

28 the settlement and/or this motion. More specifically:

BALLARD SPAHR LLP 1980 FESTIVAL PLAZA DRIVE, SUITE 900 LAS VEGAS, NEVADA 89135

980 FESTIVAL PLAZA DRIVE, SUITE 900 LAS VEGAS, NEVADA 89135 (702) 471-7000 FAX (702) 471-7070 BALLARD SPAHR LLP

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1 Ramona Uriarte is a former Profit Connect employee. During the course of the  $\mathbf{2}$ Receiver's investigation into Profit Connect's assets, the Receiver discovered that 3 Defendant Brent Kovar had caused Profit Connect to transfer approximately \$387,786.94 to Ms. Uriarte to facilitate her purchase of certain residential real 4 property located at 7138 Calvert Cliffs Street, North Las Vegas, Nevada 89084. It is  $\mathbf{5}$ the Receiver's understanding that, even though the transaction between Profit 6 7 Connect and Ms. Uriarte was not memorialized in writing, the parties intended for 8 Ms. Uriarte to repay the \$387,786.94 transferred to her.

9 The Receiver asked Ms. Uriarte to repay the \$387,786.94, as she admits she is obligated to do. Ms. Uriarte, however, does not have \$387,786.94 on hand. To enable 10the repayment, Ms. Uriarte intends to seek a mortgage by refinancing the property, 12but, due to underwriting rules and policies, cannot do so until she has lived in the 13property for at least one year, which will be in April 2022.

14 The provisional settlement agreement gives Ms. Uriarte the opportunity to 15seek the proposed refinancing, and at the same time protects the receivership estate 16on two fronts. First, the settlement requires Ms. Uriarte to make a total of \$8,000.00 17in interest payments in the amount of \$2,000.00 per month between February 28, 182022, and May 31, 2022, to account for her continued use of Profit Connect 19 funds. Second, in the event the refinancing is not approved and the \$387,768.94 not 20repaid by June 1, 2022, the settlement requires Ms. Uriarte to surrender the property 21to the receivership estate.<sup>1</sup> Ms. Urirate has executed a grant deed in anticipation of

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<sup>23</sup> <sup>1</sup> Article 2.3 of the provisional settlement agreement provides that "The Receiver may, in his sole discretion, extend any of the deadlines identified in this Agreement, 24including without limitation, the deadlines for the Interest Payments and the Deadline to Vacate. The Receiver may exercise his discretion reasonably or 25unreasonably and for any reason or no reason at all. The Receiver may also withhold any extension of the Deadline to Vacate unless and until Uriarte makes additional 26Interest Payments commensurate with any extension. Should the Receiver, in his sole discretion, extend any deadline, Uriarte agrees to cooperate in executing any documents to effect the extension." Pursuant to this provision, the Receiver may 27extend the Deadline to Vacate if Uriarte's refinancing efforts are adequately 28proceeding but have not closed by the Deadline to Vacate.

the non-payment contingency, which the receiver will hold in escrow until June 2,
 2022, at which time, he will either destroy the deed (because he received the
 \$387,768.94 payment by June 1) or he will record the deed (because he did not receive
 the \$387,768.94 payment by June 1).

In the receiver's view, the provisional settlement provides value to the receivership estate as it returns the \$387,768.94 transferred to Ms. Urirate with \$8,000.00 in interest. The provisional settlement also avoids litigation and the attendant costs of litigation and other transactional costs.<sup>2</sup> For these reasons, the receiver asks the court to approve the settlement agreement attached at Exhibit 1 and enter the proposed order attached as Exhibit 2.

Dated: March 16, 2022

BALLARD SPAHR LLP

By: <u>/s/Maria A. Gall</u> Maria A. Gall, Esq. Nevada Bar No. 14200 1980 Festival Plaza Drive, Suite 900 Las Vegas, Nevada 89135

-and-

Kyra E. Andrassy, Esq. (admitted pro hac vice) SMILEY WANG-EKVALL, LLP 3200 Park Center Drive, Suite 250 Costa Mesa, California 92626

Attorneys for Receiver

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<sup>&</sup>lt;sup>25</sup> Certain websites, such as Redfin and Zillow, featuring an online real-estate marketplace roughly estimate the resale value of the property at issue to be in the mid-\$400,000 range. The Receiver is aware of these estimates, but even presuming they are accurate, has taken into account that the costs of potential litigation and broker fees from any resale would outweigh the approximately \$395,786.94 in principal and interest the Receiver will obtain through the proposed refinancing and provisional settlement.

