

SMILEY WANG-EKVALL, LLP  
3200 Park Center Drive, Suite 250  
Costa Mesa, California 92626  
Tel 714 445-1000 • Fax 714 445-1002

**SMILEY WANG-EKVALL, LLP**

Kyra E. Andrassy, State Bar No. 207959

*kandrassy@swelawfirm.com*

Michael L. Simon, State Bar No. 300822

*msimon@swelawfirm.com*

3200 Park Center Drive, Suite 250

Costa Mesa, California 92626

Telephone: 714 445-1000

Facsimile: 714 445-1002

Attorneys for Jeffrey E. Brandlin,  
Receiver

**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

SECURITIES AND EXCHANGE  
COMMISSION,

Plaintiff,

v.

RICHARD VU NGUYEN, A/K/A  
NGUYEN THANH VU, AND NTV  
FINANCIAL GROUP, INC.,

Defendants,

and

MAI DO,

Relief Defendant.

Case No. 8:19-cv-01174-SVW-KES

**MEMORANDUM OF POINTS AND  
AUTHORITIES IN SUPPORT OF  
MOTION FOR ORDER  
AUTHORIZING THE RECEIVER  
TO:**

(1) **MARKET THE PROPERTIES  
LOCATED AT (A) 2101 N.  
WESTWOOD AVE., SANTA  
ANA, CA 92706, AND (B)  
2506 MONTE CARLO DRIVE  
#3, SANTA ANA, CA 92706,  
FOR SALE;**

(2) **ESTABLISH SALE  
PROCEDURES; AND**

(3) **ENGAGE BROKER;**

**AND DECLARATIONS OF J.  
BRANDLIN AND P. SEYMOUR IN  
SUPPORT**

[Notice of Motion and Motion  
submitted concurrently herewith]

DATE: March 16, 2020  
TIME: 1:30 p.m.  
CTRM: 10A

350 W. 1<sup>st</sup> Street  
Los Angeles, CA 90012  
JUDGE: Hon. Stephen V. Wilson

**TO THE HONORABLE STEPHEN V. WILSON, UNITED STATES  
DISTRICT JUDGE, AND THE PARTIES AND THEIR COUNSEL OF  
RECORD:**

Jeffrey E. Brandlin, in his capacity as the receiver (the "Receiver") of NTV Financial Group, Inc. ("NTV Financial"), bank accounts held by or for the benefit of defendant Richard Nguyen and relief defendant Mai Do, and property acquired in whole or in part with investor funds (collectively, the "Receivership Entity"), submits this *Motion for Order Authorizing the Receiver to (1) Market the Properties Located at (A) 2101 N. Westwood Ave., Santa Ana, CA 92706, and (B) 2506 Monte Carlo Drive #3, Santa Ana, CA 92706 for Sale; (2) Establish Sale Procedures; and (3) Engage Broker* (the "Motion"). In support of the Motion, the Receiver submits the following memorandum of points and authorities, and the declarations of Jeffrey E. Brandlin and Phil Seymour, and respectfully represents as follows:

**I. INTRODUCTION**

The court previously ordered that the properties located at 2101 N. Westwood Ave., Santa Ana, CA 92706 (the "North Westwood Ave. Property") and 2506 Monte Carlo Drive #3, Santa Ana, CA 92706 (the "Monte Carlo Drive Property" and collectively with the North Westwood Ave. Property, the "Properties") are part of the receivership estate. Because there appears to be sufficient equity in the Properties to justify their administration, the Receiver believes that retaining a broker and marketing the Properties for sale is in the best interest of the estate of the Receivership

1 Entity (the "Receivership Estate"), and requests authority to proceed  
2 accordingly.

3  
4 **II. BACKGROUND**

5 **A. The Receiver's Appointment**

6 On June 24, 2019, the Receiver was appointed temporary receiver for  
7 the Receivership Entity, with full powers of an equity receiver, including, but  
8 not limited to, full power over all assets and property belonging to, being  
9 managed by or in the possession or control of the Receivership Entity, and  
10 was immediately authorized, empowered and directed to take certain actions  
11 as set forth in the temporary restraining order and related orders. (See  
12 Docket Nos. 14 and 21.) On July 2, 2019, the Court entered the preliminary  
13 injunction and related orders [Docket No. 21] ("PI Order"), which, among  
14 other things, made the Receiver's appointment permanent. The PI Order  
15 was subsequently amended by orders entered on August 9, 2019 [Docket  
16 No. 54], August 15, 2019 [Docket No. 58], and September 18, 2019 [Docket  
17 No. 71] (the "Amended PI Order"), all of which provided that the Receiver  
18 remain as permanent receiver.

19 Pursuant to the terms of the Amended PI Order, the Receiver remains  
20 as the permanent receiver of the Receivership Entity, "with full powers of an  
21 equity receiver, including, but not limited to, full power over all funds, assets,  
22 collateral . . . and other property belonging to, being managed by or in  
23 possession of or control of [the Receivership Entity]" (*Id.* at 8-9.) The  
24 Amended PI Order authorizes the Receiver to take possession of all real  
25 property of the Receivership Entity, wherever located, and to take such  
26 action as is necessary to preserve the assets of the Receivership Entity. (*Id.*  
27 at 9.)  
28

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As explained below, the Receiver believes, in his reasonable business judgment, that the marketing of the Properties for sale is reasonable and prudent, and will likely lead to the return of the highest value to the Receivership Estate and the investors. (Declaration of Jeffrey E. Brandlin in support of the Motion (the "Brandlin Decl.") ¶ 9.)

## **B. The Properties**

On October 4, 2019, the Receiver filed a motion for order in aid of the order appointing the receiver, which requested, *inter alia*, that the Properties be formally brought into the Receivership Estate because they were acquired with investor funds. (See Docket No. 80.) On November 4, 2019, the Court entered an order granting that motion and determining that the Properties are part of the Receivership Estate. (See Docket No. 91, attached hereto as Exhibit "1.")

### **1. The North Westwood Ave. Property**

The broker who the Receiver seeks to retain to market the North Westwood Ave. Property estimates that the property has a fair market value of \$1,229,000. (See Brandlin Decl. at ¶ 5.) The Receiver is informed that the North Westwood Ave. Property is encumbered by a deed of trust securing a note with an original principal balance of approximately \$735,000. (*Id.*) The Receiver is also informed that there are delinquent property taxes of \$4,711.60 against the property. (*Id.*) Assuming 8% costs of sale and a principal payoff of \$735,000, there is approximately \$391,000 in equity in the North Westwood Ave. Property.

### **2. The Monte Carlo Drive Property**

The broker who the Receiver seeks to retain to market the Monte Carlo Drive Property estimates that the property has a fair market value of \$389,000. (See Brandlin Decl. at ¶ 6.) The Receiver is informed that the

1 Monte Carlo Drive Property is encumbered by a deed of trust securing a  
 2 note with an original principal balance of approximately \$261,000. (*Id.*) The  
 3 Receiver is also informed that there are delinquent property taxes of  
 4 \$2,530.97 against the property. (*Id.*) Assuming 8% costs of sale, there is  
 5 approximately \$94,000 in equity in the Monte Carlo Drive Property.

### 6 **C. Proposed Sale Procedures and Broker Engagement**

7 The Receiver's proposed sale process contemplates working with a  
 8 real estate broker to locate a purchaser for each of the Properties and then  
 9 seeking the Court's approval of an auction in this Court pursuant to a further  
 10 noticed motion in accordance with 28 U.S.C. § 2001.<sup>1</sup> In doing so, the  
 11 Receiver will work with a broker to market and sell the Properties through  
 12 the use of customary marketing platforms for residential real property in  
 13 order to encourage overbids in accordance with 28 U.S.C. § 2001.

14 The Receiver proposes the engagement of Phil Seymour of Keller  
 15 Williams Studio City (the "Broker") to serve as his real estate broker to  
 16 market and sell both Properties. Attached as Exhibit "2" is the proposed  
 17 listing agreement with the Broker for the North Westwood Ave. Property.  
 18 Attached as Exhibit "3" is the proposed listing agreement with the Broker for  
 19 the Monte Carlo Drive Property. The Broker is a licensed real estate broker  
 20 in good standing in California and has extensive experience in marketing  
 21 and selling similar residential properties. (Brandlin Decl. at ¶ 7.)

22 Under both listing agreements, the Broker has agreed to reduce his  
 23 commission rate to 5% of the amount of the final purchase price. (*Id.*) In his  
 24 business judgment, the Receiver believes that this commission rate is  
 25 commercially reasonable, consistent with local customary rates, and the size

26  
 27 <sup>1</sup> 28 U.S.C. § 2001(a) provides, in pertinent part, that "[a]ny realty . . . sold under any  
 28 order or decree of any court of the United States shall be sold as a whole or in separate  
 parcels at a public sale at the courthouse . . . . Such sale shall be upon such terms and  
 conditions as the court directs."

1 of the transaction. (*Id.*) Under both listing agreements, if the Receiver  
 2 determines that abandonment of either of the Properties is in the best  
 3 interests of the Receivership Estate, the Receiver may terminate the  
 4 applicable listing agreement without penalty.

5 For each of the Properties, the Receiver and the Broker will engage  
 6 with prospective purchasers and once the Receiver has a signed purchase  
 7 and sale agreement, and the prospective purchaser has made any requisite  
 8 earnest money deposit, the Receiver will apply to the Court, on further  
 9 noticed motion, for approval of the sale of the applicable property and the  
 10 payment of the Broker's commission (the "Motion(s) for Approval of Sale").  
 11 Any sale will be on an "AS IS" basis without any representations or  
 12 warranties. Any sale will be subject to overbids and marketing will continue  
 13 until the proposed bid deadline.

14 For each of the Properties, the Receiver proposes the following bid  
 15 procedures to encourage bidding:

16 (a) **Qualified Bidders.** Once the Receiver has identified the opening  
 17 bidder, the Receiver will prepare the Motion for Approval of Sale. The  
 18 property will continue to be marketed and the opportunity to submit an  
 19 overbid will be published for four consecutive weeks and provided to all  
 20 parties in this action and all prospective purchasers. In order to be qualified  
 21 to bid at the auction, a bidder must become a qualified bidder ("Qualified  
 22 Bidder") by submitting the following documentation: (i) a fully executed non-  
 23 contingent purchase and sale agreement in a form substantially similar to  
 24 the agreement entered into with the stalking-horse bidder; (ii) evidence, in a  
 25 form reasonably acceptable to the Receiver, that the bidder has the present  
 26 ability to pay at least the minimum overbid amount, or minimum bid amount,  
 27 to be established by the Receiver; and (iii) an earnest money deposit (the  
 28

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"Overbid Deposit") by cashier's check payable to the Receiver equal to 10% of the minimum bid amount, although the Receiver may waive this requirement if he believes it is in the best interest of the estate. The Overbid Deposit will be non-refundable to the winning bidder if, for any reason, (a) the winning bidder fails to close the sale or (b) the winning bidder fails to fund the balance of the purchase price in a timely manner. The deadline to submit an overbid and become a Qualified Bidder is proposed to be ten (10) calendar days before the sale hearing. Any overbid must be sent to the Receiver's counsel (Kyra E. Andrassy, Esq., Smiley Wang-Ekvall, LLP, 3200 Park Center Drive, Suite 250, Costa Mesa, California 92626; email: kandrassy@swelawfirm.com; facsimile: 714-445-1002). The Receiver will file a report with the Court setting forth whether overbids have been received and if there is a need for an auction. If there are no overbids from Qualified Bidders, then the Receiver will seek Court confirmation of the sale to the stalking-horse bidder. Qualified Bidders shall appear at the sale hearing in person or through a duly authorized representative. If a Qualified Bidder appears, then the Receiver, through his counsel, will conduct an auction of the property.

(b) **Amount of the Initial Overbids.** For the North Westwood Ave. Property, the initial overbid shall be at least \$20,000 more than the purchase price proposed to be paid by the stalking horse bidder. Subsequent overbids for the North Westwood Ave. Property shall be in increments of \$5,000.

For the Monte Carlo Drive Property, the initial overbid shall be least \$10,000 more than the purchase price proposed to be paid by the stalking horse bidder. Subsequent overbids for the Monte Carlo Drive Property shall be in increments of \$2,000.



(c) **No Due Diligence or Inspection Contingencies.** The sale to any Qualified Bidder shall be subject to the same or substantially the same terms and conditions as the initial stalking-horse bid, but shall not be subject to any due diligence or inspection contingencies.

(d) **Back-Up Bidder.** If multiple qualified bids are submitted, at the Receiver's request and upon the non-winning bidder's option, the non-winning bidder may be declared the back-up bidder (the "Back-Up Bidder"). If the winning bidder is unable to timely complete the purchase of the property, then the Receiver shall be authorized to proceed with the sale of the property to the Back-Up Bidder without further notice, hearing, or order of the Court. If the Receiver intends to proceed with the sale to the Back-Up Bidder, then the Receiver shall provide the Back-Up Bidder with at least five (5) business days' written notice of the date set for the closing with respect to the bid from the Back-Up Bidder.

### III. ARGUMENT

#### A. This Court Has the Inherent Authority to Order the Disposition of Receivership Assets

"The power of a district court to impose a receivership or grant other forms of ancillary relief does not in the first instance depend on a statutory grant of power from the securities laws. Rather, the authority derives from the inherent power of a court of equity to fashion effective relief." *SEC v. Wencke*, 622 F.2d 1363, 1369 (9th Cir. 1980). The "primary purpose of equity receiverships is to promote orderly and efficient administration of the estate by the district court for the benefit of creditors." *SEC v. Hardy*, 803 F.2d 1034, 1038 (9th Cir. 1986).



District courts have the broad power of a court of equity to determine the appropriate action in the administration and supervision of an equity receivership. See *SEC v. Capital Consultants, LLC*, 397 F.3d 733, 738 (9th Cir. 2005) ("This court affords 'broad deference' to the court's supervisory role, and 'we generally uphold reasonable procedures instituted by the district court that serve th[e] purpose' of orderly and efficient administration of the receivership for the benefit of creditors."). In the estate administration context, courts are deferential to the business judgment of bankruptcy trustees, receivers, and similar estate custodians. See, e.g., *Bennett v. Williams*, 892 F.2d 822, 824 (9th Cir. 1989); *Southwestern Media, Inc. v. Rau*, 708 F.2d 419, 425 (9th Cir. 1983); *In re Thinking Machines Corp.*, 182 B.R. 375, 368 (D. Mass. 1995) (rev'd on other grounds, *In re Thinking Machines Corp.*, 67 F.3d 1021 (1st Cir. 1995)).

Here, the Receiver has determined, in his reasonable business judgment and after consultation with qualified professionals, that the course of action representing the highest likely return to the Receivership Entity and the Receivership Estate, with the least risk, is the sale of the Properties. Based on the foregoing, the Receiver respectfully requests that the Court authorize him to market and sell the Properties pursuant to the procedures outlined herein.

#### **B. The Broker's Engagements Should Be Approved**

Here, in the context of the proposed sales, the services of an experienced real property broker are required to appropriately market the Properties and ensure competitive bidding among prospective purchasers. Based on the Receiver's experience with real estate transactions, the Receiver believes that the proposed commissions are commercially reasonable and consistent with real estate industry standards in this market

1 area. The Broker's typical listing commission is 6%, but the Receiver  
2 negotiated a reduction to 5% for each of the Properties. Accordingly, the  
3 Receiver respectfully requests that this Court authorize the engagements of  
4 the Broker under the terms of the listing agreements and their addendums,  
5 and that the Broker's commissions as described herein be tentatively  
6 approved, subject to final approval in connection with the sales.

7 **C. The Sale Procedures, Which Are Intended to Ensure That**  
8 **the Highest and Best Price Is Received, Should Be**  
9 **Approved**

10 It is generally conceded that a court of equity having custody and  
11 control of property has power to order a sale of the same in its discretion.  
12 *See, e.g., Elliott, supra*, 953 F.2d at 1566 (finding that the District Court has  
13 broad powers and wide discretion to determine relief in an equity  
14 receivership). "The power of sale necessarily follows the power to take  
15 possession and control of and to preserve property." *See, supra, American*  
16 *Capital Invest., Inc.*, 98 F.3d at 1144. "When a court of equity orders  
17 property in its custody to be sold, the court itself as vendor confirms the title  
18 in the purchaser." 2 Ralph Ewing Clark, *Treatise on Law and Practice of*  
19 *Receivers* § 487.

20 Generally, when a court-appointed receiver is involved, the receiver,  
21 as agent for the court, should conduct the sale of the receivership property.  
22 *Blakely Airport Joint Venture II v. Federal Sav. and Loan Ins. Corp.*, 678 F.  
23 Supp. 154, 156 (N.D. Tex. 1988). The receiver's sale conveys "good"  
24 equitable title enforced by an injunction against the owner and against  
25 parties to the suit. *See* 2 Ralph Ewing Clark, *Treatise on Law and Practice*  
26 *of Receivers* §§ 342, 344, 482(a), 487, 489, 491. "In authorizing the sale of  
27  
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1 property by receivers, courts of equity are vested with broad discretion as to  
2 price and terms." *Gockstetter v. Williams*, 9 F.2d 354, 357 (9th Cir. 1925).

3 Pursuant to 28 U.S.C. § 2001, the Receiver may conduct an auction  
4 sale following notice as called for in 28 U.S.C. § 2002. Under 28 U.S.C. §  
5 2002, "A public sale of realty . . . under any order . . . of any court of the  
6 United States shall not be made without notice published once a week for at  
7 least four weeks prior to the sale in at least one newspaper regularly issued  
8 and of general circulation . . . ." 28 U.S.C. § 2002. The proposed  
9 procedures identified above are designed to (a) comply with the process and  
10 notice requirements as called for in §§ 2001 and 2002; (b) induce a  
11 prospective purchaser to act as the "stalking horse" bidder or, if appropriate,  
12 to induce participation at an auction, (c) entice competitive bidding by  
13 qualified bidders, and (d) generate the highest and best price for the  
14 Property. The initial overbid/minimum bid and subsequent minimum  
15 increases were set at the amounts proposed herein to ensure competitive  
16 bidding, and to ensure an orderly and efficient auction at the hearing. The  
17 Receiver submits that the procedures set forth herein are reasonable and  
18 fair to all interested parties, and as such, should be approved by the Court.

19  
20 **IV. Conclusion**

21 Based on the foregoing, the Receiver requests that the Court enter an  
22 order:

- 23 (1) Granting the Motion;  
24 (2) Authorizing the marketing of the Properties for sale out of  
25 receivership;  
26 (3) Authorizing the engagements of the Broker and approving the  
27 listing agreements as set forth herein;  
28

1 (4) Affirming that the sale, notice and publication requirements  
2 pursuant to 28 U.S.C. §§ 2001 and 2002 are satisfied by the proposed sale  
3 process set forth herein;

4 (5) Approving the proposed sale and overbid procedures set forth  
5 herein; and

6 (6) Granting such other and further relief as the Court deems just  
7 and appropriate.

