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Proposed Attorneys for Jeffrey E.
Brandlin, Receiver

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA, SOUTHERN 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. SACV19-1174-AG (KESX)

**MEMORANDUM OF POINTS AND
AUTHORITIES IN SUPPORT OF
MOTION OF RECEIVER, JEFFREY
E. BRANDLIN, FOR ORDER IN
AID OF RECEIVERSHIP**

[Notice of Motion and Motion, and
Declaration of Jeffrey E. Brandlin
submitted concurrently herewith]

DATE: September 9, 2019
TIME: 10:00 a.m.
CTRM: 10D
JUDGE: Hon. Andrew J. Guilford

**TO THE HONORABLE ANDREW J. GUILFORD, UNITED STATES
DISTRICT JUDGE, AND THE PARTIES AND THEIR COUNSEL OF
RECORD:**

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1 **I. INTRODUCTION**

2 In accordance with section X.C of the *Preliminary Injunction and*
3 *Orders (1) Freezing Assets; (2) Requiring Accountings; (3) Prohibiting the*
4 *Destruction of Documents; (4) and Appointing a Permanent Receiver*
5 [Docket No. 25] and the law governing federal equity receiverships, Jeffrey
6 E. Brandlin, the Court-appointed permanent receiver (the "Receiver") over
7 the assets of NTV Financial Group, Inc. ("NTV Financial") and its
8 subsidiaries and affiliates, and of all accounts through which Defendants
9 Richard Nguyen's and NTV Financial's investors' and/or clients' funds have
10 flowed (collectively with NTV Financial and its subsidiaries and affiliates, the
11 "Receivership Entity"), respectfully requests that the Court enter an order in
12 aid of the receivership that authorizes the Receiver to employ the following
13 retained personnel: (a) Smiley Wang-Ekvall, LLP, as his general
14 receivership counsel; (b) Brandlin & Associates as his forensic accountants;
15 (c) Coast Business Technologies for data recovery and computer imaging;
16 (d) Donlin Recano to design and host a website on behalf of the Receiver to
17 provide a source of information for investors and creditors; and (e) Day
18 Translations to translate key documents for posting on the Receiver's
19 website for investor information, should the Receiver determine that is
20 appropriate. The Receiver believes that the retention of these personnel is
21 necessary and appropriate for the successful administration of the estate of
22 the Receivership Entity (the "Estate"). Further, the Receiver seeks approval
23 of certain procedures to abandon personal property of the Estate where the
24 cost of administration of that personal property would exceed the anticipated
25 benefit to the Estate.

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1 **II. BACKGROUND FACTS**

2 **A. Procedural Background**

3 On June 13, 2019, the Securities and Exchange Commission (the
 4 "SEC") commenced this litigation against Defendants Richard Vu Nguyen,
 5 NTV Financial, and Relief Defendant Mai Do (collectively, the "Defendants")
 6 alleging violations of federal securities laws. On June 14, 2019, the Court
 7 issued a temporary restraining order and orders (1) freezing assets; (2)
 8 requiring accountings; (3) prohibiting the destruction of documents; and (4)
 9 granting expedited discovery [Docket No. 14] (the "TRO"). On June 24,
 10 2019, the Court extended the TRO until July 10, 2019 and appointed Mr.
 11 Brandlin as the temporary receiver [Docket No. 21]. On July 3, 2019,
 12 pursuant to a stipulation [Docket No. 24] of Defendant Richard Nguyen,
 13 Relief Defendant Mai Do, Mr. Brandlin as the temporary receiver, and the
 14 SEC, the Court entered a preliminary injunction and a continuation of the
 15 orders (1) freezing assets; (2) requiring accountings; and (3) prohibiting the
 16 destruction of documents, and appointed Mr. Brandlin as the permanent
 17 receiver [Docket No. 25] (the "Receivership Order").

18 **B. Defendant Nguyen's Lack of Cooperation**

19 Mr. Nguyen has been minimally cooperative in assisting the Receiver
 20 in the Receiver's investigation and in fulfilling Mr. Nguyen's Court-ordered
 21 obligations. Mr. Nguyen, through his counsel, has slowly responded to
 22 requests for information, often taking several weeks to provide basic
 23 information or unhelpful responses. For example, following multiple
 24 requests for the login information for NTV Financial's Dropbox account, it
 25 took Mr. Nguyen over two weeks to claim he does not remember the
 26 password. Mr. Nguyen has not adequately explained how business records
 27 were maintained, what computer programs, services and email accounts
 28 were used, and how to access these programs, services and accounts. See

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1 Declaration of Jeffrey E. Brandlin submitted in support of the Motion (the
 2 "Brandlin Declaration") at ¶ 6.

3 Mr. Nguyen has also been dishonest with the Court. On July 15, 2019,
 4 the Defendants filed the *Notice of Defendants Richard V. Nguyen and Mai*
 5 *Do's Assets Pursuant to Preliminary Injunction Order* [Docket No. 38]
 6 ("Notice of Assets"). Based on the Receiver's investigation of the Estate's
 7 assets, the Notice of Assets contains false statements regarding both the
 8 scope of the Defendants' assets and the source of those assets. See
 9 Brandlin Decl. at ¶ 7.

10 Despite the lack of cooperation from the Defendants, and particularly,
 11 from Mr. Nguyen, the Receiver has assembled preliminary lists of
 12 Receivership assets and a preliminary list of NTV Financial investors. The
 13 investigation is quite active.

14 **C. Asset Investigation**

15 Immediately following the Receiver's appointment on June 24, 2019,
 16 the Receiver and his agents went to NTV Financial's office located at 900 W.
 17 17th St, #B, Santa Ana, CA, to gain control over that location and over NTV
 18 Financial's assets and books and records. The Receiver had the locks
 19 changed and the mail re-routed, and took possession of office equipment,
 20 books and records, and computers. The Receiver is having the computers
 21 imaged and analyzed for data removal, and the books and records are being
 22 reviewed for information that will assist the Receiver with the identification
 23 and location of the Estate's assets. See Brandlin Decl. at ¶ 3.

24 The Receiver has taken a number of other steps to locate, account for,
 25 and take control of all of the Estate's assets. The Receiver has provided
 26 notice of the asset freeze order and the receiver's appointment to all banks,
 27 financial institutions and brokerage firms where the Receiver is informed or
 28 has determined that the Defendants have bank accounts. All accounts that

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1 have been identified thus far as being held by or on behalf of the Defendants
2 have been frozen, and the Receiver is in the process of obtaining turnover of
3 the funds in the accounts that are part of the Estate. To date, approximately
4 \$457,000 in funds have been liquidated and turned over to the Receiver.
5 See Brandlin Decl. at ¶ 4.

6 **D. Investor Identification and Communication**

7 The Receiver has made significant efforts to provide investors with
8 accurate information regarding the Receivership Entities. To that end, the
9 Receiver has established a website for investors and creditors located at
10 <https://www.donlinrecano.com/NTVFinancial> and, pursuant to a stipulation
11 and order thereon, received Court authority to have NTV Financial's website
12 re-directed to the new website. The majority of the investors appear to be
13 Vietnamese and based on his interactions so far and the fact that
14 communications between NTV Financial and the investors appear to have
15 often been conducted in Vietnamese, the Receiver believes it may be helpful
16 to have the website made available in both English and Vietnamese, and to
17 have key documents, such as letters to investors and certain pleadings,
18 available in Vietnamese so that investors have access to information and the
19 case's status. The Receiver has also requested and received written
20 assurances from Vietface Media Group and Radio Bolsa Corporation that
21 they have ceased running all advertisements and media on behalf of NTV
22 Financial. See Brandlin Decl. at ¶ 9.

23 Thus far, the Receiver has identified approximately 100 NTV Financial
24 investors. The Receiver has sent those investors a letter notifying them of
25 the receivership and the Receiver's website. See Brandlin Decl. at ¶ 10.
26
27
28

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1 **III. REQUESTED RELIEF**

2 **A. The Receiver Requests Approval for the Retention of** 3 **Various Personnel to Assist Him In the Performance of His** 4 **Duties**

5 The Receiver is seeking approval for the retention of the following: (a)
 6 Smiley Wang-Ekvall, LLP, as his general receivership counsel; (b) Brandlin
 7 & Associates as his forensic accountants; (c) Coast Business Technologies
 8 for data recovery and computer imaging; (d) Donlin Recano to design and
 9 host a website on behalf of the Receiver to provide a source of information
 10 for investors and creditors; (e) and Day Translations to translate key
 11 documents for posting on the Receiver's website for investor information, if
 12 he determines that would be helpful (collectively, the "Retained
 13 Professionals"). The Receiver is seeking approval for the employment of the
 14 Retained Professionals effective as of June 24, 2019, the date of his
 15 appointment.

16 **B. The Receiver Requests Authority to Implement Certain** 17 **Procedures for Abandoning Personal Property**

18 The Receiver seeks the Court's authority to implement certain
 19 procedures for abandoning personal property. The Receiver proposes that
 20 when, in his business judgment, the cost to administer personal property
 21 belonging to NTV Financial would likely exceed any benefit therefrom, he
 22 will give notice to Mr. Nguyen that Mr. Nguyen has five days from the date of
 23 the notice to retrieve the personal property proposed to be abandoned. If
 24 Mr. Nguyen does not retrieve the personal property within the five-day
 25 period, the Receiver will be authorized to dispose of the personal property.
 26 Where possible, the Receiver will endeavor to donate any useful items to
 27 Goodwill or a similar organization.
 28

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1 **IV. LEGAL AUTHORITY**

2 **A. The Receiver's Authority to Employ Professionals**

3 Section X.C of the Receivership Order authorizes the Receiver to
 4 engage and employ attorneys, accountants and other persons to assist in
 5 the investigation and discovery of all of the assets of or managed by NTV
 6 Financial, its subsidiaries and affiliates, and certain bank accounts. See
 7 Receivership Order at § X.C. Further, section X.D of the Receivership Order
 8 authorizes the Receiver "to take such action as is necessary and appropriate
 9 to preserve and take control of and prevent the dissipation, concealment, or
 10 disposition of any assets of or managed by Defendant NTV Financial, its
 11 subsidiaries and affiliates and/or the Subject Accounts." *Id.* at X.D.

12 **B. The District Court's Power to Administer the Receivership** 13 **and Deference to the Receiver's Business Judgment**

14 A district court's power to administer an equity receivership is quite
 15 broad. See *SEC v. Hardy*, 803 F.2d 1034, 1037 (9th Cir. 1986); *SEC v.*
 16 *Forex Asset Management, LLC*, 242 F.3d 325, 331 (5th Cir. 2001); *SEC v.*
 17 *Basic Energy & Affiliated Resources*, 273 F.3d 657, 668 (6th Cir. 2001).
 18 "The power of a district court to impose a receivership or grant other forms
 19 of ancillary relief does not in the first instance depend on a statutory grant of
 20 power from the securities laws. Rather, the authority derives from the
 21 inherent power of a court of equity to fashion effective relief." *SEC v.*
 22 *Wencke*, 622 F.2d 1363, 1369 (9th Cir. 1980). The "primary purpose of
 23 equity receiverships is to promote orderly and efficient administration of the
 24 estate by the district court for the benefit of creditors." *Hardy*, 803 F.2d at
 25 1038. As the Ninth Circuit has explained:

26 A district court's power to supervise an equity
 27 receivership and to determine the appropriate action
 28 to be taken in the administration of the receivership is

extremely broad. The district court has broad powers and wide discretion to determine the appropriate relief in an equity receivership. The basis for this broad deference to the district court's supervisory role in equity receiverships arises out of the fact that most receiverships involve multiple parties and complex transactions.

SEC v. Capital Consultants, LLC, 397 F.3d 733, 738 (9th Cir. 2005) (citations omitted).

In the estate administration context, courts are deferential to the business judgment of bankruptcy trustees, receivers, and similar estate custodians. See, e.g., *Bennett v. Williams*, 892 F.2d 822, 824 (9th Cir. 1989) ("[W]e are deferential to the business management decisions of a bankruptcy trustee."); *Southwestern Media, Inc. v. Rau*, 708 F.2d 419, 425 (9th Cir. 1983) ("The decision concerning the form of . . . [estate administration] . . . rested with the business judgment of the trustee.").

