

1 REBECCA R. DUNNAN, ESQ.*
2 H. NORMAN KNICKLE, ESQ.*
3 *Admitted *Pro Hac Vice*
4 **U.S. SECURITIES AND EXCHANGE**
5 **COMMISSION**
6 100 F Street NE
7 Washington, D.C. 20549
8 (202) 551-3813 (Dunnan)
9 (202) 551-5907 (Knickle)
10 Email: Dunnanr@sec.gov
11 KnickleN@sec.gov

12 *Attorneys for Plaintiff*

13
14
15 **UNITED STATES DISTRICT COURT**
16 **DISTRICT OF NEVADA**

17 SECURITIES AND EXCHANGE
18 COMMISSION

19 Plaintiff,

20 vs.

21 LIXIN AZARMEHR, JL REAL ESTATE
22 DEVELOPMENT CORPORATION,
23 NEVADA SKILLED NURSING LENDER,
24 LLC, and NEVADA SKILLED NURSING
25 DEVELOPMENT, LLC,

26 Defendants.

CASE NO. 2:24-CV-00707-JCM-MDC

27 **PLAINTIFF SECURITIES AND**
28 **EXCHANGE COMMISSION'S**
UNOPPOSED MOTION TO
APPROVE CONSENTS AND FINAL
JUDGMENT AS TO ALL
DEFENDANTS

Plaintiff Securities and Exchange Commission (the “SEC” or the “Commission”) hereby moves the Court to approve the attached Consents as to Defendants Lixin Azarmehr (“Azarmehr”), JL Real Estate Development Corporation (“JL REDC”), Nevada Skilled Nursing Lender, LLC (“Lender”), and Nevada Skilled Nursing Development, LLC (“Developer”) (collectively, the “Defendants”). In support of this Motion, the Commission states as follows:

1. The Commission filed this case on April 11, 2024 alleging that the Defendants had engaged in various violations of the federal securities laws.

2. The Commission has reached a settlement with all Defendants.

3. Azarmehr has executed a Consent in this case (“Azarmehr Consent”) by which she consents to, among other things, the jurisdiction of this Court and entry of an agreed Final Judgment (“Final Judgment”) without a hearing, argument, or adjudication of any fact or law. The Azarmehr Consent and the Final Judgment are attached hereto as Exhibits A and E, respectively.

4. Azarmehr has also executed a Consent in this case on behalf of JL REDC (“JL REDC Consent”) by which JL REDC consents to, among other things, the jurisdiction of this Court and entry of an agreed Final Judgment without a hearing, argument, or adjudication of any fact or law. The JL REDC Consent and the Final Judgment are attached hereto as Exhibits B and E, respectively.

5. Azarmehr has also executed a Consent in this case on behalf of Lender (“Lender Consent”) by which Lender consents to, among other things, the jurisdiction of this Court and entry of an agreed Final Judgment without a hearing, argument, or adjudication of any fact or law. The Lender Consent and the Final Judgment are attached hereto as Exhibits C and E, respectively.

6. Finally, Azarmehr has also executed a Consent in this case on behalf of Developer (“Developer Consent”) by which Developer consents to, among other things, the jurisdiction of this Court and entry of an agreed Final Judgment without a hearing, argument, or adjudication of any fact or law. The Developer Consent and the Final Judgment are attached hereto as Exhibits D and E, respectively.

7. The Final Judgment permanently restrains and enjoins the Defendants from violating Section 10(b) of the Securities Exchange Act of 1934 (“Exchange Act”) [15 U.S.C. §

78j(b)] and Rule 10b-5 thereunder [17 C.F.R. § 240.10b-5] and Section 17(a) of the Securities Act of 1933 (“Securities Act”) [15 U.S.C. § 77q(a)].

8. As to monetary relief, the Final Judgment orders JL REDC to pay disgorgement in the amount of \$500,000.00 with prejudgment interest thereon in the amount of \$200,000.00, and a civil penalty of \$500,000.00. Additionally, the Final Judgment orders Azarmehr to pay a civil penalty of \$75,000.00.

9. Finally, the Final Judgment also restrains and enjoins Defendants for a period of 10 years, from participating in the offer or sale of any security which constitutes, or is promoted as constituting, a qualifying investment in a “commercial enterprise” under the United States Government EB-5 visa program administered by the U.S. Citizenship and Immigration Service.

10. The entry of the Final Judgment would resolve all remaining issues before the Court in this matter.

11. Accordingly, the undersigned respectfully requests the Court enter the Final Judgment and administratively close this case.

WHEREFORE, the parties respectfully request that the Court enter the attached proposed Final Judgment as to the Defendants.

Dated: September 4, 2025

By: /s/ Rebecca R. Dunnan
Rebecca R. Dunnan*
H. Norman Knickle*
*Admitted *Pro Hac Vice*
Attorneys for Plaintiff
Securities and Exchange Commission

PROOF OF SERVICE

I am over the age of 18 years and not a party to this action. My business address is:

U.S. SECURITIES AND EXCHANGE COMMISSION,
100 F STREET NE, WASHINGTON, DC 20549
Telephone No. (202) 551-3813; Facsimile No. (703) 420-6032.

On September 4, 2025, I caused to be served the document entitled **PLAINTIFF SECURITIES AND EXCHANGE COMMISSION'S UNOPPOSED MOTION TO APPROVE CONSENTS AND FINAL JUDGMENT AS TO ALL DEFENDANTS** on all the parties to this action addressed as stated on the attached service list:

☐ **OFFICE MAIL:** By placing in sealed envelope(s), which I placed for collection and mailing today following ordinary business practices. I am readily familiar with this agency's practice for collection and processing of correspondence for mailing; such correspondence would be deposited with the U.S. Postal Service on the same day in the ordinary course of business.

☐ **PERSONAL DEPOSIT IN MAIL:** By placing in sealed envelope(s), which I personally deposited with the U.S. Postal Service. Each such envelope was deposited with the U.S. Postal Service at Los Angeles, California, with first class postage thereon fully prepaid.

☐ **EXPRESS U.S. MAIL:** Each such envelope was deposited in a facility regularly maintained at the U.S. Postal Service for receipt of Express Mail at Washington, DC, with Express Mail postage paid.

☐ **HAND DELIVERY:** I caused to be hand delivered each such envelope to the office of the addressee as stated on the attached service list.

☐ **UNITED PARCEL SERVICE:** By placing in sealed envelope(s) designated by United Parcel Service ("UPS") with delivery fees paid or provided for, which I deposited in a facility regularly maintained by UPS or delivered to a UPS courier, at Washington, DC.

☐ **ELECTRONIC MAIL:** By transmitting the document by electronic mail to the following electronic mail addresses.

☒ **E-FILING:** By causing the document to be electronically filed via the Court's CM/ECF system, which effects electronic service on counsel who are registered with the CM/ECF system.

☐ **FAX:** By transmitting the document by facsimile transmission. The transmission was reported as complete and without error.

I declare under penalty of perjury that the foregoing is true and correct.

Dated: September 4, 2025

/s/ Rebecca R. Dunnan
Rebecca R. Dunnan

UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

SECURITIES AND EXCHANGE
COMMISSION

Plaintiff,

vs.