8  
9 Respectfully submitted,

10 DATED: February 14, 2020

SMILEY WANG-EKVALL, LLP

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12  
13 By: /s/ Michael L. Simon  
14 Kyra E. Andrassy  
15 Michael L. Simon  
16 Counsel for Jeffrey E. Brandlin,  
17 Receiver  
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3200 Park Center Drive, Suite 250  
Costa Mesa, California 92626  
Tel 714 445-1000 • Fax 714 445-1002

**DECLARATION OF JEFFREY BRANDLIN**

I, Jeffrey Brandlin, declare as follows:

1. I am the federal equity receiver appointed by the U.S. District Court, Central District of California, over NTV Financial Group, Inc. ("NTV"), bank accounts held by or for the benefit of defendant Richard Nguyen and relief defendant Mai Do, and property acquired in whole or in part with investor funds. I know the facts contained in this declaration to be true of my own personal knowledge, except as otherwise stated and, if called as a witness, I could and would competently testify with respect thereto. I make this declaration in support of the *Motion for Authorizing the Receiver to (1) Market the Properties Located at (A) 2101 N. Westwood Ave., Santa Ana, CA 92706, and (B) 2506 Monte Carlo Drive #3, Santa Ana, CA 92706 for Sale; (2) Establish Sale Procedures; and (3) Engage Broker* (the "Motion"). Unless otherwise defined in this declaration, all terms defined in the Motion are incorporated herein by this reference.

2. I have interviewed multiple qualified real estate brokers in California in connection with the proposed sales of the Properties. I propose the engagement of Philip Seymour of Keller Williams Studio City to serve as my real estate broker.

3. Attached hereto as Exhibit "2" is a true and correct copy of the proposed listing agreement with Mr. Seymour for the North Westwood Ave. Property.

4. Attached hereto as Exhibit "3" is a true and correct copy of the proposed listing agreement with Mr. Seymour for the Monte Carlo Drive Property.

1           5. I am informed that Mr. Seymour estimates that the North  
2 Westwood Ave. Property has a fair market value of \$1,229,000. I am also  
3 informed that the North Westwood Ave. Property is only encumbered by a  
4 deed of trust securing a note with an original principal balance of \$735,000,  
5 and that there are delinquent property taxes of \$4,711.60 against the  
6 property.

7           6. I am informed that Mr. Seymour estimates that the Monte Carlo  
8 Drive Property has a fair market value of \$389,000. I am also informed that  
9 the Monte Carlo Drive Property is only encumbered by a deed of trust  
10 securing a note with an original principal balance of \$261,000, and that there  
11 are delinquent property taxes of \$2,530.97 against the property.

12          7. I am informed that Mr. Seymour is a licensed real estate broker  
13 in good standing in California and has extensive experience in marketing  
14 and selling similar residential properties. Payment of Mr. Seymour's  
15 commission will be subject to Court approval at the hearings on the Motions  
16 for Approval of Sale. Mr. Seymour has agreed to reduce his commission to  
17 5% of the amount of the final purchase price. I believe that this commission  
18 rate is commercially reasonable, consistent with local customary rates, and  
19 the size of the transaction.

20          8. With Mr. Seymour's assistance, I will engage with prospective  
21 purchasers and will apply to the Court, on further noticed motion, for  
22 approval of the specific terms of sale with regard to the Properties and Mr.  
23 Seymour's commission.

24 ///

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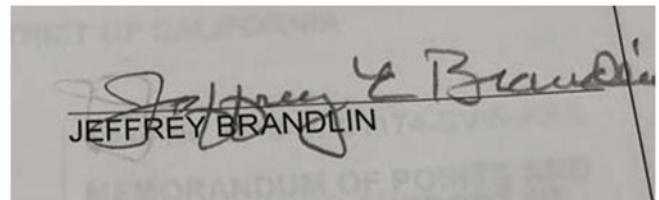
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1           9.     In my business judgment, the proposed marketing of the  
2 Properties, sale procedures, and broker engagements are in the best  
3 interest of the Receivership Estate, and will likely lead to the return of the  
4 highest value to the Receivership Estate and the investors.

5  
6           I declare under penalty of perjury under the laws of the United States  
7 of America that the foregoing is true and correct.

8           Executed on this 13th day of February, 2020, at Los Angeles,  
9 California.

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A rectangular stamp or document fragment showing a handwritten signature in dark ink. The signature appears to be "Jeffrey E. Brandlin". Below the signature, the name "JEFFREY BRANDLIN" is printed in a bold, sans-serif font. The background of the stamp is light gray with some faint, illegible text visible.



**DECLARATION OF PHIL SEYMOUR**

I, Phil Seymour, declare as follows:

1. I am a licensed real estate professional employed by Keller Williams Studio City, the proposed real estate broker (the "Broker") for the receivership estate of NTV Financial Group, Inc., and certain assets of defendant Richard Nguyen and relief defendant Mai Do. I am authorized by the Broker to make this declaration on its behalf. I know the facts contained in this declaration to be true of my own personal knowledge, except as otherwise stated and, if called as a witness, I could and would competently testify with respect thereto. I make this declaration in support of the *Motion for Authorizing the Receiver to (1) Market the Properties Located at (A) 2101 N. Westwood Ave., Santa Ana, CA 92706, and (B) 2506 Monte Carlo Drive #3, Santa Ana, CA 92706 for Sale; (2) Establish Sale Procedures; and (3) Engage Broker* (the "Motion"). Unless otherwise defined in this declaration, all terms defined in the Motion are incorporated herein by this reference.

2. Attached hereto as Exhibit "4" is a true and correct copy of my resume.

3. The Broker is a licensed real estate broker in good standing in California.

4. Both myself and the Broker are very familiar with residential real estate in the Orange County area, and we have extensive experience in marketing and selling such.

5. To the best of my knowledge, neither the Broker nor any person employed by the Broker, including myself, has any connection with the Receivership Estate or any related entities. Further, to the best of my knowledge, neither Broker nor any person employed by the Broker, including

1 myself, represents any entity having an adverse interest to the Receivership  
2 Estate.

3  
4 I declare under penalty of perjury under the laws of the United States  
5 of America that the foregoing is true and correct.

6 Executed on this 11th day of February, 2020, at Los Angeles,  
7 California.

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10 PHIL SEYMOUR  
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# EXHIBIT "1"

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

**CIVIL MINUTES – GENERAL**

Case No.	SACV 19-01174 AG (KESx)	Date	November 4, 2019
Title	SECURITIES AND EXCHANGE COMMISSION v. RICHARD VU NGUYEN, A/K/A NGUYEN THANH VU, ET AL.		

Present: The Honorable	ANDREW J. GUILFORD		
Melissa Kunig/Rolls Royce Paschal	Not Present		
Deputy Clerk	Court Reporter / Recorder	Tape No.	
Attorneys Present for Plaintiffs:	Attorneys Present for Defendants:		

**[IN CHAMBERS] ORDER REGARDING THE RECEIVER'S MOTIONS (DKT NOS. 79, 83)**

In September 2019, the Court amended an order appointing a permanent receiver: Jeffrey Brandlin (“the Receiver”) (“Amended Order”). (Dkt. No. 71.) Now, the Receiver has filed two motions: (1) for an order in aid of the Amended Order (Dkt. No. 79, “Motion One”) and (2) for an order authorizing him to market for sale, establish sales procedures, and engage a broker for a property owned by Defendant NTV Financial Group, Inc. (“NTV”) (Dkt. No. 83, “Motion Two”). The remaining defendants, Richard Nguyen and Relief Defendant Mai Do (collectively “Defendants”), oppose Motion One but didn’t file an opposition to Motion Two. (Dkt. No. 86.)

The Court GRANTS Motions One (Dkt. No. 79) and Two (Dkt. No. 83).

**1. BRIEF BACKGROUND**

In July 2019, the Court issued an order continuing a freeze over Defendants’ assets, requiring Defendants to file accountings, and appointing the Receiver. (Dkt. No. 25.) Defendants filed an accounting of their assets on July 15, 2019. (Dkt. No. 38.) The list included real property located at 2506 Monte Carlo Dr., Santa Ana, CA 92706 (the “Monte Carlo property”), which Mr. Nguyen claimed was purchased with income from sources outside of NTV. (Dkt. No. 49 at 4.) The Court amended the preliminary injunction and the order appointing the Receiver. The Court found that Defendants were “attempting to sell a significant portion of one of the

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

**CIVIL MINUTES – GENERAL**

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Title	SECURITIES AND EXCHANGE COMMISSION v. RICHARD VU NGUYEN, A/K/A NGUYEN THANH VU, ET AL.		

assets listed in the accounting of assets, the Monte Carlo property, that the receiver has confirmed was purchased using investor funds.” (Dkt. No. 69.)

On September 18, 2019, the Court issued the Amended Order, amending the preliminary injunction and the order appointing the Receiver. (Dkt. No. 71.) In its Amended Order the Court appointed the Receiver as the permanent equity receiver over “[NTV] and its subsidiaries and affiliates, and of all bank and brokerage accounts through which [Mr. Nguyen’s] and NTV’s investors and/or clients’ funds flowed and property acquired in whole or in part with clients’ funds.” (*Id.* at 8-9.)

Recently, the SEC and NTV stipulated to judgment and on September 25, 2019, the Court entered judgment against NTV. (Dkt. No. 73.) In Motion One, the Receiver moves for an order in aid of the Court’s Amended Order. (Dkt. No. 79.) In Motion Two, the Receiver moves for approval to sell a property owned by NTV.

**2. MOTION FOR AN ORDER IN AID OF THE COURT’S AMENDED ORDER**

The Receiver asks the Court to issue an order in aid of its Amended Order. Specifically, the Receiver requests the Court “explicitly” bring the following assets into the receivership estate: (1) the property at 2101 North Westwood Avenue, Santa Ana, CA (“the North Westwood property”); (2) the Monte Carlo property; (3) a 2007 Porsche 911; (4) a 2012 Ferrari 458 Italia; (5) a Patek Philippe watch acquired from Watches of Switzerland; (6) a Patek Philippe watch acquired from Luxage Group, Inc.; and (7) jewelry acquired from Wonder Jewelers. (collectively, “the Receivership Assets”). (Dkt. No. 80 at 2.) The Court referenced all of the Receivership Assets in its Amended Order, except the two watches and the jewelry. (*See* Dkt. No. 69.) But the Receiver still moves “out of an abundance of caution” for an order explicitly bringing all the Receivership Assets into the receivership estate so the Receiver “can take possession and control of [them] for the investors’ benefit.” (Dkt. No. 80 at 2.)

Defendants oppose the Receiver’s motion arguing: (1) that it is based on inadmissible evidence; (2) that it requests “redundant” relief with no basis in law; and (3) that the receiver cannot take Defendant Mai Do’s personal residence and investment property before trial.

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

**CIVIL MINUTES – GENERAL**

Case No.	SACV 19-01174 AG (KESx)	Date	November 4, 2019
Title	SECURITIES AND EXCHANGE COMMISSION v. RICHARD VU NGUYEN, A/K/A NGUYEN THANH VU, ET AL.		

(Dkt. No. 86.) Defendants object to all but the first of the Receiver’s exhibits. (Dkt. No. 88.) Defendants seek to exclude documents showing transfers that the Receiver cites as support for his conclusion that the Receivership Assets were bought with investor money.

First, the Court finds that the Receiver properly opined as an expert that all the assets were obtained with NTV investors’ funds. (*See* Dkt. No. 81.) The Receiver submitted his declaration with his expert opinion that based on the bank records, escrow documents, and other records, the properties at issue were acquired with funds directly traceable to four Receivership Accounts. And the Receiver submitted the underlying evidence from nine sources—banks, escrow companies, and jewelry sellers—that were reviewed by the Receiver. Even if it’s assumed that the facts the Receiver relied upon were not admissible, the Receiver’s expert opinion is admissible. *See* Fed. R. Evid. 703.

Second, the relief sought here isn’t redundant. The Receiver adds property to the receivership estate: the watches and the jewelry. Regarding the Receiver’s request that Defendant Mai Do turn over keys, vacate the home, and identify any tenants of the property, Defendants argue this is an unconstitutional deprivation of property without due process because the ultimate issue of liability is to be determined. (Dkt. No. 86 4-5.) But the Court disagrees. The federal receivership statute expressly authorizes a district court to “authorize a receiver . . . to take possession of real . . . property and . . . sell real property.” 28 U.S.C. § 3103. Further, receivership is generally initiated before trial and is not allowed to “continue past the entry of judgment . . . unless the court orders it continued.” *Id.* Defendants’ constitutional challenges to basic tenants of the receivership process fail. In this case, sufficient due process has been provided.

The Court ORDERS the Receivership Assets to be included in the receivership estate and Defendants must deliver possession and control of the Receivership Assets to the Receiver within THREE weeks of this Order. Regarding the North Westwood property and the Monte Carlo property, Defendants are ordered to vacate the property and deliver to the Receiver the keys and any accounting documents, such as mortgage and tax records associated with both properties. Defendants are also ordered to deliver to the Receiver the 2007 Porsche 911, the



UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

**CIVIL MINUTES – GENERAL**

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2012 Ferrari 458 Italia, both cars' keys, and both cars' ownership/finance documentation. Defendants are ordered to deliver to the Receiver the Patek Philippe watch acquired from Watches of Switzerland, the Patek Philippe watch acquired from Luxage Group, Inc., and the jewelry acquired from Wonder Jewelers.

If at any time during the receivership, Defendants are no longer in possession of any of the assets included in the receivership, Defendants shall file a declaration stating so. Finally, the receivership estate shall remain frozen, unless otherwise ordered by this Court. The Receiver may not mortgage or transfer any of the receivership estate without the Court's express approval. (*See* Dkt. No. 71 at 6-7.)

The Court GRANTS the Receiver's motion for an order in aid of the Court's Amended Order (Dkt. No. 79).

**3. MOTION FOR AN ORDER AUTHORIZING THE RECEIVER TO MARKET FOR SALE, ESTABLISH SALES PROCEDURES, AND ENGAGE A BROKER**

Next, the Receiver moves for an order authorizing him to market for sale, establish sales procedures, and engage the broker for the property at 900 W. 17th Street #2B, Santa Ana, CA 92706. NTV holds the title to this property.

Courts have "broad powers and wide discretion to determine the appropriate relief in an equity receivership." *SEC v. Capital Consultants, LLC*, 397 F.3d 733, 738 (9th Cir. 2005). If a court orders a receiver to sell property, it "shall be sold at public sale in the district wherein any such receiver was first appointed." 28 U.S.C. § 2001. Such a sale "shall not be made without notice published once a week for at least four weeks prior to the sale." 28 U.S.C. § 2002.

The Amended Order gives the Receiver "full power to sue, foreclose, marshal, collect, receive, and take into possession all [real property managed by NTV]." (Dkt. No. 71 at 9.) In Motion Two, the Receiver proposes a plan for a noticed public sale, complete with bidding



UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

**CIVIL MINUTES – GENERAL**

Case No.	SACV 19-01174 AG (KESx)	Date	November 4, 2019
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procedures. (Dkt. No. 84 at 4-7.) The Receiver states, “In my business judgment, the proposed marketing of the Property, sale procedures, and broker engagement are in the best interest of the Receivership Estate, and will likely lead to the return of the highest value to the Receivership Estate and the investors.” (Dkt. No. 84-1 at 2.)

Here, the relief sought in unopposed Motion Two is reasonable and appropriate. *See SEC*, 397 F.3d 738 (holding “broad deference” is given to courts’ supervisory role and “reasonable procedures instituted by the district court that serve the purpose of orderly and efficient administration of the receivership for the benefit of credits” are generally upheld). The Court removes the freeze on the property at 900 W. 17th Street #2B, Santa Ana, CA 92706 and approves the Receiver’s plan for marketing for sale, sales procedures, and engaging the broker to sell this property.

The Court GRANTS Motion Two (Dkt. No. 83).

**4. DISPOSITION**

The Court GRANTS Motions One (Dkt. No. 79) and Two (Dkt. No. 83).

Initials of Preparer                      : 0  
mku/rrp

# EXHIBIT "2"



CALIFORNIA  
ASSOCIATION  
OF REALTORS®

**RESIDENTIAL LISTING AGREEMENT**  
(Exclusive Authorization and Right to Sell)  
(C.A.R. Form RLA, Revised 12/19)

Date Prepared: \_\_\_\_\_

1. **EXCLUSIVE RIGHT TO SELL:** Jeffrey Brandlin in his Sole Capacity as Receiver ("Seller")  
hereby employs and grants Keller Williams Studio City ("Broker")  
beginning (date) \_\_\_\_\_ and ending at 11:59 P.M. on (date) \_\_\_\_\_ ("Listing Period")  
the exclusive and irrevocable right to sell or exchange the real property described as A single family residence located at  
2101 N. Westwood Ave., situated in Santa Ana (City),  
Orange (County), California, 92706 (Zip Code), Assessor's Parcel No. 001-165-11 ("Property").

- ☐ This Property is a manufactured (mobile) home. See addendum for additional terms.  
☐ This Property is being sold as part of a probate, conservatorship or guardianship. See addendum for additional terms.

2. **LISTING PRICE AND TERMS:**

A. The listing price shall be: One Million, Two Hundred Twenty-Nine Thousand  
Dollars (\$ 1,229,000.00 ).  
B. Listing Terms: All Cash at Close

3. **COMPENSATION TO BROKER:**

**Notice: The amount or rate of real estate commissions is not fixed by law. They are set by each Broker individually and may be negotiable between Seller and Broker (real estate commissions include all compensation and fees to Broker).**

A. Seller agrees to pay to Broker as compensation for services irrespective of agency relationship(s), either ☐ 5.000 percent of the listing price (or if a purchase agreement is entered into, of the purchase price), or ☐ \$ \_\_\_\_\_, as follows:

(1) If during the Listing Period, or any extension, Broker, cooperating broker, Seller or any other person procures a ready, willing, and able buyer(s) whose offer to purchase the Property on any price and terms is accepted by Seller, provided the Buyer completes the transaction or is prevented from doing so by Seller. (Broker is entitled to compensation whether any escrow resulting from such offer closes during or after the expiration of the Listing Period, or any extension.)

OR (2) If within 90 calendar days (a) after the end of the Listing Period or any extension; or (b) after any cancellation of this Agreement, unless otherwise agreed, Seller enters into a contract to sell, convey, lease or otherwise transfer the Property to anyone ("Prospective Buyer") or that person's related entity: (i) who physically entered and was shown the Property during the Listing Period or any extension by Broker or a cooperating broker; or (ii) for whom Broker or any cooperating broker submitted to Seller a signed, written offer to acquire, lease, exchange or obtain an option on the Property. Seller, however, shall have no obligation to Broker under paragraph 3A(2) unless, not later than the end of the Listing Period or any extension or cancellation, Broker has given Seller a written notice of the names of such Prospective Buyers.

OR (3) If, without Broker's prior written consent, the Property is withdrawn from sale, conveyed, leased, rented, otherwise transferred, or made unmarketable by a voluntary act of Seller during the Listing Period, or any extension.

B. If completion of the sale is prevented by a party to the transaction other than Seller, then compensation which otherwise would have been earned under paragraph 3A shall be payable only if and when Seller collects damages by suit, arbitration, settlement or otherwise, and then in an amount equal to the lesser of one-half of the damages recovered or the above compensation, after first deducting title and escrow expenses and the expenses of collection, if any.

C. In addition, Seller agrees to pay Broker: N/A

D. Seller has been advised of Broker's policy regarding cooperation with, and the amount of compensation offered to, other brokers.

(1) Broker is authorized to cooperate with and compensate brokers participating through the multiple listing service(s) ("MLS") by offering to MLS brokers out of Broker's compensation specified in 3A, either ☒ 2.500 percent of the purchase price, or ☐ \$ \_\_\_\_\_.

