

1 Jarrod L. Rickard, Bar No. 10203  
 jlr@skrlawyers.com  
 2 Katie L. Cannata, Bar No. 14848  
 klc@skrlawyers.com  
 3 SEMENZA KIRCHER RICKARD  
 10161 Park Run Drive, Suite 150  
 4 Las Vegas, Nevada 89145  
 Telephone: (702) 835-6803  
 5 Facsimile: (702) 920-8669

Kara B. Hendricks, Bar No. 7743  
 hendricksk@gtlaw.com  
 Jason K. Hicks, Bar No. 13149  
 hicksja@gtlaw.com  
 Kyle A. Ewing, Bar No. 14051  
 ewingk@gtlaw.com  
 GREENBERG TRAUERIG, LLP  
 10845 Griffith Peak Drive, Suite 600  
 Las Vegas, Nevada 89135  
 Telephone: (702) 792-3773  
 Facsimile: (702) 792-9002

6 David R. Zaro (admitted *pro hac vice*)  
 dzaro@allenmatkins.com  
 7 Joshua A. del Castillo (admitted *pro hac vice*)  
 jdelcastillo@allenmatkins.com  
 8 Matthew D. Pham (admitted *pro hac vice*)  
 mpham@allenmatkins.com  
 9 ALLEN MATKINS LECK GAMBLE  
 MALLORY & NATSIS LLP  
 10 865 South Figueroa Street, Suite 2800  
 Los Angeles, California 90017-2543  
 11 Telephone: (213) 622-5555  
 Facsimile: (213) 620-8816

12 *Attorneys for Receiver Geoff Winkler*

14 UNITED STATES DISTRICT COURT  
 15 DISTRICT OF NEVADA

17 SECURITIES AND EXCHANGE  
 18 COMMISSION,

19 Plaintiff

20 vs.

21 MATTHEW WADE BEASLEY, *et al.*,

22 Defendants

23 THE JUDD IRREVOCABLE TRUST, *et al.*,

24 Relief Defendants

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

**STIPULATION AND ORDER  
 AUTHORIZING THE SALE OF REAL  
 PROPERTIES AT 5485 RUFFIAN ROAD,  
 LAS VEGAS, NEVADA 89149, AND 0.64  
 ACRES – SWC RUFFIAN ROAD AND W.  
 STEPHEN AVENUE, LAS VEGAS,  
 NEVADA 89149**

25 ///

26 ///

27 ///

28 ///

1 The following Stipulation and [Proposed] Order (the “Stipulation”) regarding the sale of the  
2 real property located at 5485 Ruffian Road, Las Vegas, Nevada 89149 (the “5485 Ruffian”), and  
3 0.64 Acres – SWC Ruffian Road and W. Stephen Avenue, Las Vegas, Nevada 89149 (the “SWC  
4 Ruffian”), bearing the legal description appended hereto as **Exhibit A**, is entered into by and  
5 between Geoff Winkler (the “Receiver”), the Court-appointed receiver in the above-entitled action,  
6 and the plaintiff Securities and Exchange Commission (the “Commission”), by and through their  
7 respective representatives, and with respect to the following facts:

8 1. The Receiver was appointed on June 3, 2022 pursuant to this Court's Order  
9 Appointing Receiver [ECF No. 88] which was amended on July 28, 2022 [ECF 207] (collectively  
10 the “Appointment Order”). Pursuant to the Appointment Order, the Receiver was appointed as the  
11 federal equity receiver for, among other entities, J&J Consulting Services, Inc., a Nevada  
12 corporation (“Seller”);

13 2. The Appointment Order required the turnover of certain personal and real property  
14 to the Receiver including but not limited to the Ruffian House and the Ruffian Land (collectively,  
15 the “Properties”). The Properties were transferred to Seller in accordance with the Appointment  
16 Order.

17 3. The buyer of 5485 Ruffian, Christine Harper-Shene (“Buyer”), has agreed to  
18 purchase the 5485 Ruffian for the sum of \$295,000 in accordance with a Vacant Land Purchase  
19 Agreement dated November 82, 2022 (the “5485 RSA”). Per the 5485 RSA, the Buyer has  
20 deposited \$10,000 into an escrow established at Stewart Title (the “5485 Escrow”), pursuant to that  
21 escrow agreement dated November 29, 2022, as an earnest money deposit.

22 4. The Buyer has also agreed to purchase SWC Ruffian for the sum of \$295,000 in  
23 accordance with the Vacant Land Purchase Agreement dated November 28, 2022, (the “SWC  
24 RSA”). Per the terms of the SWC RSA, Buyer has deposited \$20,000 into an escrow established  
25 at Stewart Title (the “SWC Escrow”), pursuant to that escrow agreement dated November 29, 2022,  
26 as an earnest money deposit.