LIXIN AZARMEHR, JL REAL ESTATE
DEVELOPMENT CORPORATION,
NEVADA SKILLED NURSING LENDER,
LLC, and NEVADA SKILLED NURSING
DEVELOPMENT, LLC,

Defendants.

CASE NO. 2:24-CV-00707-JCM-MDC

**CONSENT OF DEFENDANT
LIXIN AZARMEHR**

1. Defendant Lixin Azarmehr ("Defendant") acknowledges service of the summons and the complaint in this action, enters a general appearance, and admits the Court's jurisdiction over Defendant and over the subject matter of this action.

2. Without admitting or denying the allegations of the complaint (except as provided herein in paragraph 12 and except as to personal and subject matter jurisdiction, which Defendant admits), Defendant hereby consents to the entry of the final judgment in the form attached hereto (the "Final Judgment") and incorporated by reference herein, which, among other things:

- (a) permanently restrains and enjoins Defendant from violations of Section 10(b) of the Securities Exchange Act of 1934 ("Exchange Act") [15 U.S.C. § 78j(b)] and Rule 10b-5 thereunder [17 C.F.R. § 240.10b-5] and Section 17(a) of the Securities Act of 1933 ("Securities Act") [15 U.S.C. § 77q(a)];

1 (b) further restrains and enjoins Defendant for a period of 10 years, from
2 participating in the offer or sale of any security which constitutes, or is
3 promoted as constituting, a qualifying investment in a “commercial
4 enterprise” under the United States Government EB-5 visa program
5 administered by the U.S. Citizenship and Immigration Service; and

6 (c) orders Defendant to pay a civil penalty in the amount of \$75,000.00 under
7 Section 21(d)(3) of the Exchange Act [15 U.S.C. § 78u(d)(3)].
8

9 3. Defendant acknowledges that the civil penalty paid pursuant to the Final
10 Judgment may be distributed pursuant to the Fair Fund provisions of Section 308(a) of the
11 Sarbanes-Oxley Act of 2002. Regardless of whether any such Fair Fund distribution is made, the
12 civil penalty shall be treated as a penalty paid to the government for all purposes, including all
13 tax purposes. To preserve the deterrent effect of the civil penalty, Defendant agrees that she
14 shall not, after offset or reduction of any award of compensatory damages in any Related
15 Investor Action based on Defendant’s payment of disgorgement in this action, argue that she is
16 entitled to, nor shall she further benefit by, offset or reduction of such compensatory damages
17 award by the amount of any part of Defendant’s payment of a civil penalty in this action
18 (“Penalty Offset”). If the court in any Related Investor Action grants such a Penalty Offset,
19 Defendant agrees that she shall, within 30 days after entry of a final order granting the Penalty
20 Offset, notify the Commission’s counsel in this action and pay the amount of the Penalty Offset
21 to the United States Treasury or to a Fair Fund, as the Commission directs. Such a payment shall
22 not be deemed an additional civil penalty and shall not be deemed to change the amount of the
23 civil penalty imposed in this action. For purposes of this paragraph, a “Related Investor Action”
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1 means a private damages action brought against Defendant by or on behalf of one or more
2 investors based on substantially the same facts as alleged in the Complaint in this action.

3 4. Defendant agrees that she shall not seek or accept, directly or indirectly,
4 reimbursement or indemnification from any source, including but not limited to payment made
5 pursuant to any insurance policy, with regard to any civil penalty amounts that Defendant pays
6 pursuant to the Final Judgment, regardless of whether such penalty amounts or any part thereof
7 are added to a distribution fund or otherwise used for the benefit of investors. Defendant further
8 agrees that she shall not claim, assert, or apply for a tax deduction or tax credit with regard to
9 any federal, state, or local tax for any penalty amounts that Defendant pays pursuant to the Final
10 Judgment, regardless of whether such penalty amounts or any part thereof are added to a
11 distribution fund or otherwise used for the benefit of investors.
12

13 5. Defendant waives the entry of findings of fact and conclusions of law pursuant to
14 Rule 52 of the Federal Rules of Civil Procedure.
15

16 6. Defendant waives the right, if any, to a jury trial and to appeal from the entry of
17 the Final Judgment.

18 7. Defendant enters into this Consent voluntarily and represents that no threats,
19 offers, promises, or inducements of any kind have been made by the Commission or any
20 member, officer, employee, agent, or representative of the Commission to induce Defendant to
21 enter into this Consent.

22 8. Defendant agrees that this Consent shall be incorporated into the Final Judgment
23 with the same force and effect as if fully set forth therein.
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1 9. Defendant will not oppose the enforcement of the Final Judgment on the ground,
2 if any exists, that she fails to comply with Rule 65(d) of the Federal Rules of Civil Procedure,
3 and hereby waives any objection based thereon.

4 10. Defendant waives service of the Final Judgment and agrees that entry of the Final
5 Judgment by the Court and filing with the Clerk of the Court will constitute notice to Defendant
6 of its terms and conditions. Defendant further agrees to provide counsel for the Commission,
7 within thirty days after the Final Judgment is filed with the Clerk of the Court, with an affidavit
8 or declaration stating that Defendant has received and read a copy of the Final Judgment.

9 11. Consistent with 17 C.F.R. 202.5(f), this Consent resolves only the claims asserted
10 against Defendant in this civil proceeding. Defendant acknowledges that no promise or
11 representation has been made by the Commission or any member, officer, employee, agent, or
12 representative of the Commission with regard to any criminal liability that may have arisen or
13 may arise from the facts underlying this action or immunity from any such criminal liability.
14 Defendant waives any claim of Double Jeopardy based upon the settlement of this proceeding,
15 including the imposition of any remedy or civil penalty herein. Defendant further acknowledges
16 that the Court's entry of a permanent injunction may have collateral consequences under federal
17 or state law and the rules and regulations of self-regulatory organizations, licensing boards, and
18 other regulatory organizations. Such collateral consequences include, but are not limited to, a
19 statutory disqualification with respect to membership or participation in, or association with a
20 member of, a self-regulatory organization. This statutory disqualification has consequences that
21 are separate from any sanction imposed in an administrative proceeding. In addition, in any
22 disciplinary proceeding before the Commission based on the entry of the injunction in this
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1 action, Defendant understands that she shall not be permitted to contest the factual allegations of
2 the complaint in this action.

3 12. Defendant understands and agrees to comply with the terms of 17 C.F.R.
4 § 202.5(e), which provides in part that it is the Commission's policy "not to permit a defendant
5 or respondent to consent to a judgment or order that imposes a sanction while denying the
6 allegations in the complaint or order for proceedings," and "a refusal to admit the allegations is
7 equivalent to a denial, unless the defendant or respondent states that he neither admits nor denies
8 the allegations." As part of Defendant's agreement to comply with the terms of Section 202.5(e),
9 Defendant: (i) will not take any action or make or permit to be made any public statement
10 denying, directly or indirectly, any allegation in the complaint or creating the impression that the
11 complaint is without factual basis; (ii) will not make or permit to be made any public statement
12 to the effect that Defendant does not admit the allegations of the complaint, or that this Consent
13 contains no admission of the allegations, without also stating that Defendant does not deny the
14 allegations; (iii) upon the filing of this Consent, Defendant hereby withdraws any papers filed in
15 this action to the extent that they deny any allegation in the complaint; and (iv) stipulates solely
16 for purposes of exceptions to discharge set forth in Section 523 of the Bankruptcy Code, 11
17 U.S.C. §523, that the allegations in the complaint are true, and further, that any debt for
18 disgorgement, prejudgment interest, civil penalty or other amounts due by Defendant under the
19 Final Judgment or any other judgment, order, consent order, decree or settlement agreement
20 entered in connection with this proceeding, is a debt for the violation by Defendant of the federal
21 securities laws or any regulation or order issued under such laws, as set forth in Section
22 523(a)(19) of the Bankruptcy Code, 11 U.S.C. §523(a)(19). If Defendant breaches this
23 agreement, the Commission may petition the Court to vacate the Final Judgment and restore this
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1 action to its active docket. Nothing in this paragraph affects Defendant's: (i) testimonial
 2 obligations; or (ii) right to take legal or factual positions in litigation or other legal proceedings
 3 in which the Commission is not a party.