(2) Broker is authorized to cooperate with and compensate brokers operating outside the MLS as per Broker's policy.

E. Seller hereby irrevocably assigns to Broker the above compensation from Seller's funds and proceeds in escrow. Broker may submit this Agreement, as instructions to compensate Broker pursuant to paragraph 3A, to any escrow regarding the Property involving Seller and a buyer, Prospective Buyer or other transferee.

F. (1) Seller represents that Seller has not previously entered into a listing agreement with another broker regarding the Property, unless specified as follows: N/A

(2) Seller warrants that Seller has no obligation to pay compensation to any other broker regarding the Property unless the Property is transferred to any of the following individuals or entities: N/A

(3) If the Property is sold to anyone listed above during the time Seller is obligated to compensate another broker: (i) Broker is not entitled to compensation under this Agreement; and (ii) Broker is not obligated to represent Seller in such transaction.



Property Address: A single family residence located at

Date: \_\_\_\_\_

4. A. **ITEMS EXCLUDED AND INCLUDED:** Unless otherwise specified in a real estate purchase agreement, all fixtures and fittings that are attached to the Property are included, and personal property items are excluded, from the purchase price.

**ADDITIONAL ITEMS EXCLUDED:** None

**ADDITIONAL ITEMS INCLUDED:** None

Seller intends that the above items be excluded or included in offering the Property for sale, but understands that: (i) the purchase agreement supersedes any intention expressed above and will ultimately determine which items are excluded and included in the sale; and (ii) Broker is not responsible for and does not guarantee that the above exclusions and/or inclusions will be in the purchase agreement.

- B. (1) **Leased Or Not Owned Items:** The following items are leased or not owned by Seller:

☐ Solar power system    ☐ Alarm system    ☐ Propane tank    ☐ Water Softener  
☐ Other \_\_\_\_\_

(2) **Liened Items:** The following items have been financed and a lien has been placed on the Property to secure payment:

☐ Solar power system    ☐ Windows or doors    ☐ Heating/Ventilation/Air conditioning system  
☐ Other \_\_\_\_\_

Seller will provide to Buyer, as part of the sales agreement, copies of lease documents, or other documents obligating Seller to pay for any such leased or liened item.

5. **MULTIPLE LISTING SERVICE:**

- A. Broker is a participant/subscriber to Orange County Multiple Listing Service (MLS) and possibly others. Unless otherwise instructed in writing the Property will be listed with the MLS(s) specified above. That MLS is (or if checked ☐ is not) the primary MLS for the geographic area of the Property. All terms of the transaction, including sales price and financing, if applicable, (i) will be provided to the MLS in which the property is listed for publication, dissemination and use by persons and entities on terms approved by the MLS and (ii) may be provided to the MLS even if the Property was not listed with the MLS. Seller consents to Broker providing a copy of this listing agreement to the MLS if required by the MLS.

**BENEFITS OF USING THE MLS; IMPACT OF OPTING OUT OF THE MLS; PRESENTING ALL OFFERS**

**WHAT IS AN MLS?** The MLS is a database of properties for sale that is available and disseminated to and accessible by all other real estate agents who are participants or subscribers to the MLS. Property information submitted to the MLS describes the price, terms and conditions under which the Seller's property is offered for sale (including but not limited to the listing broker's offer of compensation to other brokers). It is likely that a significant number of real estate practitioners in any given area are participants or subscribers to the MLS. The MLS may also be part of a reciprocal agreement to which other multiple listing services belong. Real estate agents belonging to other multiple listing services that have reciprocal agreements with the MLS also have access to the information submitted to the MLS. The MLS may further transmit listing information to Internet sites that post property listings online.

**EXPOSURE TO BUYERS THROUGH MLS:** Listing property with an MLS exposes a seller's property to all real estate agents and brokers (and their potential buyer clients) who are participants or subscribers to the MLS or a reciprocating MLS.

**CLOSED/PRIVATE LISTING CLUBS OR GROUPS:** Closed or private listing clubs or groups are not the same as the MLS. The MLS referred to above is accessible to all eligible real estate licensees and provides broad exposure for a listed property. Private or closed listing clubs or groups of licensees may have been formed outside the MLS. Private or closed listing clubs or groups are accessible to a more limited number of licensees and generally offer less exposure for listed property. Whether listing property through a closed, private network - and excluding it from the MLS - is advantageous or disadvantageous to a seller, and why, should be discussed with the agent taking the Seller's listing.

**NOT LISTING PROPERTY IN A LOCAL MLS:** If the Property is listed in an MLS which does not cover the geographic area where the Property is located then real estate agents and brokers working that territory, and Buyers they represent looking for property in the neighborhood, may not be aware the Property is for sale.

**OPTING OUT OF MLS:** If Seller elects to exclude the Property from the MLS, Seller understands and acknowledges that: (a) real estate agents and brokers from other real estate offices, and their buyer clients, who have access to that MLS may not be aware that Seller's Property is offered for sale; (b) Information about Seller's Property will not be transmitted from the MLS to various real estate Internet sites that are used by the public to search for property listings; (c) real estate agents, brokers and members of the public may be unaware of the terms and conditions under which Seller is marketing the Property.

**REDUCTION IN EXPOSURE:** Any reduction in exposure of the Property may lower the number of offers and negatively impact the sales price.

**PRESENTING ALL OFFERS:** Seller understands that Broker must present all offers received for Seller's Property unless Seller gives Broker written instructions to the contrary.

Seller's Initials ( JEB ) ( \_\_\_\_\_ )

Broker's/Agent's Initials ( JEB ) ( \_\_\_\_\_ )







Property Address: A single family residence located at

- D. **Confirmation:** Broker shall confirm the agency relationship described above, or as modified, in writing, prior to or concurrent with Seller's execution of a purchase agreement.
- E. **Potentially Competing Sellers and Buyers:** Seller understands that Broker may have or obtain listings on other properties, and that potential buyers may consider, make offers on, or purchase through Broker, property the same as or similar to Seller's Property. Seller consents to Broker's representation of sellers and buyers of other properties before, during and after the end of this Agreement. Seller acknowledges receipt of a ☒ "Possible Representation of More than One Buyer or Seller - Disclosure and Consent" (C.A.R. Form PRBS).
10. **SECURITY, INSURANCE, SHOWINGS, AUDIO AND VIDEO:** Broker is not responsible for loss of or damage to personal or real property, or person, whether attributable to use of a keysafe/lockbox, a showing of the Property, or otherwise. Third parties, including, but not limited to, appraisers, inspectors, brokers and prospective buyers, may have access to, and take videos and photographs of, the interior of the Property. Seller agrees: (i) to take reasonable precautions to safeguard and protect valuables that might be accessible during showings of the Property; and (ii) to obtain insurance to protect against these risks. Broker does not maintain insurance to protect Seller. Persons visiting the Property may not be aware that they could be recorded by audio or visual devices installed by Seller (such as "nanny cams" and hidden security cameras). Seller is advised to post notice disclosing the existence of security devices.
11. **PHOTOGRAPHS AND INTERNET ADVERTISING:**
- A. In order to effectively market the Property for sale it is often necessary to provide photographs, virtual tours and other media to buyers. Seller agrees (or ☐ if checked, does not agree) that Broker or others may photograph or otherwise electronically capture images of the exterior and interior of the Property ("Images") for static and/or virtual tours of the Property by buyers and others for use on Broker's website, the MLS, and other marketing materials and sites. Seller acknowledges that if Broker engages third parties to capture and/or reproduce and display Images, the agreement between Broker and those third parties may provide such third parties with certain rights to those Images. The rights to the Images may impact Broker's control or lack of control of future use of the Images. If Seller is concerned, Seller should request that Broker provide any third parties' agreement impacting the Images. Seller also acknowledges that once Images are placed on the Internet neither Broker nor Seller has control over who can view such Images and what use viewers may make of the Images, or how long such Images may remain available on the Internet. Seller further assigns any rights in all Images to the Broker and agrees that such Images are the property of Broker and that Broker may use such Images for advertising, including post sale and for Broker's business in the future.
- B. Seller acknowledges that prospective buyers and/or other persons coming onto the property may take photographs, videos or other images of the property. Seller understands that Broker does not have the ability to control or block the taking and use of Images by any such persons. (If checked ) ☐ Seller instructs Broker to publish in the MLS that taking of Images is limited to those persons preparing Appraisal or Inspection reports. Seller acknowledges that unauthorized persons may take images who do not have access to or have not read any limiting instruction in the MLS or who take images regardless of any limiting instruction in the MLS. Once Images are taken and/or put into electronic display on the Internet or otherwise, neither Broker nor Seller has control over who views such Images nor what use viewers may make of the Images.
12. **KEYSAFE/LOCKBOX:** A keysafe/lockbox is designed to hold a key to the Property to permit access to the Property by Broker, cooperating brokers, MLS participants, their authorized licensees and representatives, authorized inspectors, and accompanied prospective buyers. Broker, cooperating brokers, MLS and Associations/Boards of REALTORS® are not insurers against injury, theft, loss, vandalism or damage attributed to the use of a keysafe/lockbox. Seller does (or if checked ☐ does not) authorize Broker to install a keysafe/lockbox. If Seller does not occupy the Property, Seller shall be responsible for obtaining occupant(s)' written permission for use of a keysafe/lockbox (C.A.R. Form KLA).
13. **SIGN:** Seller does (or if checked ☐ does not) authorize Broker to install a FOR SALE/SOLD sign on the Property.
14. **EQUAL HOUSING OPPORTUNITY:** The Property is offered in compliance with federal, state and local anti-discrimination laws.
15. **ATTORNEY FEES:** In any action, proceeding or arbitration between Seller and Broker to enforce the compensation provisions of this Agreement, the prevailing Seller or Broker shall be entitled to reasonable attorney fees and costs from the non-prevailing Seller or Broker, except as provided in paragraph 19A.
16. **ADDITIONAL TERMS:** ☐ REO Advisory Listing (C.A.R. Form REOL) ☐ Short Sale Information and Advisory (C.A.R. Form SSIA)  
☐ Trust Advisory (C.A.R. Form TA)  
☐ Seller intends to include a contingency to purchase a replacement property as part of any resulting transaction  
See attached Addendum.  
Delete Para. 9 in it's entirety.
17. **MANAGEMENT APPROVAL:** If an associate-licensee in Broker's office (salesperson or broker-associate) enters into this Agreement on Broker's behalf, and Broker or Manager does not approve of its terms, Broker or Manager has the right to cancel this Agreement, in writing, within 5 Days After its execution.
18. **SUCCESSORS AND ASSIGNS:** This Agreement shall be binding upon Seller and Seller's successors and assigns.
19. **DISPUTE RESOLUTION:**
- A. **MEDIATION:** Seller and Broker agree to mediate any dispute or claim arising between them regarding the obligation to pay compensation under this Agreement, before resorting to arbitration or court action. Mediation fees, if any, shall be divided equally among the parties involved. If, for any dispute or claim to which this paragraph applies, any party (i) commences an

Seller's Initials (Signature)

RLA REVISED 12/19 (PAGE 4 OF 5)

RESIDENTIAL LISTING AGREEMENT - EXCLUSIVE (RLA PAGE 4 OF 5)

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2101 N. Westwood



Property Address: A single family residence located at

action without first attempting to resolve the matter through mediation, or (ii) before commencement of an action, refuses to mediate after a request has been made, then that party shall not be entitled to recover attorney fees, even if they would otherwise be available to that party in any such action. Exclusions from this mediation agreement are specified in paragraph 19B.

**B. ADDITIONAL MEDIATION TERMS:** The following matters shall be excluded from mediation: (i) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage or installment land sale contract as defined in Civil Code §2985; (ii) an unlawful detainer action; (iii) the filing or enforcement of a mechanic's lien; and (iv) any matter that is within the jurisdiction of a probate, small claims or bankruptcy court. The filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver or violation of the mediation provisions.

**C. ADVISORY:** If Seller and Broker desire to resolve disputes arising between them through arbitration rather than court, they can document their agreement by attaching and signing an Arbitration Agreement (C.A.R. Form ARB).

**20. ENTIRE AGREEMENT:** All prior discussions, negotiations and agreements between the parties concerning the subject matter of this Agreement are superseded by this Agreement, which constitutes the entire contract and a complete and exclusive expression of their agreement, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. If any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. This Agreement and any supplement, addendum or modification, including any photocopy or facsimile, may be executed in counterparts.

**21. OWNERSHIP, TITLE AND AUTHORITY:** Seller warrants that: (i) Seller is the owner of the Property; (ii) no other persons or entities have title to the Property; and (iii) Seller has the authority to both execute this Agreement and sell the Property. Exceptions to ownership, title and authority are as follows: \_\_\_\_\_

☐ **REPRESENTATIVE CAPACITY:** This Listing Agreement is being signed for Seller by an individual acting in a Representative Capacity as specified in the attached Representative Capacity Signature Disclosure (C.A.R. Form RCSD-S). Wherever the signature or initials of the representative identified in the RCSD appear on this Agreement or any related documents, it shall be deemed to be in a representative capacity for the entity described and not in an individual capacity, unless otherwise indicated. Seller (i) represents that the entity for which the individual is signing already exists and (ii) shall Deliver to Broker, within 3 Days After Execution of this Agreement, evidence of authority to act (such as but not limited to: applicable trust document, or portion thereof, letters testamentary, court order, power of attorney, resolution, or formation documents of the business entity).

By signing below, Seller acknowledges that Seller has read, understands, received a copy of and agrees to the terms of this Agreement.

Seller Jeffrey Brandlin Jeffrey Brandlin in his Sole Capacity as Receiver Date 1/16/20  
 Address 12121 Wilshire Blvd. Suite 1120 City Los Angeles State CA Zip 90025  
 Telephone (310)789-1777 Fax (310)201-4743 E-mail \_\_\_\_\_

Seller \_\_\_\_\_ Date \_\_\_\_\_  
 Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 Telephone \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_

☐ Additional Signature Addendum attached (C.A.R. Form ASA)

Real Estate Broker (Firm) Keller Williams Studio City DRE Lic. # 01428774  
 Address 4061 Laurel Canyon Blvd City Studio City State CA Zip 91604  
 By Philip Seymour Tel. (310)612-9800 E-mail phil@theseymourgroup.net DRE Lic.# 00630158 Date 2/11/20  
 By \_\_\_\_\_ Tel. \_\_\_\_\_ E-mail \_\_\_\_\_ DRE Lic.# \_\_\_\_\_ Date \_\_\_\_\_

☐ Two Brokers with different companies are co-listing the Property. Co-listing Broker information is on the attached Additional Broker Acknowledgement (C.A.R. Form ABA).

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RESIDENTIAL LISTING AGREEMENT - EXCLUSIVE (RLA PAGE 5 OF 5)

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2101 N. Westwood







**SELLER'S ADVISORY**  
(C.A.R. Form SA, Revised 12/15)

Property Address: A single family residence located at

("Property")

1. **INTRODUCTION:** Selling property in California is a process that involves many steps. From start to finish, it could take anywhere from a few weeks to many months, depending upon the condition of your Property, local market conditions and other factors. You have already taken an important first step by listing your Property for sale with a licensed real estate broker. Your broker will help guide you through the process and may refer you to other professionals, as needed. This advisory addresses many things you may need to think about and do as you market your Property. Some of these things are requirements imposed upon you, either by law or by the listing or sale contract. Others are simply practical matters that may arise during the process. Please read this document carefully and, if you have any questions, ask your broker or appropriate legal or tax advisor for help.

2. **DISCLOSURES:**

A. **General Disclosure Duties:** You must affirmatively disclose to the buyer, in writing, any and all known facts that materially affect the value or desirability of your Property. You must disclose these facts whether or not asked about such matters by the buyer, any broker, or anyone else. This duty to disclose applies even if the buyer agrees to purchase your Property in its present condition without requiring you to make any repairs. If you do not know what or how to disclose, you should consult a real estate attorney in California of your choosing. Broker cannot advise you on the legal sufficiency of any disclosures you make. If the Property you are selling is a residence with one to four units except for certain subdivisions, your broker also has a duty to conduct a reasonably competent and diligent visual inspection of the accessible areas and to disclose to a buyer all adverse material facts that the inspection reveals. If your broker discovers something that could indicate a problem, your broker must advise the buyer.

B. **Statutory Duties:** (For one-to-four Residential Units):

- (1) You must timely prepare and deliver to the buyer, among other things, a Real Estate Transfer Disclosure Statement ("TDS"), and a Natural Hazard Disclosure Statement ("NHD"). You have a legal obligation to honestly and completely fill out the TDS form in its entirety. (Many local entities or organizations have their own supplement to the TDS that you may also be asked to complete.) The NHD is a statement indicating whether your Property is in certain designated flood, fire or earthquake/seismic hazard zones. Third-party professional companies can help you with this task.
- (2) Depending upon the age and type of construction of your Property, you may also be required to provide and, in certain cases you can receive limited legal protection by providing, the buyer with booklets entitled "The Homeowner's Guide to Earthquake Safety," "The Commercial Property Owner's Guide to Earthquake Safety," "Protect Your Family From Lead in Your Home" and "Environmental Hazards: A Guide For Homeowners and Buyers." Some of these booklets may be packaged together for your convenience. The earthquake guides ask you to answer specific questions about your Property's structure and preparedness for an earthquake. If you are required to supply the booklet about lead, you will also be required to disclose to the buyer any known lead-based paint and lead-based paint hazards on a separate form. The environmental hazards guide informs the buyer of common environmental hazards that may be found in properties.
- (3) If you know that your property is: (i) located within one mile of a former military ordnance location; or (ii) in or affected by a zone or district allowing manufacturing, commercial or airport use, you must disclose this to the buyer. You are also required to make a good faith effort to obtain and deliver to the buyer a disclosure notice from the appropriate local agency(ies) about any special tax levied on your Property pursuant to the Mello-Roos Community Facilities Act, the Improvement Bond Act of 1915, and a notice concerning the contractual assessment provided by section 5898.24 of the Streets And Highways Code (collectively, "Special Tax Disclosures").
- (4) If the TDS, NHD, or lead, military ordnance, commercial zone or Special Tax Disclosures are provided to a buyer after you accept that buyer's offer, the buyer will have 3 days after delivery (or 5 days if mailed) to terminate the offer, which is why it is extremely important to complete these disclosures as soon as possible. There are certain exemptions from these statutory requirements; however, if you have actual knowledge of any of these items, you may still be required to make a disclosure as the items can be considered material facts.

C. **Death and Other Disclosures:** Many buyers consider death on real property to be a material fact in the purchase of property. In some situations, it is advisable to disclose that a death occurred or the manner of death; however, California Civil Code Section 1710.2 provides that you have no disclosure duty "where the death has occurred more than three years prior to the date the transferee offers to purchase, lease, or rent the real property, or [regardless of the date of occurrence] that an occupant of that property was afflicted with, or died from, Human T-Lymphotropic Virus Type III/Lymphadenopathy-Associated Virus." This law does not "immunize an owner or his or her agent from making an intentional misrepresentation in response to a direct inquiry from a transferee or a prospective transferee of real property, concerning deaths on the real property."

D. **Condominiums and Other Common Interest Subdivisions:** If the Property is a condominium, townhouse, or other property in a common interest subdivision, you must provide to the buyer copies of the governing documents, the most recent financial statements distributed, and other documents required by law or contract. If you do not have a current version of these documents, you can request them from the management of your homeowner's association. To avoid delays, you are encouraged to obtain these documents as soon as possible, even if you have not yet entered into a purchase agreement to sell your Property.

