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

11
12 UNITED STATES DISTRICT COURT
13 DISTRICT OF NEVADA

14 SECURITIES AND EXCHANGE
COMMISSION,

15 Plaintiff,

16 v.

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

20 Defendants.

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

**MOTION FOR ORDER IN AID OF
RECEIVERSHIP TO APPROVE
RETENTION OF BAKER TILLY US,
LLP, AS ACCOUNTANTS FOR TAX-
RELATED ISSUES; MEMORANDUM
OF POINTS AND AUTHORITIES;
DECLARATIONS OF GEOFF
WINKLER AND JERE SHAWVER IN
SUPPORT THEREOF**

21
22
23 In accordance with Local Rule 66-6 and this Court’s August 6, 2021, order (ECF
24 No. 26) (the “Receiver Order”) appointing Geoff Winkler of American Fiduciary
25 Services, LLC, as the permanent receiver of Profit Connect Wealth Services, Inc., and
26 any subsidiaries and affiliates (together, “Profit Connect”), the Receiver moves this
27 Court for an order authorizing him to retain Baker Tilly US, LLP (“Baker Tilly”), as
28 accountants for the receivership estate to assist with tax-related issues, including the

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1 filing of returns and issuance of various tax documents, including 1099s. The
2 Receiver is informed that the Securities & Exchange Commission has no objection to
3 the relief sought in this Motion.

4 This Motion is based on the below memorandum of points and authorities, the
5 declaration of Geoff Winkler (Ex. 1) (the "Winkler Declaration") and the declaration
6 of Jere Shawver (Ex. 2), all papers on file, and any argument the Court may call and
7 consider. The proposed order is attached as Exhibit 3.

8 **MEMORANDUM OF POINTS AND AUTHORITIES**

9
10 **I. RELEVANT BACKGROUND AND PROCEDURAL HISTORY**

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

19 On July 23, 2021, Defendants stipulated to modify the temporary restraining
20 order to appoint the Temporary Receiver. On August 6, 2021, following another
21 stipulation of the parties, the Court converted the temporary restraining order to a
22 preliminary injunction and appointed the Receiver as the permanent receiver of
23 Profit Connect.

24 As set forth in the Receiver's first quarterly status report, Profit Connect was
25 incorporated on May 2, 2018, in Nevada. It advertised as a business that mined
26 cryptocurrency and that validated credit card transactions, guaranteeing investors a
27 20% to 30% return for purchasing computer seat time, allegedly with zero risk.
28 However, there is no evidence that Profit Connect ever worked with credit card

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1 processing companies and only started its cryptocurrency mining a week before the
2 start of the temporary receivership, generating only \$300. After his appointment on
3 a permanent basis, the Receiver determined that there was no viable business to
4 operate and started the process of winding down its operations and selling its
5 personal property. Because Profit Connect had no books and records and no
6 functioning accounting department, the Receiver has had to recreate accounting
7 records by reconstructing financials using financial statements and offsetting
8 financial records such as bank statement. This process is ongoing, although a
9 substantial amount of progress has been made. The Receiver and his firm, American
10 Fiduciary Services, are handling the forensic accounting.

11 Although it was formed in 2018, Profit Connect does not appear to have ever
12 filed a federal or state tax return. While Profit Connect appears to have issued some
13 1099s, because it had no accounting system, it is likely that these 1099s were not
14 always accurate. Because neither the Receiver nor American Fiduciary Services is
15 an expert in tax issues, the receivership estate requires the assistance of a tax
16 accounting firm in order to prepare tax returns, assist with the issuance and
17 amendment of 1099s and other similar forms, and to assist with other tax-related
18 items on an as-needed basis.

19 Baker Tilly is well-positioned to provide these services. It is an international
20 accounting and tax advisory firm with experience in receiverships. The director who
21 will be primarily responsible is Stacy Elledge Chiang, a certified public accountant
22 and certified insolvency and restructuring adviser who has worked with various
23 fiduciaries, including bankruptcy trustees, debtors, and receivers. Baker Tilly will
24 charge for its services on an hourly basis at its bankruptcy/insolvency rates applicable
25 to the professionals to be assigned. The rates range from \$400 to \$650 for managing
26 directors, principals and partners, \$250 to \$430 for senior managers and directors,
27 \$230 to \$360 for managers, \$210 to \$320 for senior consultants, \$150 to \$270 for staff
28 consultants, and \$95 to \$260 for paraprofessionals. Baker Tilly will staff the case in

1 a manner that is most efficient and economical for the estate. Its fees and costs will
 2 be subject to allowance by the Court after presentation of fee applications. It will be
 3 reimbursed its actual costs.