4 13. Defendant hereby waives any rights under the Equal Access to Justice Act, the
 5 Small Business Regulatory Enforcement Fairness Act of 1996, or any other provision of law to
 6 seek from the United States, or any agency, or any official of the United States acting in his or
 7 her official capacity, directly or indirectly, reimbursement of attorney's fees or other fees,
 8 expenses, or costs expended by Defendant to defend against this action. For these purposes,
 9 Defendant agrees that Defendant is not the prevailing party in this action since the parties have
 10 reached a good faith settlement.

12 14. Defendant agrees to waive all objections, including but not limited to,
 13 constitutional, timeliness, and procedural objections, to the administrative proceeding that will be
 14 instituted when the judgment is entered.

15 15. Defendant agrees that the Commission may present the Final Judgment to the
 16 Court for signature and entry without further notice.

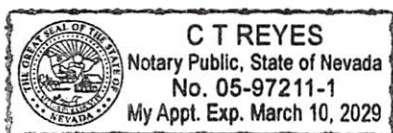
17 16. Defendant agrees that this Court shall retain jurisdiction over this matter for the
 18 purpose of enforcing the terms of the Final Judgment.


20
 21 Dated: 19/06/25.

22 
 Lixin Azarmehr

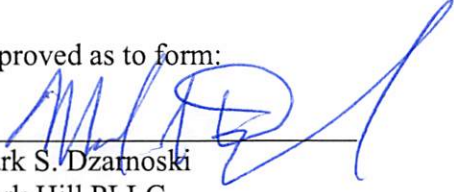
23 State of Nevada)
 24) ss
 County of Clark)

25 On JUNE 19, 2025, Lixin Azarmehr, a person known to me, personally appeared
 26 before me and acknowledged executing the foregoing Consent.




 Notary Public
 Commission Expires: 31/10/2029

1 Approved as to form:

2 
3 Mark S. Dzarnoski

4 Clark Hill PLLC

5 1700 S. Pavilion Center Drive, Suite 500

6 Las Vegas, NV 89135

7 Attorney for Defendant

UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

SECURITIES AND EXCHANGE
COMMISSION

Plaintiff,

vs.

LIXIN AZARMEHR, JL REAL ESTATE
DEVELOPMENT CORPORATION,
NEVADA SKILLED NURSING LENDER,
LLC, and NEVADA SKILLED NURSING
DEVELOPMENT, LLC,

Defendants.

CASE NO. 2:24-CV-00707-JCM-MDC

**CONSENT OF DEFENDANT JL
REAL ESTATE DEVELOPMENT
CORPORATION**

1. Defendant JL Real Estate Development Corporation (“Defendant”) acknowledges service of the summons and the complaint in this action, enters a general appearance, and admits the Court’s jurisdiction over Defendant and over the subject matter of this action.

2. Without admitting or denying the allegations of the complaint (except as provided herein in paragraph 12 and except as to personal and subject matter jurisdiction, which Defendant admits), Defendant hereby consents to the entry of the final judgment in the form attached hereto (the “Final Judgment”) and incorporated by reference herein, which, among other things:

- (a) permanently restrains and enjoins Defendant from violations of Section 10(b) of the Securities Exchange Act of 1934 (“Exchange Act”) [15 U.S.C. § 78j(b)] and Rule 10b-5 thereunder [17 C.F.R. § 240.10b-5] and Section 17(a) of the Securities Act of 1933 (“Securities Act”) [15 U.S.C. § 77q(a)];

- 1 (b) further restrains and enjoins Defendant for a period of 10 years, from
2 participating in the offer or sale of any security which constitutes, or is
3 promoted as constituting, a qualifying investment in a “commercial
4 enterprise” under the United States Government EB-5 visa program
5 administered by the U.S. Citizenship and Immigration Service;
6 (c) orders Defendant to pay disgorgement in the amount of \$500,000.00, plus
7 prejudgment interest thereon in the amount of \$200,000.00; and
8 (d) orders Defendant to pay a civil penalty in the amount of \$500,000.00
9 under Section 21(d)(3) of the Exchange Act [15 U.S.C. § 78u(d)(3)].
10

11 3. Defendant acknowledges that the civil penalty paid pursuant to the Final
12 Judgment may be distributed pursuant to the Fair Fund provisions of Section 308(a) of the
13 Sarbanes-Oxley Act of 2002. Regardless of whether any such Fair Fund distribution is made, the
14 civil penalty shall be treated as a penalty paid to the government for all purposes, including all
15 tax purposes. To preserve the deterrent effect of the civil penalty, Defendant agrees that it shall
16 not, after offset or reduction of any award of compensatory damages in any Related Investor
17 Action based on Defendant’s payment of disgorgement in this action, argue that it is entitled to,
18 nor shall it further benefit by, offset or reduction of such compensatory damages award by the
19 amount of any part of Defendant’s payment of a civil penalty in this action (“Penalty Offset”). If
20 the court in any Related Investor Action grants such a Penalty Offset, Defendant agrees that it
21 shall, within 30 days after entry of a final order granting the Penalty Offset, notify the
22 Commission’s counsel in this action and pay the amount of the Penalty Offset to the United
23 States Treasury or to a Fair Fund, as the Commission directs. Such a payment shall not be
24 deemed an additional civil penalty and shall not be deemed to change the amount of the civil
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1 penalty imposed in this action. For purposes of this paragraph, a “Related Investor Action”
2 means a private damages action brought against Defendant by or on behalf of one or more
3 investors based on substantially the same facts as alleged in the Complaint in this action.

4 4. Defendant agrees that it shall not seek or accept, directly or indirectly,
5 reimbursement or indemnification from any source, including but not limited to payment made
6 pursuant to any insurance policy, with regard to any civil penalty amounts that Defendant pays
7 pursuant to the Final Judgment, regardless of whether such penalty amounts or any part thereof
8 are added to a distribution fund or otherwise used for the benefit of investors. Defendant further
9 agrees that it shall not claim, assert, or apply for a tax deduction or tax credit with regard to any
10 federal, state, or local tax for any penalty amounts that Defendant pays pursuant to the Final
11 Judgment, regardless of whether such penalty amounts or any part thereof are added to a
12 distribution fund or otherwise used for the benefit of investors.
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14 5. Defendant waives the entry of findings of fact and conclusions of law pursuant to
15 Rule 52 of the Federal Rules of Civil Procedure.
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17 6. Defendant waives the right, if any, to a jury trial and to appeal from the entry of
18 the Final Judgment.

