



3. Grant Defendant a complete accounting of all funds collected or received directly or indirectly as a result of the Compromise and Settlement Agreement, ("Settlement Agreement"), to date.

4. Grant Defendant complete accounting of all funds collected or received that are or could possibly be considered subject to the Settlement Agreement's Section 15.

5. Grant Defendant complete and full update of any and all actions or collections that Receivership is or has worked on, attempted and/or considered for possible collections.

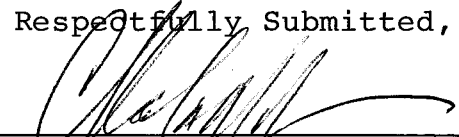
6. Grant Defendant a complete accounting of all funds Receivership has paid to any Defendant's counsel including but not limited to John Wynne, or their firms.

7. Grant Defendant a copy of all accounting required by the Court and Receivership documents creating Receivership and appointing Receiver.

In support of these motions, Defendant C. Keith LaMonda attached the following exhibits, affidavit and reasons set forth herein:

Date: March 23, 2010

Respectfully Submitted,

  
C. Keith LaMonda  
Reg. No. 26060-018  
LSCI-Butner, GA  
P.O. Box 999  
Butner, NC 27509  
Defendant, Pro Se

**MEMORANDUM IN SUPPORT**

1. Plaintiff, Securities and Exchange Commission ("Commission") filed a civil suit against C. Keith LaMonda and Jesse W. LaMonda (collectively "Defendants") on November 17, 2006, seeking emergency injunctive relief. Defendants voluntarily consented without admitting or denying the allegations in the Commission's Complaint, to the entry of a preliminary injunction as well as to the appointment of a receiver. On November 17, 2006, the Court entered an Agreed Preliminary Injunction, Order Requesting an Accounting and Order Requesting Preservation of Documents. Defendants otherwise appeared herein through counsel, who signed the Agreement.

2. On November 17, 2006 Michael J. Quilling ("Receiver") was appointed as Receiver for ABC Viaticals, Inc., Structured Life, Inc., LaMonda Management Family Limited Partnership, Blue Water Trust, and Destiny Trust (together called "Receivership Entities"), by the United States District Court for the Northern District of Texas. [Document 8]

3. From June 2001 through November 2006, Defendant C. Keith LaMonda "Defendant" was in control of the privately held receivership entities and sold at least \$250 million in face value life insurance policies to single policy purchasers and fractionalized purchasers mostly outside the United States.

4. The Receiver unilaterally claimed that the Defendant had diverted sums of money from the Receivership entities to his personal use. The Defendant states that these funds were profits and/or commissions from the sale of life insurance policies to single policy purchasers from foreign countries originated by his privately owned companies, and were not violations of any securities laws. Defendant LaMonda maintains he has never operated a publicly traded company or accepted investors in his companies.

5. On or about July 13, 2007 through July 16, 2007 Defendant LaMonda, his counsel and others related entered into a Compromise and Settlement Agreement, ("Settlement Agreement") with Receiver "...in an effort to resolve any and all disputes among them and to avoid further uncertainties, costs, and expenses of litigation and appeal...". A copy of which is attached to Defendant's Affidavit as Exhibit A.

6. On or about July 12, 2007, the United States District Court approved the aforesaid Settlement Agreement and entered an Order which is binding on the Receiver as well as Defendant. "Should the LaMonda's or anyone of them or the Receiver fail to surrender possession of the assets or perform the obligations stated as required herein, they agreed that such act shall constitute civil contempt in violation of the Receivership Order. ( Exhibit A, Section 17)

7. Section 15 of the aforesaid Settlement Agreement states, "Recovery Efforts By The Receiver" "The Receiver

believes that there may be additional assets he can recover from third parties. To the extent that the LaMonda's assist the Receiver with respect to the efforts, Berna LaMonda will be paid 25% of the net recovery as to each effort in which they assist."

8. In the Receiver's fourth interim application for expenses the Receiver states to the Court (Docket 217, page 6), a copy of which is attached to Defendant's Affidavit as Exhibit "B", "The Receiver negotiated a Compromise Settlement with the LaMonda family," (Settlement Agreement)"... filed lawsuits against individuals and companies...has recovered in excess of \$3.2 million from lawsuits."

9. Defendant LaMonda asserts he has made numerous attempts to get the Receiver to respond to his requests for details, accounting, updates, Receiver performance and payments under the Settlement Agreement. A copy of Receiver's statement addressing this issue is attached to Defendant's Affidavit as Exhibit C.

10. Defendant LaMonda asserts that the Receiver has refused to pay anything towards the funds owed under the Settlement Agreement. See Exhibit C.

11. Defendant LaMonda asserts that Receiver is in breach of the above aforementioned Federal Court Ordered Settlement Agreement.

