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

CLERK US DISTRICT COURT  
NORTHERN DIST. OF TX  
FILED

2010 MAY 17 PM 3:03  
DEPUTY CLERK NT

SECURITIES AND EXCHANGE COMMISSION, :

Plaintiff, :

vs. :

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

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.

DEFENDANT C. KEITH LAMONDA'S REPLY TO RECEIVER'S RESPONSE TO LAMONDA'S  
MOTION REQUIRING RECEIVER TO PROVIDE ACCOUNTING

Defendant C. Keith LaMonda, "Defendant LaMonda", files  
this Reply to Receiver's Response to LaMonda's Motion  
Requiring The Receiver to Provide An Accounting. [Doc. 263]

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

RECEIVER'S ARGUMENT

1. The Receiver's responsive argument is that Defendant  
LaMonda lacks standing and then offers an inapposite citation  
from a dissenting Judge in a civil rights case dissimilar from  
the facts presented in the instant case.

In Citizens Concerned About Our Children v. School Board  
of Broward County, 193 F.3d 1285, 1296 (11th Cir.  
1999) (Barkett, J dissent in part), cited by Receiver, the  
Court of Appeals held the Defendant lacked standing to

challenge by interlocutory appeal a motion dismissing their complaint for lack of standing.

However, the instant case, is distinguishable. First, in the cited case, the dismissal effectively terminated Defendant's claims. In this matter, Defendant LaMonda has the continuing right to asset claims. (See Exhibit A, Compromise and Settlement Agreement, "Settlement Agreement/Order"). Second, since the dismissal by the SEC upon which the Receiver rests his argument, the Receiver has acted in numerous ways causing damage to Defendant LaMonda. Therefore, each malfeasance, misfeasance, and nonfeasance of his duties as a Receiver under the "Settlement Agreement/Order" has given rise to new and additional claims.

Therefore, Defendant LaMonda would have standing as a result of violations of the "Settlement Agreement/Order" and continuous nature thereof. Lastly, the instant case, there is a mutually agreed upon, Court Ordered, Compromise and Settlement Agreement, "Settlement Agreement/Order" in which the parties have ongoing obligations, duties, responsibilities and disputes beyond the issues of the Receivership itself.

2. The Receiver's sole remaining rebuttal complaint is that Defendant LaMonda did not confer with other parties before filing his motion and cites Local Civ.R. 7.1(b).

A. Defendant LaMonda shows he is appearing pro se after being abandoned over two years ago by his counsel, John Wynne, and awaits approval of this Honorable Court's to proceed pro se. Additionally, Defendant LaMonda has no access

to the internet or even a computer. As a result, Defendant LaMonda does not have any means to "confer" with the other parties. Historically, Mr. Quilling and Mr. Loftin have not responded to Defendant LaMonda's direct mail inquires.

B. Defendant LaMonda did in fact copy Mr. Quilling, Mr. Loftin and others with this filing as indicated in the Certificate of Service and asked the clerk to file this Motion on the Electronic Filing System.

C. The Motion at the heart of this instant issue, Mr. Loftin's Unopposed Motion To Dismiss Monetary Claims Against C. Keith LaMonda and Jesse W. LaMonda, Jr., was not given to Defendant LaMonda or Jesse W. LaMonda Jr. prior to its filing, nor did Mr. Loftin "confer" with Defendant LaMonda or Jesse W. LaMonda, Jr. prior to filing his "Unopposed Motion" nor did he even mail them a service copy.

D. Additionally, the Receiver, Michael Quilling, is notorious for filing "Unopposed Motions" without "conferring" with the other parties in this case and has done so over a dozen times. Defendant LaMonda has brought this to Mr. Quilling's attention in several letters without any response whatsoever.

E. Lastly, Defendant LaMonda has requested a copy of the Local Rules from this Court. Unfortunately, he has not received them to date. Therefore, the only issue before the Court is Defendant LaMonda's standing in the matter.

**DEFENDANT LAMONDA'S RESPONSE ARGUMENTS AND ANALYSIS**

Defendant LaMonda refers the Court to his Motion to Appear Pro Se and Reconfirm the Compromise and Settlement Agreement "Settlement Agreement/Order" in which the Receiver argued there was no need to reconfirm a "Standing Order of the Court". Defendant LaMonda maintains the issues for both motions are the same and will restate them again for the Court's convenience and for the record.