3. **CONTRACT TERMS AND LEGAL REQUIREMENTS:**

A. **Contract Terms and Conditions:** A buyer may request, as part of the contract for the sale of your Property, that you pay for repairs to the Property and other items. Your decision on whether or not to comply with a buyer's requests may affect your ability to sell your Property at a specified price.

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Seller's Initials JSB ( )

SA REVISED 12/15 (PAGE 1 OF 2)



**SELLER'S ADVISORY (SA PAGE 1 OF 2)**

Keller Williams Studio City, 4061 Laurel Canyon Blvd Studio City CA 91604  
Philip Seymour

Phone: 3106129800 Fax: 8184321501 2101 N. Westwood  
Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 [www.ziplogix.com](http://www.ziplogix.com)

Property Address: A single family residence located at

Date: \_\_\_\_\_

- B. Withholding Taxes:** Under federal and California tax laws, a buyer is required to withhold a portion of the purchase price from your sale proceeds for tax purposes unless you sign an affidavit of non-foreign status and California residency, or some other exemption applies and is documented.
- C. Prohibition Against Discrimination:** Discriminatory conduct in the sale of real property against individuals belonging to legally protected classes is a violation of the law.
- D. Government Required Repairs, Replacements and Alterations:** Under State law, Property owners with limited exceptions, are required to: (1) install operable smoke alarms and brace water heaters and provide a Buyer with a statement of compliance. Existing operable smoke alarms, that met compliance standards when installed, do not have to be removed even if not up to current legal requirements. Smoke alarms that are added or that replace older versions must comply with current law; and (2) install carbon monoxide detection devices. Some city and county governments may impose additional requirements, including, but not limited to, installing low-flow toilets and showerheads, gas shut-off valves, tempered glass, and barriers around swimming pools and spas. You should consult with the appropriate governmental agencies, inspectors, and other professionals to determine which requirements apply to your Property, the extent to which your Property complies with such requirements, and the costs, if any, of compliance.
- E. EPA's LEAD-BASED PAINT RENOVATION, REPAIR AND PAINTING RULE:** The new rule requires that contractors and maintenance professionals working in pre-1978 housing, child care facilities, and schools with lead-based paint be certified; that their employees be trained; and that they follow protective work practice standards. The rule applies to renovation, repair, or painting activities affecting more than six square feet of lead-based paint in a room or more than 20 square feet of lead-based paint on the exterior. Enforcement of the rule begins October 1, 2010. See the EPA website at [www.epa.gov/lead](http://www.epa.gov/lead) for more information.
- F. Legal, Tax and Other Implications:** Selling your Property may have legal, tax, insurance, title or other implications. You should consult an appropriate professional for advice on these matters.
- 4. MARKETING CONSIDERATIONS:**
- A. Pre-Sale Inspections and Considerations:** You should consider doing what you can to prepare your Property for sale, such as correcting any defects or other problems, making cosmetic improvements, and staging. Many people are not aware of defects in or problems with their own Property. One way to make yourself aware is to obtain professional inspections prior to sale. Pre-sale inspections may include a general property inspection; an inspection for wood destroying pest and organisms (Structural Pest Control Report) and an inspection of the septic or well systems, if any, among others. By doing this, you then have an opportunity to make repairs before your Property is sold, which may enhance its marketability. Keep in mind, however, that any problems revealed by such inspection reports or repairs that have been made, whether or not disclosed in a report, should be disclosed to the buyer (see "Disclosures" in paragraph 2 above). This is true even if the buyer gets his/her own inspections covering the same area. Obtaining inspection reports may also assist you during contract negotiations with the buyer. For example, if a Structural Pest Control Report has both a primary and secondary recommendation for clearance, you may want to specify in the purchase agreement those recommendations, if any, for which you are going to pay.
- B. Post-Sale Protections:** It is often helpful to provide the buyer with, among other things, a home protection/warranty plan for the Property. These plans will generally cover problems, not deemed to be pre-existing, that occur after your sale is completed. In the event something does go wrong after the sale, and it is covered by the plan, the buyer may be able to resolve the concern by contacting the home protection company.
- C. Safety Precautions:** Advertising and marketing your Property for sale, including, but not limited to, holding open houses, placing a keysafe/lockbox, erecting FOR SALE signs, and disseminating photographs, video tapes, and virtual tours of the premises, may jeopardize your personal safety and that of your Property. You are strongly encouraged to maintain insurance, and to take any and all possible precautions and safeguards to protect yourself, other occupants, visitors, your Property, and your belongings, including cash, jewelry, drugs, firearms and other valuables located on the Property, against injury, theft, loss, vandalism, damage, and other harm.
- D. Expenses:** You are advised that you, not the Broker, are responsible for the fees and costs, if any, to comply with your duties and obligations to the buyer of your Property.
- 5. OTHER ITEMS:** \_\_\_\_\_

Seller has read and understands this Advisory. By signing below, Seller acknowledges receipt of a copy of this document.

Seller Jeffrey E Brandon Date 1/16/20  
Print Name Jeffrey Brandon in his Sole Capacity as Receiver

Seller \_\_\_\_\_ Date \_\_\_\_\_  
Print Name \_\_\_\_\_

Real Estate Broker (Listing Firm) Keller Williams Studio City DRE Lic.#: 01428774  
By Philip Seymour DRE Lic.# 00630158 Date \_\_\_\_\_  
By \_\_\_\_\_ DRE Lic.# \_\_\_\_\_ Date \_\_\_\_\_  
Address 4061 Laurel Canyon Blvd City Studio City State CA Zip 91604  
Telephone (310)612-9800 Fax (818)432-1501 E-mail phil@theseymourgroup.net

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SELLER'S ADVISORY (SA PAGE 2 OF 2)

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2101 N. Westwood







CALIFORNIA  
ASSOCIATION  
OF REALTORS®

**CALIFORNIA CONSUMER PRIVACY ACT ADVISORY**  
(C.A.R. Form CCPA, 12/19)

As of January 1, 2020, the California Consumer Privacy Act (commencing with Civil Code § 1798.100) ("CCPA") grants to California residents certain rights in their private, personal information that is collected by companies with whom they do business. Under the CCPA, "personal information" is defined broadly to encompass non-public records information that could reasonably be linked directly or indirectly to you, including, potentially, photographs of or sales information about your property. Some of your personal information will be collected and likely shared with others during the process of buying and selling real estate. Depending on the situation, you may have the right to "opt out" or stop the transfer of your personal information to others and request that certain businesses delete your personal information altogether. Not all businesses you interact with are required to comply with the law, primarily just those who meet the criteria of a covered "Business" as set forth in Section 1798.140 (c)]. For more information, you may ask your Broker for a copy of the C.A.R. Legal Q&A on the subject.

A real estate broker is likely to submit personal information to a Multiple Listing Service ("MLS") in order to help find a buyer for a seller's property. Through the MLS, the information is made available to real estate brokers and salespeople, and others. Even after a sale is complete, the MLS distributes sales information to the real estate community. Brokers, agents and MLSs may also share your personal information with others who post the personal information on websites or elsewhere, or otherwise use it. Thus, there are various service providers and companies in a real estate transaction who may be engaged in using or sharing data involving your personal information.

If your broker is a covered Business, it should have a privacy policy explaining your rights on its website and giving you an opportunity to request that personal information not be shared, used and even deleted. Even if your real estate brokerage is a covered Business, it needs, and is allowed, to keep your information to effectuate a sale and, by law, is required to maintain such information for three years to comply with regulatory requirements. Not all brokers are covered Businesses, however, and those that are not, do not have to comply with the CCPA.

Similarly, most MLSs will not be considered a covered Business. Instead, the MLS may be considered a Third Party in the event a covered Business (ex: brokerages, real estate listing aggregation or advertising internet sites or other outlets who meet the criteria of covered Businesses) exchanges personal information with the MLS. You do not have the right under the CCPA to require a Third Party to delete your personal information. And like real estate brokerages, even if an MLS is a covered Business, MLSs are also required by law to retain and make accessible in its computer system any and all listing and other information for three years.

Whether an MLS is a covered Business or a Third Party, you have a right to be notified about the sharing of your personal information and your right to contact a covered Business to opt out of your personal information being used, or shared with Third Parties. Since the MLSs and/or other entities receiving your personal information do not have direct contact with buyers and sellers and also may not be aware of which entities exchanging personal information are covered Businesses, this form is being used to notify you of your rights under the CCPA and your ability to direct requests to covered Businesses not to share personal information with Third Parties. One way to limit access to your personal information, is to inform your broker or salesperson you want to opt-out of the MLS, and if so, you will be asked to sign a document (Form SELM) confirming your request to keep your listing off the MLS. However, if you do so, it may be more difficult to sell your property or obtain the highest price for it because your property will not be exposed to the greatest number of real estate licensees and others.

**I/we acknowledge receipt of a copy of this California Consumer Privacy Act Advisory.**

Buyer/Seller/Landlord/Tenant

*Jeffrey E Brandelin*

Date

*1/16/20*

Buyer/Seller/Landlord/Tenant

Date

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CCPA 12/19 (PAGE 1 OF 1)

**CALIFORNIA CONSUMER PRIVACY ACT ADVISORY (CCPA PAGE 1 OF 1)**

Keller Williams Studio City, 4061 Laurel Canyon Blvd Studio City CA 91604  
Philip Seymour

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Phone: 3106129800

Fax: 8184321501

2101 N. Westwood

### **ADDENDUM TO LISTING AGREEMENT**

The Residential Listing Agreement (the "Listing Agreement") entered into between Jeffrey Brandlin, in his capacity as the receiver for NTV Financial Group, Inc., and Keller Williams Studio City (the "Broker") with respect to the property located at 2101 N. Westwood Avenue, Santa Ana, CA 92706 (the "Property"), is amended by the following terms and conditions:

1. **Addendum.** This Agreement is an addendum to the Listing Agreement. In the event of a conflict with the provisions of the Listing Agreement and notwithstanding any contrary term in the Listing Agreement, this Addendum shall apply.
2. **Court Approval.** The Listing Agreement is subject to the approval of the District Court presiding over the receivership estate. In the event that approval is not obtained, the Listing Agreement shall be of no further force and effect. The Receiver agrees to seek Court approval as soon as reasonably practicable after execution of the Listing Agreement.
3. **No Liability.** The Receiver is listing the Property for sale in his capacity as the Receiver for NTV Financial Group, Inc., and not in his personal capacity, and no liability or obligations shall accrue to him personally as a result of such listing.
4. **Termination.** If the Receiver determines that abandonment of the Property is in the best interests of the receivership estate, he may terminate the Listing Agreement and no liability or obligations shall accrue to the receivership estate or NTV Financial Group, Inc. as a result of any such termination.
5. **Conditions of Sale.** The Broker agrees and understands that any sale of the Property shall be subject to the following terms and conditions:
  - a. The Receiver is signing any documents and taking any actions in his capacity as the Receiver and not in his personal capacity, and no liability or obligation shall accrue to him personally as a result of any sale;
  - b. If for any reason, or no reason whatsoever, the Receiver is unable to deliver possession or title to the Property to any potential purchaser, the purchaser's sole remedy shall be the return of any money that the purchaser has deposited towards the purchase of the Property;
  - c. The Receiver is selling the Property in an "AS IS" condition or basis by quitclaim deed without any representations or warranties whatsoever, including without limitation representations or warranties as to title, oil and mineral rights, city or government agency notifications regarding work to be done, marketability of title, ownership, physical condition, compliance with state, city or federal statutes, codes, ordinances, or regulations, geological stability, zoning, suitability for improvements on the Property, nor any assurances regarding the sub-divisibility of the Property;
  - d. The sale of the Property is subject to District Court approval after notice to all parties required to be noticed by the Court; the sale is also subject to overbid at public sale;

- e. The purchaser shall, at the purchaser's sole expense, acquire any and all insurance policies that the purchaser desires to cover the Property. The Receiver does not agree to acquire or transfer any insurance policies to the purchaser;
- f. The purchaser is to arrange for all financing of the acquisition of the Property before the close of escrow;
- g. All escrow fees shall be shared and paid on a 50/50 basis by the receivership estate and the purchaser;
- h. The purchaser shall, at the purchaser's sole expense, install all smoke detectors, if any, as may be required by state or local law. The Receiver is not required to deliver to the purchaser a written statement of compliance with any applicable state and local law;
- i. The purchaser shall, at purchaser's sole expense, obtain any and all pest control inspection repairs that purchaser deems appropriate;
- j. If any local ordinance requires that the Property be brought into compliance with minimum energy conservation standards as a condition of sale or transfer, the purchaser shall comply with and pay for these requirements at purchaser's sole expense;
- k. Any sale is subject to the following conditions being satisfied before the close of escrow:
  - (1) The Receiver must obtain approval of the District Court and prevail with respect to any objections to the proposed sale;
- l. The Property is being sold subject to:
  - (1) All general and special taxes that are presently due, or may become due, regarding the Property, other than property taxes, which shall be prorated as of the close of escrow;
  - (2) Any and all easements, restrictions, rights and conditions of record and rights of way, against, on or regarding the Property. Title, however, is to be transferred free of secured claims of record;

6. Payment of Commission. The commission to be paid to Broker shall only be paid from the proceeds of the sale of the Property. The payment of commission is subject to prior approval of the District Court.

7. Entire Agreement. The Listing Agreement and Addendum constitute the entire contract between the parties regarding the listing of the Property for sale. Its terms are intended by the parties as a final expression of their agreement with respect to such terms as are included herein, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. The parties further intend that this agreement constitutes the complete, final and exclusive statement of its terms and that no extrinsic evidence whatsoever may be introduced in any judicial or arbitration proceeding, if any, involving this agreement.

8. District Court Jurisdiction. The District Court presiding over the receivership estate shall have exclusive jurisdiction to resolve any and all disputes relating to the Listing Agreement

sitting without jury, which is specifically waived. For purposes of clarity, this provision modifies the arbitration provision in the Listing Agreement. The Listing Agreement and any disputes related thereto shall be governed by California law.

Dated: 1/16/20, 2020

Seller:

Jeffrey E. Brandlin  
By: Jeffrey Brandlin, solely in his capacity as  
the Receiver for NTV Financial Group, Inc.

Dated: 2/11, 2020

Broker: Keller Williams Studio City

Philip Seymour  
Philip Seymour





CALIFORNIA  
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**DISCLOSURE REGARDING  
REAL ESTATE AGENCY RELATIONSHIP**

(Seller's Brokerage Firm to Seller)  
(As required by the Civil Code)  
(C.A.R. Form AD, Revised 12/18)

☐ (If checked) This form is being provided in connection with a transaction for a leasehold interest exceeding one year as per Civil Code section 2079.13(j), (k) and (l).

When you enter into a discussion with a real estate agent regarding a real estate transaction, you should from the outset understand what type of agency relationship or representation you wish to have with the agent in the transaction.

**SELLER'S AGENT**

A Seller's agent under a listing agreement with the Seller acts as the agent for the Seller only. A Seller's agent or a subagent of that agent has the following affirmative obligations:

To the Seller: A fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Seller.

To the Buyer and the Seller:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
- (b) A duty of honest and fair dealing and good faith.
- (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties. An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

**BUYER'S AGENT**

A Buyer's agent can, with a Buyer's consent, agree to act as agent for the Buyer only. In these situations, the agent is not the Seller's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Seller. An agent acting only for a Buyer has the following affirmative obligations:

To the Buyer: A fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Buyer.

To the Buyer and the Seller:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
- (b) A duty of honest and fair dealing and good faith.
- (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties. An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

**AGENT REPRESENTING BOTH SELLER AND BUYER**

A real estate agent, either acting directly or through one or more salespersons and broker associates, can legally be the agent of both the Seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer.

In a dual agency situation, the agent has the following affirmative obligations to both the Seller and the Buyer:

- (a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either the Seller or the Buyer.
- (b) Other duties to the Seller and the Buyer as stated above in their respective sections.

In representing both Seller and Buyer, a dual agent may not, without the express permission of the respective party, disclose to the other party confidential information, including, but not limited to, facts relating to either the Buyer's or Seller's financial position, motivations, bargaining position, or other personal information that may impact price, including the Seller's willingness to accept a price less than the listing price or the Buyer's willingness to pay a price greater than the price offered.

**SELLER AND BUYER RESPONSIBILITIES**

Either the purchase agreement or a separate document will contain a confirmation of which agent is representing you and whether that agent is representing you exclusively in the transaction or acting as dual agent. Please pay attention to that confirmation to make sure it accurately reflects your understanding of your agent's role.

The above duties of the agent in a real estate transaction do not relieve a Seller or Buyer from the responsibility to protect his or her own interests. You should carefully read all agreements to assure that they adequately express your understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional.

If you are a Buyer, you have the duty to exercise reasonable care to protect yourself, including as to those facts about the property which are known to you or within your diligent attention and observation.

Both Sellers and Buyers should strongly consider obtaining tax advice from a competent professional because the federal and state tax consequences of a transaction can be complex and subject to change.

