr. Judd's benefit by
9 the Fabian VanCott law firm be immediately turned over to the Receiver in accordance with the
10 Appointment Order.

11 9. Mr. Anderson indicated that he disagreed with the Receiver's interpretation of the
12 Appointment Order and indicated that his firm would not turn over on the grounds that the
13 Appointment Order is allegedly incompatible with other orders of the Court and that the Appointment
14 Order is not applicable to funds to be used in connections with Judd's legal representation in this case
15 and/or other related matters.

16 10. As of the date of the filing of the Motion, the requested funds have not been turned
17 over to the Receiver, thus necessitating the Motion.

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

20 DATED this 10th day of June 2022

21 *Geoff Winkler*

22 _____
23 GEOFF WINKLER
24 Declarant

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

EXHIBIT B

EXHIBIT B

Declaration of Joshua del Castillo

1 KARA B. HENDRICKS, ESQ.

Nevada Bar No. 07743

2 JASON K. HICKS, ESQ.

Nevada Bar No. 13149

3 KYLE A. EWING, ESQ.

Nevada Bar No. 014051

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Email: hendricksk@gtlaw.com

8 hicksja@gtlaw.com

ewingk@gtlaw.com

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

12 **IN THE UNITED STATES DISTRICT COURT**

13 **FOR THE DISTRICT OF NEVADA**

14 SECURITIES AND EXCHANGE COMMISSION,

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

15 Plaintiff,

16 vs.

**DECLARATION OF JOSHUA A. DEL
CASTILLO IN SUPPORT OF MOTION
TO COMPEL OR ALTERNATIVE
MOTION FOR ORDER TO SHOW
CAUSE WHY JEFFREY J. JUDD
AND/OR THOSE ACTING ON HIS
BEHALF SHOULD NOT BE HELD IN
CONTEMPT FOR FAILURE TO
COMPLY WITH THIS COURT'S
ORDER APPOINTING RECEIVER
DUE TO FAILURE TO TURNOVER
ASSETS**

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

22 Defendants,

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

Relief Defendants.

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1 **DECLARATION OF JOSHUA A. DEL CASTILLO IN SUPPORT OF MOTION TO**
2 **COMPEL OR ALTERNATIVE MOTION FOR ORDER TO SHOW CAUSE WHY**
3 **JEFFREY J. JUDD AND/OR THOSE ACTING ON HIS BEHALF SHOULD NOT BE**
4 **HELD IN CONTEMPT FOR FAILURE TO COMPLY WITH THIS COURT’S ORDER**
5 **APPOINTING RECEIVER DUE TO FAILURE TO TURNOVER ASSETS**

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

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

15 2. I make this declaration in support of the Receiver’s motion to compel or alternative
16 motion for order to show cause why Jeffrey J. Judd and/or those acting on his behalf should not be
17 held in contempt for failure to comply with this Court’s Order Appointing Receiver due to failure to
18 turnover assets (the “Motion”).

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

21 4. On June 6, 2022 at approximately 1:30 p.m., I participated in a video conference with
22 the Receiver and Kevin Anderson, an attorney with the law firm of Fabian VanCott, to address a
23 number of topics related to Mr. Anderson’s client, Jeffrey Judd, and this Court’s June 3, 2022 Order
24 Appointing Receiver (ECF 88) (“Appointment Order”).

25 5. Among other things, we sought to address the scope of the Appointment Order and the
26 Receiver’s obligations to marshal assets, including property and funds held by professionals in client
27 trust accounts, as we understand the Fabian VanCott law firm holds at least \$750,000 funds it received
28 from Mr. Judd.

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1 6. During the video conference, we requested that all funds held for Mr. Judd's benefit
2 by the Fabian VanCott law firm be immediately turned over to the Receiver in accordance with the
3 Appointment Order.

4 7. During the June 6, 2022 videoconference, Mr. Anderson acknowledged that the
5 Fabian VanCott law firm was holding funds in connection with its representation of Mr. Judd, which
6 I understood to represent a retainer, advance fee, or client trust account balance.

