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Attorneys for Jeffrey E. Brandlin,  
Receiver

**UNITED STATES DISTRICT COURT**

**CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION**

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

**MOTION OF JEFFREY E.  
BRANDLIN, PERMANENT  
RECEIVER, FOR AUTHORITY TO  
COMMENCE LITIGATION TO  
RECOVER FRAUDULENT  
TRANSFERS AND EMPLOY  
ERVIN COHEN & JESSUP LLP AS  
SPECIAL COUNSEL ON A  
CONTINGENCY BASIS;  
MEMORANDUM OF POINTS AND  
AUTHORITIES; DECLARATIONS  
OF JEFFREY E. BRANDLIN AND  
BYRON Z. MOLDO**

[Notice of Motion submitted  
concurrently herewith]

DATE: June 8, 2020

TIME: 1:30 p.m.

CTRM: 10A

350 W. 1<sup>st</sup> Street

Los Angeles, CA 90012

JUDGE: Hon. Stephen V. Wilson

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## MOTION

Jeffrey E. Brandlin, Permanent Receiver (“Receiver”) for NTV Financial Group, Inc. (“NTV”) and its subsidiaries and affiliates, hereby moves the Court for an order authorizing the Receiver to commence litigation to recover fraudulent transfers made to certain individuals and/or entities that either 1) invested with NTV and received more than their investment; or 2) received funds from NTV and NTV did not receive adequate consideration in exchange therefor.

This Motion involves two types of claims. The first set of claims are fraudulent transfer claims the Receiver believes are appropriate to assert against individuals or entities that invested with NTV and received more than the amount invested. The Receiver believes these excess funds are recoverable either as actual or constructive fraudulent transfers. By this Motion the Receiver seeks this Court’s authority to commence litigation to recover the fraudulent transfers made to investors or others who transacted business with NTV.

The second set of claims that the Receiver proposes to pursue are claims against individuals and entities that received funds from NTV and NTV did not receive adequate consideration in exchange therefor.

The Receiver believes that the potential amount to be recovered by pursuing these claims is approximately \$1,000,000.00. If the Receiver can settle or recover the funds without commencing litigation, he will attempt to do so. However, the Receiver believes it is appropriate to have authority to commence litigation to recover the funds owed if settlements cannot be achieved.

If litigation is commenced, the Receiver would prefer to bring suit before this Court. This Court will have jurisdiction over any actions filed by

1 the Receiver pursuant to 28 U.S.C. § 1367, and since the lawsuits will be  
 2 ancillary to this action and the receivership pending before this Court.  
 3 Donell v. Kowell, 533 F.3d 762, 769 (9th Cir. 2008).

4 The Receiver also seeks this Court's authority to make an initial  
 5 settlement offer to the investors, individuals and entities that received  
 6 alleged fraudulent transfers (hereinafter the "Winners") prior to filing suit  
 7 against them, in the hope that some of the Winners will agree to return the  
 8 transfers they received without the necessity of the Receiver commencing  
 9 suit against them. The Receiver, therefore, requests this Court's authority to  
 10 make an initial settlement offer to the Winners in an amount to be  
 11 recommended by the Receiver at the hearing on this Motion.

12 The Receiver also seeks authority to settle with the Winners without  
 13 subsequent court approval. Because the Receiver believes such specific  
 14 authority should be under seal so the Winners and their counsel are not  
 15 aware of the amount that the Receiver is authorized to settle a lawsuit, the  
 16 Receiver will suggest a settlement figure in Court at the hearing on this  
 17 motion, or if the Court prefers, in chambers or by written submission under  
 18 seal.

## 19 MEMORANDUM OF POINTS AND AUTHORITIES

### 20 I.

### 21 INTRODUCTION

22 On June 24, 2019, this Court issued its order that appointed Jeffrey E.  
 23 Brandlin as Receiver.

24 On July 3, 2019, this Court entered its Preliminary Injunction and  
 25 Orders (1) Freezing Assets; (2) Requiring Accountings; (3) Prohibiting the  
 26 Destruction of Documents; (4) and Appointing a Permanent Receiver  
 27  
 28

1 ("Order"), which appointed Jeffrey E. Brandlin ("Receiver"), as Permanent  
2 Receiver for defendant NTV Financial Group, Inc. ("NTV") and its  
3 subsidiaries and affiliates, and of all bank and brokerage accounts through  
4 which Defendants Richard Nguyen's NTV's investors and/or clients' funds  
5 have flowed, including but not limited to the accounts set forth in paragraph  
6 VII of the Order. A true and correct copy of the Order is attached hereto as  
7 Exhibit "A."

8 On September 18, 2019, this Court entered its Amended Preliminary  
9 Injunction and Orders Continuing: (1) Freezing of Assets; (2) Requiring  
10 Accountings; (3) Prohibiting the Destruction of Documents; and (4)  
11 Appointing Receiver ("Amended Order"). A true and correct copy of the  
12 Amended Order is attached hereto as Exhibit "B." Also on September 18,  
13 2019, the Court entered an order granting the Receiver's Motion for Order In  
14 Aid of Receivership, which approved the retention of Smiley Wang-Ekvall,  
15 LLP, as the Receiver's general counsel.

16 The Order and Amended Order provided, among other things, that the  
17 Receiver had the full powers of an equity receiver, including, but not limited  
18 to, full power over all funds, assets, collateral, premises (whether owned,  
19 leased, occupied, or otherwise controlled), choses in action, books, records,  
20 papers and other property belonging to, being managed by or in the  
21 possession of or control of NTV, its subsidiaries and affiliates, and/or the  
22 Subject Accounts (as defined in the Order and Amended Order).

23 Upon his appointment, the Receiver took possession of the books and  
24 records of NTV located at 900 W. 17<sup>th</sup> Street, Unit B, Santa Ana, CA. The  
25 Receiver and his team reviewed all of the NTV books and records that were  
26 seized. In addition, the Receiver notified all of the financial institutions listed  
27 in the Order and Amended Order of his appointment, requested turnover of  
28

1 funds in the bank accounts, and requested documents to understand the  
2 activity in each of the accounts. In addition to requesting documents from  
3 financial and brokerage institutions, the Receiver served subpoenas on a  
4 number of third parties. Documents were received from financial and  
5 brokerage institutions, and the third parties, and reviewed by the Receiver  
6 and his forensic accountants. Based on that review, and other information  
7 available to the Receiver, the Receiver believes he possesses claims that  
8 can be pursued to recover money for the receivership estate and defrauded  
9 investors.

10 The first set of claims to pursue are fraudulent transfer claims the  
11 Receiver believes are appropriate to assert against individuals or entities  
12 that invested with NTV and received more than the amount invested. The  
13 Receiver believes these excess funds are recoverable either as actual or  
14 constructive fraudulent transfers.

15 The second set of claims that the Receiver proposes to pursue are  
16 claims against individuals and entities that received funds from NTV and  
17 NTV did not receive adequate consideration in exchange.

18 The Receiver believes that the potential amount to be recovered by  
19 pursuing these claims is approximately \$1,000,000.00. If the Receiver can  
20 settle or recover the funds without commencing litigation he will attempt to  
21 do so. However, the Receiver believes it is appropriate to have authority to  
22 commence litigation to recover the funds owed if settlements cannot be  
23 achieved.

24 Based on his investigation, the Receiver believes that NTV and  
25 Defendant Richard Vu Nguyen ("Nguyen") engaged in Ponzi-like activity.  
26 For example, substantial funds that were paid by investors were used by  
27 NTV for the benefit of Defendant Nguyen and his family. The Receiver  
28

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1 believes that these payments are recoverable as fraudulent transfers under  
2 California law, specifically the Uniform Voidable Transaction Act (California  
3 Code of Civil Procedure § 3439 et seq.), and established Ninth Circuit law.  
4 To the extent the Receiver believes an individual investor or entity that  
5 received payments knew or should have known of the fraudulent nature of  
6 the investment offering or payments, the Receiver may also seek to recover  
7 the investor's principal as well "profits" paid to the investor.

8 Jurisdiction and venue for the Receiver's proposed lawsuits are  
9 properly before this Court because the Receiver's proposed lawsuits will be  
10 ancillary to this receivership action. 28 U.S.C. § 1367; Donell v. Kowell,  
11 supra. at 769; Haile v. Henderson Nat'l Bank, 657 F.2d 816, 822 (6th Cir.  
12 1981), cert. denied, 455 U.S. 949 (1982); Scholes v. Lehmann, 56 F.3d  
13 1750, 1753 (7th Cir.), cert. denied, 516 U.S. 1028 (1995).

14 In an attempt to conserve costs, the Receiver also seeks authority  
15 from this Court to make an initial offer to settle the Receiver's proposed  
16 litigation before filing suit. The Receiver proposes to offer to settle with the  
17 investor or any potential defendant for a percentage of the false profit  
18 received (so long as the Receiver believes the investor did not know of the  
19 fraudulent nature of the investment), or the amount paid by NTV for which  
20 NTV did not receive a reasonably equivalent value in exchange. The  
21 amount of the discount will be recommended by the Receiver at the hearing  
22 on this motion. The Receiver also requests authority to settle with the  
23 proposed defendants, without additional Court approval, if settlement cannot  
24 be reached for the amount of the initial settlement offer. The Receiver will  
25 suggest a percentage settlement amount at the hearing on this motion.  
26 Settlements for less than that amount will only be made by the Receiver  
27 upon Court approval.  
28

1 II.

2 **LEAVE IS NECESSARY FOR THE**  
 3 **RECEIVER TO COMMENCE THE PROPOSED LITIGATION**

4 Because the Receiver is an officer or representative of the Court and  
 5 acts, in effect, on the Court's behalf, it is general receivership law that before  
 6 a receiver commences major litigation a receiver is required to obtain court  
 7 approval to do so. "A receiver should obtain leave to sue not only on  
 8 obligations accruing to him and resulting from his administration of the  
 9 estate but also on obligations accruing to the defendant." 2 Clark, Law of  
 10 Receivers § 583 (3rd ed. 1959) (hereinafter "Clark"). In this case, the Order  
 11 and Amended Order authorize, empower, and direct the Receiver:

12  
 13 to employ attorneys, accountants, and others to  
 14 investigate and, where appropriate, to institute, pursue,  
 15 and prosecute all claims and causes of action of  
 16 whatever kind and nature which may now or hereafter  
 17 exist as a result of the activities of present or past  
 employees or agents of Defendant NTV Financial, its  
 subsidiaries and affiliates and/or the Subject Accounts;