Throughout your real property transaction you may receive more than one disclosure form, depending upon the number of agents assisting in the transaction. The law requires each agent with whom you have more than a casual relationship to present you with this disclosure form. You should read its contents each time it is presented to you, considering the relationship between you and the real estate agent in your specific transaction. **This disclosure form includes the provisions of Sections 2079.13 to 2079.24, inclusive, of the Civil Code set forth on page 2. Read it carefully. I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE AND THE PORTIONS OF THE CIVIL CODE PRINTED ON THE BACK (OR A SEPARATE PAGE).**

☐ Buyer ☒ Seller ☐ Landlord ☐ Tenant Jeffrey & Brandin  
Jeffrey Brandin in his Sole Capacity as Receiver

Date 1/16/20

☐ Buyer ☐ Seller ☐ Landlord ☐ Tenant

Date \_\_\_\_\_

Agent Keller Williams Studio City  
Real Estate Broker (Firm)

DRE Lic. # 01428774

By Philip Seymour DRE Lic. # 00630158  
(Salesperson or Broker-Associate, if any) Philip Seymour

Date 2/11/2020

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**DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP (AD PAGE 1 OF 2)**

Keller Williams Studio City, 4061 Laurel Canyon Blvd Studio City CA 91604  
Philip Seymour

Phone: 3106129800 Fax: 8184321501 2101 N. Westwood  
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**CIVIL CODE SECTIONS 2079.13 – 2079.24 (2079.16 APPEARS ON THE FRONT)**

2079.13. As used in Sections 2079.7 and 2079.14 to 2079.24, inclusive, the following terms have the following meanings:

(a) "Agent" means a person acting under provisions of Title 9 (commencing with Section 2295) in a real property transaction, and includes a person who is licensed as a real estate broker under Chapter 3 (commencing with Section 10130) of Part 1 of Division 4 of the Business and Professions Code, and under whose license a listing is executed or an offer to purchase is obtained. The agent in the real property transaction bears responsibility for that agent's salespersons or broker associates who perform as agents of the agent. When a salesperson or broker associate owes a duty to any principal, or to any buyer or seller who is not a principal, in a real property transaction, that duty is equivalent to the duty owed to that party by the broker for whom the salesperson or broker associate functions. (b) "Buyer" means a transferee in a real property transaction, and includes a person who executes an offer to purchase real property from a seller through an agent, or who seeks the services of an agent in more than a casual, transitory, or preliminary manner, with the object of entering into a real property transaction. "Buyer" includes vendee or lessee of real property. (c) "Commercial real property" means all real property in the state, except (1) single-family residential real property, (2) dwelling units made subject to Chapter 2 (commencing with Section 1940) of Title 5, (3) a mobilehome, as defined in Section 798.3, (4) vacant land, or (5) a recreational vehicle, as defined in Section 799.29. (d) "Dual agent" means an agent acting, either directly or through a salesperson or broker associate, as agent for both the seller and the buyer in a real property transaction. (e) "Listing agreement" means a written contract between a seller of real property and an agent, by which the agent has been authorized to sell the real property or to find or obtain a buyer, including rendering other services for which a real estate license is required to the seller pursuant to the terms of the agreement. (f) "Seller's agent" means a person who has obtained a listing of real property to act as an agent for compensation. (g) "Listing price" is the amount expressed in dollars specified in the listing for which the seller is willing to sell the real property through the seller's agent. (h) "Offering price" is the amount expressed in dollars specified in an offer to purchase for which the buyer is willing to buy the real property. (i) "Offer to purchase" means a written contract executed by a buyer acting through a buyer's agent that becomes the contract for the sale of the real property upon acceptance by the seller. (j) "Real property" means any estate specified by subdivision (1) or (2) of Section 761 in property, and includes (1) single-family residential property, (2) multiunit residential property with more than four dwelling units, (3) commercial real property, (4) vacant land, (5) a ground lease coupled with improvements, or (6) a manufactured home as defined in Section 18007 of the Health and Safety Code, or a mobilehome as defined in Section 18008 of the Health and Safety Code, when offered for sale or sold through an agent pursuant to the authority contained in Section 10131.6 of the Business and Professions Code. (k) "Real property transaction" means a transaction for the sale of real property in which an agent is retained by a buyer, seller, or both a buyer and seller to act in that transaction, and includes a listing or an offer to purchase. (l) "Sell," "sale," or "sold" refers to a transaction for the transfer of real property from the seller to the buyer and includes exchanges of real property between the seller and buyer, transactions for the creation of a real property sales contract within the meaning of Section 2985, and transactions for the creation of a leasehold exceeding one year's duration. (m) "Seller" means the transferor in a real property transaction and includes an owner who lists real property with an agent, whether or not a transfer results, or who receives an offer to purchase real property of which he or she is the owner from an agent on behalf of another. "Seller" includes both a vendor and a lessor of real property. (n) "Buyer's agent" means an agent who represents a buyer in a real property transaction.

2079.14. A seller's agent and buyer's agent shall provide the seller and buyer in a real property transaction with a copy of the disclosure form specified in Section 2079.16, and shall obtain a signed acknowledgment of receipt from that seller and buyer, except as provided in Section 2079.15, as follows: (a) The seller's agent, if any, shall provide the disclosure form to the seller prior to entering into the listing agreement. (b) The buyer's agent shall provide the disclosure form to the buyer as soon as practicable prior to execution of the buyer's offer to purchase. If the offer to purchase is not prepared by the buyer's agent, the buyer's agent shall present the disclosure form to the buyer not later than the next business day after receiving the offer to purchase from the buyer.

2079.15. In any circumstance in which the seller or buyer refuses to sign an acknowledgment of receipt pursuant to Section 2079.14, the agent shall set forth, sign, and date a written declaration of the facts of the refusal.

2079.16 Reproduced on Page 1 of this AD form.

2079.17(a) As soon as practicable, the buyer's agent shall disclose to the buyer and seller whether the agent is acting in the real property transaction as the buyer's agent, or as a dual agent representing both the buyer and the seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller, the buyer, and the buyer's agent prior to or coincident with execution of that contract by the buyer and the seller, respectively. (b) As soon as practicable, the seller's agent shall disclose to the seller whether the seller's agent is acting in the real property transaction as the seller's agent, or as a dual agent representing both the buyer and seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller and the seller's agent prior to or coincident with the execution of that contract by the seller.

CONFIRMATION: The following agency relationships are confirmed for this transaction:

Seller's Brokerage Firm DO NOT COMPLETE. SAMPLE ONLY License Number \_\_\_\_\_  
Is the broker of (check one): ☐ the seller; or ☐ both the buyer and seller. (dual agent)  
Seller's Agent DO NOT COMPLETE. SAMPLE ONLY License Number \_\_\_\_\_  
Is (check one): ☐ the Seller's Agent. (salesperson or broker associate) ☐ both the Buyer's and Seller's Agent. (dual agent)  
Buyer's Brokerage Firm DO NOT COMPLETE. SAMPLE ONLY License Number \_\_\_\_\_  
Is the broker of (check one): ☐ the buyer; or ☐ both the buyer and seller. (dual agent)  
Buyer's Agent DO NOT COMPLETE. SAMPLE ONLY License Number \_\_\_\_\_  
Is (check one): ☐ the Buyer's Agent. (salesperson or broker associate) ☐ both the Buyer's and Seller's Agent. (dual agent)

(d) The disclosures and confirmation required by this section shall be in addition to the disclosure required by Section 2079.14. An agent's duty to provide disclosure and confirmation of representation in this section may be performed by a real estate salesperson or broker associate affiliated with that broker.

2079.18 (Repealed pursuant to AB-1289)

2079.19 The payment of compensation or the obligation to pay compensation to an agent by the seller or buyer is not necessarily determinative of a particular agency relationship between an agent and the seller or buyer. A listing agent and a selling agent may agree to share any compensation or commission paid, or any right to any compensation or commission for which an obligation arises as the result of a real estate transaction, and the terms of any such agreement shall not necessarily be determinative of a particular relationship.

2079.20 Nothing in this article prevents an agent from selecting, as a condition of the agent's employment, a specific form of agency relationship not specifically prohibited by this article if the requirements of Section 2079.14 and Section 2079.17 are complied with.

2079.21 (a) A dual agent may not, without the express permission of the seller, disclose to the buyer any confidential information obtained from the seller. (b) A dual agent may not, without the express permission of the buyer, disclose to the seller any confidential information obtained from the buyer. (c) "Confidential information" means facts relating to the client's financial position, motivations, bargaining position, or other personal information that may impact price, such as the seller is willing to accept a price less than the listing price or the buyer is willing to pay a price greater than the price offered. (d) This section does not alter in any way the duty or responsibility of a dual agent to any principal with respect to confidential information other than price.

2079.22 Nothing in this article precludes a seller's agent from also being a buyer's agent. If a seller or buyer in a transaction chooses to not be represented by an agent, that does not, of itself, make that agent a dual agent.

2079.23 A contract between the principal and agent may be modified or altered to change the agency relationship at any time before the performance of the act which is the object of the agency with the written consent of the parties to the agency relationship.

2079.24 Nothing in this article shall be construed to either diminish the duty of disclosure owed buyers and sellers by agents and their associate licensees, subagents, and employees or to relieve agents and their associate licensees, subagents, and employees from liability for their conduct in connection with acts governed by this article or for any breach of a fiduciary duty or a duty of disclosure.

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AD REVISED 12/18 (PAGE 2 OF 2)

**DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP (AD PAGE 2 OF 2)**

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2101 N. Westwood



CALIFORNIA  
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# **POSSIBLE REPRESENTATION OF MORE THAN ONE BUYER OR SELLER - DISCLOSURE AND CONSENT**

(C.A.R. Form PRBS, Revised 12/18)

A real estate broker (Broker), whether a corporation, partnership or sole proprietorship, may represent more than one buyer or seller. This multiple representation can occur through an individual licensed as a broker or salesperson or through different individual broker's or salespersons (associate licensees) acting under the Broker's license. The associate licensees may be working out of the same or different office locations.

**Multiple Buyers:** Broker (individually or through its associate licensees) may be working with many prospective buyers at the same time. These prospective buyers may have an interest in, and make offers on, the same properties. Some of these properties may be listed with Broker and some may not. Broker will not limit or restrict any particular buyer from making an offer on any particular property whether or not Broker represents other buyers interested in the same property.

**Multiple Sellers:** Broker (individually or through its associate licensees) may have listings on many properties at the same time. As a result, Broker will attempt to find buyers for each of those listed properties. Some listed properties may appeal to the same prospective buyers. Some properties may attract more prospective buyers than others. Some of these prospective buyers may be represented by Broker and some may not. Broker will market all listed properties to all prospective buyers whether or not Broker has another or other listed properties that may appeal to the same prospective buyers.

**Dual Agency:** If Seller is represented by Broker, Seller acknowledges that broker may represent prospective buyers of Seller's property and consents to Broker acting as a dual agent for both seller and buyer in that transaction. If Buyer is represented by Broker, buyer acknowledges that Broker may represent sellers of property that Buyer is interested in acquiring and consents to Broker acting as a dual agent for both buyer and seller with regard to that property.

In the event of dual agency, seller and buyer agree that: a dual agent may not, without the express permission of the respective party, disclose to the other party confidential information, including, but not limited to, facts relating to either the buyer's or seller's financial position, motivations, bargaining position, or other personal information that may impact price, including the seller's willingness to accept a price less than the listing price or the buyer's willingness to pay a price greater than the price offered; and except as set forth above, a dual agent is obligated to disclose known facts materially affecting the value or desirability of the Property to both parties.

**Offers not necessarily confidential:** Buyer is advised that seller or listing agent may disclose the existence, terms, or conditions of buyer's offer unless all parties and their agent have signed a written confidentiality agreement. Whether any such information is actually disclosed depends on many factors, such as current market conditions, the prevailing practice in the real estate community, the listing agent's marketing strategy and the instructions of the seller.

Buyer and seller understand that Broker may represent more than one buyer or more than one seller and even both buyer and seller on the same transaction and consents to such relationships.

**Seller and/or Buyer acknowledges reading and understanding this Possible Representation of More Than One Buyer or Seller - Disclosure and Consent and agrees to the agency possibilities disclosed.**

Seller Jeffrey E Brandlin Jeffrey Brandlin in his Sole Capacity as Receiver Date 1/10/20  
Seller \_\_\_\_\_ Date \_\_\_\_\_

Buyer \_\_\_\_\_ Date \_\_\_\_\_  
Buyer \_\_\_\_\_ Date \_\_\_\_\_

Buyer's Brokerage Firm \_\_\_\_\_ DRE Lic # \_\_\_\_\_ Date \_\_\_\_\_  
By \_\_\_\_\_ DRE Lic # \_\_\_\_\_ Date \_\_\_\_\_

Seller's Brokerage Firm Keller Williams Studio City DRE Lic # 01428774 Date 2/11/20  
By Philip Seymour DRE Lic # 00630158 Date 2/11/20

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PRBS REVISED 12/18 (PAGE 1 OF 1)

**POSSIBLE REPRESENTATION OF MORE THAN ONE BUYER OR SELLER (PRBS PAGE 1 OF 1)**

Keller Williams Studio City, 4061 Laurel Canyon Blvd Studio City CA 91604  
Philip Seymour

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Phone: 3106129800

Fax: 8184321501

2101 N. Westwood







**WIRE FRAUD AND ELECTRONIC FUNDS  
TRANSFER ADVISORY**  
(C.A.R. Form WFA, Revised 12/17)

Property Address: A single family residence located at ("Property").

**WIRE FRAUD AND ELECTRONIC FUNDS TRANSFERS ADVISORY:**

The ability to communicate and conduct business electronically is a convenience and reality in nearly all parts of our lives. At the same time, it has provided hackers and scammers new opportunities for their criminal activity. Many businesses have been victimized and the real estate business is no exception.

While wiring or electronically transferring funds is a welcome convenience, we all need to exercise extreme caution. Emails attempting to induce fraudulent wire transfers have been received and have appeared to be legitimate. Reports indicate that some hackers have been able to intercept emailed transfer instructions, obtain account information and, by altering some of the data, redirect the funds to a different account. It also appears that some hackers were able to provide false phone numbers for verifying the wiring or funds transfer instructions. In those cases, the victim called the number provided to confirm the instructions, and then unwittingly authorized a transfer to somewhere or someone other than the intended recipient.

**ACCORDINGLY, YOU ARE ADVISED:**

1. Obtain phone numbers and account numbers only from Escrow Officers, Property Managers, or Landlords at the beginning of the transaction.
2. DO NOT EVER WIRE OR ELECTRONICALLY TRANSFER FUNDS PRIOR TO CALLING TO CONFIRM THE TRANSFER INSTRUCTIONS. ONLY USE A PHONE NUMBER YOU WERE PROVIDED PREVIOUSLY. Do not use any different phone number or account number included in any emailed transfer instructions.
3. Orally confirm the transfer instruction is legitimate and confirm the bank routing number, account numbers and other codes before taking steps to transfer the funds.
4. Avoid sending personal information in emails or texts. Provide such information in person or over the telephone directly to the Escrow Officer, Property Manager, or Landlord.
5. Take steps to secure the system you are using with your email account. These steps include creating strong passwords, using secure WiFi, and not using free services.

If you believe you have received questionable or suspicious wire or funds transfer instructions, immediately notify your bank, and the other party, and the Escrow Office, Landlord, or Property Manager. The sources below, as well as others, can also provide information:

Federal Bureau of Investigation: <https://www.fbi.gov/>; the FBI's IC3 at [www.ic3.gov](http://www.ic3.gov); or 310-477-6565

National White Collar Crime Center: <http://www.nw3c.org/>

On Guard Online: <https://www.onguardonline.gov/>

**NOTE: There are existing alternatives to electronic and wired fund transfers such as cashier's checks. By signing below, the undersigned acknowledge that each has read, understands and has received a copy of this Wire Fraud and Electronic Funds Transfer Advisory.**

Buyer/Tenant	_____	Date	_____
Buyer/Tenant	_____	Date	_____
Seller/Landlord	<u>Jeffrey E Brandlin</u>	Jeffrey Brandlin in his Sole Capacity as Receiver	Date <u>1/16/20</u>
Seller/Landlord	_____	Date	_____

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**WFA REVISED 12/17 (PAGE 1 OF 1)**

**WIRE FRAUD AND ELECTRONIC FUNDS TRANSFER ADVISORY (WFA PAGE 1 OF 1)**

Keller Williams Studio City, 4061 Laurel Canyon Blvd Studio City CA 91604  
Philip Seymour

Phone: 3106129800

Fax: 8184321501

2101 N. Westwood

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**EXHIBIT "3"**



CALIFORNIA  
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**RESIDENTIAL LISTING AGREEMENT**  
(Exclusive Authorization and Right to Sell)  
(C.A.R. Form RLA, Revised 12/19)

Date Prepared: \_\_\_\_\_

1. **EXCLUSIVE RIGHT TO SELL:** Jeffrey Brandlin in his Sole Capacity as Receiver ("Seller")  
hereby employs and grants Keller Williams Studio City ("Broker")  
beginning (date) \_\_\_\_\_ and ending at 11:59 P.M. on (date) \_\_\_\_\_ ("Listing Period")  
the exclusive and irrevocable right to sell or exchange the real property described as A condominium located at 2506 Monte Carlo Dr # 3, situated in Santa Ana (City),  
Orange (County), California, 92706-2102 (Zip Code), Assessor's Parcel No. 935-720-03 ("Property").

☐ This Property is a manufactured (mobile) home. See addendum for additional terms.

☐ This Property is being sold as part of a probate, conservatorship or guardianship. See addendum for additional terms.

2. **LISTING PRICE AND TERMS:**

A. The listing price shall be: Three Hundred Eighty-Nine Thousand Dollars (\$ 389,000.00 ).

B. Listing Terms: All Cash at close of Escrow

3. **COMPENSATION TO BROKER:**

**Notice: The amount or rate of real estate commissions is not fixed by law. They are set by each Broker individually and may be negotiable between Seller and Broker (real estate commissions include all compensation and fees to Broker).**

A. Seller agrees to pay to Broker as compensation for services irrespective of agency relationship(s), either ☒ 5.000 percent of the listing price (or if a purchase agreement is entered into, of the purchase price), or ☐ \$ \_\_\_\_\_, as follows:

(1) If during the Listing Period, or any extension, Broker, cooperating broker, Seller or any other person procures a ready, willing, and able buyer(s) whose offer to purchase the Property on any price and terms is accepted by Seller, provided the Buyer completes the transaction or is prevented from doing so by Seller. (Broker is entitled to compensation whether any escrow resulting from such offer closes during or after the expiration of the Listing Period, or any extension.)

OR (2) If within 90 calendar days (a) after the end of the Listing Period or any extension; or (b) after any cancellation of this Agreement, unless otherwise agreed, Seller enters into a contract to sell, convey, lease or otherwise transfer the Property to anyone ("Prospective Buyer") or that person's related entity: (i) who physically entered and was shown the Property during the Listing Period or any extension by Broker or a cooperating broker; or (ii) for whom Broker or any cooperating broker submitted to Seller a signed, written offer to acquire, lease, exchange or obtain an option on the Property. Seller, however, shall have no obligation to Broker under paragraph 3A(2) unless, not later than the end of the Listing Period or any extension or cancellation, Broker has given Seller a written notice of the names of such Prospective Buyers.

OR (3) If, without Broker's prior written consent, the Property is withdrawn from sale, conveyed, leased, rented, otherwise transferred, or made unmarketable by a voluntary act of Seller during the Listing Period, or any extension.

B. If completion of the sale is prevented by a party to the transaction other than Seller, then compensation which otherwise would have been earned under paragraph 3A shall be payable only if and when Seller collects damages by suit, arbitration, settlement or otherwise, and then in an amount equal to the lesser of one-half of the damages recovered or the above compensation, after first deducting title and escrow expenses and the expenses of collection, if any.

C. In addition, Seller agrees to pay Broker: N/A

D. Seller has been advised of Broker's policy regarding cooperation with, and the amount of compensation offered to, other brokers.

(1) Broker is authorized to cooperate with and compensate brokers participating through the multiple listing service(s) ("MLS") by offering to MLS brokers out of Broker's compensation specified in 3A, either ☒ 2.500 percent of the purchase price, or ☐ \$ \_\_\_\_\_.

(2) Broker is authorized to cooperate with and compensate brokers operating outside the MLS as per Broker's policy.

E. Seller hereby irrevocably assigns to Broker the above compensation from Seller's funds and proceeds in escrow. Broker may submit this Agreement, as instructions to compensate Broker pursuant to paragraph 3A, to any escrow regarding the Property involving Seller and a buyer, Prospective Buyer or other transferee.

F. (1) Seller represents that Seller has not previously entered into a listing agreement with another broker regarding the Property, unless specified as follows: N/A

(2) Seller warrants that Seller has no obligation to pay compensation to any other broker regarding the Property unless the Property is transferred to any of the following individuals or entities: N/A

(3) If the Property is sold to anyone listed above during the time Seller is obligated to compensate another broker: (i) Broker is not entitled to compensation under this Agreement; and (ii) Broker is not obligated to represent Seller in such transaction.





Property Address: A condominium located at 2506 Monte Carlo Dr # 3, Santa Ana, CA 92706-2102

Date: \_\_\_\_\_

4. A. **ITEMS EXCLUDED AND INCLUDED:** Unless otherwise specified in a real estate purchase agreement, all fixtures and fittings that are attached to the Property are included, and personal property items are excluded, from the purchase price.

