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12 *Attorneys for Receiver*  
*Geoff Winkler of American Fiduciary Services*

13  
14 **UNITED STATES DISTRICT COURT**  
15 **DISTRICT OF NEVADA**

16 SECURITIES AND EXCHANGE  
17 COMMISSION,

18 Plaintiff,

19 v.

20 PROFIT CONNECT WEALTH SERVICES,  
INC., JOY I. KOVAR, and BRENT CARSON  
21 KOVAR,

22 Defendants.

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

**MOTION FOR ORDER IN AID OF  
RECEIVERSHIP AUTHORIZING  
RECEIVER TO EMPLOY SPECIAL  
LITIGATION COUNSEL TO  
PURSUE A POTENTIAL LEGAL  
MALPRACTICE CLAIM**

23  
24 In accordance with Local Rule 66-6 and this Court’s August 6, 2021, order (ECF No. 26)  
25 (the “Receiver Order”) appointing Geoff Winkler of American Fiduciary Services, LLC, as the  
26 permanent receiver of Profit Connect Wealth Services, Inc., and any subsidiaries and affiliates  
27 (together, “Profit Connect”), the Receiver moves this Court for an order authorizing him to retain  
28 and employ Selik Law Offices (“Selik”) as special litigation counsel to investigate and, if

1 appropriate, pursue claims on behalf of the Receiver against Profit Connect’s former legal  
2 counsel. The Receiver is informed that the Securities & Exchange Commission (“SEC”) has no  
3 objection to the relief sought in this Motion.

4 This Motion is based on the below memorandum of points and authorities, the  
5 declarations of Joel G. Selik and Geoff Winkler and the exhibits thereto, all papers on file, and  
6 any argument the Court may consider.

7 **MEMORANDUM OF POINTS AND AUTHORITIES**

8 **I. RELEVANT BACKGROUND AND PROCEDURAL HISTORY**

9 The Securities and Exchange Commission initiated this action against Profit Connect,  
10 Joy Kovar, and Brent Kovar on July 8, 2021, by the sealed, ex parte filing of a complaint and  
11 motion for temporary restraining order seeking, among other things, the freezing of defendants’  
12 assets and the appointment of a receiver over Profit Connect. The Court granted the ex parte  
13 temporary restraining order, in part, by allowing the asset freeze to proceed but set the motion  
14 for a hearing in order to provide defendants an opportunity to be heard on the temporary  
15 receivership request.

16 On July 23, 2021, the defendants stipulated to modify the temporary restraining order to  
17 appoint Geoff Winkler as temporary receiver. On August 6, 2021, following another stipulation  
18 of the parties, the Court converted the temporary restraining order to a preliminary injunction  
19 and appointed Mr. Winkler as the permanent receiver of Profit Connect. In its receivership order  
20 (ECF No. 26), the Court provided Mr. Winkler with “full power over all ... choses in action ...  
21 of Defendant Profit Connect ... such that the receiver is immediately, authorized, empowered  
22 and directed ... to choose, engage, and employ attorneys ... [and] to investigate and, where  
23 appropriate, to institute, pursue, and prosecute all claims and causes of action of whatever kind  
24 and nature that may now or hereafter exist as a result of the activities of present or past employees  
25 or agents of Defendants Profit Connect ....”

26 Pursuant to such direction and authority, the Receiver has conducted a preliminary  
27 investigation into the conduct of Profit Connect’s former attorney and reviewed Profit Connect’s  
28 electronic data as it pertains to legal advice requested and received and the Receiver believes

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1 that Profit Connects former counsel may be liable for damages caused to the Company. *See*,  
2 Declaration of Geoff Winkler, attached hereto as **Exhibit 1**.