19 7. Defendant enters into this Consent voluntarily and represents that no threats,
20 offers, promises, or inducements of any kind have been made by the Commission or any
21 member, officer, employee, agent, or representative of the Commission to induce Defendant to
22 enter into this Consent.
23

24 8. Defendant agrees that this Consent shall be incorporated into the Final Judgment
25 with the same force and effect as if fully set forth therein.
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1 9. Defendant will not oppose the enforcement of the Final Judgment on the ground,
2 if any exists, that it fails to comply with Rule 65(d) of the Federal Rules of Civil Procedure, and
3 hereby waives any objection based thereon.

4 10. Defendant waives service of the Final Judgment and agrees that entry of the Final
5 Judgment by the Court and filing with the Clerk of the Court will constitute notice to Defendant
6 of its terms and conditions. Defendant further agrees to provide counsel for the Commission,
7 within thirty days after the Final Judgment is filed with the Clerk of the Court, with an affidavit
8 or declaration stating that Defendant has received and read a copy of the Final Judgment.

9 11. Consistent with 17 C.F.R. 202.5(f), this Consent resolves only the claims asserted
10 against Defendant in this civil proceeding. Defendant acknowledges that no promise or
11 representation has been made by the Commission or any member, officer, employee, agent, or
12 representative of the Commission with regard to any criminal liability that may have arisen or
13 may arise from the facts underlying this action or immunity from any such criminal liability.
14 Defendant waives any claim of Double Jeopardy based upon the settlement of this proceeding,
15 including the imposition of any remedy or civil penalty herein. Defendant further acknowledges
16 that the Court's entry of a permanent injunction may have collateral consequences under federal
17 or state law and the rules and regulations of self-regulatory organizations, licensing boards, and
18 other regulatory organizations. Such collateral consequences include, but are not limited to, a
19 statutory disqualification with respect to membership or participation in, or association with a
20 member of, a self-regulatory organization. This statutory disqualification has consequences that
21 are separate from any sanction imposed in an administrative proceeding. In addition, in any
22 disciplinary proceeding before the Commission based on the entry of the injunction in this
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1 action, Defendant understands that it shall not be permitted to contest the factual allegations of
2 the complaint in this action.

3 12. Defendant understands and agrees to comply with the terms of 17 C.F.R.
4 § 202.5(e), which provides in part that it is the Commission's policy "not to permit a defendant
5 or respondent to consent to a judgment or order that imposes a sanction while denying the
6 allegations in the complaint or order for proceedings," and "a refusal to admit the allegations is
7 equivalent to a denial, unless the defendant or respondent states that he neither admits nor denies
8 the allegations." As part of Defendant's agreement to comply with the terms of Section 202.5(e),
9 Defendant: (i) will not take any action or make or permit to be made any public statement
10 denying, directly or indirectly, any allegation in the complaint or creating the impression that the
11 complaint is without factual basis; (ii) will not make or permit to be made any public statement
12 to the effect that Defendant does not admit the allegations of the complaint, or that this Consent
13 contains no admission of the allegations, without also stating that Defendant does not deny the
14 allegations; and (iii) upon the filing of this Consent, Defendant hereby withdraws any papers
15 filed in this action to the extent that they deny any allegation in the complaint. If Defendant
16 breaches this agreement, the Commission may petition the Court to vacate the Final Judgment
17 and restore this action to its active docket. Nothing in this paragraph affects Defendant's: (i)
18 testimonial obligations; or (ii) right to take legal or factual positions in litigation or other legal
19 proceedings in which the Commission is not a party.

22 13. Defendant hereby waives any rights under the Equal Access to Justice Act, the
23 Small Business Regulatory Enforcement Fairness Act of 1996, or any other provision of law to
24 seek from the United States, or any agency, or any official of the United States acting in his or
25 her official capacity, directly or indirectly, reimbursement of attorney's fees or other fees,
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1 expenses, or costs expended by Defendant to defend against this action. For these purposes,
 2 Defendant agrees that Defendant is not the prevailing party in this action since the parties have
 3 reached a good faith settlement.

4 14. Defendant agrees to waive all objections, including but not limited to,
 5 constitutional, timeliness, and procedural objections, to the administrative proceeding that will be
 6 instituted when the judgment is entered.

7 15. Defendant agrees that the Commission may present the Final Judgment to the
 8 Court for signature and entry without further notice.

9 16. Defendant agrees that this Court shall retain jurisdiction over this matter for the
 10 purpose of enforcing the terms of the Final Judgment.

11 Dated: 19/06/25

12 [Signature]
 13 JL Real Estate Development Corporation

14 By: [Signature]
 15 Lixin Azarmehr
 16 Chief Executive Officer
 17 JL Real Estate Development Corporation

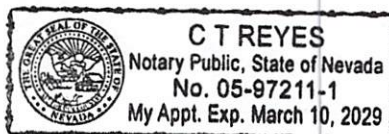
18 State of Nevada)
 19) ss
 20 County of Clark)

21 On JUNE 19, 2025, Lixin Azarmehr, a person known to me, personally appeared
 22 before me and acknowledged executing the foregoing Consent with full authority to do so on
 23 behalf of JL Real Estate Development Corporation as its Chief Executive Officer.

24 [Signature]
 25 Notary Public
 26 Commission expires: 3/10/2029

27 Approved as to form:

28 [Signature]
 Mark S. Dzarneski
 Clark Hill PLLC
 1700 S. Pavilion Center Drive, Suite 500
 Las Vegas, NV 89135
 Attorney for Defendant



**JL REAL ESTATE DEVELOPMENT CORPORATION CERTIFICATE OF
CORPORATE RESOLUTION**

I, LIXIN AZARMEHR, do hereby certify that I am the duly qualified and acting Chief Executive Officer of JL REAL ESTATE DEVELOPMENT CORPORATION, a California corporation, and that the following is a complete and accurate copy of a resolution adopted by JL REAL ESTATE DEVELOPMENT CORPORATION:

RESOLVED: That LIXIN AZARMEHR, be and hereby is authorized to act on behalf of JL REAL ESTATE DEVELOPMENT CORPORATION, and in her sole discretion, to negotiate, approve, and make the offer of settlement of JL REAL ESTATE DEVELOPMENT CORPORATION, attached hereto, to the United States Securities and Exchange Commission ("Commission") in connection with the investigation conducted by the Commission; in this connection, the aforementioned Officer be and hereby is authorized to undertake such actions as she may deem necessary and advisable, including the execution of such documentation as may be required by the Commission, in order to carry out the foregoing.

I further certify that the aforesaid resolution has not been amended or revoked in any respect and remains in full force and effect.

IN WITNESS WHEREOF, I have executed this Certificate as a sealed instrument this 19 day of 06, 2025.

By:



LIXIN AZARMEHR, Chief Executive Officer

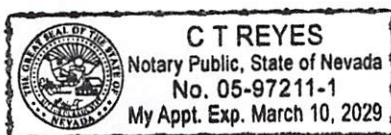
NOTARY

State of Nevada)
) ss
County of Clark)

On JUNE 19, 2025, Lixin Azarmehr, in her capacity as Chief Executive Officer of JL REAL ESTATE DEVELOPMENT CORPORATION, a person known to me, personally appeared before me and acknowledged executing the foregoing Consent.