		Case 2:21-cv-01298-JAD-BNW Document 84 Filed 03/16/22 Page 4 of 4							
	1	CERTIFICATE OF SERVICE							
	2	On March 16, 2022, I served the foregoing RECEIVER'S MOTION TO							
<ul> <li>APPROVE PROVISIONAL SETTLEMENT WITH RAMONA URIARTE on p</li> <li>Securities and Exchange Commission by email through their counsel of reco</li> </ul>									
	6	listed below.							
	7	Plaintiff Securities and Exchange Commission:							
	8	Kathryn C. Wanner, Esq.							
	9	Teri M. Melson, Esq. Securities and Exchange Commission							
1	10	444 S. Flower Street, Suite 900 Los Angeles, California 90071 Tel: (323) 965-3998							
1	1	Fax: (213) 443-1904 wannerk@sec.gov							
1	12	melsont@sec.gov							
2 1 2 1	13	Pro Se Defendants Joy I. Kovar and Brent Carson Kovar:							
R) K	14	Joy Kovar 5 8545 W. Warm Springs Rd., Ste A-4-179 Las Vegas Nevada 89113							
1	15								
(/U2) 4	L6	/s/ Adam Crawford							
	L7	An Employee of BALLARD SPAHR LLP							
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BALLARD SPAHR LLP 1980 FESTIVAL PLAZA DRIVE, SUITE 900 LAS VEGAS, NEVADA 89135

## EXHIBIT 1

# EXHIBIT 1

## SETTLEMENT AGREEMENT

This Settlement Agreement dated as of February <u>3</u>, 2022 (the "Agreement") is made by and between Ramona Uriarte and Geoff Winkler, solely in his capacity as the Receiver (the "Receiver") for Profit Connect Wealth Services, Inc. and its subsidiaries and affiliates, including Profit Connect, a Nevada corporation ("Profit Connect") (the Receiver and Ramona Uriarte may individually be referred to as a "Party" and are together referred to as the "Parties"), pursuant to the following recitals:

## RECITALS

A. On July 8, 2021, the Securities and Exchange Commission ("SEC") commenced a civil enforcement lawsuit in the U.S. District Court, District of Nevada (the "Court") against Profit Connect, Joy I. Kovar, and Brent Carson Kovar. By order entered on July 23, 2021, the Receiver was appointed as the temporary receiver. On August 6, 2021, the Receiver was appointed as the permanent receiver.

B. Uriarte was an employee of Profit Connect. On April 9, 2021, she acquired title to real property located at 7138 Calvert Cliffs Street, North Las Vegas, Nevada 89084 (the "Property") with Profit Connect's funds. The grant deed was recorded on April 9, 2021, with the Clark County Recorder as Instrument Number 20210409-0002744.

C. The Receiver contends that the Property belongs to Profit Connect as proceeds of a fraudulent transfer, among other reasons, and is prepared to bring an action to unwind the transfer and/or quiet title to the Property in the name of Profit Connect.

D. In resolution of the Receiver's contentions and without making any admissions, the Parties enter into this Agreement.

NOW, THEREFORE, in consideration of the foregoing facts and the mutual covenants, conditions, promises and agreements contained herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

#### AGREEMENT

## ARTICLE I: APPROVAL ORDER AND BINDING EFFECT

1.1 <u>Binding Effect</u>. This Agreement shall become effective and binding only upon entry by the Court of an order authorizing the Receiver to enter into the Agreement (the "Approval Order").

1.2 <u>Court Approval</u>. Upon execution of this Agreement by the Parties, the Receiver will promptly file a motion to approve this Agreement with the Court. The Receiver shall use his best efforts to obtain the Court's approval of the motion and this Agreement and the Parties shall cooperate in this regard and in defending against any appeal of the Court's approval of the motion.

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1.3 <u>Termination of Agreement</u>. In the event that this Agreement is not approved by the Court, with the exception of Article I of this Agreement, this Agreement shall become null and void and of no force or effect.

