

**UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA**

SECURITIES AND EXCHANGE
COMMISSION,

Plaintiff,

vs.

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

Defendants.

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

Relief Defendants.

Case No.: 2:22-cv-00612-CDS-EJY

**[PROPOSED] FINAL JUDGMENT, BAR ORDER AND
ORDER OF DISMISSAL WITH PREJUDICE**

This matter came before the Court for hearing pursuant to the Order of this Court dated _____, 2026, on the application of the Parties for approval of the Settlement and Bar Order as set forth in the Settlement Agreement and Release dated _____, 2026 (the “Agreement”). On _____, 2026, this Court granted preliminary approval to the proposed settlement set forth in the Agreement between (i) Barrett Henzel, Allan Carso, Craig Rodney Michaelis, Joshua Luekenga, Gary Lundin, Bryce Kelly, and Clint and Dan McDaniel, individually and as Class Representatives on behalf of the Settlement Class (the “Class

Representatives”), (ii) Geoff Winkler, as court-appointed receiver for J&J Consulting Services, Inc., an Alaska corporation; J&J Consulting Services, Inc., a Nevada Corporation; and J and J Purchasing LLC, a Florida limited liability company; (the “Receiver”) and (3) Defendant Wells Fargo Bank, N.A. (“Defendant”) and collectively, (the “Parties”). This Court also provisionally approved the Settlement, approved the procedure for giving Bar Order Notice to those on the Bar Order Notice List, and set an SEC Final Approval Hearing to take place on _____, 2026. The Court finds that due and adequate notice was given to those on the Bar Order Notice list as required in the Court’s Order Preliminarily Approving Settlement and Providing for Bar Order Notice.

The Court has reviewed the papers filed in support of the Motion for Final Approval, including the Settlement Agreement and exhibits thereto, memoranda, and arguments submitted on behalf of the Receiver, and supporting affidavits.

On _____, 202____, this Court held a duly noticed Final Approval Hearing to consider: (1) whether the terms and conditions of the Agreement are fair, reasonable, and adequate; (2) whether a judgment should be entered dismissing the Receiver’s Released Claims on the merits and with prejudice; (3) whether the Bar Order should be entered.

Based on the papers filed with the Court and the presentations made to the Court by the Parties and by other interested persons at the Final Approval Hearing, it appears to the Court that the Settlement Agreement is fair, adequate, and reasonable, and in the best interests of the Receivership, and the Bar Order should be entered.

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that:

1. **Definitions.** This Judgment incorporates by reference the definitions in the Settlement Agreement, and all capitalized terms used, but not defined herein, shall have the same meanings as in the Settlement Agreement.

2. **Jurisdiction.** This Court has jurisdiction over the subject matter of the Receiver Action and over the Parties, and the claims asserted in this Receiver Action, and venue in this Court is proper.

3. **No Merits Determination.** By entering this Order, the Court does not make any determination as to the merits of this case.

4. **Bar Order.** The Court approves the Bar Order in accordance with due process. The Bar Order permanently enjoins (1) creditors, including without limitation any non-investor creditors, lenders, or factoring companies, (2) non-class member investors, including without limitation net winning investors, and (3) persons or entities affiliated with the Receivership Entities, as set forth on the Bar Order Notice List, from bringing any claims against Wells Fargo arising out of the J&J Investment Scheme. The Bar Order does not include any individual who validly opted out of the Bar Order pursuant to the procedures set forth in the SEC Preliminary Approval Order.

5. **Settlement Approval.** This Court hereby approves the Settlement set forth in the Agreement and finds that the Settlement is, in all respects, fair, reasonable, and adequate as to the Receivership. The Court further finds that the Settlement set forth in the Agreement is the result of a good faith arm's-length negotiation between experienced counsel representing the interests of the Parties, with the assistance of Robert Meyer, Esq. through mediation. Accordingly, the Settlement embodied in the Agreement is hereby finally approved in all respects, there is no just reason for delay, and the parties are hereby directed to perform its terms. The terms and conditions of the Settlement Agreement are fully incorporated as through fully set forth in this Order.

6. **Settlement Fund and Distribution.** A Settlement Fund has been created consisting of the \$50,000,000 Settlement Amount. Following Wells Fargo's payment to the Settlement Fund, Wells Fargo shall have no responsibility, financial obligation or liability with

respect to the Settlement Fund, the Bar Order Notice process, the distributions from the Settlement Fund, or any other aspect of implementing the Settlement Agreement.

7. **Dismissal with Prejudice.** Final Judgment is hereby entered with respect to the Released Claims of the Receiver, on his own behalf and on behalf of the Receivership Entities, and each of their respective heirs, executors, administrators, assigns, predecessors, and successors, and any other person claiming by or through any or all of them in the Receiver Action are hereby dismissed in their entirety with prejudice and without costs consistent with the terms of the Settlement Agreement and Release. All claims in the Receiver Action are dismissed, and the Receiver shall ensure that the Receiver Action be dismissed and closed. Nothing herein is intended to waive or prejudice the rights of any members of the Bar Order Notice List who have timely excluded themselves from the Class. This Final Judgment shall be filed in the Receiver Action within five days of this Order.