27 ///

28 ///

1           5.       The Buyer, Seller, and the Receiver have agreed that all proceeds of the foregoing  
2 sales shall be transmitted from the 5485 Escrow and the SWC Escrow (collectively the “Escrows”)  
3 to the Seller, via wire transfer, immediately upon the closing of the sales. It is anticipated that the  
4 sales will close within 30 days of the District Court’s approval of this Stipulation. The Receiver  
5 believes that the offer represents fair market value for 5485 Ruffian and SWC Ruffian.

6           6.       Defendant Matthew Beasley and Paula Beasley voluntarily signed the deed  
7 transferring the Properties to the Seller and consent to the sale. Attached hereto as **Exhibit B** is a  
8 copy of the grant deed reflecting the transfer. (*See also* ECF Dkt No. 442) (order authorizing transfer  
9 of properties from the Beasleys to Seller).

10          7.       The Receiver is seeking to close the sales via this Stipulation in lieu of a receiver’s  
11 auction process because of changes and uncertainties in the real estate marketplace jeopardize the  
12 sale of the Properties, and the recovery of the maximum sale proceeds for the benefit of the  
13 receivership estate in the immediate term. In most cases, transfers of title from the defendants to  
14 the Receiver are necessary in order for the Receiver to conduct the auctions contemplated by  
15 28 U.S.C. 2001, and the sales procedures already approved by this Court (which include sale  
16 pursuant to stipulation, in certain circumstances). However, delays in connection with the closing  
17 of the sale that result from the auction process and the time required by the title company to  
18 underwrite title policies have created untenable delays that could result in the buyers walking away  
19 from the sale.

20          8.       The Receiver and his real estate broker believe that delays in the closing beyond the  
21 timing contemplated by the 5485 RSA and SWC RSA will jeopardize the sales. As noted above,  
22 the market is deteriorating as a result of, among other things, the extraordinary rise in mortgage rates  
23 over the past six months. It is possible that if these sales do not close, the Properties may remain on  
24 the market through the winter and into spring.

25 ///  
26 ///  
27 ///  
28 ///

1           9.       After payment of closing costs and brokers' commissions, as reflected in the  
2 5485 RSA and SWC RSA, all sale proceeds from the sale of the respective Properties shall be wired  
3 directly to the Seller from the Escrows, as provided above. It is estimated that the net proceeds of  
4 the sales, which will be wired from the Escrows to the Seller, will be approximately \$557,233.50.

5           10.       Based upon the time that the Properties have been on the market, the terms of the  
6 offers and the anticipated market conditions for homes and raw land in these price ranges, the  
7 Receiver, Seller and the Commission have agreed to the immediate sale of the Properties to the  
8 buyers on the terms set forth in the 5485 RSA and SWC RSA.

9           11.       Accordingly, in light of the unique facts and circumstances surrounding the proposed  
10 sale of the Properties including but not limited to the limited market for an "as is" sale of real  
11 property, the all-cash terms of the sale, as well as the Receiver's concerns that failing to immediately  
12 move forward with this sale may lead to the receipt of significantly less recovery for the receivership  
13 estate, the undersigned parties believe this Stipulation is necessary, and in the best interest of all  
14 parties and the receivership estate. Therefore, the undersigned agree that it is appropriate to waive  
15 any requirements imposed by 28 U.S.C. § 2001, *et. seq.* to the extent they are applicable to the offer,  
16 the 5485 RSA and SWC RSA and the proposed sale.

17           **ACCORDINGLY, IT IS HEREBY STIPULATED AND AGREED** by and between the  
18 undersigned counsel that:

19           A.       Seller may sell the Properties pursuant to the offers reflected in the 5485 RSA and  
20 the SWC RSA;

21           B.       The deposits received relating to the 5485 RSA and the SWC RSA shall be  
22 immediately delivered to the Seller; and

23 ///

24 ///

25 ///

26 ///

27 ///

28 ///

1 C. Following the District Court's approval of this Stipulation, on the Closing Date  
2 reflected in the 5485 RSA and the SWC RSA, that the net proceeds of the sales shall be wired  
3 directly from 5485 Escrow and the SWC Escrow to the Seller.