V. The Retention of the Professionals is Appropriate

A. The Retention of Smiley Wang-Ekvall, LLP Is in the Best Interests of the Estate

As represented to the Court in connection with the recommendation of the SEC regarding the Receiver's appointment, and pursuant to sections X.C-D of the Receivership Order, the Receiver requests authority to retain Smiley Wang-Ekvall, LLP as his general counsel to assist him with the recovery of assets and administration of the Estate.

The Receiver believes that the retention of Smiley Wang-Ekvall, LLP will aid the administration of the estate. See Brandlin Decl. at ¶¶ 11-12. The Receiver is not an attorney. Smiley Wang-Ekvall, LLP has a significant amount of experience identifying and recovering assets for investors and

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creditors in receiverships, bankruptcy cases, and judgment enforcement proceedings and is presently involved in another receivership action that also targeted the Vietnamese community. It has agreed to charge a blended hourly rate for attorneys of \$495.00. Copies of the profiles of the members of the Firm who will be primarily responsible are attached to the Motion as Exhibit "1." Its fee applications will be submitted in accordance with the requirements of the Receivership Order and the SEC's billing guidelines.

B. The Retention of Brandlin & Associates Is in the Best Interests of the Estate

As represented to the Court in connection with the SEC's recommendation regarding the Receiver's appointment, and pursuant to sections X.C-D of the Receivership Order, the Receiver requests authority to retain Brandlin & Associates ("B&A") as his forensic accountants.

The Receiver believes that the retention of B&A will aid the administration of the estate. See Brandlin Decl. at ¶¶ 11 & 13. The SEC has shared its analysis of the bank accounts used by the Defendants with the Receiver, and the Receiver does not intend to duplicate the SEC's efforts, although he intends to supplement them as necessary. Nonetheless, the Receiver is also focused on investor identification and the quantification of the investors' claims after interest is eliminated, and any withdrawals are taken into account. The Receiver needs forensic accountants to perform this work, especially in light of Defendant's Nguyen's lack of cooperation. A copy of B&A's proposal and its associates profiles are attached to the Motion as Exhibit "2." B&A's fee applications would be subject to application to the Court and compliance with the SEC's billing guidelines.

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C. The Retention of Coast Business Technologies Is Critical to Gaining Access to Electronic Information

Pursuant to sections X.C-D of the Receivership Order, the Receiver requests authority to retain Coast Business Technologies ("Coast Business"). The Receiver believes that the retention of Coast Business will help the administration of the estate. See Brandlin Decl. at ¶¶ 11 & 14. At the Santa Ana office, the Receiver took possession of computers, a phone, and other electronic files. In order to preserve this information, the Receiver utilized the services of Coast Business, a firm that specializes in data recovery, to image the phone and computers and recover data, and to provide to access to as many electronic files as possible, a task made more important by Mr. Nguyen's lack of cooperation. The Receiver believes that this information will prove critical to the administration of the Estate as it could lead to the identification of assets, investors, and other critical information. Coast Business charges \$150 an hour. The Receiver seeks authority to pay Coast Business in the ordinary course, as invoiced.

D. The Employment and Compensation of Donlin Recano for Website Services is Appropriate

Pursuant to sections X.C-D of the Receivership Order, the Receiver requests authority to retain Donlin Recano to develop and maintain a website for investors and creditors. The Receiver believes that the retention of Donlin Recano will help the administration of the estate because their assistance in developing and maintaining a website will help keep investors informed with accurate information regarding the Receivership Entities. See Brandlin Decl. at ¶¶ 11 & 15. For these services, Donlin Recano charges a \$75 monthly fee for hosting the website and an hourly charge for the time incurred setting it up and updating it when directed to do so. If asked, Donlin Recano will also provide a Vietnamese-language website. This may be

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1 necessary of the Receiver determines that the majority of investors and
 2 creditors involved in this matter are not fluent in English. The website, which
 3 is currently only in English, is located at
 4 www.donlinrecano.com/NTVFinancial. Donlin Recano will invoice the Estate
 5 on a monthly basis, and the Receiver seeks formal authority to pay its
 6 monthly invoices as they come due as an ordinary cost of the Estate. A
 7 copy of Donlin Recano's engagement agreement is attached to the Motion
 8 as Exhibit "3."

9 **E. The Translation Services Provided by Day Translation Are**
 10 **Important for Keeping Investors Informed**

11 Pursuant to sections X.C-D of the Receivership Order, the Receiver
 12 requests authority to retain Day Translation as necessary to translate key
 13 documents for investors. As set forth above, if the Receiver determines that
 14 a sizeable number of the investors are fluent in Vietnamese and not in
 15 English, then it will be appropriate to have key documents, such as letters
 16 from the Receiver to the investors and certain key pleadings, to be
 17 translated and made available in Vietnamese in order to efficiently and
 18 accurately administer the Estate. For translation services, Day Translation
 19 charges \$.11 per word. Based on Day Translation's services in other cases,
 20 including another SEC enforcement action involving defrauded Vietnamese
 21 investors, the Receiver is confident in its ability to accurately translate the
 22 key documents. Therefore, the Receiver believes its retention will help the
 23 administration of the estate and thus, seeks authorization to pay any
 24 invoices from Day Translations in the ordinary course.

25
 26 **VI. Authorization to Abandon Personal Property**

27 The Receiver proposes that when, in his business judgment, the cost
 28 to administer personal property belonging to NTV Financial would likely

1 exceed any benefit therefrom, he will give notice to Mr. Nguyen that Mr.
 2 Nguyen has five days from the date of the notice to retrieve the personal
 3 property proposed to be abandoned. If Mr. Nguyen does not retrieve the
 4 property within the five-day period, then the Receiver will be authorized to
 5 dispose of the personal property. Where possible, the Receiver will
 6 endeavor to donate any useful items to Goodwill or a similar organization.
 7 The Receiver believes that these procedures will promote the efficient
 8 administration of the estate for the benefit of investors.

9 10 **VII. Conclusion**

11 Based on the foregoing, the Receiver requests that the Court enter an
 12 order:

13 (1) Approving the retention of Smiley Wang-Ekvall, LLP, as his
 14 general counsel;

15 (2) Approving the retention of Brandlin and Associates as his
 16 forensic accountants;

17 (3) Approving the retention of Coast Business Technologies for data
 18 recovery and computer imaging, with its fees and costs payable in the
 19 ordinary course of administration of the Estate without further order of the
 20 Court;

21 (4) Approving the retention of Donlin Recano to design and host a
 22 website on behalf of the Receiver to provide a source of information for
 23 investors and creditors and giving the Receiver authority to pay it in the
 24 ordinary course of the administration of the Estate and without further order
 25 of the Court;

26 (5) Approving the retention of Day Translation for translation
 27 services with its fees and costs payable in the ordinary course of
 28 administration of the Estate without further order of the Court;

1 (6) Providing that the employment of the foregoing professionals is
2 retroactive to the appointment of the Receiver;

3 (7) Approving the proposed procedure for abandonment of personal
4 property assets set forth in the Motion; and

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

8 DATED: August 9, 2019

SMILEY WANG-EKVALL, LLP

9
10
11 By: /s/ Michael L. Simon

12 KYRA E. ANDRASSY

13 MICHAEL L. SIMON

14 Attorneys for Jeffrey Brandlin,
15 Receiver
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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF ORANGE

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

On **08/09/19**, I served true copies of the following document(s) described as **MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF MOTION OF RECEIVER, JEFFREY E. BRANDLIN, FOR ORDER IN AID OF RECEIVERSHIP** on the interested parties in this action as follows:

SEE ATTACHED SERVICE LIST

(X) (BY COURT VIA NOTICE OF ELECTRONIC FILING ("NEF")) – Pursuant to United States District Court, Central District of California, Local Civil Rule 5-3, the foregoing document will be served by the court via NEF and hyperlinked to the document. On **08/09/19**, 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.

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

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

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

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

Executed on August 09, 2019, at Costa Mesa, California.

/s/ Lynnette Garrett
 Lynnette Garrett

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SERVICE LIST

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

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@sec.gov,irwinma@sec.gov
- Mike N Vo
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EXHIBIT "1"

SMILEY | WANG-EKVALL

Insolvency. Real Estate. Business Litigation.

**Lei Lei Wang Ekvall**

Partner

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Insolvency and Business Litigation

AWARDS/RECOGNITION

- The Honorable Peter M. Elliott Memorial Award - Orange County Bankruptcy Forum 2015
- Southern California Super Lawyers List 2008 to present
- Top Bankruptcy Lawyer - O.C. Metro Magazine 2014
- Top Five Bankruptcy Attorneys - O.C. Metro Magazine 2012
- Southern California Rising Stars List 2004 - 2006
- AV Preeminent - Martindale-Hubbell Peer Review Rating
- AVVO Rated 10.0

EDUCATION

- University of Southern California, J.D. 1992
- University of California, Irvine, B.S., Information and Computer Science 1988

JUDICIAL CLERKSHIPS

- Hon. Kathleen P. March - United States Bankruptcy Court, Central District of California 1993 - 1994
- Hon. Kathleen P. March, Hon. Alan M. Ahart, Hon. Vincent P. Zurzolo, Hon. Kathleen Thompson - United States Bankruptcy Court, Central District of California 1992 - 1993

ADMISSIONS

- California State Bar
- United States Court of Appeals for the Ninth Circuit
- U.S. District Courts for the Central, Eastern, Northern, and Southern Districts of California

MEMBERSHIPS/ASSOCIATIONS

- American Bankruptcy Institute
- Orange County Asian American Bar Association

LEI LEI WANG EKVALL is a partner of Smiley Wang-Ekvall, LLP. She received her undergraduate degree in information and computer science in 1988 from the University of California, Irvine and her law degree in 1992 from the University of Southern California. Ms. Wang Ekvall served a judicial clerkship to the Honorable Alan M. Ahart, William J. Lasarow, Kathleen T. Lax, Kathleen P. March, and Vincent P. Zurzolo, United States Bankruptcy Judges, from October 1992 to September 1993. From September 1993 to September 1994, she served a judicial clerkship to the Honorable Kathleen P. March, United States Bankruptcy Judge.

Ms. Wang Ekvall is a leader in Southern California's legal community. She is currently serving as president and a board member of Legal Aid Society of Orange County, a board member of the Los Angeles Bankruptcy Forum, and a member of the Central District of California Attorney Discipline Committee. After serving on the board of the Orange County Bar Association for several years, she was elected and served as the 2010 President of the Orange County Bar Association. She currently serves on the board of the Orange County Bar Association Charitable Fund and served as its President in 2011. Ms. Wang Ekvall also chaired various committees and sections of the Orange County Bar Association, including the pro bono committee, the resolutions committee, and the commercial law and bankruptcy section. She is a past president and director of the Orange County Bankruptcy Forum and the Orange County Asian American Bar Association, and has served as a co-chair and member of the Central District of California Lawyer Representatives to the Ninth Circuit Judicial Conference.

Among other recognitions, in 2015, Ms. Wang Ekvall was selected by the Orange County Bankruptcy Forum as the recipient of its prestigious Honorable Peter M. Elliott Memorial Award, for her outstanding scholarship, ethics and service to the Orange County bankruptcy community. She has a peer review rating of AV Preeminent from Martindale-Hubbell, and since 2008, she has been named a Southern California Super Lawyer, representing the top 5% of practicing attorneys in Southern California. In 2011 and 2014, she was named a Top Bankruptcy Attorney by O.C. Metro magazine. Ms. Wang Ekvall is a frequent speaker on the topic of bankruptcy law and receiverships and co-authored Bankruptcy for Businesses, published in April, 2007 by Entrepreneur Media, Inc., and distributed by McGraw-Hill.

Ms. Wang Ekvall concentrates her practice on insolvency and bankruptcy-related matters including work-outs, business reorganizations, creditors' rights, and trustee, committee, and receiver representation in diverse industries such as hospitality, medical, real estate, technology, entertainment, manufacturing, and retail.

