

U.S. DISTRICT COURT  
NORTHERN DISTRICT OF TEXAS  
FILED

MAR 18 2010

CLERK, U.S. DISTRICT COURT  
By Deputy

ORIGINAL

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF TEXAS  
DALLAS DIVISION

SECURITIES AND EXCHANGE  
COMMISSION,

Plaintiff,

vs.

ABC VIATICALS, INC.,  
C. KEITH LAMONDA,  
and JESSE W. LAMONDA, JR.,

Defendants

and

LAMONDA MANAGEMENT FAMILY  
LIMITED PARTNERSHIP,  
STRUCTURED LIFE SETTLEMENTS, INC.,  
BLUE WATER TRUST,  
and DESTINY TRUST

Relief Defendants.

Civil Action No. 3:06-CV-2136-P

DEFENDANT LAMONDA'S REPLY TO RECEIVER'S RESPONSE TO PRO SE  
APPEARANCE AND MOTION TO CONFIRM COMPROMISE AND  
SETTLEMENT AGREEMENT

Defendant C. Keith LaMonda, "Defendant LaMonda", files this Reply to Receiver's Response to Defendant LaMonda's Motion [Doc. 252] to Appear Pro Se and "Reconfirm" the Compromise and Settlement Agreement, "Settlement Agreement", as a standing order.

In Support, Defendant LaMonda respectfully replies and shows the Court the following:

RESPONSE TO RECEIVER'S INTRODUCTION

1. Receiver's introduction misstates Defendant LaMonda's motion in several instances.

A. Defendant LaMonda requests the Court to continue Defendant LaMonda as a party in this case. Defendant LaMonda contends he was prematurely "terminated" in the Court's docket after the SEC abandoned their monetary relief against the Defendants. While monetary relief was the remaining issue for the SEC, it was not the only remaining issue(s) for Defendant LaMonda. Defendant LaMonda will expand upon this issue in arguments and analysis.

B. Defendant LaMonda requested in his motion to be allowed to appear pro se, "...until Mr. Wynne resumes his responsibilities or is removed...". The Receiver claims this means Defendant LaMonda wants to appear pro se along side or in addition to Mr. Wynne. This is not true. The simple fact is Mr. Wynne has abandoned Defendant LaMonda and has not filed any motions or been active or updated Defendant LaMonda in over 2 years. Defendant LaMonda has now terminated Mr. Wynne, therefore the Receiver's objection is moot. (Exhibit B)

C. The Receiver claims Defendant LaMonda "...does not explain why he wants this extraordinary relief or how he has any actual interest in the remaining phase of the lawsuit. "The Receiver presumes LaMonda wants a greater role so he can file motions, responses, briefs, and participate in attorney conferences. In short he is asking for the opportunity to weigh in on every decision from prison." Defendant LaMonda respectfully submits from where he is located is moot and the Receiver's statement is untrue. Defendant LaMonda specifically requested for

"interested party service" and "to make such filings as are appropriate to his interests in this proceeding," and the right to have standing in the "Settlement Agreement". This is far from every motion, issue, and to attend attorney conferences; but since the Receiver has brought the issue forward, Defendant LaMonda will address it in the argument and analysis.

D. Lastly, the Receiver contends " his request that the Court reconfirm his Settlement Agreement (Exhibit A) with the Receiver as a standing order is unnecessary and should be denied." While Defendant LaMonda is pleased the Receiver acknowledges the Settlement Agreement as a standing order of this Court, Defendant LaMonda would respectfully wish to point out the Receiver requested and was granted a very similar order on July 12, 2007.[Doc. 73.2] (Exhibit A) However, the real issue is the Receiver claims Defendant LaMonda has no standing in this Court that retains jurisdiction over the Settlement Agreement. The Receiver does not want Defendant LaMonda to be able to enforce the Settlement Agreement because he is in breach of the Settlement Agreement. Defendant LaMonda will address this issue further in the argument and analysis.