4 DATED this 27th day of January, 2023

DATED this 27th day of January, 2023

5 **GREENBERG TRAURIG, LLP**

**SECURITIES & EXCHANGE  
COMMISSION**

6  
7 By: /s/ Kara B. Hendricks

By: /s/ Casey R. Fronk

8 KARA B. HENDRICKS (SBN 07743)  
9 JASON K. HICKS (SBN 13149)  
KYLE A. EWING (SBN 14051)

TRACY S. COMBS, ESQ.  
(California Bar No. 298664)  
CASEY R. FRONK, ESQ.  
(Illinois Bar No. 6296535)  
351 South West Temple, Suite 6  
100 Salt Lake City, Utah 84101  
Telephone: (810) 524-5796  
Facsimile: (810) 524-3558

10 JARROD L. RICKARD (SBN 10203)  
11 KATIE L. CANNATA (SBN 14848)  
**SEMENZA KIRCHER RICKARD**  
12 10161 Park Run Drive, Suite 150  
Las Vegas, Nevada 89145  
13 Telephone: (702) 835-6803  
Facsimile: (702) 920-8669

14 DAVID R. ZARO\*  
15 JOSHUA A. del CASTILLO\*  
16 MATTHEW D. PHAM\*  
*\*admitted pro hac vice*  
**ALLEN MATKINS LECK GAMBLE**  
**MALLORY & NATSIS LLP**  
17 865 South Figueroa Street, Suite 2800  
18 Los Angeles, California 90017-2543  
19 Telephone: (213) 622-5555  
20 Facsimile: (213) 620-8816  
*Attorneys for Receiver Geoff Winkler*

21 ///

22 ///

23 ///

24 ///

25 ///

26 ///

27 ///

28 ///

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

**ORDER**

**IT IS HEREBY ORDERED** that:


A. Seller may sell the Properties pursuant to the terms of the 5485 RSA and SWC RSA.

B. The deposit received by the escrows pursuant to the 5485 RSA and the SWC RSA shall be immediately transferred to the Seller; and

C. Upon the Closing of the sale of the 5485 RSA and the SWC RSA, all of the net sale proceeds shall be wired directly from the 5485 Escrow and the SWC Escrow to the Seller.

**IT IS SO ORDERED.**

Dated: January 30, 2023

  
\_\_\_\_\_  
HON. CRISTINA D. SILVA  
Judge, United States District Court

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

<b>INDEX OF EXHIBITS</b>	
<b>EXHIBIT</b>	<b>DESCRIPTION</b>
Exhibit A	Legal Description
Exhibit B	Grant Deed

# EXHIBIT A

# EXHIBIT A

## Legal Description

5485 Ruffian and 0.64 Acres - SWC Ruffian Road and W. Stephen Avenue



**5485 Ruffian Road -AND- 0.64 Acres – SWC Ruffian Road and W. Stephen Ave.**

**LEGAL DESCRIPTION**

PARCEL ONE (1):

That portion of the Northeast Quarter (NE  $\frac{1}{4}$ ) of the Northeast Quarter (NE  $\frac{1}{4}$ ) of Section 36, Township 19 South, Range 59 East, M.D.B &M., described as follows:

Lots Three (3) and Four (4) as shown by the map thereof in File 107 of Parcel Maps, Page 22, in the Office of the County Recorder of Clark County, Nevada.

Together with that land vacated by that Order of Vacation recorded October 30, 2019 in book 20191030 as Document No. 03413 and re-recorded October 31, 2019 in Book 20191031 as Document No. 00661, Official Records, Clark County, Nevada.

PARCEL TWO (2):

An Easement for ingress and egress over those portions of Lots One (1) and Two (2), lying within the Private Drive as shown by said map.

# **EXHIBIT B**

# **EXHIBIT B**

Grant Deed

5485 Ruffian Road and .064 Acres SWC Ruffian and W Stephen Avenue

<b>A.P.N. No.:</b>	126-36-501-030, 126-36-501-031
<b>R.P.T.T.</b>	\$3,009.00
<b>File No.:</b>	1855140-2 KHE
<b>Recording Requested By:</b>	
<b>Stewart Title Company</b>	
<b>Mail Tax Statements To:</b>	<i>Same as below</i>
<b>When Recorded Mail To:</b>	
J & J Consulting Services, Inc.	
715 NW Hoyt Street Ste 4364	
Portland, OR 97208	

## GRANT, BARGAIN, SALE DEED

THIS INDENTURE WITNESSETH: That

**Matthew Beasley and Paula Beasley, husband and wife as joint tenants**

for valuable consideration, the receipt of which is hereby acknowledged, does hereby Grant, Bargain, Sell and Convey to

**J & J Consulting Services, Inc.,**

all that real property situated in the County of Clark, State of Nevada, bounded and described as follows:

See Exhibit "A" attached hereto and made a part hereof.

\*SUBJECT TO:

1. Taxes for the fiscal year;
2. Reservations, restrictions, conditions, rights, rights of way and easements, if any of record on said premises.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and any reversions, remainders, rents, issues or profits thereof.

SIGNATURES AND NOTARY ON PAGE 2  
THIS GRANT BARGAIN SALE DEED MAY BE SIGNED IN COUNTERPART.