7 8. However, during the June 6, 2022 videoconference, Mr. Anderson indicated that he
8 disagreed with the Receiver's interpretation of the turnover provisions of the Appointment Order,
9 including on the grounds that the Appointment Order was allegedly incompatible with other orders
10 of the Court, and that the Appointment Order was not applicable to funds to be used in connections
11 with Judd's legal representation in this case and/or other related matters.

12 9. As a consequence, Mr. Anderson indicated that his firm would not immediately turn
13 over the funds in issue, and instead might seek clarification from the Court.

14 10. Later that same afternoon, I received a subsequent telephone call from Mr. Anderson
15 wherein he pressed for additional information regarding the Receiver's interpretation of the turnover
16 provisions of the Appointment Order. During the call I reaffirmed the Receiver's position that any
17 funds held by the Fabian VanCott firm on behalf for Mr. Judd were to be immediately turned over to
18 the Receiver. Mr. Anderson again voiced his disagreement with the Receiver's position and ended
19 the call.

20 11. On June 7, 2022, I sent written correspondence to Mr. Anderson formally requesting
21 the turnover of the funds in issue, and requesting that he and his law firm reconsider their position
22 regarding the turnover of the requested funds. A true and correct copy of my correspondence to
23 Mr. Anderson is attached to the Motion as Exhibit D.

24 12. On the evening June 9, 2022, I received a written response from Mr. Anderson, by
25 email. A true and correct copy of this response is attached to the Motion as Exhibit E. In his response,
26 and among other things, Mr. Anderson reiterated his position that the terms of the Appointment Order
27 were incompatible with procedures previously developed in this matter, and did not compel the
28 turnover of client trust funds absent a further order of the Court.

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1 13. On the morning of June 10, 2022, I sent a written response, via email, to Mr. Anderson
2 in connection with his prior correspondence, a true and correct copy of which is attached to the Motion
3 as Exhibit F. My response reiterated the Receiver's position and interpretation of the Appointment
4 Order, and sought to address the issues raised in Mr. Anderson's June 9, 2022 correspondence. It also
5 advised of the Receiver's intent to seek relief from the Court in connection with this dispute.

6 14. As of the time and date of execution of this Declaration, the funds in issue have not
7 been turned over to the Receiver.

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

10 DATED this 10th day of June 2022

11 

12 _____
13 JOSHUA DEL CASTILLO
14 Declarant

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25
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EXHIBIT C

EXHIBIT C

June 5, 2022 Email from Kevin Anderson

From: Kevin N. Anderson <kanderson@fabianvancott.com>

Sent: Sunday, June 5, 2022 5:56 AM

To: Geoff Winkler, JD, MBA, CFE, CIRA <geoff@americanfiduciaryservices.com>; del Castillo, Joshua <jdelcastillo@allenmatkins.com>; Combs, Tracy S <combst@SEC.GOV>; Fronk, Casey <FronkC@SEC.GOV>

Cc: David Billings <dbillings@fabianvancott.com>

Subject: FW: Judd Pre-Beasley Scheme Funds

Importance: High

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

The Court's June 3, 2022 Order Appointing Receiver is not clear on its effect on the Court's April 21, 2022 Order Entering Preliminary Injunction, Asset Freeze, and other Equitable Relief. Is the Receiver now in charge of the use of funds for Mr. Judd's attorneys' fees and costs? The release of funds held by attorneys to allow for representation of Mr. Judd needs to be resolved immediately. Mr. Judd is entitled to legal representation in the ongoing criminal investigations, the SEC's civil enforcement case, and in connection with any police or regulatory actions of the SEC not stayed by the Court, as well as any other actions the Receiver may take, in consultation with SEC counsel affecting Mr. Judd's assets, livelihood, and "pursuit of Happiness."

Same question with regard to any allowance for necessary and reasonable living expenses.

KEVIN N. ANDERSON

FabianVanCott

NV Mobile: 702.333.8861

NV Office: 702.233.4444

UT Mobile: 801.550.3990

EXHIBIT D

EXHIBIT D

June 7, 2022 Letter from Joshua del Castillo

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: 119600.01842/4856-7428-6884.1

Via Email/U.S. Mail

June 7, 2022

Fabian VanCott
Attn: Kevin N. Anderson, Esq.
215 South State Street, Suite 1200
Salt Lake City, Utah 84111

**Re: SEC v. Beasley, et al., USDC, D. Nev. Case No. 2:22-cv-00612 |
Request for turnover of funds, books, and records**

Dear Mr. Anderson:

As you know, this firm serves as counsel to Geoff Winkler (the "Receiver"), the Court-appointed 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 (all, collectively, the "Receivership Defendants") in the above-referenced matter (the "Receivership Case") pending in the United States District Court for the District of Nevada (the "Court"). A copy of the Order Appointing Receiver (the "Appointment Order"), entered in the Receivership Case on June 3, 2022 is enclosed herewith.

