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 10 **IN THE UNITED STATES DISTRICT COURT**  
 11 **FOR THE DISTRICT OF NEVADA**

12 CASE NO. 2:21-cv-01298-JAD-BNW

13 GEOFF WINKLER, as Receiver for PROFIT  
 14 CONNECT WEALTH SERVICES, INC.,

15 Plaintiff,

16 vs.

17 WILLIAM ROSHAK, individual and d/b/a  
 WILLIAM GEORGE PHOTOGRAPHY,  
 18 MELISSA ROSHAK, TETINA LUZHANSKA,  
 DOES 1-10 and ROES 1-10;

19 Defendants.

**JOINT STATUS REPORT AND  
 REQUEST FOR STAY PENDING  
 COMPLETION OF SETTLEMENT  
 TERMS**

20  
 21 Plaintiff GEOFF WINKLER, IN HIS CAPACITY AS THE RECEIVER FOR PROFIT  
 22 CONNECT WEALTH SERVICES, Inc., WILLIAM ROSHAK, individual and d/b/a WILLIAM  
 23 GEORGE PHOTOGRAPHY, MELISSA ROSHAK, TETINA LUZHANSKA, by and through their  
 24 respective counsel, submit this joint status report and request for a stay pending completion of  
 25 settlement terms.

26 As the Court is aware, on May 25, 2022 a settlement conference was held in this matter and  
 27 an agreement was reached by the parties to resolve the claims asserted herein. Since that time, the  
 28 parties have worked diligently to finalize a formal settlement agreement. However, due to the unique

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1 nature and terms off the Settlement Agreement, the parties have been unable to fulfill all obligations  
2 thereunder and as a result of the same the parties jointly seek a stay of this matter to allow sufficient  
3 time to effectuate the terms of the same and request that a status check be scheduled in 90 days.

4 At this juncture the following items have been completed in relation to the Settlement  
5 Agreement:

- 6 1. The terms of the Settlement Agreement were agreed on by the parties and counsel and the  
7 document was executed by Defendants on July 18, 2022. A true and correct copy of the  
8 Settlement Agreement is attached hereto as **Exhibit A**;
- 9 2. On July 29, 2002, pursuant to the terms of the Settlement Agreement, Mr. Roshak and Ms.  
10 Luzhanska provided notice of their method of payment of the Monetary Consideration (as  
11 defined in the Settlement Agreement) electing payment through option 1 in the Settlement  
12 Agreement, namely an administrative unwinding of approximately \$235,000.00 from Mr.  
13 Roshak’s NV PERS retirement account and a refinance of his current residence.  
14 Thereafter on August 29, 2022, a formal request was made to NV PERS for a partial refund  
15 to facilitate the Monetary Consideration component of the Settlement Agreement;
- 16 3. Plaintiff, as the Receiver for Profit Connect, sought Court approval of and the ability to  
17 sign the Settlement Agreement in the underlying receivership case (Case No. 21-cv-  
18 01298) (“Receivership Case”) on August 1, 2022, by and through the Receiver’s Fourth  
19 Status Report (ECF no. 106); and

20 A hearing was held in the Receivership Case on August 30, 2022, during which the Court  
21 represented the Fourth Status Report was approved and that a separate written order would issue  
22 relating to the same. (ECF 112).

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The following items remain to be completed to fully effectuate the terms of the Settlement

Agreement:

- 1. After receiving the written order from the Receivership Court relating to the Settlement Agreement, the Receiver intends to sign the same;
- 2. Mr. Roshak must receive approval from the NV PERS Board for the partial refund he requested to facilitate the terms of the Settlement Agreement. A date for the NV PERS Board to consider the request has not been set and is at the discretion of NV PERS; and
- 3. Upon receipt of full payment, the Receiver will file a notice of dismissal of this matter.

Because of these outstanding issues, the parties respectfully request a stay of the current proceeding to allow sufficient time to effectuate the same and request that a status check be scheduled with the Court in approximately 90 days. If the parties are able to resolve the issues outlined herein prior to the status hearing, dismissal paperwork will be filed forthwith.