18 Although this authority exists, receivership law still suggests that  
 19 specific authority be obtained when commencing major litigation, as is  
 20 contemplated by the Receiver here. "Frequently the order appointing a  
 21 receiver sets out in length the powers and duties of the receiver . . . . In such  
 22 cases, the receiver is, by the order of appointment, given the power to bring  
 23 certain suits for the purpose of collecting assets and for other purposes.  
 24 Even in such cases where the suit to be brought by the receiver is one of  
 25 any consequence and was not strictly contemplated by the order of  
 26 appointment, the receiver should have a special order for bringing such a  
 27 suit." 2, Clark § 583(b).  
 28



1 The fraudulent transfer litigation proposed by the Receiver is not  
 2 unique or unusual in cases such as this. In the bankruptcy context, trustees  
 3 have often brought suits against investors in a Ponzi scheme to recover the  
 4 profits paid to them. See In re Agricultural Research & Technology Group,  
 5 supra.; In re United Energy Corp., 944 F.2d 589 (9th Cir. 1991); In re Int'l  
 6 Loan Network, Inc., 160 B.R. 1 (Bankr. D. Colo. 1993); In re Independent  
 7 Clearing House Co., 77 B.R. 843 (D. Utah 1987). In each of these cases the  
 8 bankruptcy trustee pursued fraudulent transfer claims under 11 U.S.C. §  
 9 548, as well as on alternative theories under 11 U.S.C. § 544(b), which, in  
 10 effect, incorporates relevant state fraudulent transfer statutes. See, for  
 11 example, In re Agricultural Research & Technology Group, Inc., supra.  
 12 where the court discusses the Hawaii fraudulent transfer statute used by the  
 13 trustee, and where the Court found that the trustee could recover under that  
 14 theory.<sup>1</sup> The Ninth Circuit confirmed that receivers can pursue similar  
 15 actions. Donell v. Kowell, supra. (hereinafter “Donell”).

16 The basic theory of these cases is that the transfers made to investors  
 17 in a Ponzi scheme are made by the transferor with the “actual intent to  
 18 hinder, delay and defraud” other creditors of the transferor; which is the  
 19 definition of a fraudulent transfer under many state fraudulent transfer laws,  
 20 including California’s. See California Code of Civil Procedure §  
 21 3439.04(a)(1) (“A transfer made or obligation incurred by a debtor is  
 22 voidable as to a creditor, whether the creditor’s claim arose before or after  
 23 the transfer was made or the obligation was incurred, if the debtor made the  
 24 transfer or incurred the obligation as follows: (1) With actual intent to hinder,  
 25 delay, or defraud any creditor of the debtor.”). The case law consistently  
 26

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27 <sup>1</sup> The Ninth Circuit noted that where one sues under state fraudulent transfer laws,  
 28 bankruptcy cases discussing the recovery of fraudulent transfers under 11 U.S.C. § 548  
 “are persuasive authority due to the similarity of laws in this area.” *Id.* at 534.



1 holds that where a debtor is operating a Ponzi scheme, intent to defraud can  
 2 be inferred merely from that fact. Donell, 533 F.3d at 770; In re Baker &  
 3 Getty Fin. Serv., Inc., 98 B.R. 300, 308 (Bankr. N.D. Ohio 1989) (“The  
 4 statutory language makes it plain that one can infer an intent to defraud from  
 5 the mere fact that the debtors were operating a Ponzi scheme.”). In In re  
 6 Independent Clearing House Co., the court also held that actual intent to  
 7 hinder, delay and defraud is established as a matter of law merely by the  
 8 operation of a Ponzi scheme. In explaining, the Court construed the Utah  
 9 fraudulent transfer statute, which is identical to the California statute, and  
 10 stated:

11 A Ponzi scheme cannot work forever. The investor  
 12 pool is a limited resource and will eventually run dry.  
 13 The perpetrator must know that the scheme will  
 14 eventually collapse as a result of the inability to attract  
 15 new investors. The perpetrator nevertheless makes  
 16 payments to present investors, which by definition, are  
 17 meant to attract new investors. He must know all  
 18 along, from the very nature of his activities, that  
 19 investors at the end of the line will lose their money.  
 Knowledge to a substantial certainty constitutes intent  
 in the eyes of the law . . . and a debtor’s knowledge  
 that a future investor will not be paid is sufficient to  
 establish his actual intent to defraud them.

20 77 B.R. at 860.

21 Indeed, the Sixth Circuit has held that intent to defraud is not  
 22 debatable where a Ponzi scheme is involved. Conroy v. Shott, 363 F.2d 90,  
 23 91-92 (6th Cir.), cert. denied, 385 U.S. 969 (1966). The Ninth Circuit has  
 24 also adopted this view. See In re Agricultural Research & Technology  
 25 Group, Inc., 916 F.2d at 536 (“[T]he mere existence of a Ponzi scheme,  
 26 which could be established by circumstantial evidence, has been found to fill  
 27 the requirement of actual intent on the part of the debtor.”).  
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1 Although the cases cited above are bankruptcy cases, receivers have  
2 also successfully brought fraudulent transfer actions in Ponzi schemes to  
3 recover the false profits paid by the receivership defendants. See Donell,  
4 533 F.3d 762 (summary judgment affirmed for receiver); Scholes v. African  
5 Enter., Inc., 838 F. Supp. 349 (N.D. Ill. 1993) (receiver has standing to bring  
6 fraudulent transfer claims against winners in a Ponzi scheme); Scholes v.  
7 Aims, 850 F. Supp. 707 (N.D. Ill. 1994) (Summary judgment granted to  
8 receiver on fraudulent transfer action brought against winners in Ponzi  
9 scheme to recover payments in excess of original principal investments);  
10 Warfield v. Byron, 436 F.2d 551, 558 (5th Cir. 2006) (“The Receiver’s proof  
11 that RDI operated as a Ponzi scheme established the fraudulent intent  
12 behind transfers made by RDI”).

13 Since existing law supports the Receiver’s fraudulent transfer claims,  
14 this Court should authorize the Receiver to commence the proposed  
15 litigation so that the funds fraudulently transferred can be recovered for the  
16 Receivership Estate.<sup>2</sup>

### 17 18 III.

#### 19 **THE COURT SHOULD GIVE THE RECEIVER INITIAL SETTLEMENT** 20 **AUTHORITY WITH REGARD TO THE PROPOSED LITIGATION**

21 Should this Court grant the Receiver’s motion and authorize him to  
22 commence the proposed litigation, the Receiver intends to serve a demand  
23 letter on the proposed defendants with an explanation of the proposed  
24

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25 <sup>2</sup> If the Receiver determines that a particular investor knew or should have known of  
26 the fraudulent nature of the investment or payment received, the Receiver may also seek  
27 to recover the principal returned to that person or entity. See In re M&L Bus. Mach. Co.,  
28 Inc., 84 F.3d 1330, 1338 (10 Cir.) cert. denied, 514 U.S. 1040 (1996). Similarly, if the  
Receiver determines payments were made to Nguyen family members the Receiver may  
seek to recover the entire transfer made.

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1 lawsuit, the facts underlying the proposed lawsuit, and the legal authority in  
2 support of the lawsuit. At the same time, the Receiver proposes to submit a  
3 settlement offer to the intended defendants of a certain percentage of the  
4 demand made on each defendant. The Receiver will propose a percentage  
5 to the Court at the hearing on this motion. It is the Receiver's hope that  
6 some of the proposed defendants will accept the Receiver's offer and settle  
7 their liability to the Estate at the outset, without the Estate having to spend  
8 time and incur expenses. The Receiver requires this Court's authority to  
9 make such a settlement offer.

10 The Receiver also believes that it is likely that his offer will be met by  
11 counter-offers, at least from some of the defendants and their counsel. In  
12 addition, once litigation is commenced, the Receiver is hopeful of settling the  
13 litigation. The Receiver, therefore, requests that he have authority, without  
14 further court order, to settle the fraudulent transfer litigation or the demands  
15 at a pre-approved level.

16 Normally, when a receiver is involved in litigation and reaches a  
17 compromise with a defendant, the receiver would prepare and file a motion  
18 to obtain court approval of the compromise. This practice and procedure is  
19 in accord with general receivership law. "If the receiver's order of  
20 appointment expressly authorizes the receiver to compromise such claims,  
21 then he must use his discretion and best business judgment as to matters  
22 too small to present to the court. However, it is better practice and the better  
23 part of wisdom to go to the court and ask the court's instructions as to  
24 compromising large or substantial claims." 2 Clark § 655. This process is  
25 similar to Bankruptcy Rule 9019. See Local Rule 66-8.

26 The Receiver believes it would be more efficient if the Receiver was  
27 not required to prepare and file separate motions each time he agrees to a  
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1 settlement with a defendant. Instead, the Receiver believes it would be  
2 more efficient and cost-effective for this Court to establish an initial  
3 settlement guideline pursuant to which the Receiver can settle with  
4 defendants without being required to prepare and file motions to obtain  
5 settlement approval. The Receiver will propose a specific percentage at the  
6 hearing on this motion, as the Receiver does not believe that any settlement  
7 authority he is given should be public. If a defendant or their counsel knows  
8 the extent of the Receiver's settlement authority, the Receiver believes that  
9 his ability to negotiate favorable settlements for the Estate will be impacted.  
10 The Receiver, therefore, requests that any settlement authority the Court  
11 orders be under seal.

#### 12 IV.

#### 13 **THE RECEIVER'S RETENTION OF SPECIAL COUNSEL ON A** 14 **CONTINGENCY BASIS TO RECOVER FUNDS IS IN THE BEST** 15 **INTERESTS OF THE RECEIVERSHIP ESTATE**

16 The Receiver proposes to retain Ervin Cohen & Jessup LLP ("ECJ") on  
17 a contingency basis to pursue recovery of funds for the receivership estate.<sup>3</sup>  
18 Specifically, the Receiver proposes to compensate ECJ as follows:  
19

- 20 a. 25% if funds are recovered prior to commencing  
21 litigation;  
22 b. 30% if funds are recovered after the  
23 commencement of litigation and more than thirty (30)  
24 days before trial; and  
25 c. 35% if funds are recovered less than thirty (30)  
26 days before trial or thereafter.

27  
28 <sup>3</sup> Smiley Wang-Ekvall, LLP, will remain as the Receiver's general counsel.

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1 In addition, the Receiver will reimburse ECJ for their out of pocket costs.

2 The Receiver recommends that the Court approve the retention of ECJ  
3 on the foregoing terms for several reasons. First, the receivership estate  
4 does not have the financial ability to pay the legal fees and costs on an  
5 hourly basis to attempt to recover the funds that were wrongfully disbursed  
6 by NTV. Second, ECJ possesses substantial experience in filing and  
7 prosecuting actions to recover funds in Ponzi schemes. Third, the proposed  
8 contingency fee structure is, in the Receiver's opinion, fair and reasonable.