## **ARTICLE II: TERMS OF THE SETTLEMENT**

2.1 <u>Settlement Payment and Interim Interest Payments.</u> By no later than June 1, 2022, Uriarte agrees to pay the Receiver \$387,786.94 (the "Settlement Payment"). In the meantime and in addition to the Settlement Payment, Uriarte agrees to pay the Receiver \$8,000, representing a portion of interest on the Profit Connect funds she has used, with such interest delivered in the following monthly installments by the following deadlines representing the last business day of each month (the "Interest Payments"):

February 28, 2022:	\$2,000
March 31, 2022:	\$2,000
April 29, 2022:	\$2,000
May 31, 2022:	\$2,000

Uriarte agrees that if she does not deliver an Interest Payment by the fifth (5th) day of the month following an above identified deadline (e.g., March 5, 2022, for the February 28, 2022 deadline), Uriarte will pay a 10% (\$200.00) late fee for each late Interest Payment. To be clear, the Receiver must <u>receive</u> the Interest Payment by the 5th day of the month following an above identified deadline in order for Uriarte to avoid the late fee.

The Settlement Payment and Interest Payments shall be sent by wire transfer or check. If the Settlement Payment or an Interest Payment is made by wire transfer, the funds should be sent to the following account with a confirmation receipt immediately sent to the Receiver and his counsel at <u>geoff@americanfiduciaryservices.com</u> and <u>gallm@ballardspahr.com</u>:

Account Name:	Profit Connect Receivership
Bank Name:	East West Bank
Bank Address:	135 N. Robles Ave., 6th Fl., Pasadena, CA 91101
ABA Number:	322070381
SWIFT:	EWBKUS66XXX
Account Number:	

If the Settlement Payment or an Interest Payment is made by check, the check should be made payable to "Geoff Winkler, as Receiver for Profit Connect" and shall be mailed by a tracked method to the Receiver as follows with confirmation of the mailing and tracking number immediately sent to the Receiver and his counsel at geoff@americanfiduciaryservices.com and gallm@ballardspahr.com:

Geoff Winkler, Receiver for Profit Connect American Fiduciary Services LLC 715 NW Hoyt Street #4364 Portland, Oregon 97208

2.2 <u>Contingent Conveyance of the Property.</u> Concurrent with the execution of this Agreement, Uriarte agrees to sign and have notarized the grant deed and declaration of value, which are both attached as Exhibit 1 to this Agreement. The grant deed shall be dated effective June 2, 2022, and shall convey title to the Property to Profit Connect, a Nevada corporation, so that it can be administered as part of the receivership estate. Uriarte shall immediately deliver that deed and declaration of value to the Receiver's counsel at Ballard Spahr LLP, who shall hold the deed and declaration in escrow until at least June 2, 2022. If the Settlement Payment is received in full by the Receiver on or before June 1, 2022, the Receiver shall destroy the grant deed and declaration and certify their destruction to Uriarte. If, however, the Settlement Payment is not received in full by the Receiver on or before June 1, 2022, the Property shall be conveyed to Profit Connect on June 2, 2022, and the Receiver shall have the right to remove the deed and declaration from escrow and record the deed at any time on or after June 2, 2022. Once the Receiver records the deed and declaration, Uriarte's obligation to pay the Settlement Payment shall become null and void.

2.2 <u>Contingent Deadline to Vacate</u>. If the Settlement Payment is not received in full by the Receiver on June 1, 2022, then Uriarte must vacate the Property and remove all personal property by June 2, 2022 ("the Deadline to Vacate"), leaving the Property in good, broom-swept condition. Any items of personal property remaining at the Property after the Deadline to Vacate will be disposed of by the Receiver in the exercise of his discretion. Pending the Deadline to Vacate and regardless of whether the Deadline to Vacate is triggered by Uriarte's failure to pay the Settlement Payment, Uriarte agrees to maintain the Property in good condition and to not cause damage or waste to the Property. Uriarte further agrees that pending the Deadline to Vacate and regardless of whether the Deadline to Vacate is triggered by Uriarte's failure to pay the Settlement Payment, she shall pay all homeowners' association dues and all utility charges associated with the Property. Should the Deadline to Vacate be triggered by Uriarte's failure to pay the Settlement Payment, Uriarte shall work with the Receiver to ensure that all utilities are placed in Profit Connect's name and that no utilities are disconnected or otherwise turned off.

2.3 <u>Extension of Deadlines.</u> The Receiver may, in his sole discretion, extend any of the deadlines identified in this Agreement, including without limitation, the deadlines for the Interest Payments and the Deadline to Vacate. The Receiver may exercise his discretion reasonably or unreasonably and for any reason or no reason at all. The Receiver may also withhold any extension of the Deadline to Vacate unless and until Uriarte makes additional Interest Payments commensurate with any extension. Should the Receiver, in his sole discretion, extend any deadline, Uriarte agrees to cooperate in executing any documents to effect the extension.