3 The Receiver's current counsel is conflicted from pursuing potential legal malpractice  
4 claims and the Receiver believes it prudent that any such matter be handled under a contingency  
5 fee agreement. *Id.* To that end, the Receiver has identified Joel G. Selik who has experience  
6 and expertise handling similar matters and who has agreed, subject to court approval, to  
7 investigate and pursue claims against Profit Connect's former counsel on a contingency fee basis.  
8 *Id.* Mr. Selik is certified as a California and Nevada Legal Malpractice Specialist and has been  
9 practicing law for 38 years. *See*, Declaration of Joel G. Selik attached hereto as **Exhibit 2**.  
10 Mr. Selik has been practicing law in Nevada and California since 1985 and has significant  
11 experience in the legal malpractice area and aims to hold fellow legal professional accountable,  
12 particularly when they exhibit fraudulent or negligent behavior. *Id.* Mr. Selik will be lead  
13 counsel on this matter and his biography is attached as **Exhibit A**, to his Declaration (Exh. 2).

14 **II. TERMS OF THE PROPOSED EMPLOYMENT**

15 Mr. Selik is willing to investigate and pursue the potential claims against Profit Connect's  
16 former counsel on a contingency fee basis. *Id.* For this matter, Mr. Selik has agreed to take the  
17 case on a 1/3 contingency fee of the gross amount collected. *Id.* Ex. 2 and **Exhibit B**, thereto.  
18 The contingent attorney's fees will be calculated on the gross recovery prior to deduction for  
19 reimbursements, bills, costs, liens, fees, and expenses. *Id.* The Receiver has agreed to pay all  
20 reasonable costs incurred in this matter and Mr. Selik will seek pre-approval of any costs in  
21 excess of \$1,000. *See*, Ex. 2, B. The Receiver intends to pay Mr. Selik a \$2,500 deposit for  
22 costs after approval of Mr. Selik's retention by the Court.<sup>1</sup> *Id.*

23 If Mr. Selik obtains a recovery based on the Receiver's claims through settlement, final  
24 judgment, or otherwise, then the Receiver proposes, subject to Court approval of the settlement,  
25 agrees to pay Selik one-third (1/3) of the gross proceeds actually recovered on behalf of the  
26 Receiver. Prior to discussions with Mr. Selik, the Receiver spoke with other attorneys that

27 \_\_\_\_\_  
28 <sup>1</sup> Selik will not charge for in-office copying, non-international calls or faxes, ordinary travel expenses  
to and from Court in which this matter is filed, or standard postage.

1 handle legal malpractice claims and understands the potential difficulty and risk with pursuing  
 2 the same. *See*, Exh. 1. Additionally, given the relatively small nature of the Nevada bar, the  
 3 Receiver spoke with several law firm’s that were unwilling to pursue an attorney and/or firm  
 4 they may interact with on an ongoing basis in the Las Vegas legal community. *Id.* Given the  
 5 circumstances, the Receiver believes the proposed rate structure is reasonable. *Id.* A copy of  
 6 the proposed engagement letter<sup>2</sup> with the specific terms is attached to the Declaration of  
 7 Mr. Selik (Ex. 2) as **Exhibit B**.

### 8 **III. LEGAL ARGUMENT**

9 “The power of a district court to impose a receivership . . . derives from the inherent power  
 10 of a court of equity to fashion effective relief.”<sup>3</sup> “The primary purpose of equity receiverships  
 11 is to promote orderly and efficient administration of the Receivership Estate by the district court  
 12 for the benefit of creditors.”<sup>4</sup> “[T]he practice in administering an estate by a receiver . . . must  
 13 accord with the historical practice in federal courts or with a local rule.”<sup>5</sup>

14 As the Ninth Circuit explained:

15 A district court’s power to supervise an equity receivership and to  
 16 determine the appropriate action to be taken in the administration of the  
 17 receivership is extremely broad. The district court has broad powers  
 18 and wide discretion to determine the appropriate relief in an equity  
 19 receivership. The basis for this broad deference to the district court’s  
 20 supervisory role in equity receiverships arises out of the fact that most  
 21 receiverships involve multiple parties and complex transactions.<sup>6</sup>

22 <sup>2</sup> The name of Profit Connect’s former counsel is redacted in the proposed engagement letter and can be  
 23 provided to the Court upon request. However, given the potential nature of the claims that may be  
 24 asserted and the small Nevada bar, the Receiver believes redacting the name from public filings is  
 25 appropriate at this time.