9 Therefore, the Receiver requests that the Court approve and confirm  
10 his retention of ECJ as special counsel on the terms specified above for the  
11 express purpose of seeking to recover funds for the benefit of the  
12 receivership estate.

13  
14 **V.**

15 **CONCLUSION**

16 For the reasons set forth above, the Receiver requests that this Court  
17 grant the Receiver's motion and authorize him to commence litigation  
18 against persons and/or entities who were investors with NTV and received  
19 more than their investment, and against individuals and entities that received  
20 funds from NTV and NTV did not receive adequate consideration in  
21 exchange. In addition, the Receiver proposes to retain ECJ on a  
22 contingency fee basis to recover funds for the benefit of the receivership  
23 estate. Lastly, the Receiver requests authorization to make an initial  
24 settlement offer and to grant the Receiver settlement authority at a pre-  
25 approved level.

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DATED: May 5, 2020

SMILEY WANG-EKVALL, LLP

By: /s/ Michael L. Simon

Kyra E. Andrassy  
Michael L. Simon  
Counsel for Jeffrey E. Brandlin,  
Receiver

**DECLARATION OF JEFFREY E. BRANDLIN**

I, Jeffrey E. Brandlin:

I have personal knowledge of the facts set forth herein and if called as a witness I could and would competently testify thereto.

1. On June 24, 2019, this Court issued its order that appointed me as Receiver.

2. On July 3, 2019, this Court entered its Preliminary Injunction and Orders (1) Freezing Assets; (2) Requiring Accountings; (3) Prohibiting the Destruction of Documents; (4) and Appointing a Permanent Receiver ("Order"), which appointed me as Permanent Receiver ("Receiver") for defendant NTV Financial Group, Inc. ("NTV") and its subsidiaries and affiliates, and of all bank and brokerage accounts through which Defendants Richard Nguyen's NTV's investors and/or clients' funds have flowed, including but not limited to the accounts set forth in paragraph VII of the Order. A copy of the Order is attached hereto, marked **Exhibit "A,"** and incorporated herein by reference.

3. On September 18, 2019, this Court entered its Amended Preliminary Injunction and Orders Continuing: (1) Freezing of Assets; (2) Requiring Accountings; (3) Prohibiting the Destruction of Documents; and (4) Appointing Receiver ("Amended Order"). A copy of the Amended Order is attached hereto marked **Exhibit "B,"** and incorporated herein by reference.

4. The Order and Amended Order provide, among other things, that as Receiver I have the full powers of an equity receiver, including, but not limited to, full power over all funds, assets, collateral, premises (whether owned, leased, occupied, or otherwise controlled), choses in action, books, records, papers and other property belonging to, being managed by or in the



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1 possession of or control of NTV, its subsidiaries and affiliates, and/or the  
2 Subject Accounts (as defined in the Order and Amended Order).

3       5.     Upon my appointment, I assumed possession of the books and  
4 records of NTV located at 900 W. 17<sup>th</sup> Street, Unit B, Santa Ana, CA. My  
5 team and I reviewed all of the NTV books and records that were seized. In  
6 addition, I notified all of the financial institutions listed in the Order and  
7 Amended Order of my appointment, requested turnover of funds in the bank  
8 accounts, and requested documents to understand the activity in each of the  
9 accounts. In addition to requesting documents from financial and brokerage  
10 institutions, I served subpoenas on a number of third parties. Documents  
11 were received from financial and brokerage institutions, and the third parties,  
12 and reviewed by me and my forensic accountants. Based on that review,  
13 and other information available to me, I believe that I possess claims that  
14 can be pursued to recover money for the receivership estate and defrauded  
15 investors.

16       6.     The first set of claims to pursue are fraudulent transfer claims I  
17 believe are appropriate to assert against individuals or entities that invested  
18 with NTV and received more than the amount invested. In my opinion, the  
19 excess funds received are recoverable as fraudulent transfers.

20       7.     The second set of claims that I propose to pursue are claims  
21 against individuals and entities that received funds from NTV and NTV did  
22 not receive adequate consideration in exchange.

23       8.     I believe that the potential amount to be recovered by pursuing  
24 these claims is approximately \$1,000,000.00. If I can settle or recover the  
25 funds without commencing litigation I will attempt to do so. However, I  
26 believe it is appropriate to have authority to commence litigation to recover  
27 the funds owed if settlements cannot be achieved.

28

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1           9.     Based on my investigation, I believe that NTV and Defendant  
2 Richard Vu Nguyen (“Nguyen”) were engaged in Ponzi-like activity. For  
3 example, substantial funds that were paid by investors were used by NTV  
4 for the benefit of Defendant Nguyen and his family. I believe that these  
5 payment are recoverable as fraudulent transfers under California law, and  
6 established Ninth Circuit law. To the extent I believe an individual investor  
7 or entity who received payments knew or should have known of the  
8 fraudulent nature of the investment offering or payments, I may also seek to  
9 recover the investor’s principal as well “profits” paid to the investor.

10           10.    I believe, in my business judgment, that it is in the best interests  
11 of the Receivership Estate and the defrauded investors that I be granted  
12 permission by this Court to commence both types of litigation.

13           11.    I intend to serve a demand letter on the proposed defendants  
14 with an explanation of the proposed lawsuit, the facts underlying the  
15 proposed lawsuit, and the legal authority in support of the lawsuit. At the  
16 same time, I propose to submit a settlement offer to the intended defendants  
17 of a certain percentage of the demand made on each defendant. I will  
18 propose a percentage to the Court at the hearing on this motion. It is my  
19 hope that some of the proposed defendants will accept my offer and settle  
20 their liability to the Estate at the outset, without the Estate having to spend  
21 time and incur expenses. However, in order to make such a settlement offer  
22 I require the authority of this Court.

23           12.    I also believe that it is likely that my offer will be met by counter-  
24 offers, at least from some of the defendants and their counsel. In addition,  
25 once litigation is commenced, I am hopeful of settling the litigation. I,  
26 therefore, request that I have authority, without further court order, to settle  
27 the fraudulent transfer litigation or the demands at a pre-approved level.  
28

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

1           13. Normally, when a receiver is involved in litigation and reaches a  
2 compromise with a defendant, the receiver would prepare and file a motion  
3 to obtain court approval of the compromise. This practice and procedure is  
4 in accord with general receivership law. I believe it would be more efficient if  
5 I was not required to prepare and file separate motions each time I agreed to  
6 a settlement with a defendant. Instead, I believe it would be more efficient  
7 and cost-effective for this Court to establish an initial settlement guideline  
8 pursuant to which I can settle with defendants without being required to  
9 prepare and file motions to obtain settlement approval. I will propose a  
10 specific percentage at the hearing on this motion, as I do not believe that  
11 any settlement authority I am given should be public. If a defendant or their  
12 counsel knew the extent of my settlement authority, I believe that my ability  
13 to negotiate favorable settlements for the Estate would be impacted.  
14 Therefore, I request that any settlement authority the Court orders be under  
15 seal.

16           14. I propose to retain Ervin Cohen & Jessup LLP ("ECJ") on a  
17 contingency basis to pursue recovery of the claims described above for the  
18 receivership estate. Specifically, I propose to compensate ECJ as follows:

- 19           a. 25% if funds are recovered prior to commencing litigation;  
20           b. 30% if funds are recovered after the commencement of  
21 litigation and more than thirty (30) days before trial;  
22           c. 35% if funds are recovered less than thirty (30) days  
23 before trial or thereafter.

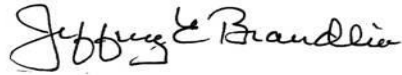
24 In addition, I will reimburse ECJ for their out of pocket costs.

25           15. I recommend that the Court approve the retention of ECJ on the  
26 foregoing terms for several reasons. First, the receivership estate does not  
27 have the financial ability to pay the legal fees and costs on an hourly basis to  
28

1 attempt to recover the funds that were wrongfully disbursed by NTV.  
2 Second, ECJ possesses substantial experience in filing and prosecuting  
3 actions to recover funds in Ponzi schemes. Third, the proposed contingency  
4 fee structure is, in my opinion, fair and reasonable.

5 16. Therefore, I request that the Court approve and confirm my  
6 retention of ECJ as special counsel on the terms specified above for the  
7 express purpose of seeking to recover funds for the benefit of the  
8 receivership estate.

9  
10 I declare under penalty of perjury that the foregoing is true and correct.  
11 Executed this 9th day of April, 2020, at Los Angeles, California.

12  
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15 JEFFREY E. BRANDLIN  
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**DECLARATION OF BYRON Z. MOLDO**

I, Byron Z. Moldo, hereby declare as follows:

1. I am an attorney at law, duly licensed to practice before all of the federal and state courts located in the State of California and am a partner of Ervin Cohen & Jessup LLP ("ECJ"). The foregoing and hereafter stated facts are within my personal knowledge and, if called as a witness in this matter, I could and would competently testify thereto.

2. On or about March 5, 2020, I was contacted by Jeffrey E. Brandlin, Permanent Receiver ("Receiver") who requested that ECJ serve as his special counsel in this matter to pursue the recovery, on a contingency basis, of the following:

a. Claims against individuals or entities that invested with NTV Financial Group, Inc. ("NTV") and received more than the amount invested;

b. Claims against individuals and entities that received funds from NTV and NTV did not receive adequate consideration in exchange.

3. On or about March 23, 2020, on behalf of ECJ, I agreed to represent the Receiver as special counsel on a contingency basis in this matter. ECJ has agreed to be compensated as follows:

a. 25% if funds are recovered prior to commencing litigation;

b. 30% if funds are recovered after the commencement of litigation and more than thirty (30) days before trial;

c. 35% if funds are recovered less than thirty (30) days before trial or thereafter; and

d. The receivership estate will reimburse ECJ for their out of pocket costs.

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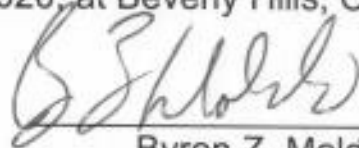
1 The proposed contingency fee to be paid to ECJ is less than the regular  
2 contingency fee charged by ECJ which is:  
3 a. 30% if funds are recovered prior to commencing litigation;  
4 b. 35% if funds are recovered after the commencement of  
5 litigation and more than thirty (30) days before trial;  
6 c. 40% if funds recovered less than thirty (30) days before  
7 trial or thereafter; and  
8 d. Payment of costs by the client.