12. Defendant LaMonda represents his has fully performed all of his obligations under the terms of the July 12, 2007 Order, and "Settlement Agreement".

13. Defendant LaMonda believes he is entitled to receive the requested accounting by virtue of the Receivership Order, documents appointing Receiver, the "Settlement Agreement", and the obligations these documents create.

**Accordingly**, based upon the above statement of facts and the attached Affidavit of Defendant C. Keith LaMonda, the Defendant respectfully requests this Honorable Court grants his motions as follows:

1. Grant Defendant a complete accounting of all assets Receiver was given by Defendants, and Relief Defendants, including all assets Receiver took possession from all sources for each Receivership entity during the first ninety days of Receivership.

2. Grant Defendant a complete accounting of all funds Receiver has taken possession of to date and the source of those funds for each Receivership entity as a result of Receivership after the first ninety days.

3. Grant Defendant a complete accounting of all funds collected or received directly or indirectly as a result of the Compromise and Settlement Agreement, ("Settlement Agreement"), to date.

4. Grant Defendant complete accounting of all funds collected or received that are or could possibly be considered subject to the Settlement Agreement's Section 15.

5. Grant Defendant complete and full update of any and all actions or collections that Receivership is or has worked on, attempted and/or considered for possible collections.

6. Grant Defendant a complete accounting of all funds Receivership has paid to any Defendant's counsel including but not limited to John Wynne, or their firms.

7. Grant Defendant a copy of all accounting required by the Court and Receivership documents creating Receivership and appointing Receiver.

Date: March 23, 2010, Wayne, Michigan

Respectfully Submitted,

  
C. Keith LaMonda

Movant, 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:

Michael Quilling  
Q S C L  
2001 Bryan Tower  
Suite 1800  
Dallas, Texas 75201

Steven A. Harr  
Munsch Hardt Kopf & Harr, P.C.  
3800 Lincoln Plaza  
500 North Akard Street  
Dallas, Texas 75201-6659

John Wynne  
Andrews & Kurth  
600 Travis  
Suite 4200  
Houston, Texas 77002

Harold R. Loftin, Jr.  
U.S. Securities & Exchange Commission  
Burnett Plaza, Suite 1900  
801 Cherry Street, Unit #18  
Fort Worth, Texas 76102-6882

 3-23-2010  
\_\_\_\_\_  
C. Keith LaMonda  
Defendant, Pro Se



**AFFIDAVIT**

State of North Carolina:

County of Granville: ss.

I, C. Keith LaMonda, ("Defendant") hereby certify and attest to the following statements of facts:

1. The following statements are based on my own personal knowledge and information.

2. This Affidavit, is offered in support of Defendant's Motion Requiring Receiver to Provide Accounting of this date.

3. Plaintiff Securities and Exchange Commission ("Commission") filed a civil suit against C. Keith LaMonda and Jesse W. LaMonda (collectively "Defendants") on November 17, 2006, seeking monetary emergency injunctive relief. Defendants voluntarily consented without admitting or denying the allegations in the Commission's Complaint, to the entry of a preliminary injunction as well as to the appointment of a Receiver. On November 17, 2006, the Court entered an Agreed Preliminary Injunction, Order Requesting an Accounting and Order Requesting Preservation of Documents. Defendant's otherwise appeared herein through counsel, who signed the Agreement.

4. On November 17, 2006 Michael J. Quilling ("Receiver") was appointed as Receiver for ABC Viaticals, Inc., Structured Life, Inc., LaMonda Management Family Limited Partnership, Blue Water Trust, and Destiny Trust (together called "Receivership Entities"), by the United States

District Court for the Northern District of Texas. [Document 8]

5. The Receiver unilaterally claimed that the Defendant had diverted sums of money from the Receivership Entities for his personal use. The Defendant states that these funds were profits and/or commissions from the sale of life insurance policies to single purchasers from foreign countries from his privately owned companies, and therefore could not be in violation of any securities laws. Defendant LaMonda further states he has never operated a publically traded company or accepted investors in his company.

6. On July 12, 2007, through July 16, 2007 Defendant LaMonda entered into a Compromise and Settlement Agreement, ("Settlement Agreement") with Receiver "...in an effort to resolve any and all disputes among them and to avoid further uncertainties, costs, and expenses of litigation and appeal..." The Agreement, written by the Receiver and/or his counsels contained payment offsets to compensate for Receiver's overreaching claims. A true copy of which is attached to Affidavit as Exhibit A.