PROFESSIONAL ACTIVITIES

- Director, Los Angeles Bankruptcy Forum, 2017 - 2019
- President, Legal Aid Society of Orange County, 2017 - 2018
- Co-Chair, 2016 California Bankruptcy Forum Conference, 2015 - 2016
- Director, Legal Aid Society of Orange County, 2014 to present
- Director, Orange County Bar Association Charitable Fund, 2012 to present
- Member, Central District of California Attorney Discipline Committee, 2016 - 2018

- Orange County Bar Association
- Orange County Bankruptcy Forum
- Los Angeles Bankruptcy Forum



- President, Orange County Bar Association, 2010
- Director, Conference of California Bar Associations, 2007 - 2009
- President, Orange County Bankruptcy Forum, 2004 - 2005
- President, Orange County Asian American Bar Association, 2002 - 2003

SPEAKING ENGAGEMENTS

- Moderator and producer, *Receiverships of Professional Organizations*
California Receivers Forum Loyola VI
2015
- Speaker, *Women in Leadership: Rising Above the Ordinary*
Women in Leadership Symposium, Orange County
2013
- Speaker, *Receivership vs. ABC vs. Bankruptcy*
California Receivers Forum Loyola V
2013
- Speaker, *Going Once, Going Twice: Asset Sales in Bankruptcy*
Orange County Bar Association, Commercial Law and Bankruptcy Section
2013
- Speaker, *Bankruptcy Code Section 724: Realizing Value from Over-Encumbered Property*
Annual Bankruptcy Trustee Seminar
2012
- Speaker, *The Practical Ethics of Bankruptcy Practice*
Orange County Bar Association, Commercial Law and Bankruptcy Section
2012
- Speaker, *Protecting Your Firm From Preference Exposure on Pre-Petition Payments: How to Ethically and Optimally Structure Fee Arrangements in Debtors Engagements*
California Bankruptcy Forum
2011
- Speaker, *Bankruptcy Law for Non-Bankruptcy Lawyers*
Orange County Bar Association
2011
- Speaker, *The Allen E. Broussard Presentation on Professionalism and Civility*
Orange County Bar Association
2011
- Speaker, *What Do You Do When Employment Law and Bankruptcy Collide*
Orange County Bar Association
2010
- Speaker, *Handling Distressed Assets: A Lender's Guide*
Commercial Real Estate Women - Orange County Chapter
2009
- Speaker, *Issues in Client Confidentiality*
Federal Bar Association 6th Annual Bankruptcy Ethics Symposium
2009

PUBLICATIONS

- Co-Author, *Bankruptcy for Businesses: The Benefits, Pitfalls and Alternatives*
Entrepreneur Press (Distributed by McGraw-Hill)
2007



SMILEY | WANG-EKVALL

Insolvency. Real Estate. Business Litigation.



Kyra E. Andrassy
Partner

Main 714-445-1000
Direct 714-445-1017
Email kandrassy@swelawfirm.com
V-Card [Download](#)

PRACTICE AREAS

Insolvency and Business Litigation

AWARDS/RECOGNITION

- Southern California Super Lawyers 2012-2017
- Top Bankruptcy Lawyers, OC Metro Magazine 2015
- Southern California Rising Star 2005-2008 and 2010-2011
- Best Lawyers in America, Bankruptcy and Creditors' Rights (2018)

EDUCATION

- Loyola Law School, Juris Doctor 1998
- University of California, San Diego, B.A. Political Science 1995

JUDICIAL CLERKSHIPS

- Hon. John E. Ryan - United States Bankruptcy Court, Central District of California, Santa Ana Division 1998-2000

ADMISSIONS

- California State Bar
- United States Court of Appeals for the Ninth Circuit
- U.S. District Courts for the Central, Eastern, Northern, and Southern Districts of California

MEMBERSHIPS/ASSOCIATIONS

- American Bankruptcy Institute
- Orange County Bankruptcy Forum
- Los Angeles Bankruptcy Forum
- International Women's Insolvency and Restructuring Confederation
- Orange County Bar Association
- Federal Bar Association
- Orange County Women Lawyer's Association
- Director, American Youth Soccer Organization Region 159 (2014 to 2016)

KYRA E. ANDRASSY is a partner of Smiley Wang-Ekvall, LLP. She concentrates her practice on bankruptcy and insolvency matters and business litigation. Her insolvency-related work includes representing chapter 11 debtors, chapter 7 and chapter 11 trustees, secured and unsecured creditors, creditors' committees, purchasers of assets from bankruptcy estates, assignees in assignments for the benefit of creditors, and borrowers in out-of-court workouts. Ms. Andrassy's business litigation practice includes a broad range of disputes in state and federal court, including breach of contract and fraud.

She received her undergraduate degree in political science from the University of California at San Diego in 1995, and her law degree from Loyola Law School in Los Angeles in 1998. She was an editor of the Loyola Law Review and the recipient of the American Jurisprudence Book Award in Legal Writing. She served a judicial externship to the Honorable Barry Russell, United States Bankruptcy Judge for the Central District of California, in Spring 1998. From September 1998 until September 2000, Ms. Andrassy served a judicial clerkship to the Honorable John E. Ryan, United States Bankruptcy Judge for the Central District of California and a member of the Ninth Circuit Bankruptcy Appellate Panel.

PROFESSIONAL ACTIVITIES

- Secretary of the Insolvency Law Committee of the Business Law Section of the State Bar of California, 2017-2018
- Co-Editor in Chief of eBulletins for the Insolvency Law Committee of the Business Law Section of the State Bar of California, 2016-2017
- Member of the Advisory Board for the American Bankruptcy Institute's Bankruptcy Battleground West, 2017-2018
- Director, Southern California Chapter of the International Women's Insolvency & Restructuring Confederation, 2016
- Member of the Bar Advisory Board for the U.S. Bankruptcy Court, Central District of California, 2016-2017
- Member, Insolvency Law Committee of the Business Law Section of the State Bar of California, 2015-2018
- Sole attorney member of the committee to revise the Local Rules Governing Bankruptcy Appeals, Cases, and Proceedings of the U.S. District Court, Central District of California, 2011
- President, Orange County Bankruptcy Forum, 2008-2009
- Director, California Bankruptcy Forum, 2008-2010
- Member, U.S. Bankruptcy Court, Central District Task Force for Amendments to Local Rules, 2007-2008
- Director, Orange County Bankruptcy Forum, 2006-2009
- Program Chair for the Bankruptcy Ethics Symposium for the Federal Bar Association, Los Angeles Chapter, 2006
- Member of the Advisory Board for the Bankruptcy Ethics Symposium for the Federal Bar Association, Los Angeles Chapter, 2004-2005



- Section Chair, Orange County Bar Association Commercial Law & Bankruptcy Section, 2004
- Program Chair, Orange County Bar Association Commercial Law & Bankruptcy Section, 2003

SPEAKING ENGAGEMENTS

- Panelist and Moderator, *The Intersection of Pension and Retirement Plans and Bankruptcy*
American Bankruptcy Institute
2017
- Panelist, *Federal Practice/Bankruptcy*
Orange County Bar Association's Bridging the Gap Program
2016
- Producer and Moderator, *Identifying Estate Assets in Atypical Property*
California Bankruptcy Forum
2013
- Panelist, *Business Bankruptcy Issues*
Orange County Bar Association and Orange County Bankruptcy Forum
2011
- Moderator, *Judgment Enforcement in Federal Court*
Orange County Bankruptcy Forum
2006



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Michael L. Simon

Associate

Main 714-445-1000

Direct 714-445-1043

Email msimon@swelawfirm.com

PRACTICE AREAS

Insolvency and Business Litigation

EDUCATION

- Pepperdine University School of Law, Juris Doctor
2014
- New York University, B.S. in Finance and Economic Policy
2009

JUDICIAL CLERKSHIPS

- Hon. Robert N. Kwan - United States Bankruptcy Court, Central District of California
2015-2017

ADMISSIONS

- California State Bar
- U.S. District Courts for the Central, Eastern, Southern, and Northern Districts of California

MEMBERSHIPS/ASSOCIATIONS

- American Bankruptcy Institute
- Financial Lawyers Conference
- Los Angeles Bankruptcy Forum

MICHAEL L. SIMON is an associate of Smiley Wang-Ekvall, LLP. He concentrates his practice on bankruptcy and insolvency matters and business litigation.

Mr. Simon received his undergraduate degree in finance and economic policy from New York University's Leonard N. Stern School of Business in 2009. He received his J.D. from Pepperdine University School of Law and his Certificate in Dispute Resolution from the Straus Institute for Dispute Resolution in 2014. While in law school, Mr. Simon served as an editor for the Journal of Business, Entrepreneurship and the Law, and served judicial externships to the Honorable Robert N. Kwan, United States Bankruptcy Judge for the Central District of California, and the Honorable Valerie B. Fairbank, United States District Court Judge for the Central District of California. After law school, he served a judicial clerkship to the Honorable Robert N. Kwan from August 2015 to March 2017.



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Insolvency. Real Estate. Business Litigation.



Janet Hogan
Paralegal

Main 714-445-1000
Email jhogan@swelawfirm.com

Janet Hogan received her Bachelor of Arts degree in business administration from California State University at Fullerton in 1984. She received her certificate of legal assistantship from the University of California at Irvine in 1997.



SMILEY WANG-EKVALL, LLP
SCHEDULE OF HOURLY BILLING RATES
EFFECTIVE JANUARY 1, 2019

Attorneys:

Standard Rate:

Lei Lei Wang Ekvall	\$640.00
Kyra E. Andrassy	\$585.00
Michael L. Simon	\$340.00

Paralegal:

Janet Hogan	\$265.00
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EXHIBIT "2"



June 11, 2019

Confidential
VIA EMAIL AND US POSTAL DELIVERY

Douglas M. Miller
Senior Trial Attorney – Division of Enforcement
U.S. Securities and Exchange Commission
444 South Flower Street, Suite 900
Los Angeles, CA 90071

Re: NTV Financial Group, Inc., and Richard Vu Nguyen (*aka* Nguyen Thanh Vu) (collectively, the “Defendants”) – Ponzi-Like Scheme

Dear Mr. Miller:

Thank you for providing me the opportunity to submit this proposal to the U.S. Securities and Exchange Commission (SEC) to serve as the Receiver in the above referenced matter. I understand that the Receivership matter under consideration involves recovering and returning monies to defrauded investors.

Under this proposal, I will serve as the Receiver and my firm (“Brandlin & Associates” or “B&A” or “We”) will serve as forensic accountants. Smiley Wang-Ekval, LLP (“Smiley Wang” or “Counsel”) will act as counsel to the Receiver.

Based on my conversations with you and our review of the pending matter, I understand that the Defendants have deceived investors via a Ponzi-like scheme. I understand that the SEC is seeking a federal court Receivership to protect the interests of all investors. If I am selected as the Receiver my firm and Counsel would work to recover assets misappropriated by the Defendants. In addition, the Receivership will assess investors’ contributions and distributions to ensure the proper pro rata return of liquidated assets.

As the engagement partner in this matter, I will ensure that the Receivership will be executed in an efficient manner to conserve Receivership funds for the benefit of the investors. This proposal presents suggested pricing for our services, the expertise of the Receiver and counsel.

We are confident that we are well equipped to deal with any of the many complex issues which could arise during the Receivership. We will carefully coordinate and communicate with the Court, the SEC, and Receivership personnel to ensure the orderly and appropriate sharing of information obtained from the engagement.

Douglas M. Miller
June 11, 2019
Page 2

I. RECEIVER & COUNSEL EXPERIENCE

Depending upon the powers allowed to the Receiver in the Receivership Order, our focus will be to recover, preserve and liquidate any tangible and/or intangible assets, and pursue litigation via Smiley Wang-Ekvall as appropriate, including disgorgement, fraudulent conveyance and clawback proceedings; and administer the process of claims identification, verification and distribution. My personal experience and familiarity with investigating matters of this nature are highlighted in Exhibit A and will ensure that Receivership services are provided in a cost-effective manner. Biographies of Brandlin & Associates professionals expected to work on the Receivership are enclosed as Exhibit B.

I propose to use the firm of Smiley Wang as my counsel if I am appointed as Receiver. Smiley Wang has extensive experience in large, complex insolvency proceedings and fiduciary representation. Smiley Wang has served as counsel for SEC and FTC-appointed receivers in many cases. Lei Lei Wang-Ekvall, Esq. is experienced in exactly this type of case, having represented receivers in dozens of federal equity receiverships initiated by the SEC. This professional will be the primary lawyer working on the case, lower billing attorneys and paralegals would be used on all appropriate tasks. I have enclosed Smiley Wang's SEC experience and their professionals' individual Biographies (Exhibit C) for your reference.