9 4. Neither I, nor ECJ, are the attorneys for, associated with, or  
10 employed by an attorney for any party in this action.

11 5. I have been licensed as an attorney in the State of California  
12 since 1983. My area of specialization is receiverships, and I serve as a  
13 receiver in both state and federal courts, and as counsel for receivers in both  
14 state and federal courts. A true and correct copy of my *curriculum vitae* is  
15 attached hereto as **Exhibit "C."**

16 I declare under penalty of perjury under the laws of the State of  
17 California that the foregoing is true and correct.

18 Executed this 9<sup>th</sup> day of April, 2020, at Beverly Hills, California.

19  
20 

21 Byron Z. Moldo  
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**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  
3 am 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 **05/05/20**, I served true copies of the following document(s) described as  
5 **MOTION OF JEFFREY E. BRANDLIN, PERMANENT RECEIVER, FOR AUTHORITY**  
6 **TO COMMENCE LITIGATION TO RECOVER FRAUDULENT TRANSFERS AND**  
7 **EMPLOY ERVIN COHEN & JESSUP LLP AS SPECIAL COUNSEL ON A**  
8 **CONTINGENCY BASIS; MEMORANDUM OF POINTS AND AUTHORITIES;**  
9 **DECLARATIONS OF JEFFREY E. BRANDLIN AND BYRON Z. MOLDO** on the  
interested parties in this action as follows:

8 **SEE ATTACHED SERVICE LIST**

9 **(X) (BY COURT VIA NOTICE OF ELECTRONIC FILING ("NEF"))** – Pursuant to United  
10 States District Court, Central District of California, Local Civil Rule 5-3, the foregoing  
11 document will be served by the court via NEF and hyperlinked to the document. On  
12 **05/05/20**, I checked the CM/ECF docket for this case and determined that the  
aforementioned person(s) are on the Electronic Mail Notice List to receive NEF  
transmission at the email address(es) indicated.

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

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

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

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

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

26 Executed on May 5, 2020, at Costa Mesa, California.

27  
28 /s/ Lynnette Garrett  
Lynnette Garrett



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

**SERVICE LIST**

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

- Kyra E Andrassy  
kandrassy@swelawfirm.com,jchung@swelawfirm.com,lgarrett@swelawfirm.com,g  
cruz@swelawfirm.com
- Robert A Merring  
rmerring@merringlaw.com
- Robert A Merring  
rmerring@merringlaw.com
- Douglas M Miller  
millerdou@sec.gov,kassabguir@sec.gov,longoa@sec.gov,larofiling@sec.gov,irwi  
nma@sec.gov
- Michael Lewis Simon  
msimon@swelawfirm.com,jchung@swelawfirm.com,lgarrett@swelawfirm.com,gcr  
uz@swelawfirm.com

**BY U.S. MAIL:**

Richard Nguyen  
12632 Jerome Lane  
Garden Grove, CA 92841

Mai Do  
12632 Jerome Lane  
Garden Grove, CA 92841

# EXHIBIT "A"

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4  
5 **UNITED STATES DISTRICT COURT**  
6 **CENTRAL DISTRICT OF CALIFORNIA**  
7

8  
9 SECURITIES AND EXCHANGE  
10 COMMISSION,

11 Plaintiff,

12 vs.

13 RICHARD VU NGUYEN, A/K/A  
14 NGUYEN THANH VU, and NTV  
FINANCIAL GROUP, INC.,

15 Defendants,

16 and

17 MAI DO,

18 Relief Defendant.  
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Case No. 8:19-cv-01174-AG-KES

**PRELIMINARY INJUNCTION AND  
ORDERS (1) FREEZING ASSETS; (2)  
REQUIRING ACCOUNTINGS; (3)  
PROHIBITING THE DESTRUCTION  
OF DOCUMENTS; (4) AND  
APPOINTING A PERMANENT  
RECEIVER**

1 This matter comes before the Court upon the Stipulation of Defendants Richard  
2 and Relief Defendant Mai Do, by and through their counsel Kien Le, and the court-  
3 appointed temporary receiver over Defendant NTV Financial Inc., Jeffrey E. Brandlin  
4 (“Receiver”), by and through his counsel, Kyra Andrassy, (collectively,  
5 “Defendants”), and the Stipulation of Plaintiff Securities and Exchange Commission  
6 (“SEC”) and Defendants to Entry of a Preliminary Injunction and a Continuation of  
7 Orders (1) Freezing Assets; (2) Requiring Accountings; (3) Prohibiting the  
8 Destruction of Documents; and (4) Appointing a Receiver.

9 The Court, having previously issued a Temporary Restraining Order and  
10 Orders (1) Freezing Assets, (2) Requiring Accountings, (3) Prohibiting the  
11 Destruction of Documents, and (4) Granting Expedited Discovery; and having  
12 previously appointed Jeffrey E. Brandlin as a temporary receiver over Defendant  
13 NTV Financial Inc., and having considered the SEC’s Complaint, TRO Application,  
14 the supporting Memorandum of Points and Authorities, the supporting declarations  
15 and exhibits, and any the other evidence and arguments presented to the Court, as  
16 well as the Consent and Stipulation filed by the parties, finds:

17 A. This Court has jurisdiction over the parties to, and the subject matter of,  
18 this action.

19 B. Defendants have consented and the Parties have stipulated to the entry of  
20 a preliminary injunction on the terms below.

21 **I.**

22 IT IS HEREBY ORDERED that the Parties’ Stipulation to the Entry of a  
23 Preliminary Injunction and Orders Freezing Assets, Requiring Accountings,  
24 Prohibiting the Destruction of Documents, and Appointing a Permanent Receiver are  
25 GRANTED.

26 **II.**

27 IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that Defendants  
28 NTV Financial and Nguyen are preliminarily restrained and enjoined from violating,

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

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

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

### 17 III.

18 IT IS FURTHER ORDERED that Defendants NTV Financial and Nguyen, and  
19 their officers, agents, servants, employees, attorneys, subsidiaries and affiliates, and  
20 those persons in active concert or participation with any of them, who receive actual  
21 notice of this Order, by personal service or otherwise, and each of them, be and hereby  
22 are preliminarily restrained and enjoined from, directly or indirectly, in the offer or  
23 sale of any securities, by the use of any means or instruments of transportation or  
24 communication in interstate commerce or by the use of the mails:

- 25 A. employing any device, scheme or artifice to defraud;
- 26 B. obtaining money or property by means of any untrue statement of a  
27 material fact or any omission to state a material fact necessary in order to  
28

1 make the statements made, in light of the circumstances under which  
2 they were made, not misleading; or

3 C. engaging in any transaction, practice, or course of business which  
4 operates or would operate as a fraud or deceit upon the purchaser;  
5 in violation of Section 17(a) of the Securities Act, 15 U.S.C. § 77q(a).

6 IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that, as  
7 provided in Federal Rule of Civil Procedure 65(d)(2), the foregoing paragraph also  
8 binds the following who receive actual notice of this Order by personal service or  
9 otherwise: (a) Defendants NTV Financial's and Nguyen's officers, agents, servants,  
10 employees, and attorneys; and (b) other persons in active concert or participation with  
11 any of the Defendants NTV Financial and Nguyen or with anyone described in (a).

12 **IV.**

13 IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that Defendants  
14 NTV Financial and Nguyen are preliminarily restrained and enjoined from

15 A. employing any device, scheme or artifice to defraud any client or  
16 prospective client; and

17 B. engaging in any transaction, practice, or course of business which  
18 operates or would operate as a fraud or deceit upon any client or  
19 prospective client;  
20 in violation of Sections 206(1) and (2) of the Advisers Act, 15 U.S.C. §§ 80b-6(1) &  
21 80b-6(2).

22 IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that, as  
23 provided in Federal Rule of Civil Procedure 65(d)(2), the foregoing paragraph also  
24 binds the following who receive actual notice of this Order by personal service or  
25 otherwise: (a) Defendants NTV Financial's and Nguyen's officers, agents, servants,  
26 employees, and attorneys; and (b) other persons in active concert or participation with  
27 any of the Defendants NTV Financial and Nguyen or with anyone described in (a).  
28

V.

IT IS FURTHER ORDERED that Defendants NTV Financial and Nguyen, and their agents, servants, employees, attorneys, and affiliates, and those persons in active concert or participation with any of them, who receive actual notice of this Order, by personal service or otherwise, and each of them, be and hereby are preliminarily restrained and enjoined from, directly or indirectly, by the use of the mails or any means or instrumentality of interstate commerce, while acting as an investment adviser to a pooled investment vehicle:

A. making any untrue statement of a material fact or omitting to state a material fact necessary to make the statements made, in the light of the circumstances under which they were made, not misleading, to any investor or prospective investor in a pooled investment vehicle;

B. engaging in any act, practice, or course of business that is fraudulent, deceptive, or manipulative with respect to any investor or prospective investor in a pooled investment vehicle;

in violation of Section 206(4) of the Advisers Act, 15 U.S.C. § 80b-6(4), and Rule 206(4)-8 thereunder, 17 C.F.R. § 275.206(4)-8.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that, as provided in Federal Rule of Civil Procedure 65(d)(2), the foregoing paragraph also binds the following who receive actual notice of this Order by personal service or otherwise: (a) Defendants NTV Financial's and Nguyen's officers, agents, servants, employees, and attorneys; and (b) other persons in active concert or participation with any of the Defendants NTV Financial and Nguyen or with anyone described in (a).

VI.

IT IS HEREBY FURTHER ORDERED that Defendants NTV Financial and Nguyen, and each of their agents, servants, employees and attorneys and those persons in active concert or participation with them who receive actual notice of this Order by personal service or otherwise, including facsimile transmission, electronic



mail, or overnight delivery service, are hereby prohibited from directly or indirectly, including through any entity they own or control, accessing any securities brokerage account of any third-party, including doing so with the consent of the account holder.