4 II. LEGAL AUTHORITY

5 “The power of a district court to impose a receivership ... derives from the
 6 inherent power of a court of equity to fashion effective relief.”¹ “The primary purpose
 7 of equity receiverships is to promote orderly and efficient administration of the
 8 Receivership Estate by the district court for the benefit of creditors.”² “[T]he practice
 9 in administering an estate by a receiver ... must accord with the historical practice
 10 in federal courts or with a local rule.”³

11 As the Ninth Circuit explained:

12 A district court’s power to supervise an equity receivership
 13 and to determine the appropriate action to be taken in the
 14 administration of the receivership is extremely broad. The
 15 district court has broad powers and wide discretion to
 16 determine the appropriate relief in an equity receivership.
 The basis for this broad deference to the district court's
 supervisory role in equity receiverships arises out of the
 fact that most receiverships involve multiple parties and
 complex transactions.⁴

17 In the estate administration context, court are deferential to the business
 18 judgment of trustees, receivers, and similar estate custodians.⁵

19 _____
 20 ¹ *SEC v. Wencke*, 622 F.2d 1363, 1369 (9th Cir. 1980).

21 ² *SEC v. Hardy*, 803 F.2d 1034, 1038 (9th Cir. 1986.)

22 ³ Fed. R. Civ. P. 66.

23 ⁴ *SEC v. Capital Consultants, LLC*, 397 F.3d 733, 738 (9th Cir. 2005) (citations
 24 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
 25 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.”).

26 ⁵ *See, e.g., Bennett v. Williams*, 892 F.2d 822, 824 (9th Cir. 1989) (“[W]e are
 27 deferential to the business management decisions of a bankruptcy trustee.”);
Southwestern Media, Inc. v. Rau, 708 F.2d 419, 425 (9th Cir. 1983) (“The decision
 28 concerning the form of ... [estate administration] ... rested with the business
 judgment of the trustee.”); *In re Thinking Machines Corp.*, 182 B.R. 365, 368 (D.
 Mass. 1995) (“The application of the business judgment rule ... and the high degree

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1 In administering the receivership estate, the Receiver must comply with
2 applicable law, and this includes the laws governing taxation. Absent a Court order
3 to the contrary, the Receiver is required to file tax returns for the entities in
4 receivership. Profit Connect does not appear to have filed any tax returns since it
5 was formed. Accordingly, the Receiver requires the assistance of Baker Tilly to
6 prepare the returns and any related tax documents, including 1099 forms. Baker
7 Tilly has experience with preparing returns for fiduciaries, which can be a challenge
8 in situations such as the one here, where there was no accounting system and the
9 Receiver must reconstruct the books and records. Baker Tilly will apply to the Court
10 for allowance of its fees and costs. Its assistance will be critical to ensuring
11 compliance with applicable tax laws.

12

13 **III. CONCLUSION**

14 Based on the foregoing and pursuant to Section X of the Receiver Order, the
15 Receiver requests entry of an order:

- 16 (1) Granting the Motion and finding that notice of the Motion was proper;
- 17 (2) Authorizing the Receiver’s retention of Baker Tilly pursuant to the
18 terms of the engagement agreement attached to the Winkler Declaration and
19 authorizing the Receiver to sign the agreement; and

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27 _____
28 of deference usually afforded purely economic decisions of trustees, makes court
refusal unlikely.”) (rev’d on other grounds, *In re Thinking Machines Corp.*, 67 F.3d
1021 (1st Cir. 1995)).

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

3
4 Dated: January 25, 2022

5 SMILEY WANG-EKVALL, LLP

6 By: /s/ Kyra E. Andrassy
7 Kyra E. Andrassy, Esq.
8 (Admitted *Pro Hac Vice*)
3200 Park Center Drive, Suite 250
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9 -and-

10 Maria A. Gall, Esq.
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EXHIBIT "1"

DECLARATION OF GEOFF WINKLER

I, Geoff Winkler, declare as follows:

1. I am over 21 years old and am a founding member and the chief executive officer of American Fiduciary Services LLC, which is based on Portland, Oregon.

