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9 **UNITED STATES DISTRICT COURT**
10 **DISTRICT OF NEVADA**

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13 **SECURITIES AND EXCHANGE
COMMISSION,**

14 **Plaintiff,**

15 **vs.**

16 **PROFIT CONNECT WEALTH
17 SERVICES, INC., JOY I. KOVAR,
18 and BRENT CARSON KOVAR,**

19 **Defendants.**
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Case No. 2:21-cv-01298-JAD-BNW

**STIPULATION TO MODIFY
TEMPORARY RESTRAINING
ORDER TO (1) CONTINUE THE
HEARING ON THE SEC'S MOTION
FOR A PRELIMINARY
INJUNCTION AND MOTION FOR A
RECEIVER; (2) CONTINUE THE
TERMS OF THE TEMPORARY
RESTRAINING ORDER; (3)
APPOINT A TEMPORARY
RECEIVER; (4) REQUIRE
ACCOUNTINGS; AND (5) ALLOW
MUTUAL LIMITED EXPEDITED
DISCOVERY**

(First Request)

1 Plaintiff Securities and Exchange Commission (“SEC”) and Defendant Joy
2 Irene Carson Kovar (“J. Kovar”), Defendant Brent C. Kovar (“B. Kovar”), and
3 Defendant Profit Connect Wealth Services, Inc. (“Profit Connect”) (collectively
4 “Defendants”), by and through their undersigned counsel of record, hereby stipulate
5 as follows concerning the July 26, 2021 hearing on the SEC’s Motion for a
6 preliminary injunction and motion to appoint a receiver:

7 WHEREAS, on July 8, 2021 the SEC filed this action against Defendants;

8 WHEREAS, on July 14, 2021 the Court entered the Temporary Restraining
9 Order and Other Pretrial Equitable Relief [ECF No. 9] (the “Temporary Restraining
10 Order”) that, among other things, temporarily: (1) restrained and enjoined the
11 Defendants from violations of the Federal securities laws; (2) froze Defendants’
12 assets; (3) sealed the case; and (4) set the date for the SEC’s motion for a preliminary
13 injunction and motion to appoint a receiver to be heard on July 26, 2021 at 2:00 p.m.
14 Defendants were ordered to file any response to the motions by July 19, 2021 and the
15 Commission must file any reply by July 22, 2021;

16 WHEREAS, on July 15, 2021 Defendants J. Kovar, B. Kovar, and Profit
17 Connect were served with summonses, copies of the complaint, all motions, and the
18 Temporary Restraining Order as per the Court’s order in the Temporary Restraining
19 Order;

20 WHEREAS, counsel for the Defendants was retained on July 16, 2021 after the
21 close of business hours, and has advised the SEC that Defendants need approximately
22 two weeks of additional time to respond to the SEC’s motion for a preliminary
23 injunction and motion to appoint a receiver;

24 WHEREAS, on July 19, 2021 Defendants filed an Emergency Motion to
25 Continue Hearing on Plaintiff’s Motion for Preliminary Injunction Motion to Appoint
26 Receiver and to Extend the Associated Briefing Deadlines [ECF No. 20];

27 WHEREAS, counsel for Plaintiff and counsel for the Defendants have met and
28 conferred on July 19 and July 20 2021 to negotiate mutually agreeable terms

1 concerning (1) a two week continuance of the July 26, 2021 hearing on the SEC's
2 motion for a preliminary injunction and motion to appoint a receiver; (2) the
3 continuation of the terms of the Temporary Restraining Order; (3) the appointment of
4 a temporary receiver; (4) accountings by the Defendants; and (5) mutual limited
5 expedited discovery;

6 WHEREAS, this is the first stipulation to continue the hearing on the SEC's
7 Motion for a preliminary injunction and motion to appoint a receiver;

8 NOW THEREFORE, the parties, by and through their undersigned counsel,
9 hereby stipulate and agree as follows:

10 I. **Continuance of Preliminary Injunction Hearing**

11 1. That the July 26, 2021 hearing on the SEC's motion for a preliminary
12 injunction and motion to appoint a receiver is continued for two weeks to August 9,
13 2021 at 2:00 pm, or until such date as the Court is available. Defendants must file
14 any response to those motions by July 28, 2021, and the SEC must file any reply by
15 August 4, 2021.