II. PRICING OF SERVICES

We along with Counsel and other professionals will provide services based upon hourly rates. My rate as the Receiver will be \$475 per hour, representing an approximate twenty percent (20%) discount of my standard hourly rate of \$595. Similarly, B&A will offer a fifteen percent (15%) discount from the standard hourly rates of all associates and other personnel who provide services in this matter. As an alternative to the above discounts of our normal hourly rates, we are willing to discuss an overall blended rate.

Smiley Wang has agreed to provide a blended rate of \$495 for the entirety of the case. To the extent that litigation is ultimately required in the case, Smiley Wang may offer flexible fee arrangements to ease the costs of administering the case, which can be discussed and determined later depending on the facts and circumstances that will be uncovered during the case. Smiley Wang has an unmatched depth of experience in structuring alternative fee arrangements to bring actions to achieve recoveries for creditors.

Refer to Exhibit D for the Schedule of Hourly Rates.

In connection with this Receivership, B&A may need to retain outside consultants to assist in the valuation and liquidation of complex assets. B&A is familiar with many service providers who could assist in this endeavor. B&A will only retain those outside consultants necessary to efficiently manage and liquidate the assets after seeking approval of the court and the SEC. We will endeavor to negotiate the most cost-effective pricing structure for such services if we determine them necessary.

III. CONFLICTS OF INTEREST

All parties that have been proposed to work on the Receivership have reviewed the list of entities and names of individuals identified in this matter.

Douglas M. Miller
June 11, 2019
Page 3

No firms or individuals have any conflicts of interest with the list of entities and/or individuals.

B&A and Smiley Wang both agree to disclose any conflicts of interest that may arise during the engagement.

IV. PRIOR INVOLVEMENT WITH SEC AND FTC-RELATED MATTERS

We have been involved as forensic accountants in two (2) SEC-related matters and two (2) FTC-related matters. A summary of each assignment is below.

SEC v. Yang, et al. (Case 5:15-cv-02387)

B&A was engaged by Fed Receiver to provide forensic accounting services regarding the use of \$21 million of EB-5 investor funds which the SEC alleged to be in violation of federal securities laws. B&A recreated the Defendants' accounting records to determine the sources and uses of investor funds by entity. B&A identified \$6.5 million in payments for hidden commissions, payments to individuals and non-investor entities, and determined the extent of comingling of funds among entities and investigated transfers of funds to Defendants for personal use. B&A analyzed over 10,000 transactions from approximately 25 bank accounts. B&A continues to work with that receiver to move the case toward closure so that the receiver can make a distribution to the defrauded investors.

SEC v. Capital Cove Bancorp LLC, et al. (Case 8:15-cv-00980-JLS-JCx)

B&A was engaged by Receiver and Counsel to provide forensic accounting services regarding the use of investor funds which the SEC alleged to be in violation of federal securities laws. B&A recreated the Defendants' accounting records to determine the sources and uses of investor funds by entity. B&A confirmed the "Ponzi Scheme" treatment of funds where funds from new investors were being used to pay other investors. B&A analyzed bank statements from approximately 30 bank accounts.

FTC v. First Time Credit Solution, Corp., et al. (USCD CD Cal. Case No. CV15-01921-DDP (PJWx)).

Forensic accountant engaged by the court-appointed receiver to investigate deceptive advertising. The case was converted to a bankruptcy since it was a non-asset estate.

FTC v. Bunzai Media Group, Inc., et al. (Case No. 2:15-CV-4527-GW(PLAx))

B&A was engaged by the Federal Trade Commission (FTC) to provide forensic and expert accounting analyses in connection with the FTC's investigation and permanent injunction to stop a multi-defendant organization that advertised and sold skin care-related products through an internet "free trial" negative option enrollment programs. B&A uncovered a complex, and intentionally obscured organization to hide millions of dollars illegally obtained by charging unassuming consumers' credit cards. B&A investigated more than 40 companies and 164 bank and merchant accounts involving the tracing of cash receipts and cash disbursements totaling over 75,000 transactions. B&A's services included seizure of millions of dollars in the Defendants' bank accounts, safeguarding physical evidence, providing proper chain of custody, rendering an expert report and demonstratives. Seizure of the estate's assets allowed the FTC to provide restitution to injured consumers.

Douglas M. Miller
June 11, 2019
Page 4

In addition to these four (4) matters, I and my firm have been involved in dozens of other fraud cases representing money center banks and trustees who have been defrauded in cases involving tens of millions of dollars. Refer to Exhibit E for additional exemplars.

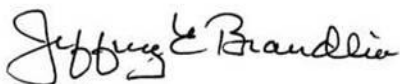
B&A's first engagement with the SEC involved providing audit services to two (2) companies (Network One and The Houston Complex) who along with their management were under investigation by the SEC.

Furthermore, we can attest to the following:

- Since the founding of Brandlin & Associates circa 1980, our firm has never been the subject of a complaint, administrative action, or enforcement action for failure to comply with municipal, state, or federal law.
- Our firm has never been the subject of any professional discipline or action involving malpractice.
- Our firm is equipped to handle incoming mail and telephone calls for the receivership, including from investors.
- We treat and handle personally identifiable information with great due care. The firm has adequate safeguards, both physical and electronic, to prevent personal information from being inadvertently or intentionally disseminated.

Thank you again for allowing us the opportunity to submit this proposal. We very much hope that you will select Brandlin & Associates to serve as a Receiver in this matter. Please do not hesitate to let me know if I can provide further information or respond to any questions that you may have.

Sincerely,



Jeffrey E. Brandlin, CPA & CFF/CIRA & CM&AA
President, Brandlin & Associates

Exhibits (5)

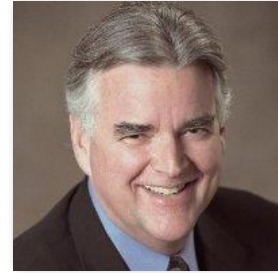
EXHIBIT A

Jeffrey E. Brandlin Curriculum Vitae

CURRICULUM VITAE

JEFFREY E. BRANDLIN, CPA & CFF / CIRA & CM&AA

Brandlin & Associates
12100 Wilshire Blvd., Suite 1120
Los Angeles, CA 90025
Tel.: 310.789.1777
Cell: 310.990.4955
jeff@brandlin.com



EDUCATION & CERTIFICATIONS

San Diego State University, San Diego, CA
Bachelor of Science, Accounting 1972

Licensed: Certified Public Accountant (CPA) - 1976
State of California, Board of Accountancy

Certified: Certified Insolvency Restructuring Advisor (CIRA) - 2004
Association of Insolvency & Restructuring Advisors (AIRA)

Certified in Financial Forensics (CFF) - 2008
American Institute of Certified Public Accountants (AICPA)

Certified Merger & Acquisition Advisor (CM&AA) - 2015
Alliance of Merger & Acquisition Advisors (AM&AA)

EXPERIENCE

1980 – Present: Brandlin & Associates Accountancy Corporation, Los Angeles CA

Jeffrey E. Brandlin is the founder and chief executive of Brandlin & Associates Accountancy Corporation (B&A), and specializes in providing professional services to lenders, creditors, shareholders, and investors. These services include due diligence engagements related to crucial financial decisions, and the reorganization and restructuring of problem credit situations. Mr. Brandlin also provides litigation support, bankruptcy and insolvency consulting and other forensic accounting services.

In 2008, Mr. Brandlin obtained the Credential of Certified in Financial Forensics (CFF) from the American Institute of Certified Public Accountants (AICPA). This credential combines specialized forensic accounting expertise with the core knowledge and skills that make CPAs among the most trusted business advisers. The CFF encompasses fundamental and specialized forensic accounting skills that CPA practitioners apply in a variety of service areas, including: bankruptcy and insolvency; computer forensics; economic damages; family law; fraud investigations; litigation support; stakeholder disputes and valuations.

In 2004, Mr. Brandlin obtained the status of Certified Insolvency and Restructuring Advisor (CIRA) from the Association of Insolvency and Restructuring Advisors (AIRA). The

objective of the CIRA program is to recognize, by public awareness and by certification, those individuals who possess a high degree of specialized professional expertise in the area of business bankruptcy and insolvency, receiverships and other litigation matters.

Mr. Brandlin's professional affiliations include the AICPA, the California Society of Certified Public Accountants (CSCPA), the AIRA, the Association for Corporate Growth (ACG), and the Association for Certified Fraud Examiners (ACFE).

Mr. Brandlin founded B&A in 1980 after a successful career in the Los Angeles professional accounting community as a litigation consultant and, previously, as an audit manager for Coopers & Lybrand. His extensive career has encompassed clients in a broad range of businesses, including the entertainment industry, manufacturing, oil and gas production, refining and distribution, food service, health care, construction, retail, financial and professional service firms, asset-based and corporate lenders, merchants, investors, and other public, private and not-for-profit organizations.

During the past 35+ years, Mr. Brandlin has been involved in significant engagements where he has provided professional services as an expert witness, financial advisor, forensic accountant, and / or litigation and workout consultant. These engagements have included:

TESTIMONY & LITIGATION CONSULTING EXPERIENCE

1. Expert witness as to damages in the fire claim of Congress Financial Corporation (n/k/a Wells Fargo Bank, N.A.), et al., v. The Travelers Indemnity Co., et al., Adv. Proc. No. 803-8274-511 (ESS) (*Insurance Claim*);
2. Litigation consultant for Plaintiff in Kenneth P. Silverman, as Chapter 7 Trustee of Allou Distributors, Inc. et al., and Congress Financial Corporation (n/k/a Wells Fargo Bank, N.A.) v. KPMG LLP, Arthur Andersen LLP, and Mayer Risples & Company, P.C., Defendants, Case No. 03-82321-511 (MLC), United States Bankruptcy Court, Eastern District of New York (*Accountant Malpractice*);
3. Litigation consultant for Defendant in Honsador Holdings, LLC, Odyssey A LLC (f/k/a Hon Lumber Acquisition LLC), and Richard R. Foreman v. Key Principal Partners LLC, James J. Pappas, and James J. Pappas 1999 Qualified Annuity Trust, Civil No. 04-1-2140-11 SSM, Circuit Court of the First Circuit, State of Hawaii (*Breach of Contract*);
4. Expert witness for Plaintiff in AMPAC JV Group, Inc., a California corporation, d/b/a C and L Global Warehouse Distributor; John Chang, an individual; Vincent Lam, an individual; Sophia Chang, an individual; and Pauline Lam, an individual v. General Motors Corporation, Defendants, Case No. BC 206274, Superior Court of the State of California for the County of Los Angeles (*Breach of Contract, Fraud and Economic Damages*);

5. Litigation consultant for Plaintiff in LaSalle Business Credit and Standard Federal Bank National Association v. Grobstein, Horwath & Company, LLP (successor CPA firm *Crowe Horwath LLP*), Defendant, Case No. BC304025, Superior Court of the State of California for the County of Los Angeles, Central District (*Accountant Malpractice*);
6. Litigation consultant for Plaintiff in LaSalle Business Credit and Standard Federal Bank National Association (n/k/a Bank of America, N.A.) v. Chinatrust Bank; Far East National Bank; and Development Bank of Singapore, Defendants, Case No. BC304063, Superior Court of the State of California, County of Los Angeles – Central District (*Lender Liability*);
7. Litigation consultant for Plaintiff in Comerica Bank v. Singer, Lewak, Greenbaum & Goldstein, LLP (successor CPA firm *SingerLewak LLP*), Defendants, Case No. 03CC06390, Superior Court of California, County of Orange, Central Justice Center (*Accountant Malpractice*);
8. Litigation consultant for Plaintiff in Iron Grip Barbell Company, Inc. v. USA Sports, Inc., Case No. SACV 02-498 GLT (Anx). United States District Court, Central District of California (*Patent Litigation*);
9. Litigation consultant for Plaintiff in Iron Grip Barbell Company, Inc. and Christopher B. Anastasi, Plaintiffs v. Icon Health & Fitness, Inc. and Sears, Roebuck and Company, Defendants, Case No. CV SA 02-32 GLT (Anx), United States District Court, Central District of California (*Patent Litigation*);
10. Expert witness for Defendant in The Coluombe Law Firm v. Pacific Digital Corporation, Arbitration, JAMS REF. NO. 1200032705 (*Breach of Contract*);
11. Expert witness for Plaintiff in Pentawave, Inc. et al., v. Homestore, Inc.; Case No. SC031526, Superior Court of the State of California, County of Ventura, District of Simi Valley (*Breach of Contract and Fraud*);
12. Expert witness for Plaintiff in Dartmouth Development Company, Inc., Dartmouth Stagecoach Associates LLC, and Dartmouth Alpine Associates LLC v. Real Estate International Corporation (a/k/a REI-NC), Paul Gonya, David Waitley, and Kenneth Stroud, Defendants, Case No. GIC 845987, Superior Court for the State of California, County of San Diego (*Breach of Contract and Fraud*);
13. Litigation consultant for Plaintiff Dartmouth Development Company, Inc., Dartmouth Stagecoach Associates LLC, and Dartmouth Alpine Associates LLC v. Lang and Associates, Inc. and Doane Glitschka, CPA, Defendants, Case No. GIC881368, Superior Court for the State of California, County of San Diego (*Accountant Malpractice: Breach of Contract and Negligence*);