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1 Based on the foregoing the parties respectfully request and an order to show cause not be  
2 issued as referenced in this Court’s September 1, 2022 Minute Order (ECF No. 36). As set forth  
3 herein, the parties continue to work to bring this matter to a conclusion and the delay in filing the  
4 dismissal documents is due to unforeseen circumstances and delays associated with facilitating the  
5 unique terms of the Settlement Agreement.

6 Dated this 8<sup>th</sup> day of September, 2022.

7 GREENBERG TRAUIG, LLP

8 */s/ Kara B. Hendricks*

9 By: \_\_\_\_\_

10 KARA B. HENDRICKS, ESQ.  
11 Nevada Bar No. 07743  
12 CHRISTIAN T. SPAULDING  
13 Nevada Bar No. 14277  
14 10845 Griffith Peak Drive, Suite 600  
15 Las Vegas, Nevada 89135  
16 *Attorneys for Plaintiff*

17 KNIGHT & RYAN

18 */s/ Robert A. Ryan*

19 By: \_\_\_\_\_  
20 ROBERT A. RYAN, ESQ.  
21 Nevada Bar No. 12084  
22 8880 W. Sunset Rd., Suite 130  
23 Las Vegas, Nevada 89148  
24 *Attorneys for Defendants William Roshak  
25 and Tetina Luzhanska*

26 HUTCHINSON & STEFFEN, PLLC

27 */s/ Stewart C. Fitts*

28 By: \_\_\_\_\_  
STEWART C. FITTS, ESQ.  
Nevada Bar No. 5635  
10080 Alta Drive, Suite 200  
Las Vegas, Nevada 89145  
*Attorneys for Defendant Melissa Roshak*

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Facsimile: (702) 792-9002

**CERTIFICATE OF SERVICE**

Pursuant to Fed. R. Civ. P. 5(b), I hereby certify that on the 7<sup>th</sup> day of September, a true and correct copy of the foregoing **JOINT STATUS REPORT AND REQUEST FOR STAY PENDING COMPLETION OF SETTLEMENT TERMS** was filed electronically via the Court’s CM/ECF system. Notice of filing will be served on all parties registered to this case by operation of the Court’s CM/ECF system, and parties may access this filing through the Court’s CM/ECF system.

/s/ Pamela January  
An employee of Greenberg Traurig, LLP

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**EXHIBIT LIST**

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Exhibit "A" Settlement Agreement

**GREENBERG TRAURIG, LLP**  
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**EXHIBIT “A”**  
**SETTLEMENT AGREEMENT**  
**Pages 1-8**

**UNITED STATES DISTRICT COURT**  
**CASE NO. . 2:21-cv-01298-JAD-BNW**

**EXHIBIT “A”**  
**SETTLEMENT AGREEMENT**  
**Page 1-8**

## SETTLEMENT AGREEMENT

This Agreement is made and entered into by and among Geoff Winkler, as the court-appointed receiver of Profit Connect Wealth Services, Inc. and any of its subsidiaries and affiliates (the “Receiver”), William Roshak, individually and d/b/a William George Photography, Tetiana Luzhanska, and Melissa Roshak. Each of the foregoing may be referred to herein as “Party” or collectively as the “Parties,” as the context may dictate.

### RECITALS

WHEREAS, there is a currently pending action in the U.S. District Court for the District of Nevada styled *Geoff Winkler, as Receiver for Profit Connect Wealth Services, Inc. v. William Roshak, individually and d/b/a William George Photography, et al.*, Case No. 2:21-cv-002000-JAD-BNW (the “Litigation”);

WHEREAS, the Receiver brought the Litigation against Defendants William Roshak and Tetiana Luzhanska to avoid certain transfers of monies made to and/or for the benefit of Mr. Roshak and Ms. Luzhanska, and whereas, Melissa Roshak was named effectively as a nominal party; and

WHEREAS, the parties seek to finally resolve the Litigation, as well as any and all related actions, claims, demands, or other entitlement to relief that may arise from the same facts that have or could have been asserted in the Litigation, except as provided for herein.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements contained herein, the Parties, intending to be legally bound hereby, agree as follows:

#### **1. Provisional Settlement.**

The Parties agree that upon full execution of this Agreement, the Receiver shall promptly seek approval for the Parties’ settlement from the U.S. District Court, District of Nevada, presiding over the related action styled *Securities and Exchange Commission v. Profit Connect Wealth Services, Inc.*, Case No. 2:21-cv-01298-JAD-BNW. This Agreement shall be contingent on obtaining court approval, but in no way shall the pendency of the approval motion constrain William Roshak and/or Tetiana Luzhanska from proceeding with the due diligence needed to elect a payment method for the settlement’s monetary consideration, as set forth below.