16 II. **Stipulation to Extend the Terms of the Temporary Restraining Order**

17 1. That the terms of the Temporary Restraining Order [ECF No. 9] are
18 extended through and until whatever date the Court sets for a hearing on the SEC's
19 Motion for Preliminary Injunction and Motion for a Receiver, or until the Temporary
20 Restraining Order is converted into a preliminary injunction.

21 III. **Appointment of a Temporary Receiver over Defendant Profit Connect**

22 1. That Geoff Winkler of American Fiduciary Services LLC is hereby
23 appointed to serve as the Temporary Receiver over Defendant Profit Connect and its
24 subsidiaries and affiliates, with the powers set forth herein. The Temporary Receiver
25 shall be immediately empowered, upon entry of the Court's Order:

- 26 a. to have access to, and make an accounting of, all funds, assets,
27 collateral, premises (whether owned, leased, pledged as collateral,
28 occupied, or otherwise controlled), choses in action, books, records,

1 papers and other real or personal property, wherever located
2 (collectively, the “Assets”), of or managed by Defendant Profit
3 Connect and its subsidiaries and affiliates (collectively, the
4 “Receivership Entities”);

5 b. to have full, complete and immediate access to the books and records,
6 wherever located, of Defendant Profit Connect, including but not
7 limited to all business and financial records, bank and other financial
8 statements, and all electronic records, wherever located;

9 c. to have full, complete, and immediate access to the principals,
10 managers, directors, employees, agents or consultants of Defendant
11 Profit Connect and its subsidiaries and affiliates or anyone else who
12 is otherwise associated with Defendant Profit Connect, including but
13 limited to Defendants B. Kovar and J. Kovar;

14 d. to conduct such investigation and discovery as may be necessary to
15 locate and account for all of the assets of or managed by Defendant
16 Profit Connect and its subsidiaries and affiliates, and to engage and
17 employ attorneys, accountants and other persons to assist in such
18 investigation and discovery;

19 e. to work with the attorneys, accountants, appraisers, and other
20 independent contractors and technical specialists from the SEC to
21 locate and account for all of the assets of or managed by Defendant
22 Profit Connect and its subsidiaries and affiliates;

23 f. to take such action as is necessary and appropriate to prevent the
24 dissipation, concealment, or disposition of any Assets;

25 g. to choose, engage, and employ attorneys, accountants, appraisers, and
26 other independent contractors and technical specialists, as the
27 receiver deems advisable or necessary in the performance of duties
28 and responsibilities under the authority granted by this Order;

- 1 h. to make an accounting, as soon as practicable, to this Court and the
2 SEC of the assets and financial condition of Defendant Profit
3 Connect and its subsidiaries and affiliates, and to file the accounting
4 with the Court and deliver copies thereof to all parties; and
5 i. to have access to and monitor all mail, electronic mail, and video
6 phone of the Receivership Entities in order to review such mail,
7 electronic mail, and video phone which he or she deems relates to
8 their business and the discharging of his or her duties as Temporary
9 Receiver.

10 2. Defendants Profit Connect, J. Kovar, and B. Kovar, and their
11 subsidiaries and affiliates, including all of the other entities in receivership, and their
12 officers, agents, servants, and employees, and any other persons who are in custody,
13 possession or control of any assets, collateral, books, records, papers or other
14 property of or managed by any of the entities in receivership, shall forthwith give
15 access to such property to the Temporary Receiver.

16 3. No officer, agent, servant, employee or attorney of Defendants Profit
17 Connect, J. Kovar, or B. Kovar shall take any action or purport to take any action, in
18 the name of or on behalf of the Receivership Entities, except for ministerial or routine
19 business actions or actions relating to the defense of this action, without the written
20 consent of the Temporary Receiver or order of this Court; including but not limited to
21 contacting or soliciting any new or existing investors in Profit Connect.