14. Expert witness for Ivivi Technologies, Inc. v. Stonefield Josephson, Inc. (n/k/a Marcum, LLP) (successor CPA firm Marcum, LLP), JAMS Ref. No.: 1220 035 698 (*Matter of Arbitration between Claimants and Stonefield Josephson, Respondent*);
15. Expert witness for Shepard Fairey and Obey Giant Art, Inc. v. The Associated Press v. Shepard Fairey, et al., Case No. 09CIV01123, United States District Court, Southern District of New York (*Infringer's Profits*);
16. Expert witness for Plaintiff The Golden West Fruit Company, Inc., et al., v. Daniel E. Apodaca, CPA (Apodaca & Company), Case No. BC444407, Superior Court of the State of California, County of Los Angeles, Central District (*Accountant Malpractice*);
17. Litigation consultant and expert witness for Plaintiff EVOQ Properties, Inc. (f/k/a Meruelo Maddux Properties, Inc.), Case No. BC481555, Superior Court of the State of California, County of Los Angeles, Central District (*Complaint for Damages and Equitable Relief for Breach of Fiduciary Duty*);
18. Litigation consultant and expert witness for PNY Technologies, Inc. and PNY Technologies Europe, S.A.S., Claimant and KPMG, Respondent, International Institute for Conflict Prevention and Resolution (*Accountant Malpractice – Matter of Arbitration between Claimants and KPMG LLP, Respondent*);
19. Expert witness for Plaintiff Royal Business Bank, Case No. BC476980, Superior Court of the State of California, County of Los Angeles, Central District (*Breach of Written Contract; Negligence; and Negligent Misrepresentation*);
20. Expert witness for Plaintiff in Jeffrey H. Mims, as Chapter 7 Trustee in *Re Color Star Growers of Colorado, Inc., and Defendants, Ehrhardt, Keefe, Steiner & Hottman, P.C. (a/k/a EKS&H, CPA's)* (U. S. Bankruptcy Court for the Eastern district of Texas, Sherman Division Case No. 13-42959) (*Accountant Malpractice*);
21. Expert witness and forensic accountant for Plaintiff in Regions Bank, et al., v. Nexbank Securities, Inc., et al., Reference No. DC-13-14628 (*Accountant Malpractice*);
22. Litigation consultant for Jeffery Etter, et al., v. Thetford Corporation, et al., (Case No. SACV13-00081 JLS (RNBx)) (*Gross Negligence*);
23. Expert witness for Defendant in Arroyo Hotel, LLC et al., v. City National Bank, et al., Case No. CV090684 (*Damages Calculation*);
24. Expert witness and forensic accountant for Claimant in Beverly Hay Dechevrieux v. La Cienega Partners Limited Partnership (a/k/a Taubman Properties), JAMS Arbitration Case No. 1220048390 (*Breach of Contract*);

25. Expert witness for Respondents in Nu Image, Inc. v. Calrissian LP et al., JAMS Arbitration Reference No. 1210033079 (*Breach of Contract*);
26. Expert witness for Respondents in Brenda J. Whitman v. OneWest Bank, FSB, et al. Case No. BC550713;
27. Expert witness for EHOF II Lakeside, LLC (Plaintiff) v. Petra Geosciences, Inc., et al. (Defendants) Case No. 30-2015-00825084-CU-BC-CJC (*Breach of Contract, Contractual Indemnity, Negligence and other*);
28. Litigation consultant to A&M Stables, LLC (Plaintiff) v. Sycamore Riding Academy, LLC, et al. (Defendants) Case No. BC627368 (*Breach of Contract*);
29. Expert witness for Hollywood for Children, Inc. (dba The Audrey Hepburn Children's Fund), Plaintiff, v. Sean Ferrer, an individual, Defendant (Case No. BC649828) (*Declaratory Relief, Injunctive Relief and Damages*); and
30. Expert witness and forensic accountant for Junior Larry Hillbroom, Plaintiff, v. David J. Lujan, Barry J. Israel and Keith A. Waibel, Defendants (Case No. CV09-0841 ODW (CTx)) (*Legal Malpractice, Negligence, Breach of Fiduciary Duty, Fraud and other*).

FINANCIAL ADVISORY & FORENSIC ACCOUNTING EXPERIENCE

31. Financial advisor to Wells Fargo Equipment Finance & Wachovia (n/k/a Wells Fargo Bank, N.A.), and 10 other secured lenders in their loans of approximately \$230 million to Brundage-Bone Concrete Pumping Co. (BBCP), CASE NO. 010-10758 ABC. BBCP is the largest provider of concrete pumping services in the U.S. During the Chapter 11 proceedings, the continuing lenders acquired 100% of the equity of BBCP. In a subsequent sale of BBCP, the remaining lenders recovered all of their previously compromised debt and a substantial equity return. The turnaround was the most successful recovery in Wells Fargo Bank's history (submitted to the TMA for the 2015 *Turnaround of the Year Award*);
32. Financial advisor to McDermott Will & Emery and their client Gerald Christian and his related entities in the restructuring of his \$35 million of debt to 13 different lenders and lessors;
33. Financial advisor to 228-32 West 42nd Street Realty Corp Board of Directors. Company owns commercial real estate in Chapter 11. Responsibilities included preserving any equity in the estate, assisting and advising the Board with respect to its administrative and financial matters, including meeting all the Debtor reporting requirements of the U.S. Trustee. Provided restructuring services including the sale of non-performing undercapitalized property;

34. Norman J. and Kerri A. Salter (USBC Case No. 1:09-bk-11653-KT): Forensic accountant to creditors committee in Chapter 11. Responsibilities included investigating potential fraudulent transfers, asset valuation and consultation regarding the plan of reorganization. Assisted with special purpose entity evaluation and identification of avoidance claims;
35. REI-NC / Dartmouth (Case No. GIC845987): Forensic accountant and financial advisor engaged by counsel regarding breach of contract and misappropriation of joint venture funds. Suspected fraud resulted from the analysis of joint venture profitability;
36. The People of the State of California vs. Paul Gonya, Kenneth Stroud and Marie Frever (Case No. CD209855): Engaged by the County of San Diego to assist with the criminal prosecution of the defendants and provide expert accounting testimony regarding the REI-NC / Dartmouth accounting records and operating agreement;
37. Kingsway: Litigation consultant on accounting and auditing matters to counsel representing a foreign investment company in a case against a “Big 4” accounting firm. The litigation involved an insurance company and SEC registrant that filed false and misleading financial statements containing material errors resulting from inadequate insurance loss reserves;
38. BNP Paribas – Transtar Metals: Forensic accountant, financial advisor and litigation consultant engaged by counsel representing a consortium of banks in a case involving the sale of an international metals distribution company. Litigation resulted from questionable asset valuations, primarily inventory. The case also included the accounting for an extraordinary gain recognized by the buyer contemporaneous to the closing of purchase transaction;
39. Latham & Watkins – ATI: Forensic accountant, financial advisor and litigation consultant engaged by counsel to a consortium of lending institutions and counsel involved in a \$140 million problem credit facility to a \$550 million paper converter and manufacturer. Services provided included investigation and analysis of fraudulent sales; a complex *bill and hold* scheme; *refreshing* and *ever-greening* of invoice preference payments, sources of deposits, and other unusual transactions; establishing cash controls; and implementing a cash operating projection system;
40. UBOC – Barth & Dreyfuss: Forensic accountant, financial advisor and litigation consultant engaged by counsel to a bank involved in an \$11 million problem credit facility to a \$70 million manufacturer and distributor of kitchen and bath textile products. Services included investigation and analysis of *pre-billing* sales transactions, ineligible inventory reported on borrowing base certificates, understatements of the company’s allowance of doubtful accounts and other accounting irregularities;

41. GMAC (n/k/a Ally Bank) / Comerica – A&J Cheese: Forensic accountant, financial advisor and litigation consultant engaged by counsel to a consortium of lending institutions and counsel involved in a \$60 million problem credit facility to a \$260 million manufacturer and distributor of food products. Services included a comprehensive investigation of a ten year scheme to defraud the lenders; analysis of substantial funds diverted to principals of the company; a special examination of management's \$46 million adjustment to \$56 million of accounts receivables reported in borrowing base certificates; a special examination of management's \$12 million adjustment to \$26 million of inventory reported in borrowing base certificates; development of daily cash, accounts receivable and inventory roll-forward procedures and controls to establish the integrity of daily collateral reports; establishment of controls to monitor inventory movement, sales and collections; and consultation on potential accountants' malpractice litigation;
42. Winston & Strawn – Nogales Investors – Graphic Press: Workout consultant to the borrower and financial institution involved in an \$18 million credit facility to a \$30 million commercial printing and graphic services company. Services included evaluation of borrowing base reports; identification of ineligible collateral; monitoring the usage of an over-advance; implementation and monitoring of a thirteen week cash flow forecasting system that was maintained by management; analysis of methods and procedures to improve the company's cash flow; assisting management in establishing internal control procedures over billing production and shipping activities; and stabilizing information flow and the integrity of reports provided to the lender;
43. Marwit Capital – H&W Foods: Forensic accountant, financial advisor and litigation consultant engaged by a Private Equity Group invested in a \$65 million meat and poultry processor and distributor. Services included the discovery and identification of management personnel responsible for fraudulent reporting in borrowing base certificates; creation and implementation of a daily cash management reporting system; preparation of comprehensive monthly budgeting systems and procedures; and establishment of a 13-week cash forecasting system and the methodology to compare this information with the comprehensive budgeting system;
44. Centre Partners – Rembrandt Photo: Financial advisor and litigation consultant to a private investment firm involved in a \$40 million equity investment and a \$49 million loan to a manufacturer and marketer of polypropylene storage products. Services included the identification of fraudulent reporting and methodology used to prepare false interim financial statements; assisting management in the preparation of accurate and reliable interim financial statements; a comprehensive analysis of adjustments;
45. Morrison Foerster – Merchant Holdings: Workout consultant and financial advisor to the borrower and a consortium of financial institutions involved in a \$90 million credit facility to a \$200 million international distributor of consumer products. Services included the design, installation and monitoring of cash management systems and

procedures; evaluation of weekly cash receipts, disbursements and fund requirements; preparation of projected balance sheet, operating and cash flow information; establishment of a thirteen week cash forecasting system with comparisons to the projected financial information; detail customer profitability analysis; monitoring of the liquidation of the company under Chapter 7 of the U.S. Bankruptcy Code;