#### **2. Monetary Consideration By William Roshak and/or Tetiana Luzhanska to the Receiver.**

William Roshak and Tetiana Luzhanska, jointly and severally, agree to return \$470,000.00 to the Receiver (the “Monetary Consideration”).

William Roshak and Tetiana Luzhanska shall have until July 29, 2022, to elect the method of payment for the Monetary Consideration, which shall either be: (1) a



withdrawal of a portion of the \$381,263.47 William Roshak had deposited into his Public Employees' Retirement System of Nevada ("NVPERS") account for the purchase of five years of a service credit, plus a refinance of the real property located at 12404 Pine Bend Ave, Las Vegas, Nevada 89138 (the "Pine Bend Property") for the remainder ; (2) or, if it is determined that withdrawal of the monies from the NVPERS account and/or a refinance of the Pine Bend Property is not economically feasible in the sole discretion of Mr. Roshak and Ms. Luzhnaska, then a sale of the Pine Bend Property. Thereafter, so long as reasonable progress is made and shown, payment of the Monetary Consideration shall be when the withdrawal and refinance are completed or upon closing of the sale of the real property.

Melissa Roshak, who has a property interest in William Roshak's NVPERS account (including as adjudged by the Eighth Judicial District Court (Family Division), Clark County, Nevada), agrees that William Roshak may withdraw up to the \$381,263.47 referenced above from the NVPERS account to partially fund the Monetary Consideration should William Roshak elect to do so. Subject to the below reservation of rights, Melissa Roshak shall reasonably cooperate in executing any documents or providing any other permissions needed to effect any elected withdrawal from the NVPERS account.

- a. **Notice of Election By William Roshak and Tetiana Luzhanska.** William and Tetiana Luzhanska shall provide, on or before July 29, 2022, written notice ("Notice of Election") to the Receiver and Melissa Roshak of their elected method of payment for the Monetary Consideration. If the election includes a withdrawal from the NVPERS account, the Notice of Election shall include the paperwork provided by NVPERS regarding the tentative effect of the withdrawal in contributions upon Ms. Roshak. Ms. Roshak understand that these numbers are not to be relied upon until the administrative process and withdrawal is complete. Upon completion, William Roshak and Tetiana Luzhanska shall provide Ms. Roshak with the final information received from NVPERS concerning the impact of the withdrawal in contributions upon Ms. Roshak.

### **3. Mutual Releases and Reservation of Rights.**

- a. **By the Receiver:** The Receiver releases and discharges William Roshak, Tetiana Luzhanska, and Melissa Roshak, and all their respective heirs, successors, affiliates, assigns, representatives, agents and attorneys of the foregoing, from any and all claims that were or could have been asserted in the Litigation.
- b. **The Receiver's Exception to Release as to William Roshak and Tetiana Luzhanska.** Should the Receiver discover transfers of \$10,000 or more that were made to or for the benefit of William Roshak and/or Tetiana Luzhanska and that are not identified on the spreadsheet attached as Exhibit 1 to this Agreement, the Receiver may seek to recover such transfers from William Roshak and/or Tetiana Luzhanska, but not Melissa Roshak, whether through

litigation or otherwise. The releases and discharges by the Receiver do not release or discharge any defenses that the Receiver may have to any action brought under 11 U.S.C. § 547.