26 <sup>3</sup> *SEC v. Wencke*, 622 F.2d 1363, 1369 (9th Cir. 1980).

27 <sup>4</sup> *SEC v. Hardy*, 803 F.2d 1034, 1038 (9th Cir. 1986).

28 <sup>5</sup> Fed. R. Civ. P. 66.

<sup>6</sup> *SEC v. Capital Consultants, LLC*, 397 F.3d 733, 738 (9th Cir. 2005) (citations omitted); *see also CFTC v. Topworth Int’l, Ltd.*, 205 F.3d 1107, 1115 (9th Cir. 1999) (“This court affords ‘broad deference’ to the court’s supervisory role, and ‘we generally uphold reasonable procedures instituted by the district court that serve th[e] purpose of orderly and efficient administration of the receivership for the benefit of creditors.’”).

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1 Based on this framework, the Ninth Circuit will “generally uphold reasonable  
2 procedures instituted by the district court that serve this purpose.”<sup>7</sup> Under this authority, the  
3 Court has the inherent authority to permit the Receiver to employ counsel, and the Receivership  
4 Order entered in this case supports that.

5 In accordance with his reasonable business judgment and authority under the  
6 Receivership Order, the Receiver has determined that the assistance of Selik to investigate and, if  
7 appropriate, to prepare and file a lawsuit against Profit Connect’s former counsel is necessary to  
8 attempt to recover losses and damages based on the attorney’s wrongful conduct. *See*,  
9 Ex. 1. The Receiver’s preliminary investigation has yielded facts that may support a claim  
10 against former counsel for negligence, aiding and bedding potential fraud, and malpractice. Selik  
11 is willing to conduct a further investigation into former counsel’s conduct to and if deemed  
12 appropriate, to file a complaint against Profit Connect’s former counsel. *See*, Ex. 2. The  
13 receivership estate will benefit from Selik’s investigation and litigation given that Selik will  
14 provide these services on a contingency fee basis and the costs that are likely to be incurred  
15 initially are nominal. Given that he is tasked with maximizing the size of the receivership estate  
16 for the benefit of the defrauded investors, the Receiver believes that Mr. Selik’s retention and  
17 potential pursuit of litigation is a proper exercise of his business judgment that this Court can  
18 approve.

19 **IV. CONCLUSION**

20 Based on the foregoing, the Receiver requests entry of an order in the form attached  
21 as **Exhibit 3** granting the Motion in its entirety and:

22 (1) Authorizing the Receiver to employ Selik to investigate and prosecute claims  
23 against Profit Connect’s former counsel on behalf of the receivership estate; and

24 (2) Approving the terms of Selik’s engagement as set forth in Exhibit “C” to the  
25 Declaration of Joel G. Selik; and

26 ///

27  
28 <sup>7</sup> *See Hardy*, 803 F.2d at 1038.

1 (3) Granting such other and further relief as the Court deems just and appropriate.

2 DATED this 26th day of October, 2023.

3 GREENBERG TRAUIG, LLP

4 By: */s/ Kara B. Hendricks*

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**CERTIFICATE OF SERVICE**

I hereby certify that, on the **26th day of October, 2023**, a true and correct copy of the foregoing was filed electronically via the Court’s CM//ECF system. Notice of filing will be served on all parties by operation of the Court’s CM/ECF system, and parties may access this filing through the Court’s CM/ECF system.

/s/ Evelyn Escobar-Gaddi  
An employee of GREENBERG TRAUIG, LLP

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INDEX OF EXHIBITS	
EXH	DESCRIPTION
1	Declaration of Geoff Winkler
2	Declaration of Joel G. Selik
	Exhibit A      Joel G. Selik Curriculum Vitae
	Exhibit B      Joel G. Selik Fee Agreement
3	Proposed Order

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# EXHIBIT 1

# EXHIBIT 1

Declaration of Geoff Winkler

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11 *Attorneys for Receiver,*  
*Geoff Winkler of American Fiduciary Services*