46. Fleet Capital (n/k/a Bank of America Merrill Lynch) – Orange Plastics: Financial advisor and litigation consultant to lender involved in a \$31 million credit facility to a \$75 million plastic bag manufacturer. Services included the identification of a material inventory overstatement that required the restatement of audited financial statements; discovery of erroneous finished goods inventory costing procedures and the creation of an appropriate and reliable valuation methodology; implementation of internal control procedures for monthly physical inventory counts for purchasing and cash disbursements systems; creation and implementation of monthly budgeting and forecasting procedures, including an integrated cash budgeting and thirteen week rolling cash flow process; and the development of daily inventory roll forward reporting procedures and controls; and implementation of a daily cash management system;
47. Harris Nesbitt (n/k/a BMO – Harris) – American Computer & Digital Components (ACDC): Forensic accountant, financial advisor and litigation consultant engaged by counsel to a lender involved in a \$22 million credit facility to a \$200 million computer parts distributor. Services included reconciliation of borrowing base certificates to the borrower's computer generated reports, identification of techniques used to overstate accounts receivable; discovery of a \$7 million diversion of funds; identification of *off book* bank accounts and a scheme to inflate borrowing base certificates by *refreshing* invoices; analysis of preference payments, sources of deposits and other unusual transactions; detail analysis of related party transactions; and the evaluation of applicable records to correct errors in inventory valuation;
48. Caltius Capital – Homegrown: Financial advisor to the borrower and lender involved in an \$8 million credit facility to a \$40 million natural foods producer and distributor. Services included the creation of a thirteen week cash forecasting system to be used and maintained by management; assisting; assisting management evaluating the borrower's viability and its ability to service debt; evaluation of the benefits of integrating computer systems; analysis of the commission policies and the structure of sales functions; detail analysis of accounts receivable and accounts payable; and identification of methods to improve cash flow;
49. Riverside Partners – SaRonix: Financial advisor to a private investment firm making an \$8 million equity investment in a \$75 million electronic parts distributor. Services included determining the adequacy of management's valuation of inventory obsolescence; discovery of deficiencies in operational inventory reporting; integration of marketing, sales, inventory control, and accounting and finance goals to improve

inventory turnover; evaluation of management's utilization of sophisticated computer software; and analysis of deviations from generally accepted accounting principles;

50. United California Bank, Sanwa – ABS: Financial advisor to a group of banks making a \$10 million loan to a \$124 million manufacturer and distributor of residential and commercial doors. Services included a comprehensive analysis of the company's accounting method to capitalize manufacturing overhead resulting in substantial income tax savings; recommendations regarding the integration of inventory and general ledger software packages; creating an inventory turnover report to manage purchasing efforts and isolate slow moving products; and assisting management in search and employment of new auditors;
51. Key Principal Partners – T-Netix: Financial advisor to a private investment company making a \$20 million equity investment in a \$118 million computer hardware and proprietary software development company. Services included analysis of the adequacy of the company's allowance for doubtful accounts; evaluation of the adequacy of financial management's knowledge and understanding of company business operations; discovery of material internal control weaknesses relative to revenue recognition; creation of computer software to capture revenue transactions on a timely and accurate basis; a comprehensive analysis of accounts receivable write-off losses, including various service provider partners that had excessive receivable losses; creation of a methods to estimate bad debts and other potential uncollectible accounts receivable; and implementation of procedures and timetables for monthly accounting closings and the analysis of balance sheet and operating accounts;
52. Key Mezzanine – Imperial Plastics: Financial advisor to a lender making a \$6 million loan to a \$16 million manufacturer of injected molded plastic products. Services included the identification of material deviation from generally accepted accounting principles related to compensated absences and the adequacy of the allowance for doubtful accounts; identification of accounting errors in the recording of finished goods and raw materials inventory; discovery of customer concentrations aggregating 50% of annual sales; discovery and measurement of an undisclosed buyout agreement liability; and the determination of the operational status and functionality of a recently implemented job costing system;
53. Shelley D. Krohn, Chapter 7 Trustee v. William W. Plise (Case No. BK-S-12-14724-LBR): Engaged as accountant by Chapter 7 Trustee to provide accounting and financial services to the bankruptcy estate. Services included accounting consultation and expert witness services related to issues raised in prosecution of contested matters and adversary proceedings, including the Debtor's solvency, financial condition, and ultimate assistance in tracking and recovery of funds diverted from the estate;
54. Wen Yaw Jiang and Herling Kao Jiang v. Gordon & Rees, LLP (Case No. 30-2013-00665341-CU-CO-CJC): Engaged as forensic accountant by Plaintiffs' to assist with

professional negligence and breach of fiduciary duty claim against Plaintiffs' bankruptcy counsel;

55. Jeffrey L. Hayden, Debtor and Debtor-in-Possession v. Asset Funding Group, LLC, et al., (Case No. 1:14-bk-11187-MT – Chapter 11, Adversary Case No. 1:14-ap-01195-MT): Forensic accountant engaged by counsel regarding breach of contracts and implied covenants of good faith and fair dealing, and disallowance of proof of claim filed by defendant. Provided expert accounting testimony regarding AFG, et al., accounting records and operating agreements;
56. Beitler v. Hayden (Los Angeles County Superior Court Case No. BC476322): Forensic accountant engaged by special litigation counsel to prosecute and defend Hayden on cross-complaint. Provided expert accounting testimony regarding AFG entities' accounting records, operating agreements and plaintiff's improper divestiture of real property assets, failure to repay personal loans to Hayden and using the AFG entities as his personal bank accounts;
57. Hyo Dong Kim (USBC Case No. 8:14-bk-11142-SC): Accountant to Chapter 11 and 7 Trustee. Responsibilities included investigating potential fraudulent transfers, business viability and consultation regarding plan of reorganization. Assisted Chapter 11 Trustee with preparation of monthly operating reports, accumulation of records and other pertaining to the estate;
58. Capital One – PennySaver: Workout consultant and financial advisor to borrow and financial institution;
59. HCT Packaging, Inc. v. Nicholas Gardner, Cindy Lim, et al. (Los Angeles County Superior Court Case No. BC645615): Forensic accountant engaged by counsel to investigate employee's fraudulent overpayment to vendors enabling vendor kickbacks totaling approximately \$10 million to the defendant;
60. White Oak Global Advisors, LLC – Sonar Entertainment, Inc.: Forensic accountant to lender to investigate non-repayment of amounts due under the revolving line of credit;
61. Bank of America Merrill Lynch – Candor-Ags, Inc.: Workout consultant and financial advisor to borrower and financial institution involved in a \$85 million credit facility to a \$500 million global provider of food products to large retailers. Services included 13-week cash flow preparation and monitoring, evaluation of weekly borrowing base reporting, cash disbursement oversight, preparation of financial forecasts, stabilization of information flow and reporting integrity to the lender, and assisted the borrower with various financing efforts;
62. Independent forensic accountant engaged by Attila, LLC (dba Attila Management Company) and Leonard Judaken, an individual, *June 29, 2018 Letter of Intent & Non-*

Binding Term Sheet for Termination of Business Ventures and Mutual Release of Claims, to investigate partner's unauthorized expenses, distributions and reimbursements; and

63. Due Diligence Matters: In addition to the selected due diligence matters listed above, Mr. Brandlin, since 1995, has provided due diligence services to many Private Equity Groups (PEG's) and Mezzanine Lenders on hundreds of middle market merger and acquisition transactions spanning a plethora of industries.

RECEIVERSHIPS

64. Federal Trade Commission v. Bunzai Media Group, Inc., et al., (Case No. 2:15-CV-4527): Forensic accountant engaged by the court-appointed receiver to investigate beliefs that defendants violated numerous sections of the Federal Trade Act. The cause of action was brought to protect consumers nationwide who suffered economic injury and defendants would continue to receive ill-gotten gain if not stopped;
65. SEC v. Yang, et al. (USDC CD Cal. Case No. 5:15-CV-02387-SVW (KKx)): Forensic accountant engaged by court-appointed receiver to investigate defendants' diversion of investor funds designated for the development of three nursing homes for personal use;
66. SEC v. Capital Cove Bancorp, LLC, et al. (USDC CD Cal. Case No. SACV15-00980-JLS (JCx)): Forensic accountant engaged by court-appointed receiver to investigate defendants' \$1.9 million diversion of funds designated for investment in distressed real estate properties; and
67. Federal Trade Commission v. First Time Credit Solution, Corp., et al. (USDC CD Cal. Case No. CV15-01921-DDP (PJWx)). Forensic accountant engaged by the court-appointed receiver to investigate deceptive advertising.

CORPORATE GOVERNANCE

68. Board of Director – Support Services of America, Inc. (janitorial services company) August 2013 – October 2013.

PROFESSIONAL AFFILIATIONS

American Institute of Certified Public Accountants ("AICPA") – Member No. 01075799

California Society of Certified Public Accountants ("CalCPA") – Member No. 2426

Association for Corporate Growth ("ACG") – Member

Turnaround Management Association ("TMA") – Member of the Board of Directors and Treasurer for the Southern California Chapter 2004 through 2010

Special Asset Management Association (“SAMA”) – Member of the Event Planning Committee since 2010

National Association of Federal Equity Receivers (“NAFER”) – Member of the Board of Directors and Treasurer since 2012

PUBLICATIONS

“Fraud and Forensics: Piercing Through the Deception in a Commercial Fraud Case”

(Published by the *American Bankruptcy Institute*, August 2015)

“Financial Fraud in the Electronic Age” *AIRA News* February/March 2004

“Does It Pass the Sniff Test?” *The Secured Lender* November/December 2004

Copies of these articles and other publications can be obtained at www.brandlin.com (please click on the “Resources” tab).

LECTURES AND PRESENTATIONS

“Financial Statements for Attorneys” - MCLE Approved course in California, New York, Illinois

Winston & Strawn LLP, Los Angeles

Greenberg & Bass, Los Angeles

*Jeffer Mangels Butler & Marmaro LLP, Los Angeles
& San Francisco*

Ervin Cohen & Jessup LLP, Los Angeles

Sheppard Mullin Richter & Hampton LLP, Los Angeles,

Orange County, San Diego and San Francisco

DLA Piper Rudnick Gray Cary US LLP, Los Angeles

Goldberg, Kohn, Bell, Black, Rosennbloom, Chicago

Kaye Scholer LLP, Los Angeles

Steptoe & Johnson LLP, Los Angeles

“Uncovering Landmines: Lessons Learned Conducting Forensic Accounting”

Private Equity Connection, Newport Beach

*(Private Equity Connection Known for Exceptional
and Returns Handling Equity and Debt Security)*

*Commercial Finance Association - Chapter of California
(CFCC), Los Angeles*

FocalPoint Partners, LLC

The Financial Executives Networking Group, Los Angeles

Private Equity Connection, San Francisco

“Financial Due Diligence: What Matters Most”

Provisors M&A, Los Angeles

“Due Diligence for Financial Transactions”

Capital Markets Affinity Group of Provisors, Los Angeles, CA - May 2013

“Indicia of Fraud”

*Commercial Finance Association - Chapter of California (CFCC), Los Angeles
Harris Nesbitt, Chicago
PNC Business Credit, Pasadena
Wachovia Capital Finance, Los Angeles
Wells Fargo (Loan Adjustment Group) - Los Angeles, Denver, Portland, San Francisco
Comerica Bank (Special Assets Department – Western Division) – El Segundo
Marquette Business Credit (Audit Group), Garden Grove
Special Assets Management Association (SAG Managers’ Resource Group), Los Angeles*

“Fraud: The Warning Signs”

Wells Fargo Capital Finance – Santa Monica, CA

“Fraud: Easy to Allege, Hard to Prove”

Turnaround Management Association, April 2005

“Integration of Analytical Procedures with Financial and Operational Observations”

Comerica Bank – Los Angeles, CA, October 2011

“Financial Due Diligence Overview & What Can Go Wrong”

Private Equity Connection – San Francisco, CA, May 2013

“Forensic Auditing: Financial Statement Fraud”

CFCC Audit Chapter – Los Angeles, CA, April 2014

“The Troubled Asset-Based Loan – Financial Advisor / Turnaround Consultant / Forensic Accountant – How These Professionals Can Help”

Bank of America Merrill Lynch – Los Angeles, CA, October 2014

“Mergers & Acquisitions – Real-Life Lessons (Financial Due Diligence)”

M\$A Capital Formation Group – Los Angeles, CA, June 2015

“Forensic Accounting & Expert Witness Testimony Real-Life Lessons”

Capital Markets Affinity Group – Los Angeles, CA, February 2016

“Forensic Accounting Investigative Procedures: Rendering the Complex Financial & Business-Related Issues – Simple”

M\$A Capital Formation Group – Los Angeles, CA, April 2016

“Anatomy of a Workout – Is There A New Playbook?”