2. I am competent to testify to the matters presented in this declaration, and I submit this declaration in support of my motion for an order approving my retention of Baker Tilly US, LLP, to provide tax accounting services to the receivership estate (the "Motion"). This declaration is based on my personal knowledge, except where made on information and belief, and as to those matters, I believe them to be true.

3. By order entered on July 23, 2021, I was appointed as the temporary receiver over Profit Connect Wealth Services, Inc., and its affiliates and subsidiaries ("Profit Connect"). On August 6, 2021, upon order of the Court following stipulation of the parties, I was appointed as the permanent receiver.

4. After his appointment on a permanent basis, the Receiver determined that there was no viable business to operate and started the process of winding down its operations and selling its personal property. Because Profit Connect had no books and records and no functioning accounting department, the Receiver has had to recreate accounting records by reconstructing financials using financial statements and offsetting financial records such as bank statement. This process is ongoing, although a substantial amount of progress has been made. The Receiver and his firm, American Fiduciary Services, are handling the forensic accounting.

5. Although it was formed in 2018, Profit Connect has not filed a federal or state tax return. Although it appears to have issued some 1099s, because it had no accounting system, it is likely that these 1099s were not always accurate. Because American Fiduciary Services is not an expert in tax issues, the receivership estate requires the assistance of a tax accounting firm in order to prepare tax returns, assist

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with the issuance and amendment of 1099s and other similar forms, and to assist with other tax-related items on an as-needed basis. These services will not duplicate the efforts of any other professional already retained in this case.

6. A true and correct copy of the engagement agreement is attached hereto.

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

Executed on January 25, 2022.

/s/ Geoff Winkler

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ATTACHMENT



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3655 Nobel Drive, Suite 300
San Diego, CA 92122

+1 (858) 597 4100
bakertilly.com

December 22, 2021

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

RE: *Securities and Exchange Commission v. Profit Connect Wealth Services, Inc.*

Dear Mr. Winkler:

Thank you for the opportunity to provide accounting, tax and advisory services on your behalf as the duly appointed Receiver ("Client" or "Receiver") with respect to the litigation matter *Securities and Exchange Commission v. Profit Connect Wealth Services, Inc.* ("Matter"). This letter ("Engagement Letter") and the attached *Standard Terms and Conditions* confirm the understanding and agreement between Baker Tilly US, LLP ("Baker Tilly") and Client with regard to the advisory, consulting and potential testimonial services Baker Tilly will provide. Stacy Elledge Chiang will lead this engagement on behalf of Baker Tilly.

SCOPE OF SERVICES

1. In your capacity as Receiver, you have asked that Baker Tilly provide services to assist you with the completion of your duties. These tasks may include, but are not limited to:

- a. Review and evaluate historical accounting, tax and other records relating to the receivership and its entities;
- b. Prepare tax reporting for receivership entities as requested and required;
- c. Any other accounting and tax advisory services requested by the Client, including, but not limited to potential expert witness testimony; and,
- d. Such other services as may be requested by the Receiver and permitted by the United States District Court for the District of Nevada ("Court").

2. If expert witness testimony is required in this Matter, the subject and scope of any such testimony will be subject to Client's direction; however, Client understands that Baker Tilly shall undertake all work we deem necessary to deliver such advisory, consulting and testimonial services.

3. Furthermore, Client understands that the professional conclusions reached regarding this Matter are those of the Baker Tilly professionals. Accordingly, Baker Tilly has not and cannot predict what conclusions the Baker Tilly professionals will reach concerning the specific questions or issues for which Stacy Elledge Chiang's opinion testimony may be requested.

Geoff Winkler, Receiver
 American Fiduciary Services LLC
 December 22, 2021
 Page 2

4. Client additionally agrees not to schedule any depositions or trial testimony for Stacy Elledge Chiang or any Baker Tilly employee without first consulting with Stacy Elledge Chiang or the Baker Tilly employee to ensure availability.

5. Client will make available to Baker Tilly the documents necessary for our professionals to complete all requested services. Should we determine that additional documents are necessary, we will make all requests for such records to Client.

CONFLICTS OF INTEREST

6. Client has requested that Baker Tilly determine if any work currently being performed by Baker Tilly would pose a conflict with the work that is the subject of this Engagement Letter. As of the date of this Engagement Letter, we have determined that we can perform the work contemplated herein, free of any conflict of interest.