12  
13 **UNITED STATES DISTRICT COURT**  
14 **DISTRICT OF NEVADA**

15 SECURITIES AND EXCHANGE  
16 COMMISSION,  
  
17 Plaintiff,  
  
18 v.  
19 PROFIT CONNECT WEALTH SERVICES,  
INC., JOY I. KOVAR, and BRENT CARSON  
20 KOVAR,  
  
21 Defendants.

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

**DECLARATION OF GEOFF  
WINKLER IN SUPPORT OF  
MOTION FOR ORDER IN AID OF  
RECEIVERSHIP AUTHORIZING  
RECEIVER TO EMPLOY SPECIAL  
LITIGATION COUNSEL TO  
PURSUE A POTENTIAL LEGAL  
MALPRACTICE CLAIM**

22  
23 I Geoff Winkler, declare as follows:

24 1. I am an individual over the age of 21 and am a founding member and the Chief  
25 Executive Officer of American Fiduciary Services LLC, which is based on Portland, Oregon and  
26 was appointed by the Court as Receiver in the above captioned matter.

27 ///

28 ///

1           2.     I submit this declaration based on my own personal knowledge of the facts stated in  
2 this declaration and, if called to testify, would competently testify with respect to the matters in  
3 this declaration. I make this declaration in support of the Motion for Order in Aid of Receivership  
4 Authorizing the Receiver to Employ Special Litigation Counsel to Pursue a Potential Legal  
5 Malpractice Claim.

6           3.     Pursuant to the Receivership Order (ECF No. 26), I have conducted a preliminary  
7 investigation into the conduct of Profit Connect’s former attorney and reviewed Profit Connect’s  
8 electronic data as it pertains to legal advice requested and received and believe that Profit  
9 Connect’s former counsel may be liable for damages caused to the company.

10          4.     My current counsel is conflicted from pursuing potential legal malpractice claims  
11 and I believe it prudent that any such matter be handled under a contingency fee agreement and  
12 have identified Joel Selik who has experience and expertise handling similar matters and has  
13 agreed to assist the Receiver in this regard on a contingency fee basis.

14          5.     Based on my business judgment, I believe that the assistance of Mr. Selik to  
15 investigate and, if appropriate, to prepare and file a lawsuit against Profit Connect’s former counsel  
16 is in the best interest of the receivership estate.

17          6.     The receivership estate will benefit from Selik’s investigation and litigation given  
18 that Selik will provide these services on a contingency fee basis and the costs that are likely to be  
19 incurred initially are nominal.

20          7.     If Mr. Selik obtains a recovery based through settlement, final judgment, or  
21 otherwise, then the proposed engagement provides that subject to Court approval of the settlement,  
22 the Receiver will pay Selik up to 1/3 of the gross proceeds actually recovered.

23          8.     Prior to discussions with Mr. Selik, my team has spoken with other attorneys that  
24 handle legal malpractice claims and I understands the potential difficulty and risk with pursuing  
25 the same.

26 ///

27 ///

28 ///



# EXHIBIT 2

# EXHIBIT 2

Declaration of Joel G. Selik

1 KARA HENDRICKS, ESQ.  
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2 KYLE A. EWING,  
Nevada Bar No. 014051  
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11 *Attorneys for Receiver*  
12 *Geoff Winkler of American Fiduciary Services*

13 **UNITED STATES DISTRICT COURT**  
14 **DISTRICT OF NEVADA**

15 SECURITIES AND EXCHANGE  
16 COMMISSION,

17 Plaintiff,

18 v.

19 PROFIT CONNECT WEALTH SERVICES,  
20 INC., JOY I. KOVAR, and BRENT CARSON  
21 KOVAR,

22 Defendants.

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

**DECLARATION OF JOEL G.  
SELIK IN SUPPORT OF MOTION  
FOR ORDER IN AID OF  
RECEIVERSHIP AUTHORIZING  
RECEIVER TO EMPLOY  
SPECIAL LITIGATION COUNSEL  
TO PURSUE A POTENTIAL  
LEGAL MALPRACTICE CLAIM**

23 I Joel G. Selik, declare as follows:

- 24 1. I am an individual over the age of 21 and I submit this declaration based on personal  
25 knowledge of the facts stated in this declaration and, if called to testify, would  
26 competently testify with respect to the matters in this declaration.
- 27 2. I am a licensed attorney in the states of Nevada and California and have practiced  
28 law since 1985. I make this declaration in support of the Motion for Order in Aide

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of Receivership Authorizing the Receiver to Employ Special Litigation Counsel to Pursue a Potential Legal Malpractice Claim.