**ADDITIONAL ITEMS EXCLUDED:** None

**ADDITIONAL ITEMS INCLUDED:** None

Seller intends that the above items be excluded or included in offering the Property for sale, but understands that: (i) the purchase agreement supersedes any intention expressed above and will ultimately determine which items are excluded and included in the sale; and (ii) Broker is not responsible for and does not guarantee that the above exclusions and/or inclusions will be in the purchase agreement.

- B. (1) **Leased Or Not Owned Items:** The following items are leased or not owned by Seller:

☐ Solar power system      ☐ Alarm system      ☐ Propane tank      ☐ Water Softener  
☐ Other \_\_\_\_\_

(2) **Liened Items:** The following items have been financed and a lien has been placed on the Property to secure payment:

☐ Solar power system      ☐ Windows or doors      ☐ Heating/Ventilation/Air conditioning system  
☐ Other \_\_\_\_\_

Seller will provide to Buyer, as part of the sales agreement, copies of lease documents, or other documents obligating Seller to pay for any such leased or liened item.

5. **MULTIPLE LISTING SERVICE:**

- A. Broker is a participant/subscriber to Orange County Multiple Listing Service (MLS) and possibly others. Unless otherwise instructed in writing the Property will be listed with the MLS(s) specified above. That MLS is (or if checked ☐ is not) the primary MLS for the geographic area of the Property. All terms of the transaction, including sales price and financing, if applicable, (i) will be provided to the MLS in which the property is listed for publication, dissemination and use by persons and entities on terms approved by the MLS and (ii) may be provided to the MLS even if the Property was not listed with the MLS. Seller consents to Broker providing a copy of this listing agreement to the MLS if required by the MLS.

**BENEFITS OF USING THE MLS; IMPACT OF OPTING OUT OF THE MLS; PRESENTING ALL OFFERS**

**WHAT IS AN MLS?** The MLS is a database of properties for sale that is available and disseminated to and accessible by all other real estate agents who are participants or subscribers to the MLS. Property information submitted to the MLS describes the price, terms and conditions under which the Seller's property is offered for sale (including but not limited to the listing broker's offer of compensation to other brokers). It is likely that a significant number of real estate practitioners in any given area are participants or subscribers to the MLS. The MLS may also be part of a reciprocal agreement to which other multiple listing services belong. Real estate agents belonging to other multiple listing services that have reciprocal agreements with the MLS also have access to the information submitted to the MLS. The MLS may further transmit listing information to Internet sites that post property listings online.

**EXPOSURE TO BUYERS THROUGH MLS:** Listing property with an MLS exposes a seller's property to all real estate agents and brokers (and their potential buyer clients) who are participants or subscribers to the MLS or a reciprocating MLS.

**CLOSED/PRIVATE LISTING CLUBS OR GROUPS:** Closed or private listing clubs or groups are not the same as the MLS. The MLS referred to above is accessible to all eligible real estate licensees and provides broad exposure for a listed property. Private or closed listing clubs or groups of licensees may have been formed outside the MLS. Private or closed listing clubs or groups are accessible to a more limited number of licensees and generally offer less exposure for listed property. Whether listing property through a closed, private network - and excluding it from the MLS - is advantageous or disadvantageous to a seller, and why, should be discussed with the agent taking the Seller's listing.

**NOT LISTING PROPERTY IN A LOCAL MLS:** If the Property is listed in an MLS which does not cover the geographic area where the Property is located then real estate agents and brokers working that territory, and Buyers they represent looking for property in the neighborhood, may not be aware the Property is for sale.

**OPTING OUT OF MLS:** If Seller elects to exclude the Property from the MLS, Seller understands and acknowledges that: (a) real estate agents and brokers from other real estate offices, and their buyer clients, who have access to that MLS may not be aware that Seller's Property is offered for sale; (b) Information about Seller's Property will not be transmitted from the MLS to various real estate Internet sites that are used by the public to search for property listings; (c) real estate agents, brokers and members of the public may be unaware of the terms and conditions under which Seller is marketing the Property.

**REDUCTION IN EXPOSURE:** Any reduction in exposure of the Property may lower the number of offers and negatively impact the sales price.

**PRESENTING ALL OFFERS:** Seller understands that Broker must present all offers received for Seller's Property unless Seller gives Broker written instructions to the contrary.

Seller's Initials ( JEB ) ( \_\_\_\_\_ )

Broker's/Agent's Initials ( [Signature] ) ( \_\_\_\_\_ )

Seller's Initials

JEB



RLA REVISED 12/19 (PAGE 2 OF 5)

**RESIDENTIAL LISTING AGREEMENT - EXCLUSIVE (RLA PAGE 2 OF 5)**

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2506 Monte Carlo





Property Address: **A condominium located at 2506 Monte Carlo Dr # 3, Santa Ana, CA 92706-2102**

- D. Confirmation:** Broker shall confirm the agency relationship described above, or as modified, in writing, prior to or concurrent with Seller's execution of a purchase agreement.
- E. Potentially Competing Sellers and Buyers:** Seller understands that Broker may have or obtain listings on other properties, and that potential buyers may consider, make offers on, or purchase through Broker, property the same as or similar to Seller's Property. Seller consents to Broker's representation of sellers and buyers of other properties before, during and after the end of this Agreement. Seller acknowledges receipt of a ☒ "Possible Representation of More than One Buyer or Seller - Disclosure and Consent" (C.A.R. Form PRBS).
- 10. SECURITY, INSURANCE, SHOWINGS, AUDIO AND VIDEO:** Broker is not responsible for loss of or damage to personal or real property, or person, whether attributable to use of a key safe/lockbox, a showing of the Property, or otherwise. Third parties, including, but not limited to, appraisers, inspectors, brokers and prospective buyers, may have access to, and take videos and photographs of, the interior of the Property. Seller agrees: (i) to take reasonable precautions to safeguard and protect valuables that might be accessible during showings of the Property; and (ii) to obtain insurance to protect against these risks. Broker does not maintain insurance to protect Seller. Persons visiting the Property may not be aware that they could be recorded by audio or visual devices installed by Seller (such as "nanny cams" and hidden security cameras). Seller is advised to post notice disclosing the existence of security devices.
- 11. PHOTOGRAPHS AND INTERNET ADVERTISING:**
- A.** In order to effectively market the Property for sale it is often necessary to provide photographs, virtual tours and other media to buyers. Seller agrees (or ☐ if checked, does not agree) that Broker or others may photograph or otherwise electronically capture images of the exterior and interior of the Property ("Images") for static and/or virtual tours of the Property by buyers and others for use on Broker's website, the MLS, and other marketing materials and sites. Seller acknowledges that if Broker engages third parties to capture and/or reproduce and display Images, the agreement between Broker and those third parties may provide such third parties with certain rights to those Images. The rights to the Images may impact Broker's control or lack of control of future use of the Images. If Seller is concerned, Seller should request that Broker provide any third parties' agreement impacting the Images. Seller also acknowledges that once Images are placed on the Internet neither Broker nor Seller has control over who can view such Images and what use viewers may make of the Images, or how long such Images may remain available on the Internet. Seller further assigns any rights in all Images to the Broker and agrees that such Images are the property of Broker and that Broker may use such Images for advertising, including post sale and for Broker's business in the future.
- B.** Seller acknowledges that prospective buyers and/or other persons coming onto the property may take photographs, videos or other images of the property. Seller understands that Broker does not have the ability to control or block the taking and use of Images by any such persons. (If checked ) ☐ Seller instructs Broker to publish in the MLS that taking of Images is limited to those persons preparing Appraisal or Inspection reports. Seller acknowledges that unauthorized persons may take images who do not have access to or have not read any limiting instruction in the MLS or who take images regardless of any limiting instruction in the MLS. Once Images are taken and/or put into electronic display on the Internet or otherwise, neither Broker nor Seller has control over who views such Images nor what use viewers may make of the Images.
- 12. KEYSAFE/LOCKBOX:** A key safe/lockbox is designed to hold a key to the Property to permit access to the Property by Broker, cooperating brokers, MLS participants, their authorized licensees and representatives, authorized inspectors, and accompanied prospective buyers. Broker, cooperating brokers, MLS and Associations/Boards of REALTORS® are not insurers against injury, theft, loss, vandalism or damage attributed to the use of a key safe/lockbox. Seller does (or if checked ☐ does not) authorize Broker to install a key safe/lockbox. If Seller does not occupy the Property, Seller shall be responsible for obtaining occupant(s)' written permission for use of a key safe/lockbox (C.A.R. Form KLA).
- 13. SIGN:** Seller does (or if checked ☐ does not) authorize Broker to install a FOR SALE/SOLD sign on the Property.
- 14. EQUAL HOUSING OPPORTUNITY:** The Property is offered in compliance with federal, state and local anti-discrimination laws.
- 15. ATTORNEY FEES:** In any action, proceeding or arbitration between Seller and Broker to enforce the compensation provisions of this Agreement, the prevailing Seller or Broker shall be entitled to reasonable attorney fees and costs from the non-prevailing Seller or Broker, except as provided in paragraph 19A.
- 16. ADDITIONAL TERMS:** ☐ REO Advisory Listing (C.A.R. Form REOL) ☐ Short Sale Information and Advisory (C.A.R. Form SSIA)  
☐ Trust Advisory (C.A.R. Form TA)  
☐ Seller intends to include a contingency to purchase a replacement property as part of any resulting transaction  
See attached Addendum.  
Delete Para 19. in it's entirety.
- 17. MANAGEMENT APPROVAL:** If an associate-licensee in Broker's office (salesperson or broker-associate) enters into this Agreement on Broker's behalf, and Broker or Manager does not approve of its terms, Broker or Manager has the right to cancel this Agreement, in writing, within 5 Days After its execution.
- 18. SUCCESSORS AND ASSIGNS:** This Agreement shall be binding upon Seller and Seller's successors and assigns.
- 19. DISPUTE RESOLUTION:**
- A. MEDIATION:** Seller and Broker agree to mediate any dispute or claim arising between them regarding the obligation to pay compensation under this Agreement, before resorting to arbitration or court action. Mediation fees, if any, shall be divided equally among the parties involved. If, for any dispute or claim to which this paragraph applies, any party (i) commences an

RLA REVISED 12/19 (PAGE 4 OF 5)

RESIDENTIAL LISTING AGREEMENT - EXCLUSIVE (RLA PAGE 4 OF 5)

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2506 Monte Carlo

Seller's Initials CSB ( )



Property Address: A condominium located at 2506 Monte Carlo Dr # 3, Santa Ana, CA 92706-2102

action without first attempting to resolve the matter through mediation, or (ii) before commencement of an action, refuses to mediate after a request has been made, then that party shall not be entitled to recover attorney fees, even if they would otherwise be available to that party in any such action. Exclusions from this mediation agreement are specified in paragraph 19B.

**B. ADDITIONAL MEDIATION TERMS:** The following matters shall be excluded from mediation: (i) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage or installment land sale contract as defined in Civil Code §2985; (ii) an unlawful detainer action; (iii) the filing or enforcement of a mechanic's lien; and (iv) any matter that is within the jurisdiction of a probate, small claims or bankruptcy court. The filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver or violation of the mediation provisions.

**C. ADVISORY:** If Seller and Broker desire to resolve disputes arising between them through arbitration rather than court, they can document their agreement by attaching and signing an Arbitration Agreement (C.A.R. Form ARB).

**20. ENTIRE AGREEMENT:** All prior discussions, negotiations and agreements between the parties concerning the subject matter of this Agreement are superseded by this Agreement, which constitutes the entire contract and a complete and exclusive expression of their agreement, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. If any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. This Agreement and any supplement, addendum or modification, including any photocopy or facsimile, may be executed in counterparts.

**21. OWNERSHIP, TITLE AND AUTHORITY:** Seller warrants that: (i) Seller is the owner of the Property; (ii) no other persons or entities have title to the Property; and (iii) Seller has the authority to both execute this Agreement and sell the Property. Exceptions to ownership, title and authority are as follows: See attached Addendum

☐ **REPRESENTATIVE CAPACITY:** This Listing Agreement is being signed for Seller by an individual acting in a Representative Capacity as specified in the attached Representative Capacity Signature Disclosure (C.A.R. Form RCSD-S). Wherever the signature or initials of the representative identified in the RCSD appear on this Agreement or any related documents, it shall be deemed to be in a representative capacity for the entity described and not in an individual capacity, unless otherwise indicated. Seller (i) represents that the entity for which the individual is signing already exists and (ii) shall Deliver to Broker, within 3 Days After Execution of this Agreement, evidence of authority to act (such as but not limited to: applicable trust document, or portion thereof, letters testamentary, court order, power of attorney, resolution, or formation documents of the business entity).

By signing below, Seller acknowledges that Seller has read, understands, received a copy of and agrees to the terms of this Agreement.

Seller Jeffrey Brandlin Jeffrey Brandlin in his Sole Capacity as Receiver Date 1/30/20

Address 12121 Wilshire Blvd. Suite 1120 City Los Angeles, State Ca Zip 90025  
Telephone (310)789-1777 Fax (310)201-4743 E-mail \_\_\_\_\_

Seller \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Telephone \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_

☐ Additional Signature Addendum attached (C.A.R. Form ASA)

Real Estate Broker (Firm) Keller Williams Studio City DRE Lic. # 01428774  
Address 4061 Laurel Canyon Blvd City Studio City State CA Zip 91604

By Philip Seymour Tel. (310)612-9800 E-mail phil@theseymourgroup.net DRE Lic.# 00630158 Date 2/4/20

By \_\_\_\_\_ Tel. \_\_\_\_\_ E-mail \_\_\_\_\_ DRE Lic.# \_\_\_\_\_ Date \_\_\_\_\_

☐ Two Brokers with different companies are co-listing the Property. Co-listing Broker information is on the attached Additional Broker Acknowledgement (C.A.R. Form ABA).

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RESIDENTIAL LISTING AGREEMENT - EXCLUSIVE (RLA PAGE 5 OF 5)

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2506 Monte Carlo







**SELLER'S ADVISORY**  
(C.A.R. Form SA, Revised 12/15)

Property Address: A condominium located at 2506 Monte Carlo Dr # 3, Santa Ana, CA 92706-2102

("Property")

1. **INTRODUCTION:** Selling property in California is a process that involves many steps. From start to finish, it could take anywhere from a few weeks to many months, depending upon the condition of your Property, local market conditions and other factors. You have already taken an important first step by listing your Property for sale with a licensed real estate broker. Your broker will help guide you through the process and may refer you to other professionals, as needed. This advisory addresses many things you may need to think about and do as you market your Property. Some of these things are requirements imposed upon you, either by law or by the listing or sale contract. Others are simply practical matters that may arise during the process. Please read this document carefully and, if you have any questions, ask your broker or appropriate legal or tax advisor for help.

2. **DISCLOSURES:**

A. **General Disclosure Duties:** You must affirmatively disclose to the buyer, in writing, any and all known facts that materially affect the value or desirability of your Property. You must disclose these facts whether or not asked about such matters by the buyer, any broker, or anyone else. This duty to disclose applies even if the buyer agrees to purchase your Property in its present condition without requiring you to make any repairs. If you do not know what or how to disclose, you should consult a real estate attorney in California of your choosing. Broker cannot advise you on the legal sufficiency of any disclosures you make. If the Property you are selling is a residence with one to four units except for certain subdivisions, your broker also has a duty to conduct a reasonably competent and diligent visual inspection of the accessible areas and to disclose to a buyer all adverse material facts that the inspection reveals. If your broker discovers something that could indicate a problem, your broker must advise the buyer.

B. **Statutory Duties:** (For one-to-four Residential Units):

(1) You must timely prepare and deliver to the buyer, among other things, a Real Estate Transfer Disclosure Statement ("TDS"), and a Natural Hazard Disclosure Statement ("NHD"). You have a legal obligation to honestly and completely fill out the TDS form in its entirety. (Many local entities or organizations have their own supplement to the TDS that you may also be asked to complete.) The NHD is a statement indicating whether your Property is in certain designated flood, fire or earthquake/seismic hazard zones. Third-party professional companies can help you with this task.

(2) Depending upon the age and type of construction of your Property, you may also be required to provide and, in certain cases you can receive limited legal protection by providing, the buyer with booklets entitled "The Homeowner's Guide to Earthquake Safety," "The Commercial Property Owner's Guide to Earthquake Safety," "Protect Your Family From Lead in Your Home" and "Environmental Hazards: A Guide For Homeowners and Buyers." Some of these booklets may be packaged together for your convenience. The earthquake guides ask you to answer specific questions about your Property's structure and preparedness for an earthquake. If you are required to supply the booklet about lead, you will also be required to disclose to the buyer any known lead-based paint and lead-based paint hazards on a separate form. The environmental hazards guide informs the buyer of common environmental hazards that may be found in properties.

(3) If you know that your property is: (i) located within one mile of a former military ordnance location; or (ii) in or affected by a zone or district allowing manufacturing, commercial or airport use, you must disclose this to the buyer. You are also required to make a good faith effort to obtain and deliver to the buyer a disclosure notice from the appropriate local agency(ies) about any special tax levied on your Property pursuant to the Mello-Roos Community Facilities Act, the Improvement Bond Act of 1915, and a notice concerning the contractual assessment provided by section 5898.24 of the Streets And Highways Code (collectively, "Special Tax Disclosures").

(4) If the TDS, NHD, or lead, military ordnance, commercial zone or Special Tax Disclosures are provided to a buyer after you accept that buyer's offer, the buyer will have 3 days after delivery (or 5 days if mailed) to terminate the offer, which is why it is extremely important to complete these disclosures as soon as possible. There are certain exemptions from these statutory requirements; however, if you have actual knowledge of any of these items, you may still be required to make a disclosure as the items can be considered material facts.

C. **Death and Other Disclosures:** Many buyers consider death on real property to be a material fact in the purchase of property. In some situations, it is advisable to disclose that a death occurred or the manner of death; however, California Civil Code Section 1710.2 provides that you have no disclosure duty "where the death has occurred more than three years prior to the date the transferee offers to purchase, lease, or rent the real property, or [regardless of the date of occurrence] that an occupant of that property was afflicted with, or died from, Human T-Lymphotropic Virus Type III/Lymphadenopathy-Associated Virus." This law does not "immunize an owner or his or her agent from making an intentional misrepresentation in response to a direct inquiry from a transferee or a prospective transferee of real property, concerning deaths on the real property."

D. **Condominiums and Other Common Interest Subdivisions:** If the Property is a condominium, townhouse, or other property in a common interest subdivision, you must provide to the buyer copies of the governing documents, the most recent financial statements distributed, and other documents required by law or contract. If you do not have a current version of these documents, you can request them from the management of your homeowner's association. To avoid delays, you are encouraged to obtain these documents as soon as possible, even if you have not yet entered into a purchase agreement to sell your Property.

3. **CONTRACT TERMS AND LEGAL REQUIREMENTS:**

A. **Contract Terms and Conditions:** A buyer may request, as part of the contract for the sale of your Property, that you pay for repairs to the Property and other items. Your decision on whether or not to comply with a buyer's requests may affect your ability to sell your Property at a specified price.