## VII.

IT IS FURTHER ORDERED that, except as otherwise ordered by this Court, there shall be a continuation of the freeze placed on all monies and assets (with an allowance for necessary and reasonable living expenses to be granted only upon good cause shown by application to the Court with notice to and an opportunity for the SEC to be heard) in all accounts at any bank, financial institution, brokerage firm, third-payment payment processor, held in the name of, for the benefit of, or over which account authority is held by Defendants NTV Financial and/or Nguyen, and/or by Relief Defendant Do, including but not limited to the accounts listed below:

INSTITUTION	ACCOUNT NAME/OWNER	ACCOUNT NO.
Bank Of America	NTV Financial Group Inc.	██████8771
Bank Of America	NTV Financial Group Inc. DBA NTLF (Nguyen Tran Le Fund)	██████-8768
Bank Of America	Richard Nguyen DBA NTV Service Group	██████-1210
JP Morgan Chase	NTV Financial Group Inc.	██████1135
JP Morgan Chase	Mai Do DBA NTV Business Group	██████3619
Wells Fargo Bank	NTV Financial Group Inc. DBA NTLF (Nguyen Tran Le Fund)	██████4464
Wells Fargo Bank	Richard Nguyen	██████8738
Banc of California	Mai Do	██████-2032
US Bank	Richard Nguyen DBA NTV Service Group	██████5338
Simple	Richard Nguyen	██████1511
Charles Schwab	NTV Financial Group Inc.	██████6464
Charles Schwab	Richard Nguyen	██████8787
E*Trade	Mai Do	██████3288
E*Trade	Mai Do	██████1301
E*Trade	Mai Do	██████2529
E*Trade	NTV Financial Group Inc.	██████1412
E*Trade	Richard Nguyen	██████9407
Interactive Brokers	NTV Financial Group Inc.	██████9327

Merrill Lynch	Richard Nguyen	1580
Apex Clearing/Ally Securities	Richard Nguyen	10-11

Any bank, financial institution, brokerage firm, or third-party payment processor shall continue to hold and retain within their control and prohibit the withdrawal, removal, transfer or other disposal of any such funds or other assets except as otherwise ordered by this Court.

### VIII.

IT IS FURTHER ORDERED that, except as otherwise ordered by this Court, each of the Defendants Nguyen and NTV Financial and the Relief Defendant Mai Do be and hereby are preliminarily restrained and enjoined from, directly or indirectly: destroying, mutilating, concealing, transferring, altering, or otherwise disposing of, in any manner, any documents, which includes all books, records, computer programs, computer files, data objects existing in any state, computer printouts, contracts, emails, correspondence, memoranda, brochures, or any other documents of any kind in their possession, custody or control, however created, produced, or stored (manually, mechanically, electronically, or otherwise), and any accounts, account passwords, computer passwords, device PINs and passwords, pertaining in any manner to Defendants NTV Financial or Nguyen.

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

### IX.

IT IS FURTHER ORDERED that Defendants Nguyen and NTV Financial and the Relief Defendant Mai Do remain under a continuing obligation to prepare and

1 deliver to the SEC, by no later than July 8, 2019, a detailed and complete schedule of  
2 all of their assets, including all real and personal property exceeding \$5,000 in value,  
3 and all bank, securities, and other accounts identified by institution, branch address,  
4 and account number. The accounting shall include a description of the sources of all  
5 such assets. Such accounting shall be filed with the Court and a copy shall be  
6 delivered by email to [millerdou@sec.gov](mailto:millerdou@sec.gov) and delivered by hand or overnight courier  
7 to the SEC to the attention of Douglas M. Miller, Trial Counsel, U.S. Securities and  
8 Exchange Commission, Los Angeles Regional Office, 444 South Flower Street, Suite  
9 900, Los Angeles, California, 90071, or such other place and person as counsel for  
10 the SEC may direct in writing. After completion of the accounting, each of the  
11 Defendants shall produce to the SEC at a time agreeable to the SEC, all books,  
12 records and other documents supporting or underlying their accounting.

13 **X.**

14 IT IS FURTHER ORDERED that Jeffrey Brandlin is appointed as permanent  
15 receiver of Defendant NTV Financial and its subsidiaries and affiliates, and of all  
16 bank and brokerage accounts through which Defendants Richard Nguyen's and NTV  
17 Financial's investors and/or clients' funds have flowed, including but not limited to  
18 the accounts set forth in paragraph VII above (the "Subject Accounts") (collectively  
19 with NTV Financial and its subsidiaries and affiliates, the "Receivership Entity"),  
20 with full powers of an equity receiver, including, but not limited to, full power over  
21 all funds, assets, collateral, premises (whether owned, leased, occupied, or otherwise  
22 controlled), choses in action, books, records, papers and other property belonging to,  
23 being managed by or in the possession of or control of Defendant NTV Financial, its  
24 subsidiaries and affiliates, and/or the Subject Accounts, and that such receiver  
25 continue to be authorized, empowered and directed:

- 26 A. to have access to and to collect and take custody, control, possession,  
27 and charge of all funds, assets, collateral, premises (whether owned,  
28 leased, occupied, or otherwise controlled), choses in action, books,

1 records, papers and other real or personal property, wherever located, of  
2 or managed by Defendant NTV Financial, its subsidiaries and affiliates,  
3 and/or the Subject Accounts, with full power to sue, foreclose, marshal,  
4 collect, receive, and take into possession all such property (including  
5 access to and taking custody, control, and possession of all such  
6 Defendant NTV Financial property, and that of its subsidiaries and  
7 affiliates NTV Financial and/or the Subject Accounts);

8 B. to have control of, and to be added as the sole authorized signatory for,  
9 all accounts of the entities in receivership, including all accounts at any  
10 bank, title company, escrow agent, financial institution or brokerage firm  
11 (including any futures commission merchant) which has possession,  
12 custody or control of any assets or funds of Defendant NTV Financial,  
13 and that of its subsidiaries and affiliates and the Subject Accounts, or  
14 which maintains accounts over which Defendant NTV Financial, its  
15 subsidiaries and affiliates, and/or the Subject Accounts have signatory  
16 authority;

17 C. to conduct such investigation and discovery as may be necessary to  
18 locate and account for all of the assets of or managed by Defendant NTV  
19 Financial, its subsidiaries and affiliates and/or the Subject Accounts, and  
20 to engage and employ attorneys, accountants and other persons to assist  
21 in such investigation and discovery;

22 D. to take such action as is necessary and appropriate to preserve and take  
23 control of and to prevent the dissipation, concealment, or disposition of  
24 any assets of or managed by Defendant NTV Financial, its subsidiaries  
25 and affiliates and/or the Subject Accounts;

26 E. to make an accounting, as soon as practicable, to this Court and the SEC  
27 of the assets and financial condition of Defendant NTV Financial, its  
28 subsidiaries and affiliates and/or the Subject Accounts, and to file the

accounting with the Court and deliver copies thereof to all parties;

F. to make such payments and disbursements from the funds and assets taken into custody, control, and possession or thereafter received by him or her, and to incur, or authorize the making of, such agreements as may be necessary and advisable in discharging his or her duties as permanent receiver;

G. to employ attorneys, accountants, and others to investigate and, where appropriate, to institute, pursue, and prosecute all claims and causes of action of whatever kind and nature which may now or hereafter exist as a result of the activities of present or past employees or agents of Defendant NTV Financial, its subsidiaries and affiliates and/or the Subject Accounts; and

H. to have access to and monitor all mail, electronic mail, and video phone of the entities in receivership in order to review such mail, electronic mail, and video phone which he or she deems relates to their business and the discharging of his or her duties as permanent receiver.

## **XI.**

IT IS FURTHER ORDERED that Defendant NTV Financial, its subsidiaries and affiliates and the Subject Accounts, including all of the other entities in receivership, and their officers, agents, servants, employees and attorneys, and any other persons who are in custody, possession or control of any assets, collateral, books, records, papers or other property of or managed by any of the entities in receivership, shall forthwith give access to and control of such property to the permanent receiver.

## **XII.**

IT IS FURTHER ORDERED that no officer, agent, servant, employee or attorney of Defendant NTV Financial, its subsidiaries and affiliates and/or the Subject Accounts shall take any action or purport to take any action, in the name of or on

1 behalf of Defendant NTV Financial, its subsidiaries and affiliates and/or the Subject  
2 Accounts, without the written consent of the permanent receiver or order of this  
3 Court.

4 **XIII.**

5 IT IS FURTHER ORDERED that, except by leave of this Court, during the  
6 pendency of this receivership, all clients, investors, trust beneficiaries, note holders,  
7 creditors, claimants, lessors and all other persons or entities seeking relief of any  
8 kind, in law or in equity, from Defendant NTV Financial, its subsidiaries and  
9 affiliates and/or the Subject Accounts, and all persons acting on behalf of any such  
10 investor, trust beneficiary, note holder, creditor, claimant, lessor, consultant group or  
11 other person, including sheriffs, marshals, servants, agents, employees and attorneys,  
12 are hereby restrained and enjoined from, directly or indirectly, with respect to these  
13 persons and entities:

- 14 A. commencing, prosecuting, continuing or enforcing any suit or  
15 proceeding (other than the present action by the SEC or any other action  
16 by the government) against any of them;
- 17 B. using self-help or executing or issuing or causing the execution or  
18 issuance of any court attachment, subpoena, replevin, execution or other  
19 process for the purpose of impounding or taking possession of or  
20 interfering with or creating or enforcing a lien upon any property or  
21 property interests owned by or in the possession of Defendant NTV  
22 Financial, its subsidiaries and affiliates and/or the Subject Accounts; and
- 23 C. doing any act or thing whatsoever to interfere with taking control,  
24 possession or management by the permanent receiver appointed  
25 hereunder of the property and assets owned, controlled or managed by or  
26 in the possession of Defendant NTV Financial, its subsidiaries and  
27 affiliates and/or the Subject Accounts, or in any way to interfere with or  
28 harass the permanent receiver or his or her attorneys, accountants,

employees, or agents or to interfere in any manner with the discharge of the permanent receiver's duties and responsibilities hereunder.

**XIV.**

IT IS FURTHER ORDERED that Defendant NTV Financial and its subsidiaries and affiliates, and their officers, agents, servants, employees and attorneys, and the Subject Accounts, shall cooperate with and assist the permanent receiver and shall take no action, directly or indirectly, to hinder, obstruct, or otherwise interfere with the permanent receiver or his or her attorneys, accountants, employees or agents, in the conduct of the permanent receiver's duties or to interfere in any manner, directly or indirectly, with the custody, possession, management, or control by the permanent receiver of the funds, assets, collateral, premises, and choses in action described above.

**XV.**

IT IS FURTHER ORDERED that Defendant NTV Financial and its subsidiaries and affiliates shall pay the costs, fees and expenses of the permanent receiver incurred in connection with the performance of his or her duties described in this Order, including the costs and expenses of those persons who may be engaged or employed by the receiver to assist him or her in carrying out his or her duties and obligations. All applications for costs, fees, and expenses for services rendered in connection with the receivership other than routine and necessary business expenses in conducting the receivership, such as salaries, rent, and any and all other reasonable operating expenses, shall be made by application setting forth in reasonable detail the nature of the services and shall be heard by the Court.