3. My Nevada Bar number is 402.

4. I am a Malpractice Certified Specialist in California and Nevada and have significant experience in the legal malpractice area. I primarily represent Plaintiffs in holding their attorneys accountable for their negligent and fraudulent actions. I am also regularly retained as an Expert Witness in legal malpractice cases. I am an attorney-fee dispute arbitrator and mediator for the State Bar of Nevada and am a member of the Standing Committee on Ethics and Professional Responsibility. A true and correct copy of my curriculum vitae is attached hereto as **Exhibit A**.

5. I have agreed to represent the Receiver in this matter on a contingency fee, plus cost, basis as further set forth the proposed engagement letter attached hereto as **Exhibit B**.

6. My role in this matter will be to investigate and, if appropriate, to prepare and file a lawsuit against Profit Connect’s former counsel for damages to Profit connect based on the attorney’s wrongful conduct.

7. I have reviewed the list of interested parties and do not have any conflicts in representing Mr. Winkler.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on October 14, 2023.

/s/Joel G. Selik  
Joel G. Selik

# **EXHIBIT A**

# **EXHIBIT A**

Joel G. Selik Curriculum Vitae



**JOEL G. SELIK**  
**Attorney at Law**

**MEMBER OF THE CALIFORNIA BAR (2-8-85) AND NEVADA BAR (9-30-85)**  
**Lawyer Malpractice, Ethics, & Professional Responsibility**  
**Medical Malpractice, Debt & Judgment Collection, Litigation**

Licensed to Practice before State and Federal Courts of Nevada & California  
California United States Tax Court, 9th Circuit Court of Appeals, 4<sup>th</sup> District Court of Appeal

**Certified Specialist Legal Malpractice State Bar of Nevada**  
**Certified Specialist Legal Malpractice by the State Bar of California Board of Legal Specialization**  
**State Bar of Nevada Standing Committee on Ethics and Professional Responsibility Member**

<b>SELIK LAW Offices</b>	<b>San Diego and Las Vegas</b> Accepting Select Legal Malpractice, Litigation and Collection Cases, Expert Witness, Ethics & Professional Responsibility Consultation. Throughout California and Nevada
<b>FORMERLY AFFILIATED</b>	Beckley, Singleton, DeLanoy, Jemison & List, Sheldon Deutsch, R. Steven Young
<b>HISTORY</b>	Born Detroit, Michigan, May 10, 1958. Southfield High 1976 Michigan State University B.A. and B.S., 1981; GGU, J.D. 1984 University of San Diego School of Law, LLM 1989
<b>HIGHLIGHTS</b>	<b>2022 Pro Bono Champions of Justice Center Partnership Award</b> <b>2018 Nevada Pro Bono Attorney of the Year</b> Appeared before the 9th Circuit Court of Appeals, Nevada Dairy Commission, CA Fourth District Court of Appeals and the Nevada Supreme Court

**COMMUNITY SERVICE AND PUBLIC SPEAKING**

California Superior Courts  
Judge Pro-Tem and Mediator, Civil, Traffic, Small Claims  
State Bar of Nevada  
Fee Dispute Committee, Mediator and Arbitrator  
Standing Committee on Ethics and Professional Responsibility  
National Association of Security Dealers  
Arbitrator (past)  
Riverside County Bar Association  
Fee Dispute/Client Relations Committee, Attorney Fee Arbitrator  
San Diego County Bar Association  
Fee Dispute/Client Relations Committee, Attorney Fee Mediator and Arbitrator  
State Bar of California  
Special Master (past)  
Continuing Legal Education Speaker and Author on  
Legal Malpractice, Ethics and Litigation  
Consumer Attorneys of San Diego  
Trial Bar News Ethics Column Editor