7. During the course of this engagement, Client agrees to inform Baker Tilly of additional parties to the dispute or name changes for those parties provided to the extent such additional parties or name changes come to the attention of the Client's attorneys working with us on this engagement. Should this information or any other circumstance that comes to our attention have the potential to change our prior conclusion with regard to a conflict of interest, we will advise Client as soon as possible.

FEES AND BILLING ARRANGEMENTS

8. Our fees are based upon the hours actually expended by each engagement team member at each member's applicable hourly billing rate. Baker Tilly will utilize its standard bankruptcy/insolvency rates for the engagement team working on this Matter. Our hourly billing rates by professional level for the personnel to be assigned to the Matter for these services are:

Position	Hourly Rate
Managing Directors, Principals, and Partners	\$400 - \$650
Senior Managers and Directors	\$250 - \$430
Managers	\$230 - \$360
Senior Consultants	\$210 - \$320
Staff Consultants	\$150 - \$270
Paraprofessionals	\$95 - \$260

9. In the normal course of business, Baker Tilly annually revises its hourly rates. Client understands that, to the extent allowed by the Court, the hourly rates charged for the work on this engagement will reflect the hourly rates in effect at the time services are rendered.

10. Client agrees to reimburse Baker Tilly for any reasonable and documented out-of-pocket expenses, including, without limitation, travel, photocopying, delivery services, postage, vendor charges and other reasonable and documented out-of-pocket expenses incurred in

Geoff Winkler, Receiver
American Fiduciary Services LLC
December 22, 2021
Page 3

providing professional services. Additionally, payment for such expenses shall be made only after approval by and authorization from the Court.

11. Baker Tilly acknowledges that its fees and expenses in the Matter are governed by any orders entered by the Court with regard to professional compensation, including, but not limited to interim holdbacks on fees and expenses. Baker Tilly agrees to accept compensation as awarded by the Court. In the event of a dispute under this agreement, the Court will have sole and exclusive jurisdiction to resolve such dispute.

12. Our fees and expenses are not contingent or conditioned upon the specific advice, conclusions, opinions or testimony rendered in this Matter. We do not predict or guarantee any result or resolution in this Matter. We will meet with Client regularly to discuss its ongoing work and associated fees and will communicate our progress to Client.

13. Client agrees that invoices need only contain general time descriptions in blocks of daily or weekly increments.

14. Invoices will be presented periodically, typically following completion of tax returns, and are due upon presentation. Client, in his capacity as Receiver, shall be responsible for paying our fees and expenses in connection with this engagement using receivership estate funds. Invoices will be sent to Client. Only Client, in his capacity as Receiver, shall be responsible for payment of invoices or amounts due pursuant to this engagement. If a fee application or similar court filing is required, Client will work with Baker Tilly to ensure proper and timely filing of such fee request.

15. Baker Tilly reserves the right to halt further services until payment is received on past-due invoices. We must be paid in full for all work performed to date prior to issuance of a report, deposition testimony or trial testimony.

16. Baker Tilly shall be compensated for any time and expenses (including, without limitation, any fees and expenses of one law firm serving as legal counsel) that may be incurred in connection with this engagement, including, without limitation, considering or responding to discovery requests or other requests for documents or information, participating as a witness or otherwise in any legal, regulatory or other proceedings, or defending Baker Tilly's retention or performance of services hereunder.

OTHER MATTERS

17. The Client agrees to prepare and file any papers necessary in Court to ensure Baker Tilly is properly retained in the Matter. Further, the Client agrees to take the steps necessary to notify Baker Tilly to prepare any papers to be filed by the Client necessary to ensure that Baker Tilly is paid in the Matter.

18. To the extent of any inconsistency between the terms of this Engagement Letter and the Standard Terms and Conditions, the terms of this Engagement Letter shall govern.

Geoff Winkler, Receiver
American Fiduciary Services LLC
December 22, 2021
Page 4

Client acknowledges their respective agreement with the terms stated herein and acknowledge that they have reviewed and agreed to be bound to the terms of this Engagement Letter and the attached Standard Terms and Conditions, as evidenced by their respective signature below, which may be executed in multiple counterparts. Please return to me the signed copy of this Engagement Letter by facsimile or portable document format ("pdf"). Facsimile and pdf signatures shall be deemed original, binding signatures.