Dated: \_\_\_\_\_

Matthew Beasley  
Matthew Beasley

Paula Beasley  
Paula Beasley

State of Nevada )  
County of Nye ) ss

This instrument was acknowledged before me on the 18 day of January, 2023  
By: Matthew Beasley

Signature: Kathleen Neilson  
Notary Public

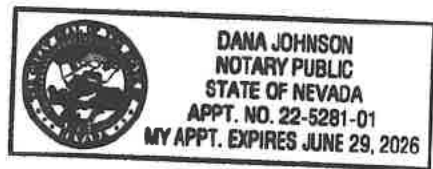


My Commission Expires: 02-19-2026

State of Nevada )  
County of Clark ) ss

This instrument was acknowledged before me on the 21<sup>st</sup> day of January, 2023  
By: Paula Beasley

Signature: Dana Johnson  
Notary Public



My Commission Expires: 06-29-2026

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

PARCEL ONE (1):

That portion of the Northeast Quarter (NE ¼) of the Northeast Quarter (NE ¼) of Section 36, Township 19 South, Range 59 East, M.D.B. &M., described as follows:

Lots Three (3) and Four (4) as shown by map thereof in File 107 of Parcel Maps, Page 22, in the Office of the County Recorder of Clark County, Nevada.

Together with that land vacated by that Order of Vacation recorded October 30, 2019 in Book 20191030 as Document No. 03413 and re-recorded October 31, 2019 in Book 20191031 as Document No. 00661, Official Records, Clark County, Nevada.

PARCEL TWO (2):

An Easement for ingress and egress over those portions of Lots One (1) and Two (2), lying within the Private Drive as shown by said map.

## AFFIDAVIT AND CONSENT

State of *Nevada*            )  
  ) ss.  
County of *Nye*                )

Matthew Beasley and Paula Beasley of legal age, being first duly sworn, deposes and says:

THAT they are the identical parties, who made, executed and delivered that certain deed to grantee J & J Consulting Services, Inc. dated January 12, 2023; exhibit A attached hereto;

THAT said deed is intended to be and is an absolute conveyance of the title to said property to the grantees named therein, and was not and is not now intended as a mortgage, trust conveyance or security of any kind;

THAT it was the intention of the affiant(s) as grantor(s) in said deed to convey, and by said deed these affiant(s) did convey, to the grantee(s) therein, all their right, title and interest absolutely in and to said property and that possession of said property has been surrendered to the grantee(s);

THAT in the execution and delivery of said deed affiant(s) was not acting under misapprehension as to the effect thereof, and acted freely and voluntarily and was not acting under coercion or duress;

THAT the consideration for said deed was and is payment to the affiant(s) of the sum of \$590,000.00 by the grantee;

THAT at the time of making said deed affiant(s) believed and now believe that the aforesaid consideration therefore represented the fair value of said property;

THAT this affidavit is made for the protection and benefit of the grantees in said deed their successors and assigns, and all other parties hereafter dealing with or who may acquire an interest in said property and particularly for the benefit of Stewart Title Company, which is about to insure the title to said property in reliance thereon, and any other title company which may hereafter insure the title to said property;

THAT affiant(s) will testify, declare, depose or certify before any competent tribunal, officer or person, in any case now pending or which may hereafter be instituted to the truth of the particular facts set forth above.

[Signature]  
Matthew Beasley

[Signature]  
Paula Beasley

State of Nevada )  
County of Nye ) ss.

This instrument was acknowledged before me on 18 day of January, 2023.

By: Matthew Beasley

Signature: [Signature]  
Notary Public

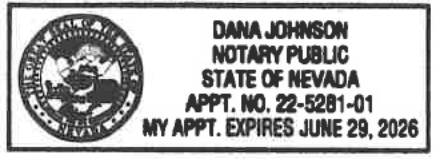


State of Nevada )  
County of Clark ) ss.

This instrument was acknowledged before me on 21st day of January, 2023.

By: Paula Beasley

Signature: [Signature]  
Notary Public



**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

File No.: 1855140-2

**PARCEL ONE (1):**

That portion of the Northeast Quarter (NE ¼) of the Northeast Quarter (NE ¼) of Section 36, Township 19 South, Range 59 East, M.D.B. &M., described as follows:

Lots Three (3) and Four (4) as shown by map thereof in File 107 of Parcel Maps, Page 22, in the Office of the County Recorder of Clark County, Nevada.

Together with that land vacated by that Order of Vacation recorded October 30, 2019 in Book 20191030 as Document No. 03413 and re-recorded October 31, 2019 in Book 20191031 as Document No. 00661, Official Records, Clark County, Nevada.

**PARCEL TWO (2):**

An Easement for ingress and egress over those portions of Lots One (1) and Two (2), lying within the Private Drive as shown by said map.