8. **Releases.** The releases as set forth in Section 10 of the Agreement together with the definitions relating thereto in Paragraphs 1.45, 1.46, 1.47, and 1.62 are expressly incorporated herein in all respects and made effective by operation of this Judgment. The Court hereby approves the release provisions as contained and incorporated in Section 10 of the Agreement, including but not limited to the definitions of Released Claims, Releasors, Releasees, and Unknown Claims. The Releasors shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged all Released Claims and Unknown Claims against the Releasees.

9. **Permanent Bar.** Consistent with the terms of the Settlement Agreement and Release, the Releasors, including the Receiver, on behalf of the Receivership Entities, all members of the Bar Order Notice List, and anyone claiming through or on behalf of any of them, are forever barred from filing, commencing, prosecuting, intervening in, or participating in (as class members

or otherwise) any action in any jurisdiction for the Released Claims. The Releasors further are forever barred from organizing the Releasors, or soliciting the participation of Releasors, or persons who would otherwise fall within the definition of Releasors but who have requested to be excluded, in a separate class for purposes of pursuing any action (including by seeking to amend a pending complaint or counterclaim to include class allegations, or seeking class certification in a pending action in any jurisdiction based on or relating to any of the Released Claims).

10. **Permanent Injunction Regarding Releases.** The terms of the Settlement Agreement and of this Order shall be forever binding on the Releasors, and those terms shall have *res judicata* and other preclusive effect in all pending and future claims, lawsuits or other proceedings maintained by or on behalf of any such persons, to the extent those claims, lawsuits, or other proceedings involve the Released Claims.

11. **Approval of Bar Order Notice.** Upon the Affidavits of _____ of Stretto, Inc. the Settlement Administrator, and Geoff Winkler, as Receiver, the Court finds that the form and means of disseminating the Bar Order Notice as provided for in the Order Preliminarily Approving Settlement, Bar Order, and Providing for Notice constituted the best notice practicable under the circumstances, including individual notice to all members of the Bar Order Notice List who could be identified through reasonable effort. Said Notice provided the best notice practicable under the circumstances of the proceedings and the matters set forth therein, including the proposed Settlement set forth in the Agreement, to all persons entitled to such notice, and said Notice fully complied with all laws, including, but not limited to, the Due Process Clause of the United States Constitution.

12. **Use of Order.** Neither this Order, the fact that a settlement was reached and filed, the Agreement, nor any related negotiations, statements, or proceedings shall be construed as, offered as, admitted as, received as, used as, or deemed to be an admission or concession of liability

or wrongdoing whatsoever or breach of any duty on the part of Defendants, the Receiver, or the Receivership Entities. This Order is not a finding of the validity or invalidity of any of the claims asserted or defenses raised in the Receiver Action. In no event shall this Order, the fact that a settlement was reached, the Agreement, or any of its provisions or any negotiations, statements, or proceedings relating to it in any way be used, offered, admitted, or referred to in the Receiver Action, in any other action, or in any judicial, administrative, regulatory, arbitration, or other proceeding, by any person or entity, except by the Parties and only the Parties in a proceeding to enforce the Agreement.

13. **Continuing Jurisdiction.** Without affecting the finality of this Judgment in any way, the Court hereby specifically retains exclusive jurisdiction over the administration, consummation, enforcement, and interpretation of the Agreement, the Final Judgment, and for any other necessary purpose, including to ensure compliance with the Protective Order entered in the Receiver Action.

14. **Termination of Settlement.** In the event that the Settlement does not become effective in accordance with the terms of the Agreement, or the Agreement is terminated pursuant to Section 13 of the Agreement, the Parties shall be restored to their respective positions in the Action prior to the execution of the Agreement, and this Judgment shall be rendered null and void (except Paragraph 12 of this Order shall remain in effect) to the extent provided by and in accordance with the Agreement and shall be vacated and, in any such event, all orders entered and releases delivered in connection herewith shall be null and void to the extent provided by and in accordance with the Agreement.

15. **Implementation of the Agreement.** The Parties are hereby authorized to implement the terms of the Agreement.

16. **Reasonable Extensions.** Without further order of this Court, the Parties may agree to reasonable extensions of time to carry out any of the provisions of the Agreement.

17. **Bar Order Notice List.** Within 30 days after the Effective Date, the Receiver, with the assistance of the Settlement Administrator, shall file with this Court, *ex parte* and under seal (in order to protect the names, addresses and other personal information of member of the Bar Order Notice List), a list of the names and addresses of all members of the Bar Order Notice List to whom Bar Order Notice was sent, along with a list of all members of the Bar Order Notice List who excluded themselves from the Settlement pursuant to the opt-out provisions provided herein.

18. **Final Accounting.** The Settlement Administrator will provide to the Receiver, and Receiver will file with the Court, a final accounting within 150 days after the Distribution Date. The final accounting will include a summary of all distributions from the Settlement Fund.

19. **Entry of Final Judgment.** There is no just reason for delay in the entry of this Order and Final Judgment and immediate entry by the Clerk of the Court is hereby directed.

IT IS SO ORDERED.

BY THE COURT:

Hon. Cristina D. Silva