#### ARGUMENT AND ANALYSIS

A. The Court should not admit anyone Pro Se who has Counsel of Record.

Since Mr. Wynne has not been active in over 24 months and has not filed any motion or even responded to Defendant LaMonda, Defendant LaMonda has no objection to terminating

Mr. Wynne effective immediately and has in fact done so. (Exhibit B). Receiver's objection is therefore moot.

B. LaMonda is no longer a party with standing in this case. Defendant LaMonda's termination from the docket was a result of a SEC filing a "noncontested" motion to drop any monetary relief from Defendants. Defendant LaMonda was not consulted prior to this "non-contested" motion, but maintains he should still have standing in this case by virtue of the following:

1. As the Receiver points out, the Settlement Agreement is still a standing order of this Court, over which this Court still retains jurisdiction.

2. The Receiver has also admitted in his response that "...LaMonda has sent numerous letters to the Receiver demanding various payments under the Settlement Agreement. The Receiver refuses to pay him anything..." The Receiver admits there are various disagreements that only this Court has specifically retained jurisdiction over that Defendant LaMonda should not be barred from addressing.

3. The Receiver has filed suit in the 9th Circuit Court for Osceola County, Florida, Case No. 09-CA-11087MF, claiming that based upon the Settlement Agreement and alleges by virtue of the Settlement Agreement, he is entitled to seize and foreclose on Defendant LaMonda's homestead. This is a highly contested case, that should be heard in Court. (Exhibit C). That litigation, alone, creates standing in the Receivership.

A. In this case, the Receiver has made numerous misstatements of facts. Defendant LaMonda avers these were made to confuse the Circuit Court concerning the effect of the Settlement Agreement and this Honorable Court's involvement with the Settlement Agreement. Defendant LaMonda argues that this Court has jurisdiction over the Settlement Agreement and should decide disputed issues. The Receiver is attempting to block that with this motion.

1. Mr. Quilling in his own "Sworn Affidavit" in the Florida foreclosure (Exhibit D, paragraph 8) states that "on or about July 12, 2007, the United States District Court, Northern District of Texas, approved the aforesaid Settlement Agreement...determining that the Plaintiff is entitled to an equitable constructive lien." The term "entitlement", was made to appear it was a result of criminal wrongdoing, instead of, a mutual agreement without admission of wrongdoing. The word "entitled" was never contemplated or used by the parties. A more accurate description of the creation and Settlement Agreement is contained in Defendant LaMonda affidavits. (Exhibit E).

2. The Receiver further claims that "...\$1,425,000 is presently due and owing...together with interest at the statutory rate from July 21, 2005....in the amount of \$607,557.53..." (Exhibit D, Paragraph 9) The Settlement Agreement fails to expressly or even impliedly provide for a due date, an allowance for interest or self execution as Mr. Quilling "sworn statement" indicates.

3. The Receiver also states in paragraph 6 "...the

Receiver has been making the payments on the first mortgage." That statement is at best, ingenious. Perhaps the Receiver has made a few payments; but according to the Mortgage Company he is \$44,000 past due which is arguably breach of the Settlement Agreement. (Exhibit ~~X~~<sup>4</sup>).

4. In the Receiver's Memorandum of Law (Exhibit F) the Receiver refers to this Honorable Court and it's authority over the Settlement Agreement. He also makes the following misstatements of fact.

A. "U.S. District Court.... impose an equitable lien in... " (Paragraph 6).

B. "U.S. District Court...determined....is entitled to equitable lien... (Paragraph 9).

C. "As shown in the affidavit....\$1,425,000 is presently due and owing by Defendants... together with interest at the statutory rate from July 21, 2005..." (Paragraph 10)

D. "There are no issue of material fact in this case that would preclude...Summary Judgment." on page 4, (B).

E. "Moreover, the Honorable Jorge A. Solis of the United States District Court....decrees the existence of an equitable lien in favor of the Receiver against the house located at 1300 Grandview Blvd. in Kissimmee, FL in the amount of \$1,425,000. Said lien is deemed to have arisen... .. as of July 21, 2005. That decision is res judicata and binding in all respects on this court." (Page 5).