7. On July 12, 2007, the United States District Court approved the aforesaid Settlement Agreement and entered an Order which is binding on the Receiver as well as Defendant. "Should the LaMonda's or anyone of them or the Receiver fail to surrender possession of the assets or perform the obligations stated as required herein, they agreed that such act shall constitute civil contempt in violation of the Receivership Order". (Exhibit A, Section 17)

8. The respective rights and responsibilities of the parties, as provided in the Order, was the result of the parties mutual negotiation of the terms of the Settlement Agreement and contained future payments to Defendant to encourage the identification of additional assets/collectibles and to give the Receiver the right to collect them.

9. A true copy of said Order and "Settlement Agreement" is attached to this Affidavit hereto as Exhibit A, said Order, as attached, remains in full effect and is binding on the Receiver and the Defendant.

10. Section 15 of the aforesaid Settlement Agreement states, "Recovery Efforts By The Receiver" "The Receiver believes that there may be additional assets he can recover from third parties. To the extent that the LaMonda's assist the Receiver with respect to the efforts, Berna LaMonda will be paid 25% of the net recovery as to each effort in which they assist." Defendant has provided a tremendous amount of information concerning collectibles to Receiver.

11. In the Receiver's fourth interim application for expenses the Receiver states to the Court (Docket 217, page 6). "The Receiver negotiated a Compromise Settlement with the LaMonda family" "...filed lawsuits against individuals and companies...has recovered in excess of \$3.2 million from lawsuits." Defendant seeks any accounting and payment of these funds. A true copy of which is attached to Defendant's Affidavit as Exhibit B.

12. Defendant LaMonda asserts he has attempted numerous times to get the Receiver to respond to his requests for details, accounting, updates, Receiver performance and payment under the "Settlement Agreement." A true copy of Receiver's statement addressing this issue is attached to Defendant's Affidavit as Exhibit C.

13. Defendant LaMonda asserts that the Receiver has refused to pay anything towards the funds owed under the Settlement Agreement. See Exhibit C

14. Receiver is in breach of the above aforementioned Court Order and Settlement Agreement.

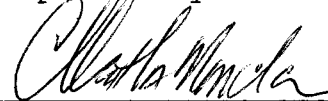
15. Defendant LaMonda has fully performed all of his obligations under the terms of the July 12, 2007 Order, and Settlement Agreement.

16. I fully assert all the background statement of facts contained in Defendant's Motion Requesting Accounting as of this date are factually correct.

I, declare under penalty of perjury that the foregoing statements are true and correct.

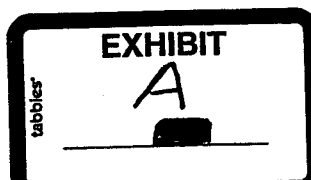
Executed on 23<sup>rd</sup> day of March, 2010

Respectfully Submitted,



C. Keith LaMonda  
Reg. No. 26060-018  
LSCI-Butner, GA  
P.O. Box 999  
Butner, NC 27509  
Defendant, Pro Se


# EXHIBIT A



the Agreement shall constitute civil contempt of this Court to be addressed by further order of the Court after proper motion and chance to be heard.

IT IS FURTHER ORDERED that the Court hereby recognizes and decrees the existence of an equitable constructive trust lien in favor of the Receiver against the house located at 1300 Grandview Boulevard in Kissimmee, Florida in the amount of \$1,425,000.00. Said lien is deemed to have arisen and exist in favor of the Receiver as of July 21, 2005.

Signed this 12<sup>th</sup> day of July 2007.

  
\_\_\_\_\_  
JORGE A. SOLIS  
UNITED STATES DISTRICT JUDGE

## COMPROMISE AND SETTLEMENT AGREEMENT

This Compromise and Settlement Agreement is entered into and is binding upon Michael J. Quilling, as Receiver for ABC Viaticals, Inc., et al., (the "Receiver") on the one hand and Keith LaMonda, Leigh Bradley, Jesse LaMonda, Berna LaMonda and all other persons listed on Schedule A (collectively, the "LaMondas") on the other hand. This Agreement shall become effective when approved by the Court presiding over the Receivership Proceedings.

### RECITALS

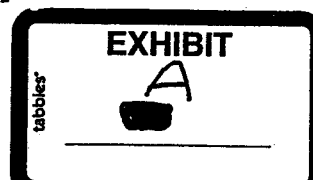
WHEREAS, by orders dated November 17, 2006 and December 4, 2006 ("Receivership Order"), the Receiver was appointed in *Securities and Exchange Commission v. ABC Viaticals, Inc., et al.*, Cause No. 3:06-CV-2136 (N.D. Tex.) (the "Receivership Proceedings") for ABC Viaticals, Inc. ("ABC"), Structured Life Settlements, Inc. ("SLS"), LaMonda Management Family Limited Partnership ("LMFLP"), and other trusts and entities identified in the Receivership Order;

WHEREAS, the Receiver alleges that certain assets owned by or in possession of the LaMondas and entities under their ownership and control are receivership estate assets and subject to the Receivership Order;

WHEREAS, the LaMondas deny the Receiver's substantive allegations and assert that some of those assets were purchased with funds not related to ABC and its investors;

WHEREAS, the LaMondas assert various and separate claims to some of those assets and assert that such claims are superior to the interests of the Receiver or the receivership estate;

WHEREAS, in an effort to resolve any and all disputes among them and to avoid further uncertainties, costs, and expenses of litigation and appeal, the Receiver has reached the following agreement with the LaMondas.