Notary Public

Commission expires: 3/10/2029



UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

SECURITIES AND EXCHANGE
COMMISSION

Plaintiff,

vs.

LIXIN AZARMEHR, JL REAL ESTATE
DEVELOPMENT CORPORATION,
NEVADA SKILLED NURSING LENDER,
LLC, and NEVADA SKILLED NURSING
DEVELOPMENT, LLC,

Defendants.

CASE NO. 2:24-CV-00707-JCM-MDC

**CONSENT OF DEFENDANT
NEVADA SKILLED NURSING
LENDER, LLC**

1. Defendant Nevada Skilled Nursing Lender, LLC (“Defendant”) acknowledges service of the summons and the complaint in this action, enters a general appearance, and admits the Court’s jurisdiction over Defendant and over the subject matter of this action.

2. Without admitting or denying the allegations of the complaint (except as provided herein in paragraph 12 and except as to personal and subject matter jurisdiction, which Defendant admits), Defendant hereby consents to the entry of the final judgment in the form attached hereto (the “Final Judgment”) and incorporated by reference herein, which, among other things:

- (a) permanently restrains and enjoins Defendant from violations of Section 10(b) of the Securities Exchange Act of 1934 (“Exchange Act”) [15 U.S.C. § 78j(b)] and Rule 10b-5 thereunder [17 C.F.R. § 240.10b-5] and Section 17(a) of the Securities Act of 1933 (“Securities Act”) [15 U.S.C. § 77q(a)]; and

(b) further restrains and enjoins Defendant for a period of 10 years, from participating in the offer or sale of any security which constitutes, or is promoted as constituting, a qualifying investment in a “commercial enterprise” under the United States Government EB-5 visa program administered by the U.S. Citizenship and Immigration Service.

3. Defendant waives the entry of findings of fact and conclusions of law pursuant to Rule 52 of the Federal Rules of Civil Procedure.

4. Defendant waives the right, if any, to a jury trial and to appeal from the entry of the Final Judgment.

5. Defendant enters into this Consent voluntarily and represents that no threats, offers, promises, or inducements of any kind have been made by the Commission or any member, officer, employee, agent, or representative of the Commission to induce Defendant to enter into this Consent.

6. Defendant agrees that this Consent shall be incorporated into the Final Judgment with the same force and effect as if fully set forth therein.

7. Defendant will not oppose the enforcement of the Final Judgment on the ground, if any exists, that it fails to comply with Rule 65(d) of the Federal Rules of Civil Procedure, and hereby waives any objection based thereon.

8. Defendant waives service of the Final Judgment and agrees that entry of the Final Judgment by the Court and filing with the Clerk of the Court will constitute notice to Defendant of its terms and conditions. Defendant further agrees to provide counsel for the Commission, within thirty days after the Final Judgment is filed with the Clerk of the Court, with an affidavit or declaration stating that Defendant has received and read a copy of the Final Judgment.

9. Consistent with 17 C.F.R. 202.5(f), this Consent resolves only the claims asserted against Defendant in this civil proceeding. Defendant acknowledges that no promise or representation has been made by the Commission or any member, officer, employee, agent, or representative of the Commission with regard to any criminal liability that may have arisen or may arise from the facts underlying this action or immunity from any such criminal liability. Defendant waives any claim of Double Jeopardy based upon the settlement of this proceeding, including the imposition of any remedy or civil penalty herein. Defendant further acknowledges that the Court's entry of a permanent injunction may have collateral consequences under federal or state law and the rules and regulations of self-regulatory organizations, licensing boards, and other regulatory organizations. Such collateral consequences include, but are not limited to, a statutory disqualification with respect to membership or participation in, or association with a member of, a self-regulatory organization. This statutory disqualification has consequences that are separate from any sanction imposed in an administrative proceeding. In addition, in any disciplinary proceeding before the Commission based on the entry of the injunction in this action, Defendant understands that it shall not be permitted to contest the factual allegations of the complaint in this action.

10. Defendant understands and agrees to comply with the terms of 17 C.F.R. § 202.5(e), which provides in part that it is the Commission's policy "not to permit a defendant or respondent to consent to a judgment or order that imposes a sanction while denying the allegations in the complaint or order for proceedings," and "a refusal to admit the allegations is equivalent to a denial, unless the defendant or respondent states that he neither admits nor denies the allegations." As part of Defendant's agreement to comply with the terms of Section 202.5(e), Defendant: (i) will not take any action or make or permit to be made any public statement

1 denying, directly or indirectly, any allegation in the complaint or creating the impression that the
2 complaint is without factual basis; (ii) will not make or permit to be made any public statement
3 to the effect that Defendant does not admit the allegations of the complaint, or that this Consent
4 contains no admission of the allegations, without also stating that Defendant does not deny the
5 allegations; and (iii) upon the filing of this Consent, Defendant hereby withdraws any papers
6 filed in this action to the extent that they deny any allegation in the complaint. If Defendant
7 breaches this agreement, the Commission may petition the Court to vacate the Final Judgment
8 and restore this action to its active docket. Nothing in this paragraph affects Defendant's: (i)
9 testimonial obligations; or (ii) right to take legal or factual positions in litigation or other legal
10 proceedings in which the Commission is not a party.
11

12 11. Defendant hereby waives any rights under the Equal Access to Justice Act, the
13 Small Business Regulatory Enforcement Fairness Act of 1996, or any other provision of law to
14 seek from the United States, or any agency, or any official of the United States acting in his or
15 her official capacity, directly or indirectly, reimbursement of attorney's fees or other fees,
16 expenses, or costs expended by Defendant to defend against this action. For these purposes,
17 Defendant agrees that Defendant is not the prevailing party in this action since the parties have
18 reached a good faith settlement.
19

20 12. Defendant agrees to waive all objections, including but not limited to,
21 constitutional, timeliness, and procedural objections, to the administrative proceeding that will be
22 instituted when the judgment is entered.
23

24 13. Defendant agrees that the Commission may present the Final Judgment to the
25 Court for signature and entry without further notice.
26
27
28

14. Defendant agrees that this Court shall retain jurisdiction over this matter for the purpose of enforcing the terms of the Final Judgment.

Dated: 19/06/25.

[Signature]
Nevada Skilled Nursing Lender, LLC

By: [Signature]
Lixin Azarmehr
Manager
Nevada Skilled Nursing Lender, LLC

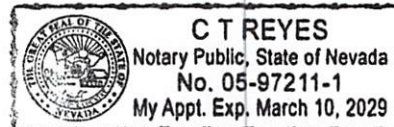
State of Nevada)
) ss
County of Clark)

On JUNE 19, 2025, Lixin Azarmehr, a person known to me, personally appeared before me and acknowledged executing the foregoing Consent with full authority to do so on behalf of Nevada Skilled Nursing Lender, LLC as its Manager.