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Seller's Initials (JEB) (\_\_\_\_\_)

SA REVISED 12/15 (PAGE 1 OF 2)



**SELLER'S ADVISORY (SA PAGE 1 OF 2)**

Keller Williams Studio City, 4061 Laurel Canyon Blvd Studio City CA 91604  
Philip Seymour

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Phone: 3106129800

Fax: 8184321501

2506 Monte Carlo

Property Address: A condominium located at 2506 Monte Carlo Dr # 3, Santa Ana, CA 92706-2102 Date: \_\_\_\_\_

- B. Withholding Taxes:** Under federal and California tax laws, a buyer is required to withhold a portion of the purchase price from your sale proceeds for tax purposes unless you sign an affidavit of non-foreign status and California residency, or some other exemption applies and is documented.
- C. Prohibition Against Discrimination:** Discriminatory conduct in the sale of real property against individuals belonging to legally protected classes is a violation of the law.
- D. Government Required Repairs, Replacements and Alterations:** Under State law, Property owners with limited exceptions, are required to: (1) install operable smoke alarms and brace water heaters and provide a Buyer with a statement of compliance. Existing operable smoke alarms, that met compliance standards when installed, do not have to be removed even if not up to current legal requirements. Smoke alarms that are added or that replace older versions must comply with current law; and (2) install carbon monoxide detection devices. Some city and county governments may impose additional requirements, including, but not limited to, installing low-flow toilets and showerheads, gas shut-off valves, tempered glass, and barriers around swimming pools and spas. You should consult with the appropriate governmental agencies, inspectors, and other professionals to determine which requirements apply to your Property, the extent to which your Property complies with such requirements, and the costs, if any, of compliance.
- E. EPA's LEAD-BASED PAINT RENOVATION, REPAIR AND PAINTING RULE:** The new rule requires that contractors and maintenance professionals working in pre-1978 housing, child care facilities, and schools with lead-based paint be certified; that their employees be trained; and that they follow protective work practice standards. The rule applies to renovation, repair, or painting activities affecting more than six square feet of lead-based paint in a room or more than 20 square feet of lead-based paint on the exterior. Enforcement of the rule begins October 1, 2010. See the EPA website at [www.epa.gov/lead](http://www.epa.gov/lead) for more information.
- F. Legal, Tax and Other Implications:** Selling your Property may have legal, tax, insurance, title or other implications. You should consult an appropriate professional for advice on these matters.

**4. MARKETING CONSIDERATIONS:**

- A. Pre-Sale Inspections and Considerations:** You should consider doing what you can to prepare your Property for sale, such as correcting any defects or other problems, making cosmetic improvements, and staging. Many people are not aware of defects in or problems with their own Property. One way to make yourself aware is to obtain professional inspections prior to sale. Pre-sale inspections may include a general property inspection; an inspection for wood destroying pest and organisms (Structural Pest Control Report) and an inspection of the septic or well systems, if any, among others. By doing this, you then have an opportunity to make repairs before your Property is sold, which may enhance its marketability. Keep in mind, however, that any problems revealed by such inspection reports or repairs that have been made, whether or not disclosed in a report, should be disclosed to the buyer (see "Disclosures" in paragraph 2 above). This is true even if the buyer gets his/her own inspections covering the same area. Obtaining inspection reports may also assist you during contract negotiations with the buyer. For example, if a Structural Pest Control Report has both a primary and secondary recommendation for clearance, you may want to specify in the purchase agreement those recommendations, if any, for which you are going to pay.
- B. Post-Sale Protections:** It is often helpful to provide the buyer with, among other things, a home protection/warranty plan for the Property. These plans will generally cover problems, not deemed to be pre-existing, that occur after your sale is completed. In the event something does go wrong after the sale, and it is covered by the plan, the buyer may be able to resolve the concern by contacting the home protection company.
- C. Safety Precautions:** Advertising and marketing your Property for sale, including, but not limited to, holding open houses, placing a keysafe/lockbox, erecting FOR SALE signs, and disseminating photographs, video tapes, and virtual tours of the premises, may jeopardize your personal safety and that of your Property. You are strongly encouraged to maintain insurance, and to take any and all possible precautions and safeguards to protect yourself, other occupants, visitors, your Property, and your belongings, including cash, jewelry, drugs, firearms and other valuables located on the Property, against injury, theft, loss, vandalism, damage, and other harm.
- D. Expenses:** You are advised that you, not the Broker, are responsible for the fees and costs, if any, to comply with your duties and obligations to the buyer of your Property.

**5. OTHER ITEMS:** \_\_\_\_\_

Seller has read and understands this Advisory. By signing below, Seller acknowledges receipt of a copy of this document.

Seller Jeffrey E Brandlin Date 1/16/20  
Print Name Jeffrey Brandlin in his Sole Capacity as Receiver

Seller \_\_\_\_\_ Date \_\_\_\_\_  
Print Name \_\_\_\_\_

Real Estate Broker (Listing Firm) Keller Williams Studio City DRE Lic.#: 01428774  
By Philip Seymour DRE Lic.# 00630158 Date 2/11/20  
By \_\_\_\_\_ DRE Lic.# \_\_\_\_\_ Date \_\_\_\_\_  
Address 4061 Laurel Canyon Blvd City Studio City State CA Zip 91604  
Telephone (310)612-9800 Fax (818)432-1501 E-mail phil@theseymourgroup.net

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SELLER'S ADVISORY (SA PAGE 2 OF 2)

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2506 Monte Carlo







CALIFORNIA  
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OF REALTORS®

**CALIFORNIA CONSUMER PRIVACY ACT ADVISORY**  
(C.A.R. Form CCPA, 12/19)

As of January 1, 2020, the California Consumer Privacy Act (commencing with Civil Code § 1798.100) ("CCPA") grants to California residents certain rights in their private, personal information that is collected by companies with whom they do business. Under the CCPA, "personal information" is defined broadly to encompass non-public records information that could reasonably be linked directly or indirectly to you, including, potentially, photographs of or sales information about your property. Some of your personal information will be collected and likely shared with others during the process of buying and selling real estate. Depending on the situation, you may have the right to "opt out" or stop the transfer of your personal information to others and request that certain businesses delete your personal information altogether. Not all businesses you interact with are required to comply with the law, primarily just those who meet the criteria of a covered "Business" as set forth in Section 1798.140 (c). For more information, you may ask your Broker for a copy of the C.A.R. Legal Q&A on the subject.

A real estate broker is likely to submit personal information to a Multiple Listing Service ("MLS") in order to help find a buyer for a seller's property. Through the MLS, the information is made available to real estate brokers and salespeople, and others. Even after a sale is complete, the MLS distributes sales information to the real estate community. Brokers, agents and MLSs may also share your personal information with others who post the personal information on websites or elsewhere, or otherwise use it. Thus, there are various service providers and companies in a real estate transaction who may be engaged in using or sharing data involving your personal information.

If your broker is a covered Business, it should have a privacy policy explaining your rights on its website and giving you an opportunity to request that personal information not be shared, used and even deleted. Even if your real estate brokerage is a covered Business, it needs, and is allowed, to keep your information to effectuate a sale and, by law, is required to maintain such information for three years to comply with regulatory requirements. Not all brokers are covered Businesses, however, and those that are not, do not have to comply with the CCPA.

Similarly, most MLSs will not be considered a covered Business. Instead, the MLS may be considered a Third Party in the event a covered Business (ex: brokerages, real estate listing aggregation or advertising internet sites or other outlets who meet the criteria of covered Businesses) exchanges personal information with the MLS. You do not have the right under the CCPA to require a Third Party to delete your personal information. And like real estate brokerages, even if an MLS is a covered Business, MLSs are also required by law to retain and make accessible in its computer system any and all listing and other information for three years.

Whether an MLS is a covered Business or a Third Party, you have a right to be notified about the sharing of your personal information and your right to contact a covered Business to opt out of your personal information being used, or shared with Third Parties. Since the MLSs and/or other entities receiving your personal information do not have direct contact with buyers and sellers and also may not be aware of which entities exchanging personal information are covered Businesses, this form is being used to notify you of your rights under the CCPA and your ability to direct requests to covered Businesses not to share personal information with Third Parties. One way to limit access to your personal information, is to inform your broker or salesperson you want to opt-out of the MLS, and if so, you will be asked to sign a document (Form SELM) confirming your request to keep your listing off the MLS. However, if you do so, it may be more difficult to sell your property or obtain the highest price for it because your property will not be exposed to the greatest number of real estate licensees and others.

**I/we acknowledge receipt of a copy of this California Consumer Privacy Act Advisory.**

Buyer/Seller/Landlord/Tenant Jeffrey E Brundin Date 1/16/20  
Buyer/Seller/Landlord/Tenant \_\_\_\_\_ Date \_\_\_\_\_

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**CALIFORNIA CONSUMER PRIVACY ACT ADVISORY (CCPA PAGE 1 OF 1)**

Keller Williams Studio City, 4061 Laurel Canyon Blvd Studio City CA 91604  
Philip Seymour

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Phone: 3106129800

Fax: 8184321501

2506 Monte Carlo

### **ADDENDUM TO LISTING AGREEMENT**

The Residential Listing Agreement (the "Listing Agreement") entered into between Jeffrey Brandlin, in his capacity as the receiver for NTV Financial Group, Inc., and Keller Williams Studio City (the "Broker") with respect to the property located at 2506 Monte Carlo Drive #3, Santa Ana, CA 92706 (the "Property"), is amended by the following terms and conditions:

1. **Addendum.** This Agreement is an addendum to the Listing Agreement. In the event of a conflict with the provisions of the Listing Agreement and notwithstanding any contrary term in the Listing Agreement, this Addendum shall apply.
2. **Court Approval.** The Listing Agreement is subject to the approval of the District Court presiding over the receivership estate. In the event that approval is not obtained, the Listing Agreement shall be of no further force and effect. The Receiver agrees to seek Court approval as soon as reasonably practicable after execution of the Listing Agreement.
3. **No Liability.** The Receiver is listing the Property for sale in his capacity as the Receiver for NTV Financial Group, Inc., and not in his personal capacity, and no liability or obligations shall accrue to him personally as a result of such listing.
4. **Termination.** If the Receiver determines that abandonment of the Property is in the best interests of the receivership estate, he may terminate the Listing Agreement and no liability or obligations shall accrue to the receivership estate or NTV Financial Group, Inc. as a result of any such termination.
5. **Conditions of Sale.** The Broker agrees and understands that any sale of the Property shall be subject to the following terms and conditions:
  - a. The Receiver is signing any documents and taking any actions in his capacity as the Receiver and not in his personal capacity, and no liability or obligation shall accrue to him personally as a result of any sale;
  - b. If for any reason, or no reason whatsoever, the Receiver is unable to deliver possession or title to the Property to any potential purchaser, the purchaser's sole remedy shall be the return of any money that the purchaser has deposited towards the purchase of the Property;
  - c. The Receiver is selling the Property in an "AS IS" condition or basis by quitclaim deed without any representations or warranties whatsoever, including without limitation representations or warranties as to title, oil and mineral rights, city or government agency notifications regarding work to be done, marketability of title, ownership, physical condition, compliance with state, city or federal statutes, codes, ordinances, or regulations, geological stability, zoning, suitability for improvements on the Property, nor any assurances regarding the sub-divisibility of the Property;
  - d. The sale of the Property is subject to District Court approval after notice to all parties required to be noticed by the Court; the sale is also subject to overbid at public sale;



- e. The purchaser shall, at the purchaser's sole expense, acquire any and all insurance policies that the purchaser desires to cover the Property. The Receiver does not agree to acquire or transfer any insurance policies to the purchaser;
  - f. The purchaser is to arrange for all financing of the acquisition of the Property before the close of escrow;
  - g. All escrow fees shall be shared and paid on a 50/50 basis by the receivership estate and the purchaser;
  - h. The purchaser shall, at the purchaser's sole expense, install all smoke detectors, if any, as may be required by state or local law. The Receiver is not required to deliver to the purchaser a written statement of compliance with any applicable state and local law;
  - i. The purchaser shall, at purchaser's sole expense, obtain any and all pest control inspection repairs that purchaser deems appropriate;
  - j. If any local ordinance requires that the Property be brought into compliance with minimum energy conservation standards as a condition of sale or transfer, the purchaser shall comply with and pay for these requirements at purchaser's sole expense;
  - k. Any sale is subject to the following conditions being satisfied before the close of escrow:
    - (1) The Receiver must obtain approval of the District Court and prevail with respect to any objections to the proposed sale;
  - l. The Property is being sold subject to:
    - (1) All general and special taxes that are presently due, or may become due, regarding the Property, other than property taxes, which shall be prorated as of the close of escrow;
    - (2) Any and all easements, restrictions, rights and conditions of record and rights of way, against, on or regarding the Property. Title, however, is to be transferred free of secured claims of record;
6. Payment of Commission. The commission to be paid to Broker shall only be paid from the proceeds of the sale of the Property. The payment of commission is subject to prior approval of the District Court.
7. Entire Agreement. The Listing Agreement and Addendum constitute the entire contract between the parties regarding the listing of the Property for sale. Its terms are intended by the parties as a final expression of their agreement with respect to such terms as are included herein, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. The parties further intend that this agreement constitutes the complete, final and exclusive statement of its terms and that no extrinsic evidence whatsoever may be introduced in any judicial or arbitration proceeding, if any, involving this agreement.
8. District Court Jurisdiction. The District Court presiding over the receivership estate shall have exclusive jurisdiction to resolve any and all disputes relating to the Listing Agreement

sitting without jury, which is specifically waived. For purposes of clarity, this provision modifies the arbitration provision in the Listing Agreement. The Listing Agreement and any disputes related thereto shall be governed by California law.

Dated: 1/16/20, 2020

Seller:

Jeffrey L. Brandlin  
By Jeffrey Brandlin, solely in his capacity as  
the Receiver for NTV Financial Group, Inc.

Dated: 2/20, 2020

Broker: Keller Williams Studio City

Philip Seymour  
Philip Seymour



CALIFORNIA  
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## DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP

(Seller's Brokerage Firm to Seller)  
(As required by the Civil Code)  
(C.A.R. Form AD, Revised 12/18)

☐ (If checked) This form is being provided in connection with a transaction for a leasehold interest exceeding one year as per Civil Code section 2079.13(j), (k) and (l).

When you enter into a discussion with a real estate agent regarding a real estate transaction, you should from the outset understand what type of agency relationship or representation you wish to have with the agent in the transaction.

### SELLER'S AGENT

A Seller's agent under a listing agreement with the Seller acts as the agent for the Seller only. A Seller's agent or a subagent of that agent has the following affirmative obligations:

To the Seller: A Fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Seller.

To the Buyer and the Seller:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
- (b) A duty of honest and fair dealing and good faith.
- (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties. An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

### BUYER'S AGENT

A Buyer's agent can, with a Buyer's consent, agree to act as agent for the Buyer only. In these situations, the agent is not the Seller's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Seller. An agent acting only for a Buyer has the following affirmative obligations:

To the Buyer: A fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Buyer.

To the Buyer and the Seller:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
- (b) A duty of honest and fair dealing and good faith.
- (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties. An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

### AGENT REPRESENTING BOTH SELLER AND BUYER

A real estate agent, either acting directly or through one or more salespersons and broker associates, can legally be the agent of both the Seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer.

In a dual agency situation, the agent has the following affirmative obligations to both the Seller and the Buyer:

- (a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either the Seller or the Buyer.
- (b) Other duties to the Seller and the Buyer as stated above in their respective sections.

In representing both Seller and Buyer, a dual agent may not, without the express permission of the respective party, disclose to the other party confidential information, including, but not limited to, facts relating to either the Buyer's or Seller's financial position, motivations, bargaining position, or other personal information that may impact price, including the Seller's willingness to accept a price less than the listing price or the Buyer's willingness to pay a price greater than the price offered.

### SELLER AND BUYER RESPONSIBILITIES

Either the purchase agreement or a separate document will contain a confirmation of which agent is representing you and whether that agent is representing you exclusively in the transaction or acting as dual agent. Please pay attention to that confirmation to make sure it accurately reflects your understanding of your agent's role.

The above duties of the agent in a real estate transaction do not relieve a Seller or Buyer from the responsibility to protect his or her own interests. You should carefully read all agreements to assure that they adequately express your understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional.

If you are a Buyer, you have the duty to exercise reasonable care to protect yourself, including as to those facts about the property which are known to you or within your diligent attention and observation.

Both Sellers and Buyers should strongly consider obtaining tax advice from a competent professional because the federal and state tax consequences of a transaction can be complex and subject to change.

Throughout your real property transaction you may receive more than one disclosure form, depending upon the number of agents assisting in the transaction. The law requires each agent with whom you have more than a casual relationship to present you with this disclosure form. You should read its contents each time it is presented to you, considering the relationship between you and the real estate agent in your specific transaction. This disclosure form includes the provisions of Sections 2079.13 to 2079.24, inclusive, of the Civil Code set forth on page 2. Read it carefully. I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE AND THE PORTIONS OF THE CIVIL CODE PRINTED ON THE BACK (OR A SEPARATE PAGE).

☐ Buyer ☒ Seller ☐ Landlord ☐ Tenant Jeffrey Bragdon & Beau Allen Date 1/16/20  
Jeffrey Bragdon in his Sole Capacity as Receiver

☐ Buyer ☐ Seller ☐ Landlord ☐ Tenant \_\_\_\_\_ Date \_\_\_\_\_

Agent Keller Williams Studio City DRE Lic. # 01428774  
Real Estate Broker (Firm)

By Philip Seymour DRE Lic. # 00630158 Date 2/11/20  
(Salesperson or Broker-Associate, if any)

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## DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP (AD PAGE 1 OF 2)



Keller Williams Studio City, 4061 Laurel Canyon Blvd Studio City CA 91604  
Philip Seymour

Phone: 3106129800

Fax: 8184321501

2506 Monte Carlo

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**CIVIL CODE SECTIONS 2079.13 – 2079.24 (2079.16 APPEARS ON THE FRONT)**

2079.13. As used in Sections 2079.7 and 2079.14 to 2079.24, inclusive, the following terms have the following meanings:

(a) "Agent" means a person acting under provisions of Title 9 (commencing with Section 2295) in a real property transaction, and includes a person who is licensed as a real estate broker under Chapter 3 (commencing with Section 10130) of Part 1 of Division 4 of the Business and Professions Code, and under whose license a listing is executed or an offer to purchase is obtained. The agent in the real property transaction bears responsibility for that agent's salespersons or broker associates who perform as agents of the agent. When a salesperson or broker associate owes a duty to any principal, or to any buyer or seller who is not a principal, in a real property transaction, that duty is equivalent to the duty owed to that party by the broker for whom the salesperson or broker associate functions. (b) "Buyer" means a transferee in a real property transaction, and includes a person who executes an offer to purchase real property from a seller through an agent, or who seeks the services of an agent in more than a casual, transitory, or preliminary manner, with the object of entering into a real property transaction. "Buyer" includes vendee or lessee of real property. (c) "Commercial real property" means all real property in the state, except (1) single-family residential real property, (2) dwelling units made subject to Chapter 2 (commencing with Section 1940) of Title 5, (3) a mobilehome, as defined in Section 798.3, (4) vacant land, or (5) a recreational vehicle, as defined in Section 799.29. (d) "Dual agent" means an agent acting, either directly or through a salesperson or broker associate, as agent for both the seller and the buyer in a real property transaction. (e) "Listing agreement" means a written contract between a seller of real property and an agent, by which the agent has been authorized to sell the real property or to find or obtain a buyer, including rendering other services for which a real estate license is required to the seller pursuant to the terms of the agreement. (f) "Seller's agent" means a person who has obtained a listing of real property to act as an agent for compensation. (g) "Listing price" is the amount expressed in dollars specified in the listing for which the seller is willing to sell the real property through the seller's agent. (h) "Offering price" is the amount expressed in dollars specified in an offer to purchase for which the buyer is willing to buy the real property. (i) "Offer to purchase" means a written contract executed by a buyer acting through a buyer's agent that becomes the contract for the sale of the real property upon acceptance by the seller. (j) "Real property" means any estate specified by subdivision (1) or (2) of Section 761 in property, and includes (1) single-family residential property, (2) multiunit residential property with more than four dwelling units, (3) commercial real property, (4) vacant land, (5) a ground lease coupled with improvements, or (6) a manufactured home as defined in Section 18007 of the Health and Safety Code, or a mobilehome as defined in Section 18008 of the Health and Safety Code, when offered for sale or sold through an agent pursuant to the authority contained in Section 10131.6 of the Business and Professions Code. (k) "Real property transaction" means a transaction for the sale of real property in which an agent is retained by a buyer, seller, or both a buyer and seller to act in that transaction, and includes a listing or an offer to purchase. (l) "Sell," "sale," or "sold" refers to a transaction for the transfer of real property from the seller to the buyer and includes exchanges of real property between the seller and buyer, transactions for the creation of a real property sales contract within the meaning of Section 2985, and transactions for the creation of a leasehold exceeding one year's duration. (m) "Seller" means the transferor in a real property transaction and includes an owner who lists real property with an agent, whether or not a transfer results, or who receives an offer to purchase real property of which he or she is the owner from an agent on behalf of another. "Seller" includes both a vendor and a lessor of real property. (n) "Buyer's agent" means an agent who represents a buyer in a real property transaction.