Commercial Finance Conference California – Los Angeles, CA, April 2017

Special Assets Management Association – Santa Barbara, CA, June 2017

Forensic Accounting Panels:

Commercial Finance Association – 60th Anniversary Convention – New York, NY – November 2004

Special Assets Management Association – How to Prevent Fraud – Santa Barbara, CA – May 2011

Commercial Finance Association – 67th Annual Convention – New York, NY – November 2011

Special Asset Management Association – Finding Hidden Assets - Santa Barbara, CA – April 2013

Commercial Finance Association – I’m Not Concerned About Fraud... Said No One Ever – Miami, FL – November 2016

EXHIBIT B

Brandlin & Associates Biographies

DAVID R. BELL, CPA – MANAGING DIRECTOR

David has approximately 20 years of experience in public accounting, private industry and transactional services. Since joining Brandlin & Associates in 2003, he has assisted in over 150 mergers and acquisitions transactions ranging in value from \$5 million to \$250 million. He also has contributed to several litigation support and forensic accounting assignments for senior and mezzanine lenders.

David has provided expert testimony in United States Bankruptcy Court, Central District of California – Los Angeles Division regarding fraud, conversion and civil conspiracy matters. Among several successful outcomes involving litigation, his work and testimony were instrumental in obtaining a \$40 million judgment against the defendant's principals in a civil matter. In another matter, he provided expert testimony for the bankruptcy Trustee's prosecution of accounts receivable debtors, leading to a series of default judgments and negotiated settlements.

A wide range of clients across a broad spectrum of industries benefit from David's thorough approach to providing forensic accounting, litigation support and financial advisory services. He is particularly skilled at advising capital sources and their clients, counsel and creditor committees regarding accounting malpractice theories, sources and methods of recovery and restructuring alternatives.

David frequently gives presentations to banks, law firms and finance-related organizations on topics including: Financial Due Diligence: What Matters Most; Uncovering Landmines: Lessons Learned Conducting Forensic Accounting; and Financial Statements for Attorneys.

Prior to joining Brandlin & Associates, David was Manager of Financial Reporting for the mortgage division of one of the nation's largest, publicly-held, residential builders. His responsibilities included financial planning and budgeting, due diligence and compliance reporting. David began his career at Ernst & Young LLP in Los Angeles where he was an audit manager. His clients included both private and public companies of varying sizes and industries, including financial services, pension plans, software and manufacturing.

David graduated from the University of Southern California in 1992 with a Bachelor of Science degree in Accounting.

JOSEPH BADINI, CPA – MANAGING DIRECTOR

Joseph applies over 25 years of experience in portfolio risk management, workouts, credit underwriting and auditing to advise clients in the areas of pre-investment due diligence, workouts and restructurings, litigation support and forensics.

Prior to joining Brandlin in 2018, Joseph spent over 20 years at GE Capital, Commercial Finance where he led the underwriting and portfolio risk management of over \$1 billion of investments in the media and entertainment and manufacturing distribution services sectors. He also participated in the management of troubled debt workout situations for GE and was an active member of multiple steering committees of distressed companies. As a Six Sigma Quality Black Belt Leader, Joseph led cross-functional teams in complex improvement projects for GE, designing development strategies to drive growth and improve productivity.

EXHIBIT B

Brandlin & Associates Biographies

Joseph began his career at Coopers and Lybrand where he performed auditing assignments for both public and private companies in multiple industries. Thereafter, he spent four years with Philips Electronics focused on identifying and re-engineering inefficient operations at various business segments to improve financial results.

Joseph earned his Master of Business Administration and bachelor's in accounting from Pace University and is a Certified Public Accountant in New York.

GERARDO CASTELLANOS

Gerardo has nearly 20 years of experience in public and private accounting. He is skilled in the areas of internal audits, including special investigations and procedural compliance; Sarbanes-Oxley compliance and reporting; mergers and acquisitions evaluations; and other customary accounting-related functions. Gerardo is adept at SEC reporting, GAAP compliance, budgeting and financial modeling, and executive reporting. He is technically proficient in multiple ERP systems.

Prior to joining Brandlin & Associates, Gerardo spent eleven years in managerial positions within the accounting and internal audit departments of Breitburn Energy, an upstream Oil & Gas company. He managed all aspects of accounting, internal controls documentation and testing, and M&A valuation due diligence related to over \$6.5 billion in transactions. Gerardo also managed projects including systems upgrades and conversions, process reviews, litigation, risk assessments and joint ventures.

Gerardo began his career at PricewaterhouseCoopers (PwC) where he planned and managed all phases of the audit process for companies in the banking, manufacturing, distribution, technology and defense industries. After five years at PwC, Gerardo served as corporate accounting manager at Entravision Communications Corporation (NYSE: EVC) where he was heavily involved with the public company's financial reporting requirements, technical accounting research, forecasting and budgeting.

Gerardo graduated from the University of California, Los Angeles with a Bachelor of Arts degree in Economics / International Area Studies and a minor in Accounting. He is in the process of sitting for the fourth part of the uniform CPA examination. Gerardo is fluent in English and Spanish.

EXHIBIT B

Brandlin & Associates Biographies

RICHARD LIEU, CPA - ASSOCIATE

Richard is an experienced financial consultant and accountant for companies ranging from private equity-backed growth businesses to multi-national public corporations.

At Brandlin & Associates, Richard performs quality of earnings analyses on target companies for capital sources including banks, private equity firms and other lenders to assist in their investment decision-making process. He has also provided forensic accounting and litigation support services including fraud and accounting malpractice investigations, as well as damage calculations. Richard has worked on matters with the Securities and Exchange Commission (SEC) including the investigation of an EB-5 Program fraud and the Federal Trade Commission (FTC) in the investigation of negative option marketing schemes.

Prior to joining Brandlin & Associates, Richard was an audit senior associate at PwC where he primarily practiced in the financial services industry. He frequently vetted portfolio company valuations for private equity clients by validating discounted cash flow and market models. This involved analyzing complex contracts, progress payments, incentive compensation plans and international operations. He also analyzed periodic fluctuations in financial statements to assess risk and draw conclusions and evaluated the design and effectiveness of internal controls.

Richard graduated from the University of California, Berkeley with a Bachelor of Arts degree in Economics. He is a Certified Public Accountant licensed to practice in California and is Certified in Financial Forensics (CFF) by the American Institute of Certified Public Accountants. In addition, Richard is a candidate in the Chartered Financial Analyst (CFA) program having passed all three levels of the exam.

EXHIBIT "3"

Donlin, Recano & Company, Inc.**STANDARD CLAIMS ADMINISTRATION AND NOTICING AGREEMENT****TERMS AND CONDITIONS**

Donlin, Recano & Company, Inc. (hereinafter called "DRC") agrees to provide Jeffrey E. Brandlin, solely in his capacity as the Receiver for Richard Vu Nguyen, aka Nguyen Thanh Vu, and NTV Financial Group, Inc. (hereinafter called the "Client") with services with respect to the NTV Financial Group, Inc. and related parties matter, and Client agrees to purchase Services, (as defined below) upon the terms and conditions and other provisions stated herein. Client agrees and understands that none of the services constitute legal advice.

1. SERVICES: DRC agrees to provide the Client with consulting services regarding a website, and any other services agreed upon by the parties. A more detailed description of the types of services offered by DRC, as well as the fees charged for such services, is annexed hereto as Schedule A. Client will promptly seek Court approval for the retention of DRC and the payment of its fees in the ordinary course of the administration of the receivership estate.

2. CHARGES: All charges shall be based upon the time and materials incurred by DRC, billed at the DRC then prevailing standard rate unless another rate schedule is specifically and mutually agreed upon herein. DRC reserves its rights to adjust its standard rates in January of each year to reflect changes in the business and economic environment. In the event that rates are based other than on time and materials, and such other basis for rates is set forth herein, the Client agrees to pay, in addition to those rates, for all charges, incurred by DRC as a result of Client error or omission as determined by DRC. Such charges shall include but shall not be limited to re-runs and any additional clerical work, phone calls, travel expenses, or any other disbursements. When possible, DRC will notify Client in advance of any additional charges. Checks are accepted subject to collection and the date of collection shall be deemed the date of payment. Any check received from Client may be applied by DRC against any obligation owing by Client to DRC, and an acceptance by DRC of any partial payment shall not constitute a waiver of DRC's right to pursue the collection of any remaining balance. DRC requires advance deposits for all noticing, newspaper publishing or other significant expenditures as defined by DRC. In addition, Client shall reimburse DRC for all actual out-of-pocket expenses reasonably incurred by DRC. The out-of-pocket expenses may include, but are not limited to, postage, delivery services, travel, meals and other similar costs and expenses. In addition to all charges for services and materials hereunder, Client shall pay to DRC all taxes, however designated, levied or based that are applicable to this Agreement or are measured directly by payments made under this Agreement and are required to be collected by DRC or paid by DRC to taxing authorities. This provision, includes but is not limited to, sales, use and excise taxes, but does not include personal property taxes or taxes based on net income.

3. TRANSPORTATION OF DATA: Data submitted by the Client to DRC for processing shall be transported at the Client's risk and expense to and from the DRC office. In the event the Client fails to deliver the input data to DRC at the time scheduled, the Client agrees that DRC may extend, as necessary, the time for the completion of processing of such data. Client further agrees that the time for the completion or processing of such data may be extended because of the following holidays in addition to any Bank holidays recognized in the city in which DRC is located: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. In any event, DRC does not warrant or represent that shipment or availability dates will be met, but will use its best efforts to do so. If DRC is required to stay open to perform required tasks on such days, an additional mutually agreed upon cost may be required by DRC.

4. INVOICES: Client shall pay the charges set forth in Schedule A, attached hereto. DRC shall invoice the Client monthly for all services rendered during the preceding month. Charges for a partial month's service shall be prorated based on a thirty (30) day month. Terms are net 20 days following the date of billing. Failure to pay any fees, costs or other amounts to DRC shall be a breach of this Agreement (a "Failure to Pay").

Donlin, Recano & Company, Inc.

Notwithstanding anything else contained in this Agreement, in the event of a Failure to Pay, DRC reserves the right to withhold reports and materials of the Client, in addition to all other remedies available to DRC. Upon a Failure to Pay, DRC may assess a late charge at a rate of one and one-half percent (1-1/2%) per month or the highest rate permitted by law, whichever is less, on all unpaid amounts until paid in full. DRC shall also have the right, at its option, to terminate this agreement for non payment of invoices after 30 days from the date unpaid invoices are rendered (a "Non-Payment Breach"). If the invoice amount is disputed, notice shall be given to DRC within ten (10) days of receipt of the invoice by the Client. The undisputed portion of the invoice will remain due and payable. Late charges shall not accrue on any amounts in dispute. Notwithstanding anything contained in this agreement to the contrary, a Failure to Pay shall under no circumstances be construed as an agreement by DRC to reduce or waive DRC's fees and expenses. The Client shall not agree or otherwise consent to a unilateral reduction or waiver of DRC fees and expenses without the explicit written consent of DRC and any such agreement or consent to such reduction or waiver by the Client without DRC's explicit written consent shall be deemed null and void and constitute a breach of this Agreement (a "Material Breach"). Notwithstanding anything contained in this agreement to the contrary, upon the occurrence of a Material Breach, DRC shall have the right, at its option, to terminate this agreement upon five (5) business days notice to the Client.

5. STORAGE: Client shall assume the risks and DRC shall not be responsible for any damages, liability or expenses incurred in connection with any delay in delivery of or damage to cards, disks, magnetic tapes or any input data furnished by Client unless DRC has agreed in writing to assume such responsibility. Forms storage at DRC beyond a normal 90 day supply will be billed at standard warehousing rates established by DRC.

6. E-MAIL COMMUNICATIONS: DRC and the Client and its agents acknowledge that they may wish to communicate electronically with each other at a business e-mail address. However, the electronic transmission of information cannot be guaranteed to be secure or error free and such information could be intercepted, corrupted, lost, destroyed, arrive late or incomplete or otherwise be adversely affected or unsafe to use. Accordingly, each party agrees to use commercially reasonable procedures to check for the then most commonly known viruses and to check the integrity of data before sending information to the other electronically, but each party recognizes that such procedures cannot be a guarantee that transmissions will be virus-free. It remains the responsibility of the party receiving an electronic communication from the other to carry out a virus check on any attachments before launching any documents, whether received on disk or otherwise.

