1 2 3 4 5 6 7 8 UNITED STATES DISTRICT COURT 9 CENTRAL DISTRICT OF CALIFORNIA, LOS ANGELES DIVISION 10 11 Case No. 8:19-cv-01174-SVW-KES SECURITIES AND EXCHANGE 12 COMMISSION. ORDER GRANTING MOTION OF 13 RECEIVER, JEFFREY E. Plaintiff, **BRANDLIN, FOR ORDER:** 14 ٧. **(1) AUTHORIZING SALE OF** 15 NORTH WESTWOOD **AVENUE PROPERTY: AND** 16 RICHARD VU NGUYEN, A/K/A NGUYEN THANH VU, AND NTV 17 **(2) AUTHORIZING PAYMENT OF** FINANCIAL GROUP, INC., **CERTAIN LIENS, CLAIMS,** 18 **BROKER'S COMMISSION.** Defendants, AND ORDINARY COSTS OF 19 SALE and 20 MAI DO. DATE: VACATED 21 TIME: Relief Defendant. CTRM: 10A 22 First Street Courthouse 350 W. 1st Street. 23 Los Angeles, California JUDGE: Hon. Stephen V. Wilson 24 25 The Court, having reviewed the motion filed on July 16, 2020, by 26 Jeffrey E. Brandlin, the Court-appointed receiver (the "Receiver") of NTV 27 Financial Group, Inc. ("NTV Financial") and bank accounts held by or for the 28

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benefit of defendant Richard Nguyen and relief defendant Mai Do, and property acquired in whole or in part with investor funds (collectively, the "Receivership Entity"), for an order: (1) authorizing sale of Monte Carlo Drive Property and (2) authorizing payment of certain liens, claims, broker's commission, and ordinary costs of sale (the "Motion"), all papers and evidence filed in support of and response to the Motion, and finding the August 17, 2020 hearing unnecessary in light of the lack of bidders, and having found good cause, orders as follows:

## IT IS ORDERED:

- (1) The Motion is granted in its entirety;
- (2) The Receiver is authorized to sell the real property located at 2101 North Westwood Avenue, Santa Ana, CA 92706, Assessor's Parcel Number 001-165-11, to the Buyers<sup>1</sup> free and clear of all liens, claims, and encumbrances on an as-is, where-is basis, without representations or warranties;
- (3) Any licensed title insurer and the Buyers may rely on this Order as authorizing the Receiver to transfer legal title to the Property free and clear of all liens and encumbrances;
- (4) The terms of the Purchase Agreement or the terms of a substantially similar purchase agreement are approved;
- (5) The Receiver is authorized to reimburse the Broker for the costs incurred in connection with preparing the Property for sale from the proceeds from the sale of the Property;
- (6) The Receiver is authorized to credit the Buyers \$5,000 towards the purchase price based on the Buyers' alleged damages to the Property;

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<sup>&</sup>lt;sup>1</sup> All capitalized terms not expressly defined herein shall have the meanings ascribed to them in the Motion.

The Receiver is authorized to pay the valid liens, taxes, and any (7) other claims on the Property, in full from the proceeds of sale without further order of the Court; The Receiver is authorized to pay the Broker's commission and ordinary costs of sale of the Property from the proceeds of sale without further order of the Court; and (9)The Receiver is authorized to take any and all actions reasonably necessary to consummate the sale of the Property. IT IS SO ORDERED. Dated: August 11, 2020 STEPHEN V. WILSON United States District Judge 

ORDER