**XVI.**

IT IS FURTHER ORDERED that no bond shall be required in connection with the appointment of the permanent receiver. Except for an act of gross negligence, the permanent receiver shall not be liable for any loss or damage incurred by any of the defendants, their officers, agents, servants, employees and attorneys or any other



1 person, by reason of any act performed or omitted to be performed by the permanent  
2 receiver in connection with the discharge of his or her duties and responsibilities.

3 **XVII.**

4 IT IS FURTHER ORDERED that representatives of the SEC and any other  
5 government agency are authorized to have continuing access to inspect or copy any  
6 or all of the corporate books and records and other documents of Defendant NTV  
7 Financial, its subsidiaries and affiliates and/or the Subject Accounts, and continuing  
8 access to inspect their funds, property, assets and collateral, wherever located.

9 **XVIII.**

10 IT IS FURTHER ORDERED that any person who receives actual notice of this  
11 Order by personal service or otherwise, and who holds, possesses, or controls assets  
12 exceeding \$5,000 for the account or benefit of any of the Defendants, including any  
13 digital assets, digital securities, virtual currencies, digital tokens, cryptocurrencies,  
14 digital wallets, or other tangible, intangible, or digital assets, wherever located,  
15 including any such assets held in any safe deposit box, shall within 5 days of  
16 receiving actual notice of this Order provide counsel for the SEC a written statement  
17 identifying all such assets, the value of such assets, or best approximation thereof,  
18 and any account numbers or account names in which the assets are held.

19 **XIV.**

20 IT IS FURTHER ORDERED that the preliminary hearing scheduled for  
21 **July 8, 2019, and briefing schedule related to that hearing are vacated.**

22 //


23 //

**XV.**

IT IS FURTHER ORDRED that this Court shall retain jurisdiction over this action for the purpose of implementing and carrying out the terms of all orders and decrees which may be entered herein and to entertain any suitable application or motion for additional relief within the jurisdiction of this Court.

**IT IS SO ORDERED.**

Dated: July 2, 2019

  
UNITED STATES DISTRICT JUDGE

# EXHIBIT "B"

DOUGLAS M. MILLER (Cal. Bar No. 240398)  
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UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA  
Southern Division

SECURITIES AND EXCHANGE  
COMMISSION,

Plaintiff,

vs.

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-AG-KES

~~PROPOSED~~ AMENDED  
PRELIMINARY INJUNCTION AND  
ORDERS CONTINUING: (1)  
FREEZING OF ASSETS; (2)  
REQUIRING ACCOUNTINGS; (3)  
PROHIBITING THE DESTRUCTION  
OF DOCUMENTS; AND (4)  
APPOINTING RECEIVER

as

1 The Court, having read and considered Plaintiff Securities and Exchange  
2 Commission's ("SEC") *Ex Parte* Application to Amend Preliminary Injunction and a  
3 Continuation of Orders (1) Freezing Assets; (2) Requiring Accountings; (3)  
4 Prohibiting the Destruction of Documents; and (4) Appointing a Receiver (Dkt. No.  
5 46), defendant Richard Nguyen's and relief defendant Mai Do's opposition to that  
6 motion (Dkt. No. 49), and the arguments presented by the parties at the September  
7 12, 2019 hearing, hereby orders the following:

8 I.

9 IT IS HEREBY ORDERED that the SEC's *Ex Parte* Application to Amend  
10 Preliminary Injunction and Continue Orders (1) Freezing Assets; (2) Requiring  
11 Accountings; (3) Prohibiting the Destruction of Documents; and (4) Appointing a  
12 Receiver is GRANTED.

13 II.

14 IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that Defendants  
15 NTV Financial and Nguyen are preliminarily restrained and enjoined from violating,  
16 directly or indirectly, Section 10(b) of the Exchange Act [15 U.S.C. § 78j(b)] and  
17 Rule 10b-5 promulgated thereunder [17 C.F.R. § 240.10b-5], by using any means or  
18 instrumentality of interstate commerce, or of the mails, or of any facility of any  
19 national securities exchange, in connection with the purchase or sale of any security:

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

26 IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that, as  
27 provided in Federal Rule of Civil Procedure 65(d)(2), the foregoing paragraph also  
28 binds the following who receive actual notice of this Order by personal service or

otherwise: (a) Defendants NTV Financial's and Nguyen's officers, agents, servants, employees, and attorneys; and (b) other persons in active concert or participation with any of the Defendants NTV Financial and Nguyen or with anyone described in (a).

### III.

IT IS FURTHER ORDERED that Defendants NTV Financial and Nguyen, and their officers, agents, servants, employees, attorneys, subsidiaries and affiliates, and those persons in active concert or participation with any of them, who receive actual notice of this Order, by personal service or otherwise, and each of them, be and hereby are preliminarily restrained and enjoined from, directly or indirectly, in the offer or sale of any securities, by the use of any means or instruments of transportation or communication in interstate commerce or by the use of the mails:

- A. employing any device, scheme or artifice to defraud;
  - B. obtaining money or property by means of any untrue statement of a material fact or any omission to state a material fact necessary in order to make the statements made, in light of the circumstances under which they were made, not misleading; or
  - C. engaging in any transaction, practice, or course of business which operates or would operate as a fraud or deceit upon the purchaser;
- in violation of Section 17(a) of the Securities Act, 15 U.S.C. § 77q(a).

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that, as provided in Federal Rule of Civil Procedure 65(d)(2), the foregoing paragraph also binds the following who receive actual notice of this Order by personal service or otherwise: (a) Defendants NTV Financial's and Nguyen's officers, agents, servants, employees, and attorneys; and (b) other persons in active concert or participation with any of the Defendants NTV Financial and Nguyen or with anyone described in (a).

### IV.

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that Defendants NTV Financial and Nguyen are preliminarily restrained and enjoined from



- 1 A. employing any device, scheme or artifice to defraud any client or  
2 prospective client; and  
3 B. engaging in any transaction, practice, or course of business which  
4 operates or would operate as a fraud or deceit upon any client or  
5 prospective client;

6 in violation of Sections 206(1) and (2) of the Advisers Act, 15 U.S.C. §§ 80b-6(1) &  
7 80b-6(2).

8 IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that, as  
9 provided in Federal Rule of Civil Procedure 65(d)(2), the foregoing paragraph also  
10 binds the following who receive actual notice of this Order by personal service or  
11 otherwise: (a) Defendants NTV Financial's and Nguyen's officers, agents, servants,  
12 employees, and attorneys; and (b) other persons in active concert or participation with  
13 any of the Defendants NTV Financial and Nguyen or with anyone described in (a).

14 V.

15 IT IS FURTHER ORDERED that Defendants NTV Financial and Nguyen, and  
16 their agents, servants, employees, attorneys, and affiliates, and those persons in active  
17 concert or participation with any of them, who receive actual notice of this Order, by  
18 personal service or otherwise, and each of them, be and hereby are preliminarily  
19 restrained and enjoined from, directly or indirectly, by the use of the mails or any  
20 means or instrumentality of interstate commerce, while acting as an investment  
21 adviser to a pooled investment vehicle:

- 22 A. making any untrue statement of a material fact or omitting to state a  
23 material fact necessary to make the statements made, in the light of the  
24 circumstances under which they were made, not misleading, to any  
25 investor or prospective investor in a pooled investment vehicle;  
26 B. engaging in any act, practice, or course of business that is fraudulent,  
27 deceptive, or manipulative with respect to any investor or prospective  
28 investor in a pooled investment vehicle;

1 in violation of Section 206(4) of the Advisers Act, 15 U.S.C. § 80b-6(4), and Rule  
2 206(4)-8 thereunder, 17 C.F.R. § 275.206(4)-8.

3 IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that, as  
4 provided in Federal Rule of Civil Procedure 65(d)(2), the foregoing paragraph also  
5 binds the following who receive actual notice of this Order by personal service or  
6 otherwise: (a) Defendants NTV Financial's and Nguyen's officers, agents, servants,  
7 employees, and attorneys; and (b) other persons in active concert or participation with  
8 any of the Defendants NTV Financial and Nguyen or with anyone described in (a).

9 **VI.**

10 IT IS HEREBY FURTHER ORDERED that Defendants NTV Financial and  
11 Nguyen, and each of their agents, servants, employees and attorneys and those  
12 persons in active concert or participation with them who receive actual notice of this  
13 Order by personal service or otherwise, including facsimile transmission, electronic  
14 mail, or overnight delivery service, are hereby prohibited from directly or indirectly,  
15 including through any entity they own or control, accessing any securities brokerage  
16 account of any third-party, including doing so with the consent of the account holder.

17 **VII.**

18 IT IS FURTHER ORDERED that, except as otherwise ordered by this Court,  
19 Defendants NTV Financial and Nguyen, and Relief Defendant Mai Do, and their  
20 officers, agents, servants, employees, attorneys, subsidiaries and affiliate, and those  
21 persons in active concert with them, who receive actual notice of this Order, by  
22 personal service or otherwise, and each of them, be and hereby are temporarily  
23 restrained and enjoined from, directly or indirectly, transferring, assigning, selling,  
24 hypothecating, changing, wasting, dissipating, converting, concealing, encumbering,  
25 or otherwise disposing of, in any manner, any funds, assets, securities, claims or other  
26 real or personal property, including any notes or deeds of trust or other interest in real  
27 property, wherever located, of any one of the Defendants or Relief Defendants, or  
28 their subsidiaries or affiliates, owned by, controlled by, managed by or in the



possession or custody of any of them and from transferring, encumbering dissipating, incurring charges or cash advances on any debit or credit card of the credit arrangement of any one of the Defendants or Relief Defendants, or their subsidiaries and affiliates.