22 4. Except by leave of this Court, during the pendency of this temporary
23 receivership, all clients, investors, trust beneficiaries, note holders, creditors,
24 claimants, lessors and all other persons or entities seeking relief of any kind, in law or
25 in equity, from Defendant Profit Connect, or its subsidiaries or affiliates, and all
26 persons acting on behalf of any such investor, trust beneficiary, note holder, creditor,
27 claimant, lessor, consultant group or other person, including sheriffs, marshals,
28 servants, agents, employees and attorneys, are hereby restrained and enjoined from,

1 directly or indirectly, with respect to these persons and entities:

- 2 a. commencing, prosecuting, continuing or enforcing any suit or
3 proceeding (other than the present action by the SEC or any other
4 action by the government) against any of them;
- 5 b. using self-help or executing or issuing or causing the execution or
6 issuance of any court attachment, subpoena, replevin, execution or
7 other process for the purpose of impounding or taking possession of
8 or interfering with or creating or enforcing a lien upon any property
9 or property interests owned by or in the possession of Defendant
10 Profit Connect; and
- 11 c. doing any act or thing whatsoever to interfere with taking control,
12 possession or management by the temporary receiver appointed
13 hereunder of the property and assets owned, controlled or managed
14 by or in the possession of Defendant Profit Connect, or in any way to
15 interfere with or harass the Temporary Receiver or his attorneys,
16 accountants, employees, or agents or to interfere in any manner with
17 the discharge of the Temporary Receiver's duties and responsibilities
18 hereunder.

19 5. Defendants Profit Connect, J. Kovar, and B. Kovar, and their
20 subsidiaries, affiliates, officers, agents, servants, and employees, shall cooperate with
21 and assist the temporary receiver and shall take no action, directly or indirectly, to
22 hinder, obstruct, or otherwise interfere with the Temporary Receiver or his attorneys,
23 accountants, employees or agents, in the conduct of the Temporary Receiver's duties
24 or to interfere in any manner, directly or indirectly, with the custody, possession,
25 management, or control by the Temporary Receiver of the funds, assets, collateral,
26 premises, and choses in action described above.

27 6. Defendants Profit Connect, J. Kovar, and B. Kovar, and their
28 subsidiaries and affiliates, shall pay the costs, fees and expenses of the Temporary

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

9 7. No bond shall be required in connection with the appointment of the
10 Temporary Receiver. Except for an act of gross negligence, the Temporary Receiver
11 shall not be liable for any loss or damage incurred by any of the defendants, their
12 officers, agents, servants, and employees or any other person, by reason of any act
13 performed or omitted to be performed by the Temporary Receiver in connection with
14 the discharge of his duties and responsibilities.

15 8. The Temporary Receiver is authorized to share the results of his
16 oversight over the Receivership Entities with representatives of the SEC, including
17 providing copies of documents and other records to the SEC. Any documentary
18 information that the Temporary Receiver shares with the SEC shall simultaneously be
19 shared with counsel for Profit Connect.

20 **IV. Defendants Will Provide Accountings Or Inform the SEC and the Court**
21 **of their Intent to Assert Their Privilege Against Self-Incrimination**

22 9. Defendants Profit Connect, J. Kovar, and B. Kovar, within five days of the
23 issuance of this Order, shall prepare and deliver to the SEC a detailed and complete
24 schedule of all of their personal assets, including all real and personal property
25 exceeding \$5,000 in value, and all bank, securities, and other accounts identified by
26 institution, branch address and account number. The accounting shall include a
27 description of the sources of all such assets. Such accounting shall be simultaneously
28 be filed with the Court and a copy shall be delivered to the SEC to the attention of

1 Kathryn C. Wanner, counsel for the SEC, by electronic mail at wannerk@sec.gov.
2 After completion of the accounting, each of the Defendants shall produce to the SEC
3 at a time agreeable to the SEC, all books, records and other documents supporting or
4 underlying their accounting.

5 10. If J. Kovar and/or B. Kovar determine to assert their Fifth Amendment
6 privilege against compulsory self-incrimination and not provide the accountings
7 described above on the basis of this privilege, then J. Kovar and/or B. Kovar will
8 inform the Court and the SEC in writing of the assertion of this privilege by July 28,
9 2021.

10 **V. Mutual Limited Expedited Discovery**

11 11. The Parties agree that commencing with the time and date of the Order on this
12 Stipulation, in lieu of the time periods, notice provisions, and other requirements of
13 Rules 26, 30, 33, 34, 36, and 45 of the Federal Rules of Civil Procedure and the
14 corresponding Local Rules of this Court, discovery shall proceed as follows:

- 15 a. Pursuant to Rule 30(a) of the Federal Rules of Civil Procedure, the
16 Parties may take three (3) video depositions upon oral examination on
17 five business days' notice of any such deposition. Depositions may be
18 taken Monday through Friday. Depositions that have not been signed by
19 the witness may be used for purposes of the hearing on the SEC's
20 motion for a preliminary injunction and motion for a receiver;
- 21 b. Pursuant to Rule 45 and the applicable provisions in the Securities Act
22 and Exchange Act, each party may serve subpoenas for the production of
23 documents to third parties; and

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c. All discovery requests and responses may be served via email, facsimile, or by hand on counsel for the parties.