## **ARTICLE III: REPRESENTATIONS AND WARRANTIES**

3.1 <u>No Undisclosed Inducements</u>. Uriarte represents that she has entered into this Agreement in reliance on her own investigation and that no representations, warranties, or promises other than those set forth in this Agreement were made by the Receiver or any agent, employee, or counsel of the Receiver to induce her to enter into this Agreement. The Receiver

represents that he has entered into this Agreement in reliance on his own investigation and that, other than the provisions of Article II and Section 3.4 of this Agreement, no representations, warranties or promises were made by Uriarte or any agent, employee, or counsel for Uriarte to induce the Receiver to enter into this Agreement.

3.2 <u>Representation by Counsel</u>. Each Party represents that they have obtained or had the opportunity to obtain independent legal advice with respect to this Agreement, the subject matter of this Agreement, the facts referred to above, and any rights or asserted rights arising therefrom. The Parties acknowledge that they are executing this Agreement voluntarily, without any duress or undue influence.

3.3 <u>Authority to Execute Agreement</u>. The Parties warrant and represent that they are authorized to execute this Agreement on behalf of the respective parties and in their respective capacities as indicated below, provided however that the Receiver's execution of this Agreement is specifically subject to the approval of the Court as provided for herein.

3.4 <u>No Assignments</u>. Uriarte represents that she has not assigned any legal or equitable interest in the Property to anyone else and that she is the only owner of the Property.

## **ARTICLE IV: EVENTS OF DEFAULT**

4.1 <u>Default</u>. A default under this Agreement will occur upon the failure of either Party to cause any representation or warranty to be true in all material respects or the failure by either Party to perform any other act as required by this Agreement.

4.2 <u>Remedies</u>. If an event of default is not cured within seven (7) days of written notice of the default sent to counsel for the defaulting Party, then the non-defaulting Party shall have all rights and remedies under law or in equity.

## **ARTICLE V: GENERAL PROVISIONS**

5.1 Integration. This Agreement sets forth the entire agreement between the Parties with regard to the subject matter hereof and no change, modification, amendment, termination or discharge of this Agreement shall be binding unless made in writing and executed by each of the parties. All agreements, covenants, representations and warranties, express or implied, oral and written, of the parties with regard to the subject matter hereof, are contained in this Agreement and the documents referred to herein or implementing the provisions hereof. No other agreements, covenants, representations or warranties, express or implied, oral or written, have been made by any party to another party with respect to the subject matter of this Agreement. All prior and contemporaneous conversations, negotiations, possible and alleged agreements and representations, covenants and warranties with respect to the subject matter hereof are waived, merged herein, and superseded hereby and thereby.

5.2 <u>No Third Party Beneficiaries</u>. This Agreement is not for the benefit of any person who is not a party signatory to this Agreement or who is not specifically named as a beneficiary in this Agreement, and the provisions of this Agreement are not intended to affect the rights of any party or non-party against any person or entity who is not a party signatory to this Agreement or who is not specifically named as a beneficiary in this Agreement.

5.3 <u>Attorneys' Fees</u>. Each side shall bear its own attorney's fees and costs in connection with the preparation of this Agreement, the seeking of Court approval of the Agreement, and any default of the Agreement.

5.4 <u>Survival</u>. It is expressly understood and agreed by each of the Parties that nothing provided for in this Agreement is intended to nor does it release any claims arising out of breach of this Agreement, or any representations contained herein or made in connection herewith. All representations, warranties and covenants herein shall survive the execution of this Agreement.

5.5 <u>Further Documentation</u>. Following the date hereof, the parties must take such action and execute and deliver such further documents as may be reasonably necessary or appropriate to effectuate the intention of this Agreement.

5.6 <u>Governing Law</u>. This Agreement and the rights and obligations of the parties hereunder shall be construed, interpreted and enforced in accordance with the laws of the State of Nevada.

5.7 <u>Jurisdiction</u>. In the event a dispute arises under this Agreement, the Court shall have exclusive jurisdiction to interpret and enforce this Agreement.

5.8 <u>Interpretation</u>. This Agreement shall be treated as jointly drafted and will not be construed against any Party as drafter. Furthermore, in the event of any ambiguity in or dispute regarding the interpretation of this Agreement, the interpretation will not be resolved by any rule of interpretation providing for interpretation against the Party who causes the uncertainty to exist or against the draftsperson.