### VIII.

IT IS FURTHER ORDERED that, except as otherwise ordered by this Court, there shall be a continuation of the freeze placed on all monies and assets (with an allowance for necessary and reasonable living expenses to be granted only upon good cause shown by application to the Court with notice to and an opportunity for the SEC to be heard) in all accounts at any bank, financial institution, brokerage firm, third-payment payment processor, held in the name of, for the benefit of, or over which account authority is held by Defendants NTV Financial and/or Nguyen, and/or by Relief Defendant Do, including but not limited to the accounts listed below:

INSTITUTION	ACCOUNT NAME/OWNER	ACCOUNT NO.
Bank Of America	NTV Financial Group Inc.	██████████8771
Bank Of America	NTV Financial Group Inc. DBA NTLF (Nguyen Tran Le Fund)	██████████-8768
Bank Of America	Richard Nguyen DBA NTV Service Group	██████████-1210
Bank Of America	Mai Do POD Phuong Do	ending in 2347
Bank Of America	Custodial Account for Loan T Do Mai Do Rep Payee	ending in 5653
Bank of America	Mai Do	ending in 0399
JP Morgan Chase	NTV Financial Group Inc.	██████████1135
JP Morgan Chase	Mai Do DBA NTV Business Group	██████████3619
Wells Fargo Bank	NTV Financial Group Inc. DBA NTLF (Nguyen Tran Le Fund)	██████████4464
Wells Fargo Bank	Richard Nguyen	██████████8738
Banc of California	Mai Do	██████████-2032
US Bank	Richard Nguyen DBA NTV Service Group	██████████5338

Simple	Richard Nguyen	1511
Charles Schwab	NTV Financial Group Inc.	6464
Charles Schwab	Richard Nguyen	8787
E*Trade	Mai Do	3288
E*Trade	Mai Do	1301
E*Trade	Mai Do	2529
E*Trade	Mai Do	ending in 2378
E*Trade	NTV Financial Group Inc.	1412
E*Trade	Richard Nguyen	9407
Interactive Brokers	NTV Financial Group Inc.	9327
Merrill Lynch	Richard Nguyen	1580
Apex Clearing/Ally Securities	Richard Nguyen	10-11
Apex Clearing/Ally Securities	Richard Nguyen	9010
Apex Clearing/Ally Securities	Mai Do	6904

Any bank, financial institution or brokerage firm, or third-party payment processor holding such monies and assets described above shall hold and retain within their control and prohibit the withdrawal, removal, transfer or other disposal of any such funds or other assets except as otherwise ordered by this Court.

#### IX.

IT IS FURTHER ORDERED that, except as otherwise ordered by this Court, an immediate freeze shall be placed on the title of the following real and personal properties, which shall not be mortgaged, transferred, or otherwise hypothecated:

1.	12632 Jerome Lane, Garden Grove, CA 92841
2.	2101 N Westwood Ave., Santa Ana, CA 92706
3.	2506 Monte Carlo Dr., Santa Ana, CA 92706
4.	900 W. 17 <sup>th</sup> Street, Unit B,

	Santa Ana, CA 92706
5.	2007 Porsche 911 – VIN ending # xxxxx29987S784416
6.	2012 Ferrari 458 Italia – VIN ending in # xxxxxNFA9C0183018
7.	2018 Toyota Tacoma Pickup
8.	2019 Honda Odyssey Van
9.	2002 Maserati Spyder
10.	2006 BMW 750il
11.	2007 Harley Roadking
12.	2005 Harley Softail
13.	2019 Harley Davidson Street Glide
14.	2003 Chopper
15.	2015 Honda Accord

### X.

IT IS FURTHER ORDERED that Defendants Nguyen and NTV Financial and the Relief Defendant Mai Do remain under a continuing obligation to prepare and deliver to the SEC detailed and complete schedules of all of their assets, including all real and personal property exceeding \$5,000 in value, and all bank, securities, and other accounts identified by institution, branch address, and account number. The accounting shall include a description of the sources of all such assets. Such accounting shall be filed with the Court and a copy shall be delivered by email to millerdou@sec.gov and delivered by hand or overnight courier to the SEC to the attention of Douglas M. Miller, Trial Counsel, U.S. Securities and Exchange Commission, Los Angeles Regional Office, 444 South Flower Street, Suite 900, Los Angeles, California, 90071, or such other place and person as counsel for the SEC may direct in writing. After completion of the accounting, each of the Defendants shall produce to the SEC at a time agreeable to the SEC, all books, records and other documents supporting or underlying their accounting.

**XI.**

IT IS FURTHER ORDERED that any person who receives actual notice of this Order by personal service or otherwise, and who holds, possesses or controls assets exceeding \$5,000 for the account or benefit of any one of the Defendants or Relief Defendants, shall within 5 days of receiving actual notice of this Order provide counsel for the SEC with a written statement identifying all such assets, the value of such assets, or best approximation thereof, and any account numbers or account names in which the assets are held.

**XII.**

IT IS FURTHER ORDERED that, except as otherwise ordered by this Court, each of the Defendants NTV Financial and Nguyen, and Relief Defendant Mai Do, and their officers, agents, servants, employees, attorneys, subsidiaries and affiliates, and those persons in active concert or participation with any of them, who receive actual notice of this Order, by personal service or otherwise, and each of them, be and hereby are temporarily restrained and enjoined from, directly or indirectly: destroying, mutilating, concealing, transferring, altering, or otherwise disposing of, in any manner, any documents, which includes all books, records, computer programs, computer files, computer printouts, contracts, emails, correspondence, memoranda, brochures, or any other documents of any kind in their possession, custody or control, however created, produced, or stored (manually, mechanically, electronically, or otherwise), pertaining in any manner to Defendants NTV Financial and Nguyen, and Relief Defendant Mai Do.

**XIII.**

IT IS FURTHER ORDERED that Jeffrey Brandlin remain as permanent receiver of Defendant NTV Financial and its subsidiaries and affiliates, and of all bank and brokerage accounts through which Defendants Richard Nguyen's and NTV Financial's investors and/or clients' funds flowed and property acquired in whole or in part with clients' funds, including but not limited to the accounts set forth in

1 paragraph V and VI above (the "Subject Accounts") (collectively with NTV  
2 Financial and its subsidiaries and affiliates, the "Receivership Entity"), with full  
3 powers of an equity receiver, including, but not limited to, full power over all funds,  
4 assets, collateral, premises (whether owned, leased, occupied, or otherwise  
5 controlled), choses in action, books, records, papers and other property belonging to,  
6 being managed by or in the possession of or control of Defendant NTV Financial, its  
7 subsidiaries and affiliates, and/or the Subject Accounts, and that such receiver  
8 continue to be authorized, empowered and directed:

9       A. to have access to and to collect and take custody, control, possession,  
10       and charge of all funds, assets, collateral, premises (whether owned,  
11       leased, occupied, or otherwise controlled), choses in action, books,  
12       records, papers and other real or personal property, wherever located, of  
13       or managed by Defendant NTV Financial, its subsidiaries and affiliates,  
14       and/or the Subject Accounts, with full power to sue, foreclose, marshal,  
15       collect, receive, and take into possession all such property (including  
16       access to and taking custody, control, and possession of all such  
17       Defendant NTV Financial property, and that of its subsidiaries and  
18       affiliates NTV Financial and/or the Subject Accounts);

19       B. to have control of, and to be added as the sole authorized signatory for,  
20       all accounts of the entities in receivership, including all accounts at any  
21       bank, title company, escrow agent, financial institution or brokerage firm  
22       (including any futures commission merchant) which has possession,  
23       custody or control of any assets or funds of Defendant NTV Financial,  
24       and that of its subsidiaries and affiliates and the Subject Accounts, or  
25       which maintains accounts over which Defendant NTV Financial, its  
26       subsidiaries and affiliates, and/or the Subject Accounts have signatory  
27       authority;

28       C. to conduct such investigation and discovery as may be necessary to



1 locate and account for all of the assets of or managed by Defendant NTV  
2 Financial, its subsidiaries and affiliates and/or the Subject Accounts, and  
3 to engage and employ attorneys, accountants and other persons to assist  
4 in such investigation and discovery;

5 D. to take such action as is necessary and appropriate to preserve and take  
6 control of and to prevent the dissipation, concealment, or disposition of  
7 any assets of or managed by Defendant NTV Financial, its subsidiaries  
8 and affiliates and/or the Subject Accounts;

9 E. to make an accounting, as soon as practicable, to this Court and the SEC  
10 of the assets and financial condition of Defendant NTV Financial, its  
11 subsidiaries and affiliates and/or the Subject Accounts, and to file the  
12 accounting with the Court and deliver copies thereof to all parties;

13 F. to make such payments and disbursements from the funds and assets  
14 taken into custody, control, and possession or thereafter received by him  
15 or her, and to incur, or authorize the making of, such agreements as may  
16 be necessary and advisable in discharging his or her duties as permanent  
17 receiver;

18 G. to employ attorneys, accountants, and others to investigate and, where  
19 appropriate, to institute, pursue, and prosecute all claims and causes of  
20 action of whatever kind and nature which may now or hereafter exist as  
21 a result of the activities of present or past employees or agents of  
22 Defendant NTV Financial, its subsidiaries and affiliates and/or the  
23 Subject Accounts; and

24 H. to have access to and monitor all mail, electronic mail, and video phone  
25 of the entities in receivership in order to review such mail, electronic  
26 mail, and video phone which he or she deems relates to their business  
27 and the discharging of his or her duties as permanent receiver.  
28

**XIV.**

IT IS FURTHER ORDERED that Defendant NTV Financial, its subsidiaries and affiliates and the Subject Accounts, including all of the other entities in receivership, and their officers, agents, servants, employees and attorneys, and any other persons who are in custody, possession or control of any assets, collateral, books, records, papers or other property of or managed by any of the entities in receivership, shall forthwith give access to and control of such property to the permanent receiver.

**XV.**

IT IS FURTHER ORDERED that no officer, agent, servant, employee or attorney of Defendant NTV Financial, its subsidiaries and affiliates and/or the Subject Accounts shall take any action or purport to take any action, in the name of or on behalf of Defendant NTV Financial, its subsidiaries and affiliates and/or the Subject Accounts, without the written consent of the permanent receiver or order of this Court.

**XVI.**

IT IS FURTHER ORDERED that, except by leave of this Court, during the pendency of this receivership, all clients, investors, trust beneficiaries, note holders, creditors, claimants, lessors and all other persons or entities seeking relief of any kind, in law or in equity, from Defendant NTV Financial, its subsidiaries and affiliates and/or the Subject Accounts, and all persons acting on behalf of any such investor, trust beneficiary, note holder, creditor, claimant, lessor, consultant group or other person, including sheriffs, marshals, servants, agents, employees and attorneys, are hereby restrained and enjoined from, directly or indirectly, with respect to these persons and entities:

- A. commencing, prosecuting, continuing or enforcing any suit or proceeding (other than the present action by the SEC or any other action by the government) against any of them;



- 1 B. using self-help or executing or issuing or causing the execution or  
2 issuance of any court attachment, subpoena, replevin, execution or other  
3 process for the purpose of impounding or taking possession of or  
4 interfering with or creating or enforcing a lien upon any property or  
5 property interests owned by or in the possession of Defendant NTV  
6 Financial, its subsidiaries and affiliates and/or the Subject Accounts; and  
7 C. doing any act or thing whatsoever to interfere with taking control,  
8 possession or management by the permanent receiver appointed  
9 hereunder of the property and assets owned, controlled or managed by or  
10 in the possession of Defendant NTV Financial, its subsidiaries and  
11 affiliates and/or the Subject Accounts, or in any way to interfere with or  
12 harass the permanent receiver or his or her attorneys, accountants,  
13 employees, or agents or to interfere in any manner with the discharge of  
14 the permanent receiver's duties and responsibilities hereunder.