IT IS SO STIPULATED.

Dated: July 21, 2021

/s/ Kathryn C. Wanner
Kathryn Wanner
Teri M. Melson
Counsel for Plaintiff Securities and
Exchange Commission

Dated: July 21, 2021

/s/ Dale A. Hayes, Jr.
Dale A. Hayes, Jr.
Jeremy. D. Holmes
Hayes Wakayama
Counsel for Defendants Joy I. Kovar,
Brent C. Kovar, and Profit Connect
Wealth Services, Inc.

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2 TERIM. MELSON (Cal. Bar No. 185209)
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9 **UNITED STATES DISTRICT COURT**
10 **DISTRICT OF NEVADA**

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13 SECURITIES AND EXCHANGE
COMMISSION,

14 Plaintiff,

15 vs.

16 PROFIT CONNECT WEALTH
17 SERVICES, INC., JOY I. KOVAR,
18 and BRENT CARSON KOVAR,

19 Defendants.
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Case No. 2:21-cv-01298-JAD-BNW

**[PROPOSED] ORDER RE
STIPULATION TO MODIFY
TEMPORARY RESTRAINING
ORDER TO (1) CONTINUE THE
HEARING ON THE SEC'S MOTION
FOR A PRELIMINARY
INJUNCTION AND MOTION FOR A
RECEIVER; (2) CONTINUE THE
TERMS OF THE TEMPORARY
RESTRAINING ORDER; (3)
APPOINT A TEMPORARY
RECEIVER; (4) REQUIRE
ACCOUNTINGS; AND (5) ALLOW
MUTUAL LIMITED EXPEDITED
DISCOVERY**

(First Request)

1 This matter came before the Court upon the Stipulation to Modify Temporary
2 Restraining Order to (1) Continue the Hearing on the SEC’s Motion for a Preliminary
3 Injunction and Motion for a Receiver; (2) Continue the Terms of the Temporary
4 Restraining Order; (3) Appoint a Temporary Receiver; (4) Require Accountings; and
5 (5) Allow Mutual Limited Expedited Discovery by Plaintiff Securities and Exchange
6 Commission (“SEC”) and Defendant Joy Irene Carson Kovar (“J. Kovar”), Defendant
7 Brent C. Kovar (“B. Kovar”), and Defendant Profit Connect Wealth Services, Inc.
8 (“Profit Connect”) (collectively “Defendants”)

9 The Court, having considered the Stipulation, and the other evidence and
10 argument presented to the Court, orders as follows:

11 IT IS ORDERED:

12 I. **Continuance of Preliminary Injunction Hearing**

13 1. That the July 26, 2021 hearing on the SEC’s motion for a preliminary
14 injunction and motion to appoint a receiver is continued for two weeks to August 9,
15 2021 at ____ __ .m, or until such date as the Court is available. Defendants must file
16 any response to those motions by July 28, 2021, and the SEC must file any reply by
17 August 4, 2021.

18 II. **Stipulation to Extend the Terms of the Temporary Restraining Order**

19 1. That the terms of the Temporary Restraining Order [ECF No. 9] are
20 extended through and until whatever date the Court sets for a hearing on the SEC’s
21 Motion for Preliminary Injunction and Motion for a Receiver, or until the Temporary
22 Restraining Order is converted into a preliminary injunction.

23 III. **Appointment of a Temporary Receiver over Defendant Profit Connect**

24 1. That Geoff Winkler of American Fiduciary Services LLC is hereby
25 appointed to serve as the Temporary Receiver over Defendant Profit Connect and its
26 subsidiaries and affiliates, with the powers set forth herein. The Temporary Receiver
27 shall be immediately empowered, upon entry of the Court’s Order:

28 a. to have access to, and make an accounting of, all funds, assets,

1 collateral, premises (whether owned, leased, pledged as collateral,
2 occupied, or otherwise controlled), choses in action, books, records,
3 papers and other real or personal property, wherever located
4 (collectively, the “Assets”), of or managed by Defendant Profit
5 Connect and its subsidiaries and affiliates (collectively, the
6 “Receivership Entities”);