# **EXHIBIT B**

# **EXHIBIT B**

Joel G. Selik Fee Agreement

Attorney-Client Contingent Attorney Fees Plus Costs Agreement

1. Receiver Geoff Winkler, American Fiduciary Services, [herein referred to as "Client"] retain Joel G. Selik, Selik Law Offices, "Attorney." to represent Client regarding investigation and potential lawsuit for the torts of Nevada attorney [REDACTED], and, potentially others, but no other matters. The person signing for Client represents that he/they are the authorized agent for Client and have full authority to enter into this agreement.
2. Client understands that this fee agreement must be approved by the court in which the receivership was created. Client shall obtain this approval of this fee agreement and approval to compromise/settle the amount due the Client for any amount Client determines. Selik will not sign this agreement or take on this case unless or until this Court order is obtained. This Contract will not take effect, and Attorney will have no obligation to provide legal services, until Client returns a signed copy of this Contract, the initial costs deposit is made, and Attorney signs the agreement. Jurisdiction and venue on this agreement, and all matters related thereto, is exclusively in Clark County, Las Vegas, Nevada, and is entered into therein.
3. Conflicts of Interest.
  - a. There are several potential conflicts of interest on this matter. This paragraph is to advise Client of those conflicts and for him/them to agree to representation notwithstanding these conflicts, and to waive any conflict.
  - b. It is recommended that Client have this fee agreement reviewed by an attorney of their own choosing and independent of Selik. This attorney should review this entire agreement and not just the conflicts of interest section.
  - c. There could be conflicts between Client and with or by the client of [REDACTED] and or the investors.
  - d. After the deduction of Attorney's fees and costs Attorney shall distribute the remainder to Client unless there is a Court Order providing otherwise
  - e. If there becomes any dispute, Client understands that Selik may not be involved in such dispute.
  - f. Client irrevocably instructs Attorney that if Attorney is in receipt of any funds for which Client has any dispute, other than with Attorney, Attorney is to hold the disputed funds in his attorney-client trust account until the dispute is resolved, for example, by agreement, court order, or judgment.
4. Legal Fees. Legal fees shall be on a contingent attorney fee (1/3) plus costs basis.

///

Contingent Attorney Fee: Attorney's fee is 1/3 of anything collected (the gross amount collected). Collected includes any amount received, obtained, reduced, saved, paid or benefit received on or related to the matters of this contract, wherever, whenever or by whoever such payment is made and the value of any non-monetary benefit. **The contingent Attorney's Fee will be calculated on the gross recovery prior to deduction for reimbursements, bills, costs, liens, fees, and expenses. Client is liable for expenses regardless of outcome of the case. Client shall advance all reasonable costs and reimburse any costs advanced by Attorney.** Any court or arbitrator award of attorney fees and costs shall belong to Client, less the Attorney's Fee thereon, except for sanctions, which shall belong to client. Client shall cooperate if Attorney chooses to be paid his attorney fees by way of a structure. Prior to disbursing the amounts to Client all costs paid by Selik be reimbursed and then the disbursed to Client.

Required Nevada Disclosures: **In the event of a loss, the client may be liable for the opposing party's attorney fees and will be liable for the opposing party's costs as required by law. A suit brought solely to harass or to coerce a settlement may result in liability for malicious prosecution or abuse of process.**