[Signature]
Notary Public
Commission expires: 3/10/2029

Approved as to form:

[Signature]
Mark S. Dzarnoski
Clark Hill PLLC
1700 S. Pavilion Center Drive, Suite 500
Las Vegas, NV 89135
Attorney for Defendant



**NEVADA SKILLED NURSING LENDER, LLC CERTIFICATE OF CORPORATE
RESOLUTION**

I, LIXIN AZARMEHR, do hereby certify that I am the duly qualified and acting Manager of NEVADA SKILLED NURSING LENDER, LLC, a Nevada limited liability company, and that the following is a complete and accurate copy of a resolution adopted by NEVADA SKILLED NURSING LENDER, LLC:

RESOLVED: That LIXIN AZARMEHR, be and hereby is authorized to act on behalf of NEVADA SKILLED NURSING LENDER, LLC, and in her sole discretion, to negotiate, approve, and make the offer of settlement of NEVADA SKILLED NURSING LENDER, LLC, attached hereto, to the United States Securities and Exchange Commission ("Commission") in connection with the investigation conducted by the Commission; in this connection, the aforementioned Officer be and hereby is authorized to undertake such actions as she may deem necessary and advisable, including the execution of such documentation as may be required by the Commission, in order to carry out the foregoing.

I further certify that the aforesaid resolution has not been amended or revoked in any respect and remains in full force and effect.

IN WITNESS WHEREOF, I have executed this Certificate as a sealed instrument this 19 day of 06, 2025.

By: _____

LIXIN AZARMEHR, Manager

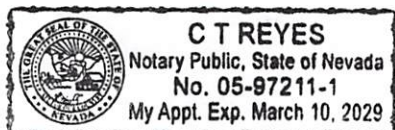
NOTARY

State of Nevada)
) ss
County of Clark)

On JUNE 19, 2025, Lixin Azarmehr, in her capacity as Manager of NEVADA SKILLED NURSING LENDER, LLC, a person known to me, personally appeared before me and acknowledged executing the foregoing Consent.

Notary Public

Commission expires: 3/10/2029



UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

SECURITIES AND EXCHANGE
COMMISSION

Plaintiff,

vs.

LIXIN AZARMEHR, JL REAL ESTATE
DEVELOPMENT CORPORATION,
NEVADA SKILLED NURSING LENDER,
LLC, and NEVADA SKILLED NURSING
DEVELOPMENT, LLC,

Defendants.

CASE NO. 2:24-CV-00707-JCM-MDC

**CONSENT OF DEFENDANT
NEVADA SKILLED NURSING
DEVELOPMENT, LLC**

1. Defendant Nevada Skilled Nursing Development, LLC ("Defendant") acknowledges service of the summons and the complaint in this action, enters a general appearance, and admits the Court's jurisdiction over Defendant and over the subject matter of this action.

2. Without admitting or denying the allegations of the complaint (except as provided herein in paragraph 12 and except as to personal and subject matter jurisdiction, which Defendant admits), Defendant hereby consents to the entry of the final judgment in the form attached hereto (the "Final Judgment") and incorporated by reference herein, which, among other things:

- (a) permanently restrains and enjoins Defendant from violations of Section 10(b) of the Securities Exchange Act of 1934 ("Exchange Act") [15 U.S.C. § 78j(b)] and Rule 10b-5 thereunder [17 C.F.R. § 240.10b-5] and

Section 17(a) of the Securities Act of 1933 (“Securities Act”) [15 U.S.C. § 77q(a)]; and

(b) further restrains and enjoins Defendant for a period of 10 years, from participating in the offer or sale of any security which constitutes, or is promoted as constituting, a qualifying investment in a “commercial enterprise” under the United States Government EB-5 visa program administered by the U.S. Citizenship and Immigration Service.

3. Defendant waives the entry of findings of fact and conclusions of law pursuant to Rule 52 of the Federal Rules of Civil Procedure.

4. Defendant waives the right, if any, to a jury trial and to appeal from the entry of the Final Judgment.

5. Defendant enters into this Consent voluntarily and represents that no threats, offers, promises, or inducements of any kind have been made by the Commission or any member, officer, employee, agent, or representative of the Commission to induce Defendant to enter into this Consent.

6. Defendant agrees that this Consent shall be incorporated into the Final Judgment with the same force and effect as if fully set forth therein.

7. Defendant will not oppose the enforcement of the Final Judgment on the ground, if any exists, that it fails to comply with Rule 65(d) of the Federal Rules of Civil Procedure, and hereby waives any objection based thereon.

8. Defendant waives service of the Final Judgment and agrees that entry of the Final Judgment by the Court and filing with the Clerk of the Court will constitute notice to Defendant of its terms and conditions. Defendant further agrees to provide counsel for the Commission,

1 within thirty days after the Final Judgment is filed with the Clerk of the Court, with an affidavit
2 or declaration stating that Defendant has received and read a copy of the Final Judgment.

3 9. Consistent with 17 C.F.R. 202.5(f), this Consent resolves only the claims asserted
4 against Defendant in this civil proceeding. Defendant acknowledges that no promise or
5 representation has been made by the Commission or any member, officer, employee, agent, or
6 representative of the Commission with regard to any criminal liability that may have arisen or
7 may arise from the facts underlying this action or immunity from any such criminal liability.
8 Defendant waives any claim of Double Jeopardy based upon the settlement of this proceeding,
9 including the imposition of any remedy or civil penalty herein. Defendant further acknowledges
10 that the Court's entry of a permanent injunction may have collateral consequences under federal
11 or state law and the rules and regulations of self-regulatory organizations, licensing boards, and
12 other regulatory organizations. Such collateral consequences include, but are not limited to, a
13 statutory disqualification with respect to membership or participation in, or association with a
14 member of, a self-regulatory organization. This statutory disqualification has consequences that
15 are separate from any sanction imposed in an administrative proceeding. In addition, in any
16 disciplinary proceeding before the Commission based on the entry of the injunction in this
17 action, Defendant understands that it shall not be permitted to contest the factual allegations of
18 the complaint in this action.

21 10. Defendant understands and agrees to comply with the terms of 17 C.F.R.
22 § 202.5(e), which provides in part that it is the Commission's policy "not to permit a defendant
23 or respondent to consent to a judgment or order that imposes a sanction while denying the
24 allegations in the complaint or order for proceedings," and "a refusal to admit the allegations is
25 equivalent to a denial, unless the defendant or respondent states that he neither admits nor denies
26
27
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1 the allegations.” As part of Defendant’s agreement to comply with the terms of Section 202.5(e),
2 Defendant: (i) will not take any action or make or permit to be made any public statement
3 denying, directly or indirectly, any allegation in the complaint or creating the impression that the
4 complaint is without factual basis; (ii) will not make or permit to be made any public statement
5 to the effect that Defendant does not admit the allegations of the complaint, or that this Consent
6 contains no admission of the allegations, without also stating that Defendant does not deny the
7 allegations; and (iii) upon the filing of this Consent, Defendant hereby withdraws any papers
8 filed in this action to the extent that they deny any allegation in the complaint. If Defendant
9 breaches this agreement, the Commission may petition the Court to vacate the Final Judgment
10 and restore this action to its active docket. Nothing in this paragraph affects Defendant’s: (i)
11 testimonial obligations; or (ii) right to take legal or factual positions in litigation or other legal
12 proceedings in which the Commission is not a party.
13

14 11. Defendant hereby waives any rights under the Equal Access to Justice Act, the
15 Small Business Regulatory Enforcement Fairness Act of 1996, or any other provision of law to
16 seek from the United States, or any agency, or any official of the United States acting in his or
17 her official capacity, directly or indirectly, reimbursement of attorney’s fees or other fees,
18 expenses, or costs expended by Defendant to defend against this action. For these purposes,
19 Defendant agrees that Defendant is not the prevailing party in this action since the parties have
20 reached a good faith settlement.
21

22 12. Defendant agrees to waive all objections, including but not limited to,
23 constitutional, timeliness, and procedural objections, to the administrative proceeding that will be
24 instituted when the judgment is entered.
25
26
27
28

13. Defendant agrees that the Commission may present the Final Judgment to the Court for signature and entry without further notice.