I am writing to follow-up on our discussions of June 6, 2022 regarding the Receiver's request that your firm turn over any retainer, advance fee, client trust account balance, or other funds subject to the turnover provisions of the Appointment Order, held in connection with your representation of Jeffrey J. Judd, or any other Receivership Defendant. At present, we understand that these funds total at least \$750,000.00.

As I and the Receiver stated in our discussions, the Receiver's position is that the provisions of the Appointment Order compel the turnover of the above-referenced funds; the Receiver will not unilaterally waive his right to turnover in connection with the funds held by your office. I understand that your office disputes the Receiver's understanding of the Appointment Order, has declined to turn over the funds in its possession, and may petition the Court for further instructions, or otherwise take action to challenge the Receiver's turnover request.

Allen Matkins Leck Gamble Mallory & Natsis LLP
Attorneys at Law

Fabian VanCott
June 7, 2022
Page 2

Assuming that is the case, the Receiver respectfully urges that you reconsider. The Appointment Order expressly provides that "[a]ll persons and entities having control, custody or possession of any Receivership Property are hereby directed to turn such property over to the Receiver." The term "Receivership Property", as defined in the Appointment Order, includes, but is not limited to "monies, funds, securities, credits, effects, goods, chattels, lands, premises, leases, claims, rights and other assets ... of whatever kind, which the Receivership Defendants own, possess, have a beneficial interest in, or control directly or indirectly."

In other words, the Appointment Order unequivocally requires any person or entity in possession of assets belonging to the Receivership Defendants, or in which they hold an interest, to turn such assets over to the Receiver. This necessarily includes any retainer, advance fee, or other funds transmitted to your firm by Mr. Judd. Accordingly, the Receiver reaffirms his request that you immediately turn over any retainer, advance fee, client trust account balance, or other funds subject to the turnover provisions of the Appointment Order. Should your office decline to make the required turnover, the Receiver may petition the Court for relief, including via an application for an Order to Show Cause, for failure to comply with the terms of the Appointment Order.

In addition, by virtue of his appointment, the Receiver succeeds as legal representative to the corporate Receivership Defendants¹, with exclusive authority and control over their assets, including their books and records. By operation of law, the Receiver succeeds to the attorney-client privilege (and the attorney-client relationship) of each of the corporate Receivership Defendants. See United States v. Plache, 913 F.2d 1375, 1381 (9th Cir. 1990); see also CFTC v. Standard Forex, Inc., 882 F.Supp. 40, 42-43 (E.D.N.Y. 1995) (attorney-client privilege transfers to receiver because receiver supplants prior management of entities in receivership). As a result, and in accordance with established precedent and the terms of the Appointment Order, the Receiver further requests that you immediately provide him with a copy of your engagement letter and client file for any matter in which you serve as counsel for a corporate Receivership Defendant.

Thank you very much for your prompt attention to this matter.

Very truly yours,



Joshua A. del Castillo

JAD

¹ The Receiver has not been appointed as, and does not purport to serve as, the receiver for any individual persons, although he has been vested with authority and control over the assets of all Receivership Defendants, including those who are individual persons.