- /
5. DUTIES. Attorney shall provide those legal services reasonably required to represent Client on the matter indicated and shall take reasonable steps to keep Client informed of progress and to respond to Client's inquiries. Client will communicate with Attorney by email or as Attorney otherwise requests. Client are required to answer Attorney's questions, in writing, or as Attorney requests; to provide a narrative explaining the full case; email shall be checked daily during the pendency of this matter Client shall promptly respond to attorney's emails and return telephone calls from attorney and shall be truthful with Attorney, cooperate with Attorney, keep Attorney informed of developments, abide by this Contract, pay costs on-time, and keep Attorney advised of Client's address, telephone numbers and whereabouts. Attorney may hire/associate in another attorney of his choosing; this other attorney shall be paid out of Attorney's portion and shall not increase the fees to Client-Client shall cooperate with this Association.
  6. Attorney does not represent Client on any matter not specifically indicated or on/in bankruptcy court, post-trial motions, or any appeal, unless otherwise agreed in writing, though attorney may do so at Attorney's option. Client understands that attorney is not an expert in bankruptcy, SEC law, federal law, or receiverships and will not hold attorney to those areas' attorney standards. Attorney uses the methods and timing Attorney determines. Client should provide any information or suggestions as to litigation tactics and manner of handling case, but Attorney shall choose the methods and timing without approval or consultation with client. Selik Law Offices is small office and Selik is a sole practitioner. Due to this, and other factors, there may be delays in responding or in taking action on the case. Many times legal work is done at the last minute and Client may be required to review and sign documents on a rush basis.
  7. Costs And Expenses: Client shall deposit with Attorney a deposit of \$2,500.00 for costs and expenses which will be kept, nonsegregated, in Attorney's Client Trust Account in either California or Nevada, at attorney's option. Additional cost deposits or reimbursement for costs advanced shall be payable on request. These funds will be refunded to whoever deposits such costs, in full, to the extent not used.

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Attorney does not charge for normal in-office copying, non-international calls or faxes, ordinary travel expenses to and from Court in which this matter is filed, or standard postage. In addition to paying legal fees, Client shall pay for all costs incurred and such costs shall be paid in advance on attorney's request. Client shall reimburse Attorney for all costs and expenses incurred by Attorney, including, but not limited to fees by law or assessed, jury fees, court reporter fees, expert fees, expert costs, messenger and other delivery fees, faxes on a per page basis, postage, telephonic appearance fees, external copying, parking, runner's expenses (including Attorney's staff), investigation expenses including costs, consultant's fees and other items, client is responsible for costs regardless of outcome.

8. This is a contingent fee plus costs, only, agreement, and no hourly fees are applicable. Therefore, these hourly rates do not apply to this case. Selik's standard hourly rate is Attorneys: \$695.00 per hour. If payments or collections made are \$5000.00 or less, Attorney will disburse the funds approximately each quarter. Attorney has not and will not give any tax advice.
9. DISCHARGE AND WITHDRAWAL. If litigation is in process and client wishes to discharge attorney, client shall sign a substitution of attorneys prior to discharge. Attorney shall have a lien against any recovery for any unpaid fees, contingent fee, and costs and is authorized to file such lien with the court and serve the parties. Attorney may withdraw at any time. Attorney will withdraw on Client's breach of this contract, Client's refusal to cooperate with Attorney or to follow Attorney's advice on a material matter or any other fact or circumstance that would render Attorney's continuing representation difficult, unlawful, or unethical. Client understands that if deposits are not made, attorney may withdraw from the case. Client agrees to sign a substitution of attorneys on request by Attorney and understands if client refuses to sign the substitution of attorney's form, attorney may file a motion to withdraw, informing the court and the opposing side for the reason of withdrawal. Client consents to all service or process by Attorney, including any motion to withdraw and any notices to be done by e-mail or US Mail.
10. Conclusion Of Services. When Attorney's services conclude, all unpaid charges/costs shall become immediately due and payable. After Attorney's services conclude, Attorney will, upon Client's request, deliver Client's file to Client, in digital format only, along with any Client funds or property in Attorney's possession. Note, no original files are kept by Attorney, everything is scanned and held digitally, and originals destroyed. Client shall provide attorney all data via electronic format. Attorney communicates with client via e-mail and files are kept by cloud services and client consents to the use thereof.
11. Disclaimer Of Guarantee. Nothing in this Contract and nothing in Attorney's statements to Client will be construed as a promise or guarantee about the outcome of Client's matter or as the amount of costs or as to the speed of any action take, the time it will take to collect or do the work on this case, or that the debtor(s) is/are collectible, or that debtor may dispose of assets by the time collection action is taken. Attorney does not represent Client on any fraudulent conveyance, or anything related thereto. Anything not in the agreement is not part of this agreement. Client understands that cases take time, often years, that the case may not proceed immediately or swiftly, that there may be actions necessary that are not begun immediately.