### AGREEMENTS

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Receiver and the LaMondas agree as follows:

1. Real Property in Kissimmee, Florida. The house at 1300 Grandview Boulevard in Kissimmee, Florida ("Kissimmee House") is deemed to be impressed with an equitable constructive trust lien in favor of the Receiver in the amount of \$1,425,000.00. The lien shall be deemed to exist as of July 21, 2005. Within ten days of signing this Agreement, the LaMondas shall provide the Receiver with (1) keys, security codes, and any other information needed to access the property and (2) as they are received, copies of all invoices relating to the property, including but not limited to any mortgages, maintenance, insurance, and utilities. So long as the Receiver, in his discretion, deems it proper, he shall pay all expenses relating to the Kissimmee House. So long as the property is maintained to the Receiver's satisfaction, Keith LaMonda and Leigh Bradley may reside in or otherwise use the Kissimmee House until Keith LaMonda is incarcerated and/or Leigh Bradley is disposed of her interest and required to vacate by the Government.

Ownership and possession of all personal property located in the Kissimmee House shall be vested in the Receiver. The Receiver hereby transfers, conveys, sells, assigns all right, title, and interest in such personal property to Leigh Bradley, all of which she shall cause to be removed when she vacates the property.

2. Legal Claims Relating to Kissimmee House. Ownership and possession of the right to pursue pending legal action against third parties for amounts owed related to the lapsing of the homeowner's insurance policy for the Kissimmee House shall be vested in the Receiver. The Receiver hereby assigns, conveys, and sells all right, title, and interest to the right to pursue pending

legal action against third parties for amounts owed related to the lapsing of the homeowner's insurance policy for the Kissimmee House to Leigh Bradley or her assigns.

3. Payment of Keith and Jesse LaMonda's Legal Fees. The Receiver agrees to pay a total of \$250,000.00, within five days from Court approval of this Agreement, to the following lawyers in the following amounts:

Zuckerman Spaeder LLP	\$150,000.00
Dempsey & Associates, P.A.	\$50,000.00
Fellers Snider	\$25,000.00
John Wynne	\$25,000.00

4. Real Property in Fort Lauderdale, Florida. The condominium at 313 Tarpon Drive in Fort Lauderdale, Florida ("Fort Lauderdale Condo") shall be deemed to be a receivership estate asset under the Receiver's sole control. Pursuant to 28 U.S.C. § 2001(b), the Receiver shall file a motion in the Receivership Proceedings to sell the property by private sale free and clear of all liens, claims, and encumbrances. The LaMondas agree to fully cooperate in the sale and shall not interfere with the Receiver's efforts to inspect, market, or sell the property; provided, however, that within fifteen (15) days written notice to Keith LaMonda and Leigh LaMonda, the LaMondas shall have the opportunity to select the realtor to represent the Receiver in the sale of the Fort Lauderdale Condo. Within ten days of signing this Agreement, the LaMondas shall provide the Receiver with (1) keys, security codes and any other information needed to access the Fort Lauderdale Condo and (2) as they are received, copies of all invoices relating to the property, including but not limited to any mortgages, maintenance, association dues, insurance and utilities as well as evidence of timely payment of each. So long as the property is maintained to the Receiver's satisfaction and all

expenses are timely paid, Keith LaMonda and Leigh Bradley may reside in or otherwise use the Fort Lauderdale Condo for a period of sixty days after Court approval of this Agreement (or such other time frame to which the Receiver may agree). All net sales proceeds shall be paid to the Receiver.

Ownership and possession of all personal property located in the Fort Lauderdale Condo shall be vested in the Receiver. The Receiver hereby transfers, conveys, sells, and assigns all right, title, and interest in such personal property to Leigh Bradley, all of which she shall cause to be removed when she vacates the Condo.

5. Payment to Leigh Bradley. Within five days after Court approval of this Agreement, the Receiver shall pay \$250,000.00 to Leigh Bradley.