7 b. to have full, complete and immediate access to the books and records,
8 wherever located, of Defendant Profit Connect, including but not
9 limited to all business and financial records, bank and other financial
10 statements, and all electronic records, wherever located;

11 c. to have full, complete, and immediate access to the principals,
12 managers, directors, employees, agents or consultants of Defendant
13 Profit Connect and its subsidiaries and affiliates or anyone else who
14 is otherwise associated with Defendant Profit Connect, including but
15 limited to Defendants B. Kovar and J. Kovar;

16 d. to conduct such investigation and discovery as may be necessary to
17 locate and account for all of the assets of or managed by Defendant
18 Profit Connect and its subsidiaries and affiliates, and to engage and
19 employ attorneys, accountants and other persons to assist in such
20 investigation and discovery;

21 e. to work with the attorneys, accountants, appraisers, and other
22 independent contractors and technical specialists from the SEC to
23 locate and account for all of the assets of or managed by Defendant
24 Profit Connect and its subsidiaries and affiliates;

25 f. to take such action as is necessary and appropriate to prevent the
26 dissipation, concealment, or disposition of any Assets;

27 g. to choose, engage, and employ attorneys, accountants, appraisers, and
28 other independent contractors and technical specialists, as the

1 receiver deems advisable or necessary in the performance of duties
2 and responsibilities under the authority granted by this Order;

3 h. to make an accounting, as soon as practicable, to this Court and the
4 SEC of the assets and financial condition of Defendant Profit
5 Connect and its subsidiaries and affiliates, and to file the accounting
6 with the Court and deliver copies thereof to all parties; and

7 i. to have access to and monitor all mail, electronic mail, and video
8 phone of the Receivership Entities in order to review such mail,
9 electronic mail, and video phone which he or she deems relates to
10 their business and the discharging of his or her duties as Temporary
11 Receiver.

12 2. Defendants Profit Connect, J. Kovar, and B. Kovar, and their
13 subsidiaries and affiliates, including all of the other entities in receivership, and their
14 officers, agents, servants, and employees, and any other persons who are in custody,
15 possession or control of any assets, collateral, books, records, papers or other
16 property of or managed by any of the entities in receivership, shall forthwith give
17 access to such property to the Temporary Receiver.

18 3. No officer, agent, servant, employee or attorney of Defendants Profit
19 Connect, J. Kovar, or B. Kovar shall take any action or purport to take any action, in
20 the name of or on behalf of the Receivership Entities, except for ministerial or routine
21 business actions or actions relating to the defense of this action, without the written
22 consent of the Temporary Receiver or order of this Court; including but not limited to
23 contacting or soliciting any new or existing investors in Profit Connect.

24 4. Except by leave of this Court, during the pendency of this temporary
25 receivership, all clients, investors, trust beneficiaries, note holders, creditors,
26 claimants, lessors and all other persons or entities seeking relief of any kind, in law or
27 in equity, from Defendant Profit Connect, or its subsidiaries or affiliates, and all
28 persons acting on behalf of any such investor, trust beneficiary, note holder, creditor,

1 claimant, lessor, consultant group or other person, including sheriffs, marshals,
2 servants, agents, employees and attorneys, are hereby restrained and enjoined from,
3 directly or indirectly, with respect to these persons and entities:

- 4 a. commencing, prosecuting, continuing or enforcing any suit or
5 proceeding (other than the present action by the SEC or any other
6 action by the government) against any of them;
- 7 b. using self-help or executing or issuing or causing the execution or
8 issuance of any court attachment, subpoena, replevin, execution or
9 other process for the purpose of impounding or taking possession of
10 or interfering with or creating or enforcing a lien upon any property
11 or property interests owned by or in the possession of Defendant
12 Profit Connect; and
- 13 c. doing any act or thing whatsoever to interfere with taking control,
14 possession or management by the temporary receiver appointed
15 hereunder of the property and assets owned, controlled or managed
16 by or in the possession of Defendant Profit Connect, or in any way to
17 interfere with or harass the Temporary Receiver or his attorneys,
18 accountants, employees, or agents or to interfere in any manner with
19 the discharge of the Temporary Receiver's duties and responsibilities
20 hereunder.