Allen Matkins Leck Gamble Mallory & Natsis LLP
Attorneys at Law

Fabian VanCott
June 7, 2022
Page 3

Enclosure

cc: Geoff Winkler, Receiver
Kyle A. Ewing, Esq.
(via email only)

EXHIBIT E

EXHIBIT E

June 10, 2022 Email from Joshua del Castillo

From: del Castillo, Joshua <jdelcastillo@allenmatkins.com>
Sent: Friday, June 10, 2022 10:07 AM
To: Kevin N. Anderson <kanderson@fabianvancott.com>
Cc: Geoffrey B. Winkler JD, MBA, CFE, CIRA (geoff@americanfiduciaryservices.com) <geoff@americanfiduciaryservices.com>; Hendricks, Kara (Shld-LV-LT) <hendricksk@gtlaw.com>; Ewing, Kyle (Assoc-LV-LT) <ewingk@gtlaw.com>; Diaz, Martha <mdiaz@allenmatkins.com>; David Billings <dbillings@fabianvancott.com>
Subject: RE: SEC v. Beasley, et al. | follow-up to prior discussions and turnover demand

EXTERNAL TO GT

Mr. Anderson,

Thank you for your response to my June 7, 2022 correspondence. While the Receiver acknowledges the concerns you have raised regarding his turnover request, he does not believe they are valid given the Court's June 6, 2022 Order Appointing Receiver (the "Order"), for the foregoing reasons:

First, whatever protocol the parties observed regarding the treatment of assets (including funds) in the pre-receivership period, it has been superseded by the terms of the Order. The asset freeze imposed at the SEC's request has been supplemented by the turnover provisions of the Order, which the Receiver maintains requires the turnover of the funds in Fabian VanCott's client trust account, as I will detail, below. To the extent that Mr. Judd or the Judd entities believe they should be entitled to an expense allowance, they are of course free to stipulate to that effect with the SEC or petition the Court. The Receiver will abide by any such orders, including releasing any portion of funds turned over to him identified by the Court. However, that does not mean that the turnover provisions of the order can be unilaterally ignored by parties to whom it plainly applies.

Second, the Receiver does not believe any ambiguity exists with respect to the turnover provisions of the Order. As you suggest, Paragraph 15 of the Order does permit the Receiver to take possession of the assets held by the Individual Defendants (as therein defined) "upon application to the Court." This language of the Order refers to assets in the possession of the Individual Defendants, not third parties. Perhaps more critically, it specifically addresses the Receiver's unilateral authority to seize assets, which is distinct from the remainder of the turnover language in the Order, which directs parties to turn over assets to the Receiver.

As to the remainder of the turnover language in the Order, Paragraphs 16 and 17 are clear, and do not support your interpretation of the Order. Paragraph 16 provides that "any persons acting for or on behalf of the Receivership Defendants, and any persons receiving notice of this Order ... having possession of the property ... accounts or assets of

the Receivership Defendants are hereby directed to deliver the same to the Receiver.” In other words, Paragraph 16 requires any non-defendant third party holding assets of any Receivership Defendant (including the Individual Defendants) to turn over those assets to the Receiver. Paragraph 17 then provides a series of directives regarding the treatment of assets held by third parties, including cooperating “expeditiously in providing information and transferring funds, assets and accounts to the Receiver[.]”

Third, the Receiver understands your concern about payment of Fabian VanCott’s fees. Your firm may ultimately have a claim against the receivership estate for fees earned and unpaid. However, even if such a claim exists, that does not vitiate your firm’s turnover obligation at this time. The Receiver is merely seeking to satisfy his obligations under the Order, not to deny your client legal representation. If and when a claims process is established in this matter, the Receiver is confident that the Fabian VanCott firm will submit a claim.

Given the above, it appears the parties are at an impasse, and further meet and confer efforts would be futile at this time. As such, the Receiver anticipates filing an appropriate motion with the Court to compel the turnover of the funds at issue. Should your firm reconsider its position, or should you like to discuss further, please do not hesitate to contact me or my proposed co-counsel, copied here.

Best,
-Josh

Joshua A. del Castillo Esq.

Partner

Allen Matkins Leck Gamble Mallory & Natsis LLP

865 South Figueroa Street, Suite 2800, Los Angeles, CA 90017-2543

(213) 622-5555 (main)

(213) 955-5591 (direct)

(213) 620-8816 (fax)

jdelcastillo@allenmatkins.com

Allen Matkins

From: Kevin N. Anderson <kanderson@fabianvancott.com>

Sent: Thursday, June 9, 2022 5:24 PM

To: del Castillo, Joshua <jdelcastillo@allenmatkins.com>

Cc: Geoffrey B. Winkler JD, MBA, CFE, CIRA (geoff@americanfiduciaryservices.com)