14. Defendant agrees that this Court shall retain jurisdiction over this matter for the purpose of enforcing the terms of the Final Judgment.

Dated: 19/06/25

[Signature]
Nevada Skilled Nursing Development, LLC

By: [Signature]
Lixin Azarmehr
Manager
Nevada Skilled Nursing Development, LLC

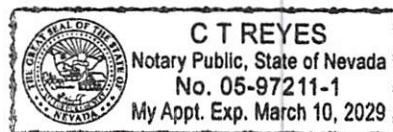
State of Nevada)
) ss
County of Clark)

On JUNE 19, 2025, Lixin Azarmehr, a person known to me, personally appeared before me and acknowledged executing the foregoing Consent with full authority to do so on behalf of Nevada Skilled Nursing Development, LLC as its Manager.

[Signature]
Notary Public
Commission expires: 3/10/2029

Approved as to form:

[Signature]
Mark S. Dzarnoski
Clark Hill PLLC
1700 S. Pavilion Center Drive, Suite 500
Las Vegas, NV 89135
Attorney for Defendant



**NEVADA SKILLED NURSING DEVELOPMENT, LLC CERTIFICATE OF
CORPORATE RESOLUTION**

I, LIXIN AZARMEHR, do hereby certify that I am the duly qualified and acting Manager of NEVADA SKILLED NURSING DEVELOPMENT, LLC, a Nevada limited liability company, and that the following is a complete and accurate copy of a resolution adopted by NEVADA SKILLED NURSING DEVELOPMENT, LLC:

RESOLVED: That LIXIN AZARMEHR, be and hereby is authorized to act on behalf of NEVADA SKILLED NURSING DEVELOPMENT, LLC, and in her sole discretion, to negotiate, approve, and make the offer of settlement of NEVADA SKILLED NURSING DEVELOPMENT, LLC, attached hereto, to the United States Securities and Exchange Commission ("Commission") in connection with the investigation conducted by the Commission; in this connection, the aforementioned Officer be and hereby is authorized to undertake such actions as she may deem necessary and advisable, including the execution of such documentation as may be required by the Commission, in order to carry out the foregoing.

I further certify that the aforesaid resolution has not been amended or revoked in any respect and remains in full force and effect.

IN WITNESS WHEREOF, I have executed this Certificate as a sealed instrument this 19 day of 06, 2025.

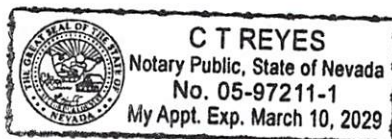
By: _____

LIXIN AZARMEHR, Manager

NOTARY

State of Nevada)
) ss
County of Clark)

On JUNE 19, 2025, Lixin Azarmehr, in her capacity as Manager of NEVADA SKILLED NURSING DEVELOPMENT, LLC, a person known to me, personally appeared before me and acknowledged executing the foregoing Consent.



Notary Public

Commission expires: 3/10/2029

UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

SECURITIES AND EXCHANGE
COMMISSION

CASE NO. 2:24-CV-00707-JCM-MDC

Plaintiff,

vs.

LIXIN AZARMEHR, JL REAL ESTATE
DEVELOPMENT CORPORATION,
NEVADA SKILLED NURSING LENDER,
LLC, and NEVADA SKILLED NURSING
DEVELOPMENT, LLC,

Defendants.

**FINAL JUDGMENT AGAINST DEFENDANTS LIXIN AZARMEHR,
JL REAL ESTATE DEVELOPMENT CORPORATION, NEVADA SKILLED NURSING
LENDER, LLC, AND NEVADA SKILLED NURSING DEVELOPMENT, LLC**

The Securities and Exchange Commission having filed a Complaint and Defendants Lixin Azarmehr (“Azarmehr”), JL Real Estate Development Corporation (“JL REDC”), Nevada Skilled Nursing Lender, LLC (“Lender”), and Nevada Skilled Nursing Development, LLC (“Development”) (collectively, the “Defendants”) having entered a general appearance; consented to the Court’s jurisdiction over Defendants and the subject matter of this action; consented to entry of this Final Judgment without admitting or denying the allegations of the Complaint (except as to jurisdiction and except as otherwise provided herein); waived findings of fact and conclusions of law; and waived any right to appeal from this Final Judgment:

I.

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that the Defendants are permanently restrained and enjoined from violating, directly or indirectly, Section 10(b) of the

1 Securities Exchange Act of 1934 (the “Exchange Act”) [15 U.S.C. § 78j(b)] and Rule 10b-5
2 promulgated thereunder [17 C.F.R. § 240.10b-5], by using any means or instrumentality of
3 interstate commerce, or of the mails, or of any facility of any national securities exchange, in
4 connection with the purchase or sale of any security:

- 5 (a) to employ any device, scheme, or artifice to defraud;
6 (b) to make any untrue statement of a material fact or to omit to state a material fact
7 necessary in order to make the statements made, in the light of the circumstances
8 under which they were made, not misleading; or
9 (c) to engage in any act, practice, or course of business which operates or would
10 operate as a fraud or deceit upon any person.
11

12 by, directly or indirectly, (i) creating a false appearance or otherwise deceiving any person, or (ii)
13 disseminating false or misleading documents, materials, or information or making, either orally
14 or in writing, any false or misleading statement in any communication with any investor or
15 prospective investor, about:
16

- 17 (a) any investment in or offering of securities;
18 (b) the use of investor funds; or
19 (c) the misappropriation of investor funds or investment proceeds.

20 IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that, as provided in
21 Federal Rule of Civil Procedure 65(d)(2), the foregoing paragraph also binds the following who
22 receive actual notice of this Final Judgment by personal service or otherwise: (a) Defendants’
23 officers, agents, servants, employees, and attorneys; and (b) other persons in active concert or
24 participation with the Defendants or with anyone described in (a).
25

26 II.
27
28

1 IT IS HEREBY FURTHER ORDERED, ADJUDGED, AND DECREED that the
2 Defendants are permanently restrained and enjoined from violating Section 17(a) of the
3 Securities Act of 1933 (the “Securities Act”) [15 U.S.C. § 77q(a)] in the offer or sale of any
4 security by the use of any means or instruments of transportation or communication in interstate
5 commerce or by use of the mails, directly or indirectly:

- 6 (a) to employ any device, scheme, or artifice to defraud;
7
8 (b) to obtain money or property by means of any untrue statement of a material fact
9 or any omission of a material fact necessary in order to make the statements
10 made, in light of the circumstances under which they were made, not misleading;
11 or
12 (c) to engage in any transaction, practice, or course of business which operates or
13 would operate as a fraud or deceit upon the purchaser.