6. Real Property in Moberly, Missouri. The house at 1730 Parkwood in Moberly, Missouri ("Missouri House") shall be deemed to be a receivership estate asset under the Receiver's sole control. Under 28 U.S.C. § 2001, the Receiver shall file a motion in the Receivership Proceedings to sell the Missouri House free and clear of all liens, claims, and encumbrances. The LaMondas agree to fully cooperate in that sale and shall not interfere with the Receiver's efforts to inspect, market, or sell the property. Within ten days of signing this Agreement, the LaMondas shall provide the Receiver with (1) keys, security codes and any other information needed to access the property and (2) as they are received, copies of all invoices relating to the property, including but not limited to any mortgages, maintenance, insurance, and utilities. Upon Court approval of this Agreement, the current residents shall have thirty days (or such other time frame to which the Receiver may agree) to present an acceptable offer to purchase the Missouri House from the Receiver. During this period of time, the current residents shall be allowed to continue living in the Missouri House so long as they timely pay all expenses relating to the house. If the offer is not

acceptable to the Receiver, then the current residents shall vacate the property upon two weeks notice (or such other time frame to which the Receiver may agree) by the Receiver. All net sale proceeds shall be paid to the Receiver.

7. Real Property in Gainesville, Georgia. The house at 3923 Muscadine Trail in Gainesville, Georgia ("Georgia House") shall be deemed to be a receivership estate asset under the Receiver's sole control. Under 28 U.S.C. § 2001, the Receiver shall file a motion in the Receivership Proceedings to sell the Georgia House free and clear of all liens, claims, and encumbrances. The LaMondas agree to fully cooperate in that sale and shall not interfere with the Receiver's efforts to inspect, market, or sell the property. Within ten days of signing this agreement, the LaMondas shall provide the Receiver with (1) keys, security codes and any other information needed to access the property and (2) as they are received, copies of all invoices relating to the property, including but not limited to any mortgages, maintenance, insurance, and utilities. Upon Court approval of this Agreement, the current residents shall have thirty days (or such other time frame to which the Receiver may agree) to present an acceptable offer to purchase the Georgia House from the Receiver. During this period of time, the current residents shall be allowed to continue living in the Georgia House so long as they timely pay all expenses relating to the house. If the offer is not acceptable to the Receiver, then the current residents shall vacate the property upon two weeks notice (or such other time frame to which the Receiver may agree) by the Receiver. All net sale proceeds shall be paid to the Receiver.

8. Vehicles to be Surrendered to the Receiver. Immediately upon Court approval of this Agreement, each of the following vehicles shall be deemed to be a receivership estate asset and the LaMondas shall immediately surrender possession of the vehicles to the Receiver or his agents:

Year	Make	Model	VIN
2004	Jeep	Liberty Renegade	1J8GK38KX4W155635
2006	Cadillac	SRX	1GYEE637960122457
2003	Lincoln	Aviator	5LMEU68H13ZJ33625
2006	Mercedes Benz	Cls 500c	WDDDJ75X86A032443
2006	Jeep	Grand Cherokee Laredo	1J8GS48K56C298356
2006	Jeep	Grand Cherokee Overland	1J8HS68266C302303
2005	Chrysler	Town and Country	1C4GP45R55B230895
2003	Mercedes Benz	S55	WDBNG74JX3A363819
2005	Pace	Enclosed Trailer	47ZFB12107X048961
2006	Panther	Airboat	Hull No. PAP000671204
2006		Aluminum Trailer	1R5MQNP1031T13487

At the time of surrendering the vehicles, the person possessing same shall deliver to the Receiver or his agents open signed titles, all keys, security codes, manuals, warranty information, registration information, evidence of insurance, and contact information for any lienholders. All net proceeds from sales of the vehicles shall be paid to the Receiver.

9. Vehicles to be Retained by the LaMondas. Ownership and possession of the following vehicles shall be vested in the Receiver:

Year	Make	Model	VIN
2006	Chrysler	Town and Country	2A8GP64L46R826259
2007	Mercedes Benz	S550	WDDNG71X17A036313
2004	BMW	645i	WBAEK73474B320656

The Receiver hereby assigns, conveys, and sells all right, title, and interest in such vehicles to Leigh Bradley.

10. ABC Assets. All assets of any nature whatsoever belonging to or in which ABC has an interest shall be deemed to be receivership estate assets subject to the Receiver's sole control. Any limiting language in the Receivership Order shall no longer be applicable.

11. SLS Assets. All assets of any nature whatsoever belonging to or in which SLS has an interest shall be deemed to be receivership estate assets subject to the sole control of the Receiver. Any limiting language in the Receivership Order shall no longer be applicable.

12. Blue Water Trust Assets. All assets of any nature whatsoever belonging to or in which Blue Water Trust has an interest shall be deemed to be receivership estate assets subject to the Receiver's sole control. Any limiting language in the Receivership Order shall no longer be applicable.