5.9 <u>Meaning of Pronouns and Effect of Headings</u>. As used in the Agreement and attached exhibits, the masculine, feminine and/or neuter gender, in the singular or plural, shall be deemed to include the others whenever the text so requires. The captions and paragraph headings in the Agreement are inserted solely for convenience or reference and shall not restrict, limit or otherwise affect the meaning of the Agreement.

5.10 <u>Counterparts and Electronic Signatures</u>. This Agreement may be executed in multiple counterpart copies, each of which shall be deemed an original, but all of which together shall constitute one agreement. A signature sent and received by facsimile or other electronic means shall constitute an original signature for purposes of this Agreement.

5.11 <u>Severability</u>. In the event that any covenant, condition or other provision contained in this Agreement is held to be invalid, void or illegal by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect, impair or invalidate any other covenant, condition or other provision contained herein, so long as such severance does not materially affect the consideration given or received herein or the general intent hereof. If such condition, covenant or other provision shall be deemed invalid due to its scope or breadth, such covenant, condition or other provision shall be deemed valid to the extent that the scope or breadth is permitted by law.

5.12 <u>Waiver</u>. No breach of any provision herein can be waived unless in writing. Waiver of any one breach of any provision hereof shall not be deemed to be a waiver of any other breach of the same or any other provision hereof. No failure or delay on the part of any Party to exercise any right hereunder, nor any other indulgence of such Party, shall operate as a waiver of any other rights hereunder, nor shall any single exercise by any Party of any right hereunder preclude any other or further exercise thereof. The rights and remedies herein provided are cumulative and not exclusive of any right or remedies provided by law.

5.13 <u>Notices</u>. Any notice by any Party to any other Party may be made by e-mail and delivered to the other Party at the address below until written notice of a different email address is given by the Party. Any payments to be made pursuant to this Agreement shall be deemed made only upon actual receipt.

The Receiver:	Geoff Winkler American Fiduciary Services 715 NW Hoyt Street #4364 Portland, OR 97208 geoff@americanfiduciaryservices.com
With a copy to the Receiver's Counsel:	Maria A. Gall, Esq. Ballard Spahr LLP 1980 Festival Plaza Drive, Suite 900 Las Vegas, Nevada 89135 gallm@ballardspahr.com
Ramona Uriarte:	Ramona Uriarte 7138 Calvert Cliffs Street North Las Vegas, NV 89084

WHEREFORE, the Parties hereto have executed this Agreement as of the date first above written.

DATED: Eebruary 3,2022

GEOFF WINKLER, solely in his capacity as receiver for Profit Connect, a Nevada corporation, Profit Connect Wealth Services, Inc., and its subsidiaries and affiliates

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DATED: February \_\_\_\_, 2022

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## EXHIBIT 1

## GRANT DEED

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## DECLARATION OF VALUE

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Assessor's Parcel Number(s): 124-21-117-011

**RECORDING REQUESTED BY, AND** WHEN RECORDED RETURN TO, AND MAIL TAX STATEMENTS TO: Profit Connect, a Nevada corporation c/o Geoff Winkler, the court-appointed receiver of Profit Connect American Fiduciary Services 715 NW Hovt St. #4364 Portland, OR 97208

#### **GRANT, BARGAIN AND SALE DEED**

RAMONA MAGDALENA URIARTE ("Grantor"), whose address is 7138 Calvert Cliffs Street, North Las Vegas, Nevada 89084, does hereby Grant, Bargain, Sell and Convey to PROFIT CONNECT, a Nevada corporation ("Grantee") whose address is c/o Geoff Winkler, the court appointed receiver of Profit Connect, American Fiduciary Services, 715 NW Hoyt St. #4364, Portland, OR 97208, the real property in the County of Clark, State of Nevada described on Exhibit A attached hereto and incorporated herein by this reference (the "Property"), together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or otherwise appertaining.

#### SUBJECT TO:

1. General taxes for the current fiscal tax year.

2. All covenants, conditions, restrictions, reservations, rights, rights-of-way and easements and all other matters of record recorded against the Property prior to this Grant, Bargain and Sale Deed.

Dated as of the 2nd day of June, 2022.

## **GRANTOR:**

<u>Ramona Uniarte</u> Ramona Uriarte Bv:

Name:

#### **ACKNOWLEDGMENT ON FOLLOWING PAGE**

#### ACKNOWLEDGMENT

STATE OF <u>Nevada</u>) COUNTY OF <u>Clack</u>)

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This instrument was acknowledged before me on the <u>28</u> day of <u>February</u>, 20<u>22</u>, by Ramona Magdalena Uriarte.