14 by, directly or indirectly, (i) creating a false appearance or otherwise deceiving any person, or (ii)
15 disseminating false or misleading documents, materials, or information or making, either orally
16 or in writing, any false or misleading statement in any communication with any investor or
17 prospective investor, about:

- 18
19 (a) any investment in or offering of securities;
20 (b) the use of investor funds; or
21 (c) the misappropriation of investor funds or investment proceeds.

22 IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that, as provided in
23 Federal Rule of Civil Procedure 65(d)(2), the foregoing paragraph also binds the following who
24 receive actual notice of this Final Judgment by personal service or otherwise: (a) Defendants’
25
26
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1 officers, agents, servants, employees, and attorneys; and (b) other persons in active concert or
2 participation with the Defendants or with anyone described in (a).

3 III.

4 IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that pursuant to Section
5 21(d)(5) of the Exchange Act [15 U.S.C. § 78u(d)(5)], the Defendants are further restrained and
6 enjoined, for a period of 10 years, from participating in the offer or sale of any security which
7 constitutes, or is promoted as constituting, a qualifying investment in a “commercial enterprise”
8 under the United States Government EB-5 visa program administered by the U.S. Citizenship
9 and Immigration Service.
10

11 IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that, as provided in
12 Federal Rule of Civil Procedure 65(d)(2), the foregoing paragraph also binds the following who
13 receive actual notice of this Final Judgment by personal service or otherwise: (a) Defendants’
14 officers, agents, servants, employees, and attorneys; and (b) other persons in active concert or
15 participation with the Defendants or with anyone described in (a).
16

17 IV.

18 IT IS HEREBY FURTHER ORDERED, ADJUDGED, AND DECREED that Defendant
19 JL Real Estate Development Corporation is liable for disgorgement of \$500,000.00, representing
20 net profits gained as a result of the conduct alleged in the Complaint, together with prejudgment
21 interest thereon in the amount of \$200,000.00, and a civil penalty pursuant to Section 21(d)(3) of
22 the Exchange Act [15 U.S.C. § 78u(d)(3)] in the amount of \$500,000.00. Defendant Lixin
23 Azarmehr is separately liable for a penalty of \$75,000 pursuant to Section 21(d)(3) of the
24 Exchange Act [15 U.S.C. § 78u(d)(3)]. Defendants JL REDC and Azarmehr shall satisfy their
25 respective obligations by paying a total of \$1,200,000.00 (JL REDC) and \$75,000.00 (Azarmehr)
26
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1 to the Securities and Exchange Commission within 30 days after the entry of this Final
2 Judgment.

3 Defendants JL REDC and Azarmehr may transmit payment electronically to the
4 Commission, which will provide detailed ACH transfer/Fedwire instructions upon request.
5 Payment may also be made directly from a bank account via Pay.gov through the SEC website at
6 <http://www.sec.gov/about/offices/ofm.htm>. Defendants JL REDC and Azarmehr may also pay
7 by certified check, bank cashier's check, or United States postal money order payable to the
8 Securities and Exchange Commission, which shall be delivered or mailed to
9

10 Enterprise Services Center
11 Accounts Receivable Branch
12 6500 South MacArthur Boulevard
13 Oklahoma City, OK 73169

14 and shall be accompanied by a letter identifying the case title, civil action number, and name of
15 this Court; JL Real Estate Development Corporation and Lixin Azarmehr, respectively, as
16 Defendants in this action; and specifying that payment is made pursuant to this Final Judgment.

17 Defendants JL REDC and Azarmehr shall simultaneously transmit photocopies of
18 evidence of payment and case identifying information to the Commission's counsel in this
19 action. By making this payment, Defendants JL REDC and Azarmehr relinquishes all legal and
20 equitable right, title, and interest in such funds and no part of the funds shall be returned to
21 Defendants JL REDC and Azarmehr.

22 The Commission may enforce the Court's judgment for disgorgement and prejudgment
23 interest by using all collection procedures authorized by law, including, but not limited to,
24 moving for civil contempt at any time after 30 days following entry of this Final Judgment.

25 The Commission may enforce the Court's judgment for penalties by the use of all
26 collection procedures authorized by law, including the Federal Debt Collection Procedures Act,
27
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1 28 U.S.C. § 3001 *et seq.*, and moving for civil contempt for the violation of any Court orders
2 issued in this action. Defendants JL REDC and Azarmehr shall pay post judgment interest on
3 any amounts due after 30 days of the entry of this Final Judgment pursuant to 28 U.S.C. § 1961.

4 The Commission shall hold the funds, together with any interest and income earned thereon
5 (collectively, the “Fund”), pending further order of the Court.

6 The Commission may propose a plan to distribute the Fund subject to the Court’s
7 approval. Such a plan may provide that the Fund shall be distributed pursuant to the Fair Fund
8 provisions of Section 308(a) of the Sarbanes-Oxley Act of 2002. The Court shall retain
9 jurisdiction over the administration of any distribution of the Fund and the Fund may only be
10 disbursed pursuant to an Order of the Court.

12 Regardless of whether any such Fair Fund distribution is made, amounts ordered to be
13 paid as civil penalties pursuant to this Judgment shall be treated as penalties paid to the
14 government for all purposes, including all tax purposes. To preserve the deterrent effect of the
15 civil penalty, Defendants shall not, after offset or reduction of any award of compensatory
16 damages in any Related Investor Action based on Defendants’ payment of disgorgement in this
17 action, argue that it is entitled to, nor shall it further benefit by, offset or reduction of such
18 compensatory damages award by the amount of any part of Defendants JL REDC and
19 Azarmehr’s payment of a civil penalty in this action (“Penalty Offset”). If the court in any
20 Related Investor Action grants such a Penalty Offset, Defendants shall, within 30 days after entry
21 of a final order granting the Penalty Offset, notify the Commission’s counsel in this action and
22 pay the amount of the Penalty Offset to the United States Treasury or to a Fair Fund, as the
23 Commission directs. Such a payment shall not be deemed an additional civil penalty and shall
24 not be deemed to change the amount of the civil penalty imposed in this Judgment. For purposes
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1 of this paragraph, a “Related Investor Action” means a private damages action brought against
2 Defendants by or on behalf of one or more investors based on substantially the same facts as
3 alleged in the Complaint in this action.

4 V.

5 IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that, solely for purposes of
6 exceptions to discharge set forth in Section 523 of the Bankruptcy Code, 11 U.S.C. §523, the
7 allegations in the complaint are true and admitted by Defendant Azarmehr, and further, any debt
8 for disgorgement, prejudgment interest, civil penalty or other amounts due by Defendant
9 Azarmehr under this Final Judgment or any other judgment, order, consent order, decree or
10 settlement agreement entered in connection with this proceeding, is a debt for the violation by
11 Defendant Azarmehr of the federal securities laws or any regulation or order issued under such
12 laws, as set forth in Section 523(a)(19) of the Bankruptcy Code, 11 U.S.C. §523(a)(19).
13

14 VI.

15 IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that this Court shall retain
16 jurisdiction of this matter for the purposes of enforcing the terms of this Final Judgment.
17

18 VII.

19 There being no just reason for delay, pursuant to Rule 54(b) of the Federal Rules of Civil
20 Procedure, the Clerk is ordered to enter this Final Judgment forthwith and without further notice.
21

22 Dated: September 24, 2025.

23 
24 UNITED STATES DISTRICT JUDGE
25
26
27
28