F. The Receiver also states..."Certainly LaMonda's criminal actions amount to the "fraudulent and reprehensible conduct" contemplated by Florida case law as an exception to

general homestead exemption." (Page 6). As this Honorable Court is aware the lien arose out of a mutual agreement in a civil case where no wrongdoing was admitted. (Settlement Agreement, Exhibit A, Page 1) This is a blatant misrepresentation by the Receiver.

Without any doubt ~~there is~~ there are many disputed facts and matters of law that this Court must adjudicate concerning the Settlement Agreement and Defendant LaMonda should be allowed to have standing.

4. On a more global issue, Defendant LaMonda should have standing until the end of the receivership and this case is closed for the following reasons:

A. Defendant LaMonda was the subject of the SEC's case, main principle and was the ultimate owner of all the Relief Defendants, whose businesses and assets were taken under this action and receivership. While other parties may be terminated or changed, this fact will never change.

B. Under the very receivership created by this Honorable Court, the receivership document clearly states, "It is further ordered that this Order will remain in effect until modified by future order of the Court provided however that at any time after the expiration of the 30 day from the return of a jury verdict.... The Receiver or any Party may seek to modify or vacate any provision of this Order. (Exhibit G, Page 10). The Receivership itself requires standing for the parties.

Clearly, Defendant LaMonda shows a "case or controversy" for which he has standing when a Claimant alleges an injury

fairly traceable to the Respondent's unlawful conduct and is redressable by the requested relief, he has standing. Raines v. Byrd, 512 US 811, 818-819 (1997) Donelon v. La. Div. of Adarin, 522 F.3d 564, 566 (CA5 2008)

C. There is no reason to "Reconfirm" the Settlement Agreement. The Receiver would like this Court to believe Defendant has no compelling reason to appear in this case.

1. As if the preponderance of evidence above, was not sufficient alone to prove otherwise. Defendant LaMonda would also submit he has a number of concerns and interest in Section 15 claims and collection. The Receiver acknowledges this in his response in his statement concerning Defendant LaMonda's numerous letters. Defendant LaMonda has made over a dozen attempts to address these issues directly with the Receiver without success and in most cases without even a response.

2. The Receiver has made statements to the Court he has collected over 3.2 million dollars from third parties' under LaMonda's Settlement Agreement (Doc. 217, page 6) yet claims none of this has been paid under the Settlement Agreement due to offsets which are not part of the Settlement Agreement. Defendant LaMonda certainly has standing and interest in these and other receivables.

3. The Receiver's employees continue to work on obtaining additional funds owed to Defendant LaMonda for the Receivership. (Doc. 217)

4. Defendant LaMonda continues to provide valuable information concerning additional collectibles to



the Receiver and provides additional background information and encouragement to Receiver.

5. Unfortunately, the Receiver has been less than forthcoming with Defendant LaMonda and even made statements and entered into contracts stating he would not live up to the terms of the Compromise and Settlement Agreement.  
(Exhibit <sup>I</sup>~~X~~)

6. The Receiver is in breach of the Settlement Agreement in numerous instances.

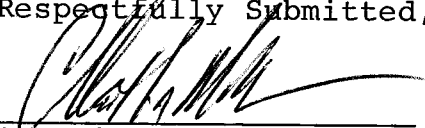
Wherefore, premises considered, Defendant LaMonda respectfully requests this Honorable Court to grant his previous motions as follows:

1. The Court allow Defendant C. Keith LaMonda to appear pro se.

2. That the Court reconfirms that the Compromise and Settlement Agreement continues to be an Order of this Honorable Court with all provisions of the Agreement being considered to be Orders of the Court, enforceable by any effected party against any party to the Agreement.

March 12, 2010

Respectfully Submitted,

  
C. Keith LaMonda  
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LSCI-Butner, GA  
P.O. Box 999  
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Defendant, Pro Se

CERTIFICATE OF SERVICE

A copy of this pleading was served on all interested parties through the Court's electronic filing system and by U.S. Mail to:

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 3-12-2010  
C. Keith LaMonda

Defendant, Pro Se