We appreciate the opportunity to work with you. Should you have any questions, please do not hesitate to contact me at (858) 597-4100.

Very truly yours,

Baker Tilly US, LLP

By:



Stacy Elledge Chiang, Director

Acceptance by Receiver

The above Engagement Letter and the attached *Standard Terms and Conditions* confirm our understanding of the services which Baker Tilly US, LLP will perform relating to the above referenced matter and the fee arrangement and our understanding and agreement to the terms of the Engagement Letter and the attached *Standard Terms and Conditions*.

Accepted by: _____
Geoff Winkler, Receiver

Date: _____

Baker Tilly US, LLP

Consulting Standard Terms and Conditions

1. Services. It is understood and agreed that while Baker Tilly US, LLP's ("Baker Tilly") services may include advice and recommendations, all decisions in connection with the use thereof shall be the responsibility of, and made by the Client. References herein to "Client" shall refer collectively to all of the entities on whose behalf services are being rendered as identified in the engagement letter (the "Engagement Letter") to which these Standard Terms and Conditions are attached, including but not limited to the entity(s) responsible for paying Baker Tilly's fees. "Attorney" shall refer collectively to the law firm or firms retaining Baker Tilly on behalf of Client and/or the law firm or firms representing Client with regard to the matter for which Baker Tilly is retained. The Engagement Letter and these Terms and Conditions shall be collectively referred to as the "Agreement."

2. Not Assurance Services. Baker Tilly's work generally will involve the financial analyses of accounting books and records and other financial information/documents. Our Engagement does not include an audit, review, or compilation in accordance with Generally Accepted Auditing Standards ("GASS") of any financial statements.

3. Privilege. All communications between Baker Tilly and Attorney, either oral or written, as well as any materials or information developed or received by us pursuant to this Engagement, are intended to be protected by all applicable legal privileges, including attorney-client and work-product privileges, and therefore, will be treated as confidential. If access to any of the materials in Baker Tilly's possession relating to this matter is sought by a third-party, we will promptly notify Attorney of such action and cooperate with Attorney and Client concerning our response thereto. In the event that any person or entity serves a subpoena upon Baker Tilly for testimony or the production of documents or records relating to or arising from any work performed for Client in connection with this Engagement, Client shall reimburse Baker Tilly for all time, costs, and attorneys' fees incurred in responding to such subpoena(s).

4. Payment of Invoices. Client agrees to pay properly submitted invoices within thirty (30) days of the invoice date or such other due date as may be indicated in the Engagement Letter. Baker Tilly shall have the right to halt or terminate entirely its services under the Agreement until payment is received on past due invoices. Baker Tilly may impose interest at a rate equal to one percent (1%) per month on any outstanding balance that remains unpaid for more than 30 days after issuance of the invoice(s). In the event that collection procedures are required, Client shall pay all expenses of collection and any attorneys' fees and costs actually incurred by Baker Tilly, including costs of Baker Tilly personnel at their then published rate, in connection with such collection efforts, whether or not suit or arbitration is filed thereon.

5. Taxes. All fees, charges, and other amounts payable to Baker Tilly under the Agreement do not include any sales, use, excise, value added or other applicable taxes, tariffs or duties, payment of which shall be Client's sole

responsibility, excluding any applicable taxes based on Baker Tilly's net income or taxes arising from the employment or independent contractor relationship between Baker Tilly and its personnel.

6. Term of Engagement

a. Commencement. Baker Tilly will commence work at your direction (written or oral). If the Client or Attorney requests that we begin work on the Engagement, but we have not received the fully executed Engagement Letter and any requested retainer, Attorney and Client agree that they accept the terms of the Engagement Letter as stated herein. We reserve the right to cease rendering services if the fully executed Engagement Letter is not received by us within 10 days of the date of this Engagement Letter. Client will be responsible for all fees and expenses incurred prior to our stopping work.

b. Termination. Unless terminated sooner in accordance with the terms set forth below, the Agreement shall terminate on the completion of Baker Tilly's services thereunder. In addition, either party may terminate the Agreement at any time by giving written notice to the other party not less than ten (10) calendar days (or as otherwise provided in the Engagement Letter) before the effective date of termination. Baker Tilly shall be paid in full for all services rendered or expenses incurred as of the date of termination. Further, we may terminate the Engagement in the event that: (i) we are asked to reach conclusions with which we disagree; (ii) critical information previously unavailable becomes known to us that impacts our conclusions; (iii) information that was expected by us becomes unavailable; (iv) a party or parties to the litigation hire alternate counsel, which makes continued involvement in the litigation inappropriate due to conflicts of interest; and/or (v) Client fails to pay our fees and expenses on a timely basis. Client will be responsible for all fees and expenses incurred prior to termination.