13. Destiny Trust Assets. All assets of any nature whatsoever belonging to or in which Destiny Trust has an interest shall be deemed to be receivership estate assets subject to Receiver's sole control. Any limiting language in the Receivership Order shall no longer be applicable.

14. LMFLP Assets. All assets of any nature whatsoever belonging to or in which LMFLP has an interest shall be deemed to be receivership estate assets subject to Receiver's sole control. Any limiting language in the Receivership Order shall no longer be applicable.

15. Recovery Efforts by the Receiver. The Receiver believes that there may be additional assets he can recover from third parties. To the extent that the LaMondas assist the Receiver with respect to the efforts, Berna LaMonda will be paid 25% of the net recovery as to each

effort in which they assist.

16. Mutual Release of Claims. Upon Court approval of this Agreement in the Receivership Proceedings, the following releases shall become effective:

(a) Receiver's Release: The Receiver, the receivership estate and the Examiner hereby release, acquit and forever discharge the LaMondas, including, but not limited to, all parties listed in Schedule A attached, from any and all claims, demands, debts, causes of action, contracts and liabilities of any kind or character whatsoever, known or unknown, in contract or in tort, at law or in equity, that the Receiver or the Examiner, directly or indirectly, ever had or now has against the LaMondas, except for the LaMondas' obligations under this Agreement.

(b) The LaMondas' Release: The LaMondas, for themselves and their respective successors, assigns, agents, and representatives, hereby release, acquit and forever discharge the Receiver, the receivership estate and the Examiner from any and all claims, demands, debt, causes of action, contracts, agreements, obligations and liabilities of any kind or character whatsoever, known or unknown, in contract or in tort, at law or in equity, that the LaMondas ever had or now have against the Receiver and/or the receivership estate and/or the Examiner, except for the Receiver's obligations under this Agreement. The LaMondas further agree to take no action, direct or indirect, to oppose or otherwise challenge any motion, application or lawsuit filed by the Receiver or the Examiner in the Receivership Proceedings or related litigation, except as required by law.

17. Failure to Perform Shall Be Civil Contempt. Should the LaMondas or any one of them or the Receiver fail to surrender possession of the assets or perform the obligations stated as required herein, they agree that such act shall constitute civil contempt in violation of the Receivership Order and fully understand and agree that the Receiver shall be free to seek civil

contempt sanctions against them.

18. Contact Information. The LaMondas shall provide to the Receiver at the time this Agreement is signed telephone numbers for Keith LaMonda, Leigh Bradley, Jesse LaMonda and the residents of the Missouri and Georgia Houses so that the Receiver can contact them to arrange logistics, etc.

19. LaMonda Representations. Except for the house of Jesse LaMonda and Berna LaMonda in Kissimmee, Florida (the "Jesse and Berna House") and the Kissimmee House of Keith LaMonda and Leigh Bradley, the LaMondas signatories hereto hereby represent and warrant that none of them own or possess any other assets other than those addressed in this Agreement or otherwise disclosed in Court filings having a value in the singular in excess of \$20,000.00 and acknowledge that the Receiver is relying upon such representation in making this Agreement. The Receiver hereby waives any and all rights, claims or interest the Receiver may have to the Jesse and Berna House, and all personal property located in the Jesse and Berna House.

20. Waivers. With respect to this Agreement and the Receiver, the LaMondas hereby waive all rights to assert that any of the assets covered by this Agreement constitute homestead property, exempt property, that tenancy in the entirety exists or that any other property rights apply. Keith LaMonda hereby specifically waives any homestead interest, exemptions, or tenancy in the entirety interest he may have in any of the assets covered by this Agreement, and hereby assigns and transfers any interest he may have in any of the assets covered by this Agreement to Leigh Bradley.

21. Court Approval. This Agreement is expressly conditioned upon approval by the Court presiding over the Receivership Proceedings.



22. **Entire Agreement.** This Agreement sets forth the entire agreement between the LaMondas and the Receiver and there are no unwritten representations, agreements, understandings, or promises not expressly set forth herein.

23. **Advice of Counsel.** In negotiating this Agreement, the LaMondas have had the opportunity to consult with counsel of their choosing, have been fully advised by counsel as to the effect of each and every provision of this Agreement and the consequences thereof, and have a full understanding of possible courses of action other than signing this Agreement. After such advice, the LaMondas freely and voluntarily enter into this Agreement.

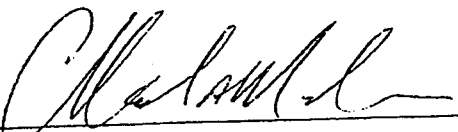
24. **Third Party Beneficiary.** The sole beneficiaries of this Agreement are the parties hereto. There shall be no third party beneficiaries to this Agreement, express or implied.