**DEFENDANT LAMONDA HAS STANDING IN THIS CASE AND IN**

**"SETTLEMENT AGREEMENT/ORDER"**

**A. DEFENDANT LAMONDA HAS STANDING**

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/Order" is still a standing Order of this Court, over which this Court still retains jurisdiction (Exhibit A). (See pages 1 and 2)

2. The Receiver has also admitted that "...LaMonda has sent numerous letters to the Receiver demanding various payments under the "Settlement Agreement/Order". 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. (Exhibit B)

to an equitable constructive lien." The term "entitled", 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 "Settlement Agreement/Order" and its creation as contained in Defendant LaMonda's Memorandum and Affidavits filed in that case (Exhibit E), was a mutual agreement of the parties, then approved by the Court in which expressly acknowledged there was no wrongdoing on the part of Defendant LaMonda.

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) To the contrary, the "Settlement Agreement/Order" fails to expressly or even imply any provisions for any payments, due dates, allowance for interest, self execution, or foreclosure as Mr. Quilling "Sworn Statement" indicates.

3. The Receiver also states in paragraph 6 "...the Receiver has been making payments on the first mortgage." That statement is at best, disingenuous. Even though Receiver may have made a few payments, according to the mortgage company he is \$44,000 past due, a breach of the "Settlement Agreement/Order," particularly considering his exclusive possession of the residence. (Exhibit H).

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/Order". He also makes the following misstatements of fact.

a. "U.S. District Court...**impose** an equitable lien in..." (Exhibit F, Paragraph 6).

b. "U.S. District Court...determined...**is entitled** to equitable lien..." (Exhibit F, 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..." (Exhibit F, 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**" (Exhibit F, 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**" (Exhibit F, 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/Order", Exhibit A, Page 1). This is a blatant misrepresentation of the facts by the Receiver of the

"Settlement Agreement/Order" in order to mislead the Florida Court into believing this Court even adjudicated the Florida homestead laws.

Without any doubt there are many disputed facts and matters of law that this Court must adjudicate concerning the "Settlement Agreement/Order" and Defendant LaMonda should be allowed to have standing and be at least heard.

5. On more global bases, 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, the 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, his standing along with ongoing obligations, responsibilities, and other issues remain.

b. Under the Receivership Order creating this Receivership by this Honorable Court, the Receivership Order 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 days 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 continues standing for the parties. Defendant LaMonda is a party.

Defendant LaMonda clearly 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). As shown above and as noted herein, those include but are not completely limited to:

i. The Receiver's failure to comply with Section 15 of the "Settlement Agreement/Order."

ii. The Receiver's violation of Section 1 of the "Settlement Agreement/Order."

iii. The continuing nature of the "Settlement Agreement/Order".

**B. THE "SETTLEMENT AGREEMENT/ORDER" IS A STANDING ORDER OF THE COURT**

The Receiver would like this Court to believe Defendant LaMonda has no compelling reason to appear in this case but maintains the "Settlement Agreement/Order" is a standing Order of this Court.

1. Defendant LaMonda submits he has an ongoing interest in the "Settlement Agreement/Order"; specifically Section 15 claims and collections. The Receiver acknowledges this 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. (Exhibit C)

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/Order" (Doc. 217, page 6) yet

none of this has been paid under the "Settlement Agreement/Order", Section 15, allegedly due to "unjustifiable" offsets which are not part of the "Settlement Agreement/Order" and amount to less than 1% of what the Receiver has collected under Section 15 alone by his own statements to this Court. 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 has provided and 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, has made statements and entered into contracts stating he would not honor the terms of the "Settlement Agreement/Order". (Exhibit I)

6. The Receiver is in breach of the "Settlement Agreement/Order" in numerous instances and Defendant LaMonda has the right to enforce this breach.

**Wherefore**, premises considered, Defendant LaMonda respectfully requests this Honorable Court to grant his previous 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/Order"), 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/Order" Section 15.

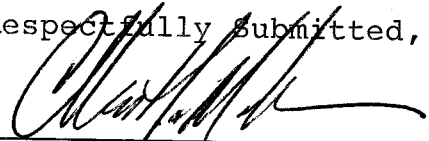
5. Grant Defendant complete and full update of any and all actions or collections that Receivership is or has worked on, attempted and/or considered for possible collections.

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 all accounting required by the Court and Receivership documents creating Receivership and appointing Receiver.

May 6, 2010

Respectfully Submitted,



C. Keith LaMonda  
Reg. No. 56166-083  
LSCI-Butner, GA  
P.O. Box 999  
Butner, NC 27509

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:

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

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



5-7-2010

C. Keith LaMonda

Defendant, Pro Se