21 5. Defendants Profit Connect, J. Kovar, and B. Kovar, and their
22 subsidiaries, affiliates, officers, agents, servants, and employees, shall cooperate with
23 and assist the Temporary Receiver and shall take no action, directly or indirectly, to
24 hinder, obstruct, or otherwise interfere with the Temporary Receiver or his attorneys,
25 accountants, employees or agents, in the conduct of the Temporary Receiver's duties
26 or to interfere in any manner, directly or indirectly, with the custody, possession,
27 management, or control by the Temporary Receiver of the funds, assets, collateral,
28 premises, and choses in action described above.

1 6. Defendants Profit Connect, J. Kovar, and B. Kovar, and their
2 subsidiaries and affiliates, shall pay the costs, fees and expenses of the Temporary
3 Receiver incurred in connection with the performance of his duties described in this
4 Order, including the costs and expenses of those persons who may be engaged or
5 employed by the Temporary Receiver to assist him in carrying out his duties and
6 obligations. All applications for costs, fees, and expenses for services rendered in
7 connection with the receivership other than routine and necessary business expenses
8 in conducting the receivership, such as salaries, rent, and any and all other reasonable
9 operating expenses, shall be made by application setting forth in reasonable detail the
10 nature of the services and shall be heard by the Court.

11 7. No bond shall be required in connection with the appointment of the
12 Temporary Receiver. Except for an act of gross negligence, the Temporary Receiver
13 shall not be liable for any loss or damage incurred by any of the defendants, their
14 officers, agents, servants, and employees or any other person, by reason of any act
15 performed or omitted to be performed by the Temporary Receiver in connection with
16 the discharge of his duties and responsibilities.

17 8. The Temporary Receiver is authorized to share the results of his
18 oversight over the Receivership Entities with representatives of the SEC, including
19 providing copies of documents and other records to the SEC. Any documentary
20 information that the Temporary Receiver shares with the SEC shall simultaneously be
21 shared with counsel for Profit Connect.

22 IV. **Defendants Will Provide Accountings Or Inform the SEC and the Court**
23 **of their Intent to Assert Their Privilege Against Self-Incrimination**

24 9. Defendants Profit Connect, J. Kovar, and B. Kovar, within five days of the
25 issuance of this Order, shall prepare and deliver to the SEC a detailed and complete
26 schedule of all of their personal assets, including all real and personal property
27 exceeding \$5,000 in value, and all bank, securities, and other accounts identified by
28 institution, branch address and account number. The accounting shall include a

1 description of the sources of all such assets. Such accounting shall be simultaneously
2 be filed with the Court and a copy shall be delivered to the SEC to the attention of
3 Kathryn C. Wanner, counsel for the SEC, by electronic mail at wannerk@sec.gov.
4 After completion of the accounting, each of the Defendants shall produce to the SEC
5 at a time agreeable to the SEC, all books, records and other documents supporting or
6 underlying their accounting.

7 10. If J. Kovar and/or B. Kovar determine to assert their Fifth Amendment
8 privilege against compulsory self-incrimination and not provide the accountings
9 described above on the basis of this privilege, then J. Kovar and/or B. Kovar will
10 inform the Court and the SEC in writing of the assertion of this privilege by July 28,
11 2021.

12 **V. Mutual Limited Expedited Discovery**

13 11. The Parties agree that commencing with the time and date of the Order on this
14 Stipulation, in lieu of the time periods, notice provisions, and other requirements of
15 Rules 26, 30, 33, 34, 36, and 45 of the Federal Rules of Civil Procedure and the
16 corresponding Local Rules of this Court, discovery shall proceed as follows:

- 17 a. Pursuant to Rule 30(a) of the Federal Rules of Civil Procedure, the
18 Parties may take three (3) video depositions upon oral examination on
19 five business days' notice of any such deposition. Depositions may be
20 taken Monday through Friday. Depositions that have not been signed by
21 the witness may be used for purposes of the hearing on the SEC's
22 motion for a preliminary injunction and motion for a receiver;
- 23 b. Pursuant to Rule 45 and the applicable provisions in the Securities Act
24 and Exchange Act, each party may serve subpoenas for the production of
25 documents to third parties; and
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1 c. All discovery requests and responses may be served via email, facsimile,
2 or by hand on counsel for the parties.
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5 IT IS SO ORDERED:

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7 THE HONORABLE JENNIFER A. DORSEY
8 UNITED STATES DISTRICT JUDGE
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10 DATED: _____
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