Notary Public My Commission Expires on: <u>Jne</u>, 22, 2025



## EXHIBIT A LEGAL DESCRIPTION

## LOT 111, AS SHOWN ON THE AMENDED FINAL MAP OF VILLAGES AT TULE SPRINGS VILLAGE 3 – PARCEL 3.04 – UNIT 3, IN BOOK 158 OF PLATS, PAGE 14, CLARK COUNTY RECORDS

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## STATE OF NEVADA DECLARATION OF VALUE

1. Assessor Parcel Num a. 124-21-117-01	ber(s)							
1								
с.								
d.								
2. Type of Property:								
a. Vacant Land	b. 🗸 Single Fam. Res.	FOR RECORD	ERS OPTIONAL USE ONLY					
c. Condo/Twnhse	d. 2-4 Plex		Page:					
e. Apt. Bldg	f. Comm'l/Ind'l		ng:					
g. Agricultural	h. Mobile Home	Notes:	ng					
Other	n. Moone Home	Notes:						
3.a. Total Value/Sales Pri	ce of Property	\$ 387786.94						
b. Deed in Lieu of Foree	closure Only (value of prope		)					
c. Transfer Tax Value:		\$ 387786.94						
d. Real Property Transfe	er TaxDue	\$ 0						
4. If Exemption Claime	<u>d:</u>							
a. Transfer Tax Exer	mption per NRS 375.090, Se	ection 11						
b. Explain Reason for Exemption: Transfer is made in compliance with a receivership								
	21-cv-01298-JAD-BNW (D.							
	entage being transferred:	%						
	and acknowledges, under p	enalty of periury, pu	rsuant to NRS 375 060					
and NRS 375.110, that th	information provided is c	orrect to the best of t	their information and belief,					
			information provided herein.					
Furthermore the narties a	gree that disallowance of an	v claimed exemption	on or other determination of					
additional tax due may re	sult in a penalty of 10% of	the tax dueplus inte	rest at 1% per month. Pursuant					
to NRS 375 030 the Buy	er and Seller shall be jointly	and severally light	e for any additional amount owed.					
	and Seller shall be jointly	and severally habit	for any additional amount owed.					
Signature KOM 07	a Unance	Capacity: Grant	or					
$\sim$	1/1/							
Signature	M/	Capacity: Grant	ee					
SELLER (GRANTOR)			NTEE) INFORMATION					
(REQUIR			EQUIRED)					
Print Name: Ramona Ma	0		fit Connect, a Nevada Corp					
Address:7138 Calvert C	liffs Street		W Hoyt St. #4364					
City: North Las Vegas		City: Portland						
State: NV	Zip: 89084	State:OR	Zip:97208					
COMDANV/DEDGON D	FOURSTING BECORD	NC (Decision)						
	REQUESTING RECORDI		ot seller or buyer)					
Print Name: Geoff Winkle Address: 715 NW Hoyt S		Escrow #	and a second					
City: Portland	1. #4004		7: 07208					
City: Fordand		State:OR	Zip: 97208					

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

Case 2:21-cv-01298-JAD-BNW Document 84-2 Filed 03/16/22 Page 1 of 2

## EXHIBIT 2

# **EXHIBIT 2**

1 UNITED STATES DISTRICT COURT 2 DISTRICT OF NEVADA				
3 SECURITIES AND EXCHANGE   Case No. 2:21-cv-01298-JAD-B	5 IN VV			
4 COMMISSION,				
Plaintiff,ORDER GRANTING MOTION5APPROVE PROVISIONAL				
6     SETTLEMENT WITH RAMONURIARTE	NA			
7 PROFIT CONNECT WEALTH 7 SERVICES, INC., JOY I. KOVAR, and 8RENT CARSON KOVAR,				
8 Defendants. 9				
9 10				
11				
12 The Court has reviewed the Receiver's motion to approve the p	provisional			
13 settlement between Profit Connect, on the one hand, and Ramona Uriar	settlement between Profit Connect, on the one hand, and Ramona Uriarte, on the			
other hand, and for good cause shown, hereby GRANTS the motion and orders that				
15 the settlement agreement attached as Exhibit 1 to the motion is approved.	the settlement agreement attached as Exhibit 1 to the motion is approved.			
16 IT IS SO ORDERED.	IT IS SO ORDERED.			
17				
18         Dated this day of, 2022.				
19				
20				
21 U.S. District Court Judge				
22				
23				
24 25				
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