7. Ownership.

a. Baker Tilly Property. Baker Tilly has created, acquired, owns or otherwise has rights in, and may, in connection with the performance of services under the Agreement, employ, provide, modify, create, acquire or otherwise obtain rights in, various concepts, ideas, methods, methodologies, procedures, processes, know-how, and techniques, models, templates; software, user interfaces and screen designs; general purpose consulting and software tools, utilities and routines; and logic, coherence and methods of operation of systems (collectively, the "Baker Tilly Property"). Baker Tilly retains all ownership rights in the Baker Tilly Property. Client shall acquire no right or interest in such property. In addition, Baker Tilly shall be free to provide services of any kind to any other party as Baker Tilly deems appropriate, and may use the Baker Tilly Property to do so. Baker Tilly acknowledges that Baker Tilly Property shall not include any of Client's confidential information or tangible or intangible property and Baker Tilly shall have no ownership rights in such property.

Baker Tilly US, LLP
Consulting Standard Terms and Conditions (cont.)

b. Ownership of Deliverables. All documents, materials or information of any kind created by Baker Tilly in connection with this Engagement, including, without limitation, any written reports, memoranda, work papers or status summaries, are work product (collectively, “Work Product”). All Work Product shall be owned and maintained by Baker Tilly. It is agreed that all Work Product and all other working papers and other documents prepared by Baker Tilly pursuant to this Engagement will be maintained as confidential materials and will not be disclosed to third parties without the Client’s consent, except as may be required by law, regulation or judicial or administrative process. Baker Tilly agrees to notify the Client promptly of any of the following events: (i) a request by anyone to examine, inspect or copy any Work Product or other working papers, documents or records relating to this Engagement, unless prohibited by law; or (ii) any attempt to serve, or the actual service of, any court order, subpoena or summons upon Baker Tilly that requires the production of such documents or records.

c. Use of Work Product. Attorney and Client agrees not to use Baker Tilly Work Product in connection with any other litigated matter, nor to share/publish our Work Product with any third-party without our express written consent.

8. Limitation on Warranties.

a. Admissibility of Testimony. Attorney and Client acknowledge that it is common for litigants to challenge the basis, experience and credentials of opposition experts. The admissibility of testimony is a legal matter and we make no warranties that our testimony or work product will be admitted into evidence by the court or trier of fact. As a condition to the release of any opinions to the opposition and the rendering of any testimony by us, Attorney and Client will review the facts and circumstances surrounding our work and opinions and agree that, in fact, Baker Tilly was retained because of the experience and credentials of its professionals. Further, Attorney and Client will review and agree, prior to the release of any expert opinion and the rendering of any expert testimony, that the anticipated testimony has a basis in fact and such testimony is both relevant and reliable. Attorney, as counsel, retains sole responsibility for assessing other factors that may bear upon the question of admissibility. As such, should testimony be excluded as a result of any evidentiary challenge (e.g., a Daubert or similar challenge), Baker Tilly shall be held harmless for any damages, losses, or negative results in the Matter unless incurred because of willful misconduct on the part of Baker Tilly. Further, even if testimony is excluded, any and all professional fees and expenses are still due and owing upon presentation of Baker Tilly’s invoice(s) and Client is not relieved of liability for such fees and expenses

b. Services Agreement. **This is a services Engagement. Baker Tilly warrants that it will perform services under the agreement in good faith, with qualified personnel in a competent and workmanlike manner. Baker Tilly disclaims all other warranties, either express or implied, including, without limitation,**

warranties of merchantability and fitness for a particular purpose.