- c. **By William Roshak, Tetiana Luzhanska, and Melissa Roshak:** William Roshak, Tetiana Luzhanska, and Melissa Roshak release and discharge the Receiver, and all of his respective heirs, successors, affiliates, assigns, representatives, agents and attorneys of the foregoing, from any and all claims that were or could have been asserted in the Litigation, as well as any claims that any of William Roshak, Tetiana Luzhanska, and Melissa Roshak could otherwise assert against the receivership estate (e.g., recoupment of investment monies.)
  - d. The foregoing releases shall not affect a claim for breach of this Agreement by any Party.
  - e. **Reservation of Rights.** Melissa Roshak's agreement with respect to any elected withdrawal from the NVPERs account is limited in so far as her property interest and distribution rights from the account shall be reduced commensurate to the principal reduction of up to \$381,263.47. Melissa Roshak expressly reserves and does not waive any rights she may have for indemnification or other reimbursement from William Roshak arising out of any adverse consequence she may suffer as a result of any withdrawal including, *inter alia*, penalties, taxes, requests for reimbursement of monies received, or suspensions, that may accrue from said principal reduction. Furthermore, Melissa Roshak and William Roshak expressly reserve, and do not waive, any claims that he or she may bring in the family court action before the Eighth Judicial District Court in Clark County, Nevada, entitled *Melissa Roshak v. William Roshak*, Case No. D-17-563759-D, even if such claims could have been brought within this Litigation.
4. **Withdrawal and Cessation of Litigations.** Upon receipt of all signatures to this Agreement and payment of the Monetary Consideration, the Parties shall execute and file a stipulation and order dismissing the Litigation with prejudice with each Party to bear his or her own fee, costs, and expenses. In addition, the Receiver agrees to make the following representation in the stipulation: "Melissa Roshak was effectively named as a nominal party in this action to bind her to any judgment issued against William Roshak and no allegation of fraud or otherwise was made by the Receiver against Ms. Roshak."
  5. **No Purchase of Claims.** The Parties certify and agree that they have not and will not purchase any claims against any of the other Parties, unless compelled to do so by a court of law.
  6. **Cooperation.** The Parties agree to cooperate fully and to take all additional steps or actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.

7. **Representations and Warranties.** The Parties acknowledge, covenant and agree that as of the full execution of this Agreement (i) the Parties have not sold, assigned or transferred any part or portion of the Claims, (ii) they have not made a general assignment for the benefit of creditors, (iii) they have not filed any voluntary petition in bankruptcy (nor will do so for a period of 90 days subsequent to the date of payment of the Monetary Consideration), and (iv) they have not suffered the filing of an involuntary petition in bankruptcy. In addition, William Roshak and Tetiana Luzhanska represent and warrant that, to the best of their knowledge, they have not received, directly or indirectly, any transfers of \$10,000 or more that are not identified on Exhibit 1 to this Agreement.
8. **No Admission.** Each Party agrees that this Agreement is a compromise relating to the matters released herein and shall never be treated as an admission of liability of any Party for any purpose and that liability therefor is expressly denied by each of the Parties.
9. **Notices.** Any notice that is required under or in connection with this Agreement shall be given by certified U.S. Mail, return-receipt requested and by e-mail as follows:

**Geoff Winkler, as receiver**

Kara Hendricks, Esq.  
Greenberg Traurig, LLP  
10845 Griffith Peak Drive, Suite 600  
Las Vegas, Nevada 89135  
702-938-6856  
hendricksk@gtlaw.com

**William Roshak and Tetiana Luzhanska**

Robert A. Ryan, Esq.  
Knight & Ryan PLLC  
8880 W. Sunset Rd., Suite 130  
Las Vegas, Nevada 89148  
702-462-6083  
robert@knightryan.com

**Melissa Roshak**

Stewart Fitts, Esq.  
Hutchinson & Steffen, PLLC  
10080 West Alta Drive, Suite 200  
Las Vegas, Nevada 89145  
702-385-2500  
sfitts@hutchlegal.com

10. **Governing Law; Venue and Jurisdiction.** Each Party agrees that any action to enforce the terms of this Agreement or claims arising out of or related to this Agreement shall

be governed in all respects by the law of the State of Nevada and shall be litigated in the U.S. District Court for the District of Nevada, which court shall retain jurisdiction of this action, to include this settlement, until finally dismissed with prejudice.