15 **XVII.**

16 IT IS FURTHER ORDERED that Defendant NTV Financial and its  
17 subsidiaries and affiliates, and their officers, agents, servants, employees and  
18 attorneys, and the Subject Accounts, shall cooperate with and assist the permanent  
19 receiver and shall take no action, directly or indirectly, to hinder, obstruct, or  
20 otherwise interfere with the permanent receiver or his or her attorneys, accountants,  
21 employees or agents, in the conduct of the permanent receiver's duties or to interfere  
22 in any manner, directly or indirectly, with the custody, possession, management, or  
23 control by the permanent receiver of the funds, assets, collateral, premises, and  
24 choses in action described above.

25 **XVIII.**

26 IT IS FURTHER ORDERED that Defendant NTV Financial, and its  
27 subsidiaries and affiliates, shall pay the costs, fees and expenses of the permanent  
28 receiver incurred in connection with the performance of his or her duties described in

1 this Order, including the costs and expenses of those persons who may be engaged or  
2 employed by the permanent receiver to assist him or her in carrying out his or her  
3 duties and obligations. All applications for costs, fees, and expenses for services  
4 rendered in connection with the receivership other than routine and necessary  
5 business expenses in conducting the receivership, such as salaries, rent, and any and  
6 all other reasonable operating expenses, shall be made by application setting forth in  
7 reasonable detail the nature of the services and shall be heard by the Court.

8 **XIX.**

9 IT IS FURTHER ORDERED that no bond shall be required in connection with  
10 the appointment of the permanent receiver. Except for an act of gross negligence, the  
11 permanent receiver shall not be liable for any loss or damage incurred by any of the  
12 defendants, their officers, agents, servants, employees and attorneys or any other  
13 person, by reason of any act performed or omitted to be performed by the permanent  
14 receiver in connection with the discharge of his or her duties and responsibilities.

15 **XX.**

16 IT IS FURTHER ORDERED that representatives of the SEC and any other  
17 government agency are authorized to have continuing access to inspect or copy any  
18 or all of the corporate books and records and other documents of Defendant NTV  
19 Financial, and the other entities in receivership, and continuing access to inspect their  
20 funds, property, assets and collateral, wherever located.

21 **XXI.**

22 IT IS FURTHER ORDERED that this Court shall retain jurisdiction over this  
23 action for the purpose of implementing and carrying out the terms of all orders and  
24 decrees which may be entered herein and to entertain any suitable application or  
25 motion for additional relief within the jurisdiction of this Court.

1 IT IS SO ORDERED.

2  
3 Dated: 9/18, 2019

  
UNITED STATES DISTRICT JUDGE

Presented by:

/s/ Douglas M. Miller

Douglas M. Miller  
Attorney for Plaintiff  
Securities and Exchange Commission

# EXHIBIT "C"

**BYRON Z. MOLDO**  
**9401 Wilshire Boulevard, 9<sup>th</sup> Floor**  
**Beverly Hills, CA 90212**  
**Tel: 310.281.6354**  
**Fax: 310.887.6802**  
**email: [bmoldo@ecjlaw.com](mailto:bmoldo@ecjlaw.com)**

## **CURRICULUM VITAE**

### **LEGAL EXPERIENCE:**

Mr. Moldo is an attorney licensed in the State of California. He has substantial experience in receivership and referee matters, both as a receiver in state and federal court, partition referee, and as counsel for receivers. Mr. Moldo also served as a bankruptcy trustee for approximately ten (10) years, and has and currently represents Chapter 7 and 11 bankruptcy trustees, examiners, creditors' committees, and debtors. In addition, he has also served as Assignee for the Benefit of Creditors, Liquidating Agent, Disbursing Agent, Escrow Agent, and other fiduciary roles.

The types of receivership actions have included: 1) Partnership and corporate disputes and dissolutions, including law firms and manufacturers; 2) Enforcement actions brought by governmental agencies such as the Federal Trade Commission, Securities and Exchange Commission, California Department of Corporations, and California Department of Real Estate; 3) Rents, issues and profits receiverships involving ongoing businesses, apartment buildings, office buildings and mobile home parks with as many with 400 units; 4) Receiverships related to marital dissolutions; 5) Actions taken by vendors to vacate fraudulent purchases of property and/or a creditor to subject a property to the creditor's claim; and 6) In aid of execution of judgments.

The types of chapter 11 bankruptcy cases have included: 1) Ponzi schemes and mortgage fraud; 2) real estate; 3) operation of hotels; 4) operation of retail businesses; 5) operation of convalescent homes; 6) operation of apartment complexes; 7) operation of ice skating rinks; 8) operation of ski resorts; and 9) agricultural matters.

The cases in which he has acted as Assignee have involved various industries including consumer electronics; automobile rentals; intellectual property (.coms); architecture, and entertainment.

Mr. Moldo is a partner in the law firm of Ervin Cohen & Jessup LLP, in Beverly Hills, California ([www.ecjlaw.com](http://www.ecjlaw.com)).

**ACTIVITIES:**

Mr. Moldo is a past member of the Personal and Small Business Bankruptcy Law Advisory Commission of the State Bar of California, and a past President of the Westwood Bar Association, Bankruptcy Committee member of the Los Angeles County Bar Association, member of the Board of Directors of the Los Angeles Bankruptcy Forum, as well as a member of the Financial Lawyers Conference, Beverly Hills Bar Association, and American Bankruptcy Institute. He served as a member of the Board of Directors of the Central District Consumer Bankruptcy Attorneys Association and the Southern California Bankruptcy Inns of Court and the Insolvency Law Committee of the Business Law Section, State Bar of California. Mr. Moldo also serves as a Temporary Judge for the Los Angeles County Superior Court. He currently is a member of the National Association of Federal Equity Receivers Membership Committee, and is a member of the California Business Law Section Legislative Subcommittee.

Author, The Effect of the Bankruptcy Filing by a General Partner or LLC Member on a Partnership or Limited Liability Company, and Estate Administration by a Trustee, Journal of the National Association of Bankruptcy Trustees, Volume 13, No. 2.

Speaker, September 1997 Central California Bankruptcy Institute, *"The Frugal Trustee: How to Object to Claims"*.

Speaker, February 1999, San Fernando Valley Bar Association Real Property Section, *"Receivership Basics"*.

Speaker, March 1999, National Association of Bankruptcy Trustees Mid-Winter Conference, *"Finding and Administering Assets"*.

Speaker, June 1999, California Receiver's Forum, *"Receivership Basics: The Nuts Without The Bolts"*.

Speaker, "Nuts & Bolts of Receiverships and How to Profit":

July 21, 2009 – CCIM – Greater Los Angeles Chapter, Torrance

August 4, 2009 – Cushman & Wakefield, Irvine

August 24, 2009 – Lee & Associates, Sherman Oaks

September 8, 2009 – Stevenson Real Estate, Glendale

September 9, 2009 – Marcus & Millichap, Los Angeles

September 30, 2009 – Cushman & Wakefield, San Diego (Eastgate Mall and West A Street offices)

October 14, 2009 – Grubb & Ellis, Sacramento

Speaker, October 2016, NAFER Conference, “*Money, Money, Money: Taxes, Insurance, Expenses and Reporting.*”

Speaker, October 2018, GGI World Conference.

Speaker, June 2019, GGI Pan-American Regional Conference.

Moderator, January 2020, California Receivers Forum Loyola VIII Conference.

**ACADEMIC BACKGROUND:**

Mr. Moldo attended Southwestern University School of Law, J.D., 1982.

University of California at Los Angeles, B.A. in Political Science, 1979.

**BAR ADMISSIONS:**

California

All District Courts in California

United States Court of Appeal Ninth Circuit

United States Tax Court

United States Court of Claims



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Attorneys for Jeffrey E. Brandlin,  
Receiver

**UNITED STATES DISTRICT COURT**

**CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION**

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

**ORDER GRANTING MOTION OF  
JEFFREY E. BRANDLIN,  
PERMANENT RECEIVER, FOR  
AUTHORITY TO COMMENCE  
LITIGATION TO RECOVER  
FRAUDULENT TRANSFERS AND  
EMPLOY ERVIN COHEN &  
JESSUP LLP ON A  
CONTINGENCY BASIS**

[Notice of Motion and Motion  
submitted concurrently herewith]

DATE: June 8, 2020

TIME: 1:30 p.m.

CTRM: 10A

350 W. 1<sup>st</sup> Street

Los Angeles, CA 90012

JUDGE: Hon. Stephen V. Wilson

The Motion of Jeffrey E. Brandlin, Permanent Receiver, for Authority to  
Commence Litigation to Recover Fraudulent Transfers and to Employ Ervin  
Cohen & Jessup LLP as Special Counsel on a Contingency Basis;

SMILEY WANG-EKVALL, LLP

3200 Park Center Drive, Suite 250

Costa Mesa, California 92626

Tel 714 445-1000 • Fax 714 445-1002

Memorandum of Points and Authorities; Declarations of Jeffrey E. Brandlin and Byron Z. Moldo ("Motion"), having been filed with the Court, and notice of the Motion having been served on all interested parties, the matter came on regularly for hearing on June 8, 2020 at 1:30 p.m. in Courtroom 10A of the above-entitled Court before the Honorable Stephen V. Wilson, United States District Judge. Appearances were as reflected in the Court's minutes.

The Court having reviewed the Motion, the opposition, and reply thereto, having heard argument of counsel thereon, and good cause appearing therefor,

IT IS ORDERED:

1. The Motion is granted.

2. The Receiver is authorized to commence litigation to recover fraudulent transfers made by NTV Financial Group, Inc. ("NTV").

3. The Receiver is authorized to employ Ervin Cohen & Jessup LLP ("ECJ") to pursue recovery of fraudulent transfers made by NTV on a contingency basis.

4. The Receiver is authorized to compensate ECJ from any funds recovered by ECJ, as follows:

- a. 25% if funds are recovered prior to commencing litigation;
- b. 30% if funds are recovered after the commencement of litigation and more than thirty (30) days before trial; and
- c. 35% if funds are recovered less than thirty (30) days before or thereafter;

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5. The Receiver is also authorized to reimburse ECJ's out of pocket costs.

Dated: \_\_\_\_\_

\_\_\_\_\_  
STEPHEN V. WILSON  
United States District Judge

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