<geoff@americanfiduciaryservices.com>; ewingk@gtlaw.com; Diaz, Martha <mdiaz@allenmatkins.com>; David Billings <dbillings@fabianvancott.com>

Subject: RE: SEC v. Beasley, et al. | follow-up to prior discussions and turnover demand

Thank you for your June 7, 2022 letter. Let me first make a couple of needed corrections. While we may have a difference of opinion on what the Order Appointing Receiver requires, we never “declined to turn over the funds in [Fabian VanCott’s] possession.” Paragraph 15 of the Order states: “The Receiver is authorized to take immediate possession of all assets, bank accounts or other financial accounts, books and records and all other documents or instruments for the Individual Receivership Defendants **upon application to the Court.**” [Emphasis added.] Fabian voluntarily refrained from utilizing any of the initial cash deposit prior to the Order Appointing Receiver, and even prior to the April 13, 2022 Temporary Restraining Order. Any insinuation in your letter that we would not abide by an order of the court is flatly rejected. We expect the receiver and his counsel to abide by the Order Appointing Receiver and make the requisite application to the Court.

During our call, we explained that the protocol established by the Court was to work with the SEC to see if it would agree to a release of the initial cash deposit for payment of earned fees and a process for paying fees going forward. Such provisions are routinely made for payment of counsel in both civil and criminal matters such as this. We thought were in the process of negotiating with the SEC, but they have stopped communicating

with us. As instructed by the Court, if we could not reach an agreement with the SEC, we were to file a motion with the Court. We asked whether the Receiver would agree to allow us to use the initial cash deposit for payment of any portion of our earned fees to date, or even the \$25,000 allowed by paragraph 37 for purposes of our meeting with the Receiver. You and the Receiver said no and directed us back to the SEC. It was in this context that we suggested putting the issues before the Court. We are planning on doing that tomorrow, along with responding to Paragraph 17, C of the Order Appointing Receiver.

We also explained that Fabian cannot be compelled to work for free. If Fabian is required to turnover the initial cash deposit that secures payment of earned fees, that would constitute a breach of our engagement agreement with Mr. Judd and lead us to seek to withdraw from our representation of him. As you know, Mr. Judd faces litigation on multiple fronts. And the receiver is or should be aware of ongoing criminal investigations. Mr. Judd's defense in these actions will cost millions of dollars. There are numerous time-sensitive actions that must be taken to adequately represent Mr. Judd.

As officers of the court and participants in the judicial process, you are well aware that ensuring the integrity of this process requires a vigorous adversarial process, especially where the SEC has evidence that Mr. Judd was not the perpetrator of or a knowing participant in the Mathew Beasley scheme. He is a victim. In fact, as Mr. Beasley told the FBI, Mr. Judd was Beasley's first victim. (*See* Case No. 2:22-cv-0612-JCM-EJY, ECF 2-5 at 27 (27:24-29:18).)

It is an extraordinary exercise of judicial authority to seize the assets of a United States citizen, and to do it without an effective opportunity to be heard. We hope the SEC, the receiver, and ultimately Judge Mahan will not deny Mr. Judd meaningful legal representation.

KEVIN N. ANDERSON

FabianVanCott

NV Mobile: 702.333.8861

NV Office: 702.233.4444

UT Mobile: 801.550.3990

From: del Castillo, Joshua <jdcastillo@allenmatkins.com>

Sent: Tuesday, June 7, 2022 6:32 PM

To: Kevin N. Anderson <kanderson@fabianvancott.com>

Cc: Geoffrey B. Winkler JD, MBA, CFE, CIRA (geoff@americanfiduciaryservices.com)

<geoff@americanfiduciaryservices.com>; ewing@gtlaw.com; Diaz, Martha <mdiaz@allenmatkins.com>

Subject: SEC v. Beasley, et al. | follow-up to prior discussions and turnover demand

Mr. Anderson,

By way of follow-up to our discussions yesterday in connection with the *SEC v. Beasley* matter, attached please find a formal turnover request on behalf of Geoff Winkler, the Court-appointed receiver. Please do not hesitate to contact me, or my co-counsel, Kyle Ewing (copied here), if you have any questions. A hard copy will follow under separate cover.

Best,

-Josh

Joshua A. del Castillo Esq.

Partner

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Allen Matkins

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