9. **Limitation on Damages.** The liability (including attorneys’ fees and all other costs) of Baker Tilly and its present or former partners, owners, principals, agents or employees related to any claim for damages relating to the services performed under this Agreement shall not exceed the fees paid to Baker Tilly for the portion of the work to which the claim relates, except to the extent finally determined to have resulted from the willful misconduct or fraudulent behavior of Baker Tilly relating to such services. This limitation of liability is intended to apply to the full extent allowed by law, regardless of the grounds or nature of any claim asserted, including the negligence of either party. Additionally, in no event shall any party be liable for any lost profits, lost business opportunity, lost data, consequential, special, incidental, exemplary or punitive damages delays, or interruptions arising out of or related to this Agreement even if the other party has been advised of the possibility of such damages. The provisions of this Paragraph shall apply regardless of the form of action, damage, claim, liability, cost, expense or loss, whether in contract, statute, tort or otherwise.

10. Indemnification.

a. Client will indemnify, defend and hold harmless Baker Tilly, its partners, owners, affiliates, principals, members, managers, officers, directors, employees, subcontractors, attorneys, professionals, representatives and agents (collectively, the “Indemnified Parties” or, individually, the “Indemnified Party”) against any and all losses, claims, damages, liabilities, penalties, obligations and expenses, including, without limitation, the costs and expenses for counsel or others (including employees of Baker Tilly, based on their then current hourly billing rates) in investigating, preparing or defending any action or claim, whether or not in connection with litigation, in which any Indemnified Party is a party, as and when incurred, caused by, relating to, based upon or arising out of (directly or indirectly) the Agreement; provided, however, that such indemnity shall not apply to any such loss, claim, damage, liability or expense to the extent it is found in a final judgment by a court of competent jurisdiction (not subject to further appeal) to have resulted primarily and directly from such Indemnified Party’s gross negligence or willful misconduct.

b. No Indemnified Party shall have any liability (whether direct or indirect, in contract, tort or otherwise) for or in connection with the Engagement or this Agreement except for any liabilities and related expenses incurred by Client that are finally judicially determined to have resulted from the willful misconduct or gross negligence of such Indemnified Party. In no event will any Indemnified Party be liable for incidental or consequential damages even if such Indemnified Party has been advised of the possibility of such damages.

c. Client acknowledges and agrees that any advice, recommendations, information or Work Product provided to Client (through Attorney or otherwise) by Baker Tilly in connection with this Engagement is for the confidential use

Baker Tilly US, LLP
Consulting Standard Terms and Conditions (cont.)

of Client only and, (except as otherwise required by law or permitted by the Agreement), Client will not disclose or permit access to such advice, recommendations, information or Work Product to any third party (other than Attorney) or summarize or refer to such advice, recommendations, information or Work Product or to Baker Tilly's Engagement without, in each case, Baker Tilly's prior written consent. Client is responsible for all information it provides to third parties directly, or indirectly through Baker Tilly, and agrees to clearly acknowledge such responsibility in writing to all such third parties. In furtherance of the foregoing, Client will indemnify, defend and hold harmless the Indemnified Parties from and against any and all liabilities suffered by or asserted against the Indemnified Parties in connection with a third party claim to the extent resulting from such party's use or possession of or reliance upon Baker Tilly's advice, recommendations, information or Work Product as a result of Client's use or disclosure of such advice, recommendations, information or Work Product.

d. The Indemnified Parties shall promptly notify Client of any claim for which they seek indemnification provided that any failure to notify the Client or timely notify the Client shall not impact, in any way, the applicability of the indemnification provisions contained herein.

11. Cooperation; Use of Information.

a. Client agrees to cooperate with Baker Tilly in the performance of the services under the Agreement and shall provide Baker Tilly with timely access to and use of Client's personnel, facilities, equipment, data and information or such other personnel, facilities, equipment, data and information to the extent necessary for Baker Tilly to perform the services under the Agreement. The Engagement Letter may set forth additional obligations of Client in connection with the Engagement. As requested by Baker Tilly, Client acknowledges that Client's failure to assign Client personnel having skills commensurate with their role with respect to this Engagement could adversely affect Baker Tilly's ability to provide the services under the Agreement.

b. Client acknowledges and agrees that Baker Tilly may, in performing its obligations pursuant to this Agreement, use data, material and other information furnished by Client without any independent investigation or verification and that Baker Tilly shall be entitled to rely upon the accuracy and completeness of such information in performing the services under the Agreement.