25. **Full Authority to Contract.** The LaMondas expressly represent that, to the extent their successors, trusts, heirs, or other beneficiaries have any interest in the matters that are the subject of this Agreement, they are fully authorized to contract on their behalf and have complete authority to execute this Agreement with respect to those assets. This Agreement shall be binding upon the LaMondas, their successors, trusts, heirs, other beneficiaries and all those who could make a claim by or through them including, but not limited to, all parties listed in Schedule A attached.

**[Signature Page to Follow]**

SCHEDULE A

C. Keith LaMonda  
Jesse LaMonda  
Berna LaMonda  
Leigh Bradley  
Sue Dubois  
Katlyn Nagy  
Chad LaMonda  
Randy LaMonda  
Joy LaMonda  
Terrain LaMonda  
Kellian LaMonda

  
\_\_\_\_\_  
C. Keith LaMonda

7-13-07  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Leigh Bradley

\_\_\_\_\_  
Date

\_\_\_\_\_  
Jesse LaMonda

\_\_\_\_\_  
Date

\_\_\_\_\_  
Berna LaMonda

\_\_\_\_\_  
Date

\_\_\_\_\_  
Michael J. Quilling, Receiver for  
ABC Viaticals, Inc., et al.

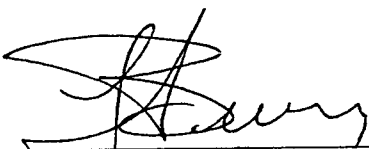
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Date

\_\_\_\_\_  
Steven A. Harr, Examiner

\_\_\_\_\_  
Date

\_\_\_\_\_  
C. Keith LaMonda

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Leigh Bradley

\_\_\_\_\_  
7/16/07  
Date

\_\_\_\_\_  
Jesse LaMonda

\_\_\_\_\_  
Date

\_\_\_\_\_  
Berna LaMonda

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Date

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Michael J. Quilling, Receiver for  
ABC Viaticals, Inc., et al.

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Steven A. Harr, Examiner

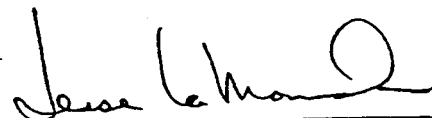
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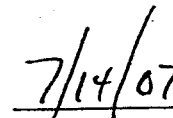
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C. Keith LaMonda

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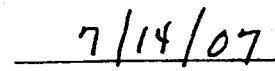
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Michael J. Quilling, Receiver for  
ABC Viaticals, Inc., et al.

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Steven A. Harr, Examiner

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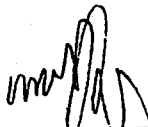
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Michael J. Quilling, Receiver for  
ABC Viaticals, Inc., et al.

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7/20/07  
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Steven A. Harr, Examiner

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C. Keith LaMonda

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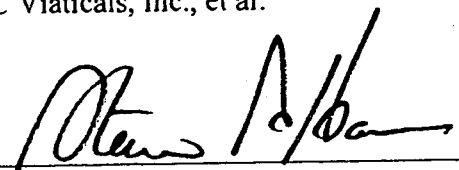
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Michael J. Quilling, Receiver for  
ABC Viaticals, Inc., et al.

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Steven A. Harr, Examiner

7/19/2007  
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# EXHIBIT B



investors located around the world invested more than \$120 million to purchase fractionalized interests in the insurance policies. At the time this case was filed, there was approximately \$4.5 million of cash available to meet premium obligations in excess of \$7 million per annum.

After his appointment, the Receiver closed all known bank accounts and took possession of all known books and records. He obtained accurate, current information regarding each policy and timely paid premiums on the policies. The Receiver arranged for a \$20 million line of credit to be utilized to pay premiums and other administrative expenses. The Receiver is in the process of obtaining voluminous bank records and reconstructing them so as to determine whether fraudulent transfer and other recoveries may be possible. He has interviewed many key witnesses with respect to the case and has met with representatives of large groups of investors in both Taiwan and Puerto Rico. A website is maintained by the Receiver so as to update the thousands of investors spread around the world. Claim forms have been approved and mailed to all known investors. Three thousand, nine hundred and seventy-six (3976) claim forms have been received back from investors.

The Receiver negotiated a comprehensive settlement with the LaMonda family and has filed lawsuits against individuals and companies that he believes are responsible for the financial demise of ABC Viaticals, Inc. and intends to continue doing so as targets are discovered. To date, the Receiver has recovered in excess of \$3.2 million from these lawsuits.

Over a several month period the Receiver solicited bids and negotiated a contract to sell the insurance portfolio for \$33.5 million plus reimbursement of approximately \$2.7 million of premiums. Part of the funds were used to repay the line of credit.

Eight motions have been filed and approved regarding 3243 allowed claims totaling \$95,238,335.85.