2079.14. A seller's agent and buyer's agent shall provide the seller and buyer in a real property transaction with a copy of the disclosure form specified in Section 2079.16, and shall obtain a signed acknowledgment of receipt from that seller and buyer, except as provided in Section 2079.15, as follows: (a) The seller's agent, if any, shall provide the disclosure form to the seller prior to entering into the listing agreement. (b) The buyer's agent shall provide the disclosure form to the buyer as soon as practicable prior to execution of the buyer's offer to purchase. If the offer to purchase is not prepared by the buyer's agent, the buyer's agent shall present the disclosure form to the buyer not later than the next business day after receiving the offer to purchase from the buyer.

2079.15. In any circumstance in which the seller or buyer refuses to sign an acknowledgment of receipt pursuant to Section 2079.14, the agent shall set forth, sign, and date a written declaration of the facts of the refusal.

2079.16 Reproduced on Page 1 of this AD form.

2079.17(a) As soon as practicable, the buyer's agent shall disclose to the buyer and seller whether the agent is acting in the real property transaction as the buyer's agent, or as a dual agent representing both the buyer and the seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller, the buyer, and the buyer's agent prior to or coincident with execution of that contract by the buyer and the seller, respectively. (b) As soon as practicable, the seller's agent shall disclose to the seller whether the seller's agent is acting in the real property transaction as the seller's agent, or as a dual agent representing both the buyer and seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller and the seller's agent prior to or coincident with the execution of that contract by the seller.

CONFIRMATION: The following agency relationships are confirmed for this transaction:

Seller's Brokerage Firm DO NOT COMPLETE. SAMPLE ONLY License Number \_\_\_\_\_  
Is the broker of (check one): ☐ the seller; or ☐ both the buyer and seller. (dual agent)  
Seller's Agent DO NOT COMPLETE. SAMPLE ONLY License Number \_\_\_\_\_  
Is (check one): ☐ the Seller's Agent. (salesperson or broker associate) ☐ both the Buyer's and Seller's Agent. (dual agent)  
Buyer's Brokerage Firm DO NOT COMPLETE. SAMPLE ONLY License Number \_\_\_\_\_  
Is the broker of (check one): ☐ the buyer; or ☐ both the buyer and seller. (dual agent)  
Buyer's Agent DO NOT COMPLETE. SAMPLE ONLY License Number \_\_\_\_\_  
Is (check one): ☐ the Buyer's Agent. (salesperson or broker associate) ☐ both the Buyer's and Seller's Agent. (dual agent)

(d) The disclosures and confirmation required by this section shall be in addition to the disclosure required by Section 2079.14. An agent's duty to provide disclosure and confirmation of representation in this section may be performed by a real estate salesperson or broker associate affiliated with that broker.

2079.18 (Repealed pursuant to AB-1289)

2079.19 The payment of compensation or the obligation to pay compensation to an agent by the seller or buyer is not necessarily determinative of a particular agency relationship between an agent and the seller or buyer. A listing agent and a selling agent may agree to share any compensation or commission paid, or any right to any compensation or commission for which an obligation arises as the result of a real estate transaction, and the terms of any such agreement shall not necessarily be determinative of a particular relationship.

2079.20 Nothing in this article prevents an agent from selecting, as a condition of the agent's employment, a specific form of agency relationship not specifically prohibited by this article if the requirements of Section 2079.14 and Section 2079.17 are complied with.

2079.21 (a) A dual agent may not, without the express permission of the seller, disclose to the buyer any confidential information obtained from the seller. (b) A dual agent may not, without the express permission of the buyer, disclose to the seller any confidential information obtained from the buyer. (c) "Confidential information" means facts relating to the client's financial position, motivations, bargaining position, or other personal information that may impact price, such as the seller is willing to accept a price less than the listing price or the buyer is willing to pay a price greater than the price offered. (d) This section does not alter in any way the duty or responsibility of a dual agent to any principal with respect to confidential information other than price.

2079.22 Nothing in this article precludes a seller's agent from also being a buyer's agent. If a seller or buyer in a transaction chooses to not be represented by an agent, that does not, of itself, make that agent a dual agent.

2079.23 A contract between the principal and agent may be modified or altered to change the agency relationship at any time before the performance of the act which is the object of the agency with the written consent of the parties to the agency relationship.

2079.24 Nothing in this article shall be construed to either diminish the duty of disclosure owed buyers and sellers by agents and their associate licensees, subagents, and employees or to relieve agents and their associate licensees, subagents, and employees from liability for their conduct in connection with acts governed by this article or for any breach of a fiduciary duty or a duty of disclosure.

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AD REVISED 12/18 (PAGE 2 OF 2)

**DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP (AD PAGE 2 OF 2)**

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2506 Monte Carlo





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# **POSSIBLE REPRESENTATION OF MORE THAN ONE BUYER OR SELLER - DISCLOSURE AND CONSENT**

(C.A.R. Form PRBS, Revised 12/18)

A real estate broker (Broker), whether a corporation, partnership or sole proprietorship, may represent more than one buyer or seller. This multiple representation can occur through an individual licensed as a broker or salesperson or through different individual broker's or salespersons (associate licensees) acting under the Broker's license. The associate licensees may be working out of the same or different office locations.

**Multiple Buyers:** Broker (individually or through its associate licensees) may be working with many prospective buyers at the same time. These prospective buyers may have an interest in, and make offers on, the same properties. Some of these properties may be listed with Broker and some may not. Broker will not limit or restrict any particular buyer from making an offer on any particular property whether or not Broker represents other buyers interested in the same property.

**Multiple Sellers:** Broker (individually or through its associate licensees) may have listings on many properties at the same time. As a result, Broker will attempt to find buyers for each of those listed properties. Some listed properties may appeal to the same prospective buyers. Some properties may attract more prospective buyers than others. Some of these prospective buyers may be represented by Broker and some may not. Broker will market all listed properties to all prospective buyers whether or not Broker has another or other listed properties that may appeal to the same prospective buyers.

**Dual Agency:** If Seller is represented by Broker, Seller acknowledges that broker may represent prospective buyers of Seller's property and consents to Broker acting as a dual agent for both seller and buyer in that transaction. If Buyer is represented by Broker, buyer acknowledges that Broker may represent sellers of property that Buyer is interested in acquiring and consents to Broker acting as a dual agent for both buyer and seller with regard to that property.

In the event of dual agency, seller and buyer agree that: a dual agent may not, without the express permission of the respective party, disclose to the other party confidential information, including, but not limited to, facts relating to either the buyer's or seller's financial position, motivations, bargaining position, or other personal information that may impact price, including the seller's willingness to accept a price less than the listing price or the buyer's willingness to pay a price greater than the price offered; and except as set forth above, a dual agent is obligated to disclose known facts materially affecting the value or desirability of the Property to both parties.

**Offers not necessarily confidential:** Buyer is advised that seller or listing agent may disclose the existence, terms, or conditions of buyer's offer unless all parties and their agent have signed a written confidentiality agreement. Whether any such information is actually disclosed depends on many factors, such as current market conditions, the prevailing practice in the real estate community, the listing agent's marketing strategy and the instructions of the seller.

Buyer and seller understand that Broker may represent more than one buyer or more than one seller and even both buyer and seller on the same transaction and consents to such relationships.

**Seller and/or Buyer acknowledges reading and understanding this Possible Representation of More Than One Buyer or Seller - Disclosure and Consent and agrees to the agency possibilities disclosed.**

Seller Jeffrey E Brandlin Jeffrey Brandlin in his Sole Capacity as Receiver Date 1/16/20  
Seller \_\_\_\_\_ Date \_\_\_\_\_

Buyer \_\_\_\_\_ Date \_\_\_\_\_  
Buyer \_\_\_\_\_ Date \_\_\_\_\_

Buyer's Brokerage Firm \_\_\_\_\_ DRE Lic # \_\_\_\_\_ Date \_\_\_\_\_  
By \_\_\_\_\_ DRE Lic # \_\_\_\_\_ Date \_\_\_\_\_

Seller's Brokerage Firm Keller Williams Studio City DRE Lic # 01428774 Date 2/14/20  
By Philip Seymour DRE Lic # 00630158 Date 2/14/20  
Philip Seymour

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PRBS REVISED 12/18 (PAGE 1 OF 1)

**POSSIBLE REPRESENTATION OF MORE THAN ONE BUYER OR SELLER (PRBS PAGE 1 OF 1)**

Keller Williams Studio City, 4061 Laurel Canyon Blvd Studio City CA 91604  
Philip Seymour

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Phone: 3106129800

Fax: 8184321501

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**WIRE FRAUD AND ELECTRONIC FUNDS  
TRANSFER ADVISORY**  
(C.A.R. Form WFA, Revised 12/17)

Property Address: A condominium located at 2506 Monte Carlo Dr # 3, Santa Ana, CA 92706-2102 ("Property").

**WIRE FRAUD AND ELECTRONIC FUNDS TRANSFERS ADVISORY:**

The ability to communicate and conduct business electronically is a convenience and reality in nearly all parts of our lives. At the same time, it has provided hackers and scammers new opportunities for their criminal activity. Many businesses have been victimized and the real estate business is no exception.

While wiring or electronically transferring funds is a welcome convenience, we all need to exercise extreme caution. Emails attempting to induce fraudulent wire transfers have been received and have appeared to be legitimate. Reports indicate that some hackers have been able to intercept emailed transfer instructions, obtain account information and, by altering some of the data, redirect the funds to a different account. It also appears that some hackers were able to provide false phone numbers for verifying the wiring or funds transfer instructions. In those cases, the victim called the number provided to confirm the instructions, and then unwittingly authorized a transfer to somewhere or someone other than the intended recipient.

**ACCORDINGLY, YOU ARE ADVISED:**

1. Obtain phone numbers and account numbers only from Escrow Officers, Property Managers, or Landlords at the beginning of the transaction.
2. DO NOT EVER WIRE OR ELECTRONICALLY TRANSFER FUNDS PRIOR TO CALLING TO CONFIRM THE TRANSFER INSTRUCTIONS. ONLY USE A PHONE NUMBER YOU WERE PROVIDED PREVIOUSLY. Do not use any different phone number or account number included in any emailed transfer instructions.
3. Orally confirm the transfer instruction is legitimate and confirm the bank routing number, account numbers and other codes before taking steps to transfer the funds.
4. Avoid sending personal information in emails or texts. Provide such information in person or over the telephone directly to the Escrow Officer, Property Manager, or Landlord.
5. Take steps to secure the system you are using with your email account. These steps include creating strong passwords, using secure WiFi, and not using free services.

If you believe you have received questionable or suspicious wire or funds transfer instructions, immediately notify your bank, and the other party, and the Escrow Office, Landlord, or Property Manager. The sources below, as well as others, can also provide information:

Federal Bureau of Investigation: <https://www.fbi.gov/>; the FBI's IC3 at [www.ic3.gov](http://www.ic3.gov); or 310-477-6565

National White Collar Crime Center: <http://www.nw3c.org/>

On Guard Online: <https://www.onguardonline.gov/>

**NOTE: There are existing alternatives to electronic and wired fund transfers such as cashier's checks. By signing below, the undersigned acknowledge that each has read, understands and has received a copy of this Wire Fraud and Electronic Funds Transfer Advisory.**

Buyer/Tenant	_____	Date	_____
Buyer/Tenant	_____	Date	_____
Seller/Landlord	<u>Jeffrey &amp; Brandlin</u>	Date	<u>1/16/20</u>
Seller/Landlord	<u>Jeffrey Brandlin in his Sole Capacity as Receiver</u>	Date	_____

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**WIRE FRAUD AND ELECTRONIC FUNDS TRANSFER ADVISORY (WFA PAGE 1 OF 1)**



Keller Williams Studio City, 4061 Laurel Canyon Blvd Studio City CA 91604  
Philip Seymour

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**EXHIBIT "4"**



real estate  
solutions for  
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## Phil Seymour President

Phil Seymour is a Broker Associate with Keller Williams Commercial. For more than 40 years he has been working with investors providing guidance and expertise in the analysis and disposition of real estate assets. He has been associated with some of the top brokerages in the nation, including Prudential, Merrill Lynch and Coldwell Banker.

Phil started his career in residential real estate at Coldwell Banker from 1977 - 1980 where, as a sale associate, he quickly distinguished himself from other agents. From 1980 - 1982, Phil was a manager for Merrill Lynch Realty, Woodland Hills residential office. With approximately 88 sales agents, he increased sales and perpetuated the success of that office. Phil then became Executive Vice-President of D.G.M. Financial/Properties where he developed their Residential and Investment division from 1982 - 1984, after which he joined the Investment Division for Prudential California Realty, in their Beverly Hills office, where he was consistently a top producer. While at Prudential, Phil was an original member of the Prudential's California Realty's 100 Club (the Top 100 agents for earnings in the company).

Phil joined Elite Properties Realty in 1993, one of the leading real estate brokerages in California and was a Managing Director of The Seymour Group at Elite. The Seymour Group specializes in representing Receivers, Partition Referees, Institutional Trusts and has the experience and depth of knowledge in providing fiduciaries guidance in the sale of Residential, Multi-Family and Commercial properties.

Phil has contributed his expertise for the sale of real estate assets as a panelist at Loyola II, III and IV, the California Receivers Forum 2-day Conference at Loyola Law School. Also, has participated in Multiple Educational Panels for CRF at the Law Firm of Buchalter Nemer in Los Angeles and has written an article for the Receivership News "Getting the Most Out of your Real Estate Broker in Sales of Real Property."

Member of Professional Fiduciary Association of California (PFAC)

Member of the Board of Directors of the California Receivers Forum Los Angeles/Orange County Chapter

Member and Sponsor of the National Association of Federal Equity Receivers (NAFER)

Member and Sponsor of the California Bankruptcy Forum (CBF)

Member of Los Angeles Bankruptcy Forum (LABF)

Member of National, California, and Beverly Hills Associations of Realtors

Member of the Beverly Hills Chamber of Commerce

Member of the Beverly Hills Bar Association

### Phil Seymour, President

4061 Laurel Canyon Blvd, Studio City, CA 91604

o: 818.432.1632

m: 310.612.9800

E-mail: [phil@theseymourgroup.net](mailto:phil@theseymourgroup.net)

Website: [www.theseymourgroup.net](http://www.theseymourgroup.net)

DRE #00630158



**PROOF OF SERVICE**

1 **STATE OF CALIFORNIA, COUNTY OF ORANGE**

2 At the time of service, I was over 18 years of age and not a party to this action. I am  
3 employed in the County of Orange, State of California. My business address is 3200 Park Center  
Drive, Suite 250, Costa Mesa, CA 92626.

4 On **02/14/2020**, I served true copies of the following document(s) described as  
5 **MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF MOTION FOR ORDER**  
6 **AUTHORIZING THE RECEIVER TO: (1) MARKET THE PROPERTIES LOCATED AT (A) 2101**  
7 **N. WESTWOOD AVE., SANTA ANA, CA 92706, AND (B) 2506 MONTE CARLO DRIVE #3,**  
8 **SANTA ANA, CA 92706, FOR SALE; (2) ESTABLISH SALE PROCEDURES; AND (3)**  
9 **ENGAGE BROKER WITH EXHIBITS; AND DECLARATIONS OF J. BRANDLIN AND P.**  
10 **SEYMOUR IN SUPPORT** on the interested parties in this action as follows:

11 **SEE ATTACHED SERVICE LIST**

12 **(X) (BY COURT VIA NOTICE OF ELECTRONIC FILING ("NEF"))** – Pursuant to United States  
13 District Court, Central District of California, Local Civil Rule 5-3, the foregoing document will be  
14 served by the court via NEF and hyperlinked to the document. On **02/14/2020**, I checked the  
15 CM/ECF docket for this case and determined that the aforementioned person(s) are on the  
16 Electronic Mail Notice List to receive NEF transmission at the email address(es) indicated.

17 **(X) (BY MAIL).** I enclosed the document(s) in a sealed envelope or package and placed the  
18 envelope for collection and mailing, following our ordinary business practices. I am readily  
19 familiar with the practice of Smiley Wang-Ekvall, LLP for collecting and processing  
20 correspondence for mailing. On the same day that correspondence is placed for collection and  
21 mailing, it is deposited in the ordinary course of business with the United States Postal Service, in  
22 a sealed envelope with postage fully prepaid. I am a resident or employed in the county where  
23 the mailing occurred. The envelope was placed in the mail at Costa Mesa, California.

24 **( ) (BY E-MAIL).** By scanning the document(s) and then e-mailing the  
25 resultant pdf to the e-mail address indicated above per agreement. Attached to  
26 this declaration is a copy of the e-mail transmission.

27 **( ) (BY FACSIMILE).** I caused the above-referenced documents to be  
28 transmitted to the noted addressee(s) at the fax number as stated. Attached to this  
declaration is a "TX Confirmation Report" confirming the status of transmission.  
Executed on \_\_\_\_\_, at Costa Mesa, California.

**( ) STATE** I declare under the penalty of perjury under the laws of the State of  
California that the above is true and correct.

**(X) FEDERAL** I declare that I am employed in the office of a member of the bar  
of this court at whose direction the service was made.

Executed on February 14, 2020, at Costa Mesa, California.

/s/ Gabriela Gomez-Cruz

Gabriela Gomez-Cruz

**SERVICE LIST**

**BY COURT VIA NOTICE OF ELECTRONIC FILING ("NEF"):**

- Kyra E Andrassy  
kandrassy@swelawfirm.com,jchung@swelawfirm.com,lgarrett@swelawfirm.com,gacruz@swelawfirm.com
- Robert A Merring  
rmerring@merringlaw.com
- Douglas M Miller  
millerdou@sec.gov,kassabguir@sec.gov,longoa@sec.gov,larofiling@sec.gov,irwinma@sec.gov
- Michael Lewis Simon  
msimon@swelawfirm.com,jchung@swelawfirm.com,lgarrett@swelawfirm.com,gacruz@swelawfirm.com