7. SUPPLIES: All supplies shall be furnished at Client's expense.

8. WARRANTY AND RELIANCE: Client acknowledges and agrees that DRC will take direction from the Client's representatives, employees, agents and/or professionals (collectively, the "Client Parties") with respect to services being provided under this Agreement. Client and DRC agree that DRC may rely upon, and the Client agrees to be bound by, any requests, advice or information provided by the Client Parties to the same extent as if such requests, advice or information were provided by the Client. DRC shall have the right to rely on the accuracy of all data provided by the Client and the Client Parties to DRC. Client is responsible for the accuracy of all programs, data and other information it submits to DRC. The DRC warranty under this agreement shall be limited to the re-running at its expense, of any inaccurate reports provided that such inaccuracies were caused solely as a result of performance hereunder and provided further that DRC shall receive written notice of such inaccuracies within thirty (30) days of delivery of such report. If said notice is not made to DRC within the prescribed time limit Client is due and liable for all charges. Client agrees that the foregoing constitutes the exclusive remedy available to it.

9. TERM: This agreement shall be effective from the date upon which it is accepted by DRC as set forth herein and shall remain in force until terminated by either party upon thirty days' written notice to the other party or by DRC upon occurrence of a Non-Payment Breach or a Material Breach, as defined in paragraph 4 above. The

Donlin, Recano & Company, Inc.

payment obligation and the indemnity obligation set forth in sections 4 and 11 herein, respectively, shall survive termination of this Agreement. In the event this Agreement is terminated, DRC shall coordinate with the Client for an orderly transfer of record keeping functions and shall provide all necessary staff, services and assistance required for such orderly transfer. Client agrees to pay for such services in accordance with DRC's then existing fees for such services.

10. TERMS OF AGREEMENT: The terms of this Agreement prevail over any and all terms contained in Client's purchase order or authorization and no waiver, discharge, or modification of the terms of this Agreement shall bind DRC unless in writing and signed by an authorized representative of DRC.

11. LIMITATION OF LIABILITY: Client agrees that the foregoing warranty is in lieu of all other warranties, express or implied, including but not limited to any implied warranty of merchantability, fitness or adequacy for any particular purpose or use, quality, productiveness or capacity. DRC shall be without liability to the Client with respect to anything done or omitted to be done, in accordance with the terms of this Agreement or instructions properly received pursuant hereto, if done in good faith and without negligence or wilful or wanton misconduct. DRC's liability to Client or any person claiming through or under Client for any Losses (as defined below) of any kind, even if DRC has been advised of the possibility of such Losses, whether direct or indirect and unless due to gross negligence or willful misconduct of DRC, shall be limited to the total amount billed or billable to Client for the portion of the particular work which gave rise to the alleged loss. In no event shall DRC's liability to Client for any Losses (as defined below), whether direct or indirect, arising out of this Agreement exceed the total amount billed to Client and actually paid to DRC for the services contemplated under this Agreement. In no event shall DRC be liable for any indirect, special or consequential damages such as loss of anticipated profits or other economic loss in connection with or arising out of the services provided for in this Agreement, regardless of whether the claim is for breach of warranty, contract, tort (including negligence), strict liability or otherwise.

12. INDEMNIFICATION: The Client shall indemnify and hold DRC and its affiliates, officers, directors, agents, employees, consultants, and subcontractors (collectively, the "Indemnified Parties") harmless, to the fullest extent permitted by applicable law, from and against any and all losses, claims, damages, liabilities, costs, obligations, judgments, causes of action, charges (including, without limitation, costs of preparation and attorneys' fees) and expenses as incurred (collectively, "Losses"), arising out of or relating to (a) this Agreement or DRC's rendering of services pursuant hereto (including any erroneous instructions or information provided to DRC by the Client or the Client Parties for use in providing services under this Agreement), (b) any breach or alleged breach of this Agreement by Client, or (c) any negligence or willful or reckless actions or misconduct of Client or Client Parties with respect to this Agreement, other than Losses resulting solely from DRC's gross negligence or willful misconduct. Without limiting the generality of the foregoing, "Losses" includes any liabilities resulting from claims by third persons against any Indemnified Parties. The Client shall notify DRC in writing promptly of the institution, threat or assertion of any claim of which the Client is aware with respect to the services provided by DRC under this Agreement. Such indemnity shall remain in full force and effect regardless of any investigation made by or on behalf of DRC and shall survive the termination of this Agreement until the expiration of all applicable statutes of limitation with respect to DRC's liabilities.

13. CONFIDENTIALITY: Each of DRC and the Client, on behalf of themselves and their respective employees, agents, professionals and representatives, agrees to keep confidential all non-public records, systems, procedures, software and other information received from the other party in connection with the services provided under this Agreement; provided, however, that if either party reasonably believes that it is required to produce any such information by order of any governmental agency or other regulatory body, it may, upon not less than five (5) business days' written notice to the other party, release the required information.

14. OWNERSHIP OF PROGRAMS: Unless otherwise agreed in writing, all programs developed by DRC in

Donlin, Recano & Company, Inc.

connection with any services to be performed under this Agreement shall remain the sole property of DRC. All programs and/or systems documentation in the possession of DRC which DRC has agreed in writing to return to the Client, prepared for the Client by DRC, shall be returned to the Client upon demand providing all charges for such programming and/or systems documentation have been paid in full.

15. SYSTEMS IMPROVEMENTS: DRC's policy is to provide continuous improvements in the quality of service to its clients. DRC, therefore, reserves the right to make changes in operating procedures, operating systems, programming languages, application programs, time period of accessibility, equipment, and the DRC data center serving the Client, so long as any such changes do not materially interfere with ongoing services provided to the Client in connection with the Client's chapter 11 case.

16. UNUSUAL MEASURES: Where the Client requires measures that are unusual and beyond the normal business practice and hours of DRC such as, but not limited to, CPA Audit, Errors and Omissions Insurance, and/or Off-Premises Storage of Data, the cost of such measures, if provided by DRC, shall be charged to the Client. Said charges may be required in advance if DRC deems it appropriate.

17. JURISDICTION. Jurisdiction over all matters regarding this Agreement shall be the Central District of California.

18. FORCE MAJEURE. Whenever performance by DRC of any of its obligations hereunder is substantially prevented by reason of any act of God, strike, lock out or other industrial or transportational disturbance, fire, lack of materials, law, regulation or ordinance, war or war conditions, or by reasons of any other matter beyond DRC's reasonable control, then such performance shall be excused and this Agreement shall be deemed suspended during the continuation of such prevention and for a reasonable time thereafter.

19. NOTICE. Any notice or other communication required or permitted hereunder shall be in writing and shall be delivered personally, or sent by registered mail, postage prepaid, or overnight courier. Any such notice shall be deemed given when so delivered personally, or, if mailed, five days after the date of deposit in the United States mail, or, if sent by overnight courier, one business day after delivery to such courier, as follows: if to DRC, to Donlin, Recano & Company, Inc., 6201 15th Avenue, Brooklyn, NY 11219, Attention: Nellwyn Voorhies, Esq.; if to the Client, to Jeffrey E. Brandlin at 12100 Wilshire Blvd., Suite 1120, Los Angeles, CA 90025.

20. GOVERNING LAW. This Agreement will be governed by and construed in accordance with the laws of the State of New York (without reference to its conflict of laws provisions).

21. SEVERABILITY. All clauses and covenants contained in this Agreement are severable and in the event any of them are held to be invalid by any court, such clause or covenant shall be valid and enforced to the maximum extent as to which it may be valid and enforceable, and this Agreement will be interpreted as if such invalid clauses or covenants were not contained herein.

22. ASSIGNMENT. This Agreement and the rights and obligations of DRC and the Client hereunder shall bind and inure to the benefit of any successors or assigns thereto.

[remainder of page intentionally left blank]

Donlin, Recano & Company, Inc.

23. GENERAL: The terms and conditions of this Agreement may be modified by DRC upon one (1) month's prior written notice to Client. Client will not employ any DRC employee within two (2) years from the termination of this Agreement. The term "this Agreement" as used herein includes any future written amendments, modifications, supplements or schedules duly executed by Client and DRC. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one in the same instrument. A facsimile copy, photocopy or imaged copy of this Agreement shall be considered an original copy.

Accepted and Approved:

Donlin, Recano & Company, Inc.
1601 15th Avenue 11219
Brooklyn, New York

By: _____
Signature: _____
Title: _____
Date: _____

Accepted and Approved:

By: _____
Signature: _____
Title: _____
Date: _____

This Agreement is subject to the terms and conditions set forth herein. Client acknowledges reading and understanding it and agrees to be bound by its terms and conditions and further agrees that it is the complete and exclusive statement of the Agreement between the parties, which supersedes all proposals oral or written and other prior communications between the parties relating to the subject matter of this Agreement.

Donlin, Recano & Company, Inc.**SCHEDULE A**
Fee Schedule

Professional Service		Hourly Rates
Executive Management		No charge
Senior Bankruptcy Consultant		\$175
Case Manager		\$140
Technology/Programming Consultant		\$110
Consultant/Analyst		\$90
Clerical		\$45
Noticing Service		
Laser Printing/ Photocopies		\$.08 per image
Personalization/ Labels		WAIVED
Fax (Incoming)		WAIVED
Fax Noticing		\$.08 per page
Postage and Overnight Delivery		At cost
Electronic Noticing		WAIVED
Publication Services		At cost
Claims Management		
Website Development		\$90 per hour
Web Hosting		\$75 per month
Creditor Data Storage/ Electronic Document Storage		\$.05 per record monthly
Document Imaging		\$.08 per image
Electronic Claims filing		No set-up charge or per claim charge
Data Room Services		
DRC DocuLinks™ Virtual Data Room Services		Hosting WAIVED
Data Room Development		\$90 per hour
Miscellaneous		
Out-of-Pocket Expenses (including any required travel)		At cost
Call Center Operators		\$65 per hour
Communications Expert		\$395 per hour

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Costa Mesa, California 92626

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Proposed Attorneys for Jeffrey E.
Brandlin, Receiver

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA, SOUTHERN 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. SACV19-1174-AG (KESX)

**[PROPOSED] ORDER GRANTING
MOTION OF RECEIVER, JEFFREY
E. BRANDLIN, FOR ORDER IN
AID OF RECEIVERSHIP**

DATE: September 9, 2019

TIME: 10:00 a.m.

CTRM: 10D

JUDGE: Hon. Andrew J. Guilford

The Court having reviewed the motion (the "Motion") filed on August 9, 2019, by Jeffrey E. Brandlin, the Court-appointed receiver (the "Receiver") over the assets of NTV Financial Group, Inc. ("NTV Financial") and its subsidiaries and affiliates, and of all accounts through which Defendants

1 Richard Nguyen's and NTV Financial's investors and/or clients' funds have
2 flowed (collectively with NTV Financial and its subsidiaries and affiliates, the
3 "Receivership Entity"), for an order in aid of receivership, and the evidence
4 submitted in support of the Motion and having found good cause, orders as
5 follows:

6 **IT IS ORDERED:**

7 (1) The Receiver is authorized to retain Smiley Wang-Ekvall, LLP,
8 as his general counsel, with its fees subject to approval by the Court;

9 (2) The Receiver is authorized to retain Brandlin & Associates as the
10 Estate's forensic accountant, with its fees subject to approval by the Court;

11 (3) The Receiver is authorized to retain Coast Business
12 Technologies for data recovery and computer imaging, with its fees and
13 costs payable in the ordinary course of administration of the Estate without
14 the necessity of a further Court order;

15 (4) The Receiver is authorized to retain Donlin Recano to design
16 and host a website on behalf of the Receiver to provide a source of
17 information for investors and creditors, and the Receiver is authorized to pay
18 it in the ordinary course of administration of the Estate and without further
19 order of the Court;

20 (5) The Receiver is authorized to retain Day Translations to translate
21 key documents for posting on the Receiver's website for investor
22 information, with its invoices payable in the ordinary course of the
23 administration of the Estate;

24 (6) The employment of the foregoing professionals is retroactive to
25 the appointment of the Receiver; and
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1 (7) The Receiver's procedure set forth in the Motion for
2 abandonment of personal property assets that he determines are unlikely to
3 yield a benefit to the Estate is approved.
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