# EXHIBIT C

actual interest in the remaining phase of this lawsuit. The Receiver presumes LaMonda wants a greater role so he can file motions, file response briefs, and participate in attorney conferences. In short, he is asking for the opportunity to weigh in on every decision from prison. The Court should deny LaMonda's motion because he insists on keeping his counsel of record and fails to establish proper standing to remain in this case. Furthermore, his request that the Court "reconfirm" his settlement agreement with the Receiver as a standing order is unnecessary and should be denied.

#### STATEMENT OF FACTS

1. On November 17, 2006, the Securities and Exchange Commission filed this lawsuit alleging that C. Keith LaMonda ("LaMonda") violated securities laws and ran a Ponzi scheme through a company called ABC Viaticals, Inc. ("ABC"). The Court appointed Michael J. Quilling as the Receiver for ABC and other related entities.

2. In July 2007, the Receiver negotiated a settlement agreement that transferred certain assets between LaMonda's family and the receivership estate. (Compromise & Settlement Agreement [Doc. 71-2].) He filed a motion asking the Court for authority to consummate the agreement and the Court gave its approval. (Agreed Mot. to Approve [Doc. 71]; Order [Doc. 73-2].)

3. Since that time, the United States District Court for the Middle District of Florida convicted LaMonda for eight securities law violations in another scheme he ran through ABC's predecessor. *United States v. LaMonda*, Cause No. 6:05-CR-0131-JA-UAM [Doc. 972] (M.D. Fla. Jan. 2, 2008). He is currently serving a total of 240 months in federal prison. (*Id.*)

4. While serving time, LaMonda has sent numerous letters to the Receiver demanding various payments under the settlement agreement. The Receiver refuses to pay him

anything because (a) LaMonda has still not paid for one of the assets under that agreement and (b) the amount LaMonda owes the Receiver exceeds any amount he is actually due. This has been made clear to both LaMonda and his counsel of record.

5. LaMonda is no longer an active party in this case. The docket report lists him as a “terminated” party on September 3, 2009—the date this Court entered final judgment against him. (Final J. [Doc. 236].) It also shows that he is represented by counsel whom LaMonda “does not wish to relieve.” (Def.’s Mot. [Doc. 252] at 2.) LaMonda is not a licensed attorney capable of acting as his own co-counsel.

6. The Receiver now asks the Court to deny the motion for the reasons stated below.

#### ARGUMENTS & ANALYSIS

##### A. The Court Should Not Admit Anyone *Pro Se* Who Has Counsel Of Record

The Court cannot recognize LaMonda both through his counsel of record and as a *pro se* litigant. In his motion, LaMonda asks to appear for himself but also states he “does not wish to relieve Mr. Wynne of his responsibility of representation of him.” (Def.’s Mot. [Doc. 252] at 2.) He cannot have it both ways. The Court should deny LaMonda’s request to serve as his own co-counsel alongside his attorneys.

For LaMonda to proceed *pro se*, he must comply with the local rules by having his counsel of record withdraw. LOCAL CIV. R. 83.12. Then and only then could the Court consider any motion for LaMonda to act as a *pro se* litigant. LOCAL CIV. R. 83.14. Until counsel has withdrawn, LaMonda’s motion is moot or premature. Under these circumstances the Court should deny his request to appear both *pro se* and through an attorney.

C. Keith LaMonda  
26060-018  
LSCI-Butner, GA  
P.O. Box 999  
Butner, NC 27509

March 23, 2010

Clerk of the Court  
United States District Court  
Northern District of Texas  
1100 Commerce St. Room 1654  
Dallas, Texas 75242

Re: Civil Action No.: 3-06CV2136-P (ECF)

Dear Clerk:

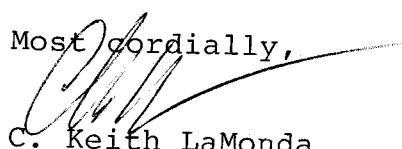
Please find enclosed Defendant C. Keith LaMonda's  
Pro Se Motion for Receiver Accounting including:

1. Motion Requiring Receiver to Provide Accounting
2. Memorandum in Support
3. Certificate of Service
4. Defendant C. Keith LaMonda's Affidavit with Exhibits
5. Proposed Motion

Please complete the Court's Electronic Filing System for the vast network of interested parties', attorneys and others. Unfortunately, I have no access to a computer or internet so I must rely on the Court's kindness.

Also, I wish to apologize for filing this "Pro Se" motion before the Honorable Judge Solis rules on my request to appear pro se which is still pending, but time is of the essence. If the Court needs to hold this motion pending approval of prior motion, Defendant LaMonda understands.

Most cordially,

  
C. Keith LaMonda