- 11. Attorney Fees and Costs.** In any action to enforce the terms of this Agreement or claims arising out of or related to this Agreement, the unsuccessful party to such action, as determined by the presiding body in a final judgment or decree, shall pay the prevailing or successful party or parties all costs, expenses, and reasonable attorneys' fees incurred therein by such party or parties, including without limitation such costs, expenses, and fees on appeal.
- 12. Advice of Counsel.** Each Party agrees that he or she has had the full opportunity, after consultation with independent counsel, to evaluate and enter into this Agreement as a free and voluntary act with full knowledge of its contents and of the binding and conclusive nature thereof.
- 13. Entire Agreement.** This Agreement contains the entire agreement between the Parties with respect to its subject matter, to include all representations and warranties relied upon by the Parties in executing this Agreement, and its terms are contractual and not mere recitals.
- 14. Authority.** Each Party warrants and represents that the person or entity executing this Agreement, and the person executing this Agreement for and on behalf of each entity, is competent to execute this Agreement and has the requisite mental faculties, power, and authority to execute this Agreement.
- 15. All Parties as Drafters of This Agreement.** Each Party agrees that he or she has reviewed this Agreement and contributed to its drafting. Accordingly, no Party shall be construed as the drafter of this Agreement and, therefore, this Agreement shall not be construed against any Party as its drafter.
- 16. Binding Agreement.** This Agreement shall be binding upon, and inure to the benefit of, the Parties hereto, their executives, administrators, heirs, successors, assigns, officers, directors, principals, shareholders, members, partners, agents, attorneys, representatives, liquidators, trustees, receivers, and employees.
- 17. Severability.** If any clause or provision of this Agreement is determined to be illegal, invalid, or unenforceable under any present or future law by the final judgment of a court of competent jurisdiction, the remainder of this Agreement will not be affected thereby. It is the intention of the Parties that if any such provision is held to be illegal, invalid, or unenforceable, there will be added in lieu thereof a provision as similar in terms to such provision as is possible to be legal, valid, and enforceable.
- 18. Amendment; Waiver.** Neither this Agreement nor any of its provisions can be changed, waived, discharged, or terminated, except by an instrument in writing signed by the party against whom the enforcement of the change, waiver, discharge, or

termination is sought. No failure to exercise and no delay in exercising, any right, power, or privilege under this Agreement shall operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege hereunder preclude the exercise of any other right, power, or privilege. No waiver of any breach of any provision shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision, nor shall any waiver be implied from any course of dealing between or among the Parties. No extension of time for performance of any obligations or other acts hereunder or under any other agreement shall be deemed to be an extension of the time for performance of any other obligations or any other acts.

**19. Counterparts.** This Agreement may be executed in counterparts. Each counterpart shall be considered collectively as one entire document. Facsimile or pdf copies of signatures shall be sufficient to constitute the valid signatures of the Parties. Any Party delivering an executed counterpart of this Agreement by facsimile or pdf also shall deliver an original executed counterpart of this Agreement, but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement.

GEOFF WINKLER, AS RECEIVER

By: \_\_\_\_\_

Date: \_\_\_\_\_

WILLIAM ROSHAK, INDIVIDUALLY

By: WRll

Date: 07/18/22

WILLIAM GEORGE PHOTOGRAPHY

By: WRll

Its: Owner

Printed Name: William Roshak

Date: 07/18/22

TETIANA LUZHANSKA

By: Tetiana

Date: 07/18/22

MELISSA ROSHAK

By: \_\_\_\_\_

Date: \_\_\_\_\_

termination is sought. No failure to exercise and no delay in exercising, any right, power, or privilege under this Agreement shall operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege hereunder preclude the exercise of any other right, power, or privilege. No waiver of any breach of any provision shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision, nor shall any waiver be implied from any course of dealing between or among the Parties. No extension of time for performance of any obligations or other acts hereunder or under any other agreement shall be deemed to be an extension of the time for performance of any other obligations or any other acts.

**19. Counterparts.** This Agreement may be executed in counterparts. Each counterpart shall be considered collectively as one entire document. Facsimile or pdf copies of signatures shall be sufficient to constitute the valid signatures of the Parties. Any Party delivering an executed counterpart of this Agreement by facsimile or pdf also shall deliver an original executed counterpart of this Agreement, but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement.

GEOFF WINKLER, AS RECEIVER

WILLIAM ROSHAK, INDIVIDUALLY

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

WILLIAM GEORGE PHOTOGRAPHY

By: \_\_\_\_\_

Its: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

TETIANA LUZHANSKA

By: \_\_\_\_\_

Date: \_\_\_\_\_

MELISSA ROSHAK

By:  \_\_\_\_\_

Date: 7/18/22