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12. Arbitration Of Any Disputes Arising From This Agreement-Waiver Of Right To Jury. Any party may compel binding arbitration by demand thereof for any disputes arising out of this agreement and the relationship established thereby subject to Client's rights as to fee disputes under Nevada Law. To any extent not controlled by statute, binding arbitration shall be required. Client shall submit any dispute to mediation through JAMS, at Client's expense, prior to filing any lawsuit or initiating arbitration.
13. Note on collections of judgments. This applies to any judgment obtained in this case. How collection is done and how long it takes varies depending on the information we have and can discover, the type of income and assets of debtor and decisions made by Attorney. It can, and often does, take a long time to collect a judgment, often years. Judgments are valid for ten years in California State Court and six years for Nevada State Court Judgments; Client is required to renew the judgment prior to the time the judgment expires. If attorney renews the judgment, Attorney will provide client copies of the renewed judgment upon renewal, but attorney is not obligated to renew the judgment, that obligation remains with the client.
14. Client understands and agrees that Client's cooperation, participation, and involvement is required.

DATED: \_\_\_\_\_ 2023

ATTORNEY

\_\_\_\_\_  
CLIENT

\_\_\_\_\_  
Joel G. Selik

# EXHIBIT 3

# EXHIBIT 3

Proposed Order

1 KARA HENDRICKS, ESQ.  
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Nevada Bar No. 014051  
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6 KYRA E. ANDRASSY, ESQ.  
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9 Telephone: (714) 445-1000  
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10 [kandrassy@swelawfirm.com](mailto:kandrassy@swelawfirm.com)

11 *Attorneys for Receiver,*  
*Geoff Winkler of American Fiduciary Services*  
12

13 **UNITED STATES DISTRICT COURT**  
14 **DISTRICT OF NEVADA**

15 SECURITIES AND EXCHANGE  
16 COMMISSION,  
  
17 Plaintiff,  
  
18 v.  
19 PROFIT CONNECT WEALTH SERVICES,  
INC., JOY I. KOVAR, and BRENT CARSON  
20 KOVAR,  
  
21 Defendants.

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

**ORDER GRANTING MOTION FOR  
ORDER IN AID OF  
RECEIVERSHIP AUTHORIZING  
RECEIVER TO EMPLOY SPECIAL  
LITIGATION COUNSEL TO  
PURSUE A POTENTIAL LEGAL  
MALPRACTICE CLAIM**

22  
23 The Court having reviewed and considered the pleadings and papers on file and any  
24 argument on the MOTION FOR ORDER IN AID OF RECEIVERSHIP AUTHORIZING  
25 RECEIVER TO EMPLOY SPECIAL LITIGATION COUNSEL TO PURSUE A POTENTIAL  
26 LEGAL MALPRACTICE CLAIM (“Motion”) and there being no opposition to the Motion and  
27 good cause appearing,

28 ///

GREENBERG TRAUERIG, LLP  
10845 GRIFFITH PEAK DRIVE SUITE 600, LAS VEGAS, NEVADA 89135  
TELEPHONE: (702) 938- 6856



**IT IS HEREBY ORDERED AS FOLLOWS:**

(1) The Motion (ECF No. \_\_\_\_\_) is GRANTED.

(2) The Receiver is authorized to employ Selik Law (“Selik”)to investigate and prosecute claims against Profit Connect’s former counsel on behalf of the receivership estate; and

(3) The terms of Selik’s employment as set forth in Exhibit B to the Declaration of Joel G. Selik are approved.

**IT IS SO ORDERED.**

\_\_\_\_\_  
UNITED STATES DISTRICT COURT JUDGE

Dated: \_\_\_\_\_

GREENBERG TRAURIG, LLP  
10845 GRIFFITH PEAK DRIVE SUITE 600, LAS VEGAS, NEVADA 89135  
TELEPHONE: (702) 938-6856

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