c. To the extent the Services require Baker Tilly receive personal data or personal information from Client, Baker Tilly may process any personal data or personal information, as those terms are defined in applicable privacy laws, in accordance with the requirements of the applicable privacy law relevant to the processing in providing services hereunder. Applicable privacy laws may include any local, state, federal, or international laws, standards, guidelines, policies, or regulations governing the collection, use, disclosure, sharing, or other processing of personal data or personal information with which Baker Tilly or its Clients must comply. Such privacy laws may

include (i) the EU General Data Protection Regulation 2016/679 (GDPR); (ii) the California Consumer Privacy Act of 2018 (CCPA); and/or (iii) other laws regulating marketing communications, requiring security breach notification, imposing minimum security requirements, requiring the secure disposal of records, and other similar requirements applicable to the processing of personal data or personal information. Baker Tilly is acting as a Service Provider/Data Processor in relation to Client personal data and personal information, as those terms are defined respectively under the CCPA/GDPR. Client is responsible for notifying Baker Tilly of any data privacy laws the data provided to Baker Tilly is subject to and Client represents and warrants it has all necessary authority (including any legally required consent from data subjects) to transfer such information and authorize Baker Tilly to process such information in connection with the Services described herein.

d. Baker Tilly has established information security related operational requirements that support the achievement of our information security commitments, relevant information security related laws and regulations, and other information security related system requirements. Such requirements are communicated in Baker Tilly's policies and procedures, system design documentation, and contracts with customers. Information security policies have been implemented that define our approach to how systems and data are protected. Client is responsible for providing timely written notification to Baker Tilly of any additions, changes, or removals of access for Client personnel to Baker Tilly provided systems or applications. If Client becomes aware of any known or suspected information security or privacy related incidents or breaches related to this agreement, Client should timely notify Baker Tilly via email at dataprotectionofficer@bakertilly.com.

e. Baker Tilly does not treat de-identified data or aggregate consumer information as personal data or personal information, and we reserve the right to convert Client personal data or personal information into de-identified data or aggregate consumer information for our own purposes. As a benefit of benchmarking your Company to others in your industry, you allow us to enter your confidential accounting and/or financial data into the third party benchmarking software that we utilize. By signing this Engagement Letter, you expressly authorize us to make such disclosure of your confidential accounting and/or financial data, as we may elect within our discretion, with the understanding that, in doing so, you will not be specifically identified.

12. Force Majeure. Neither Client nor Baker Tilly shall be liable for any delays resulting from circumstances or causes beyond its reasonable control, including, without limitation, fire or other casualty, act of God, strike or labor dispute, war or other violence or any law, order or requirement of any governmental agency or authority.

13. Limitation on Actions. No action, regardless of form, arising out of or relating to this Engagement, may be

Baker Tilly US, LLP
Consulting Standard Terms and Conditions (cont.)

brought by Client more than one year after the cause of action has accrued.

14. Independent Contractor. It is understood and agreed that each of the parties hereto is an independent contractor and that neither party is or shall be considered an agent, distributor or representative of the other. Neither party shall act or represent itself, directly or by implication, as an agent of the other or in any manner assume or create any obligation on behalf of or in the name of, the other.

15. Confidentiality.

a. “Confidential Information” means all documents, software, reports, data, records, forms and other materials (including without limitation Work Product as defined herein) obtained by one party (the “Receiving Party”) from the other party (the “Disclosing Party”) in the course of performing the services under the Agreement: (i) that have been marked as confidential; (ii) whose confidential nature has been made known by the Disclosing Party to the Receiving Party; or (iii) that due to their character and nature, a reasonable person under like circumstances would treat as confidential. Notwithstanding the foregoing, Confidential Information does not include information which: (i) is already known to the Receiving Party at the time of disclosure by the Disclosing Party; (ii) is or becomes publicly known through no wrongful act of the Receiving Party; (iii) is independently developed by the Receiving Party without benefit of the Disclosing Party’s Confidential Information; or (iv) is received by the Receiving Party from a third party without restriction and without a breach of an obligation of confidentiality.

b. The Receiving Party shall not use or disclose to any person, firm or entity any Confidential Information of the Disclosing Party without the Disclosing Party’s express, prior written permission; provided, however, that notwithstanding the foregoing, the Receiving Party may disclose Confidential Information to the extent required pursuant to a statutory or regulatory provision or court order or to fulfill professional obligations and standards.

c. Each party shall be deemed to have met its nondisclosure obligations under this Paragraph 15 as long as it exercises the same level of care to protect the other’s information as it exercises to protect its own confidential information but in no event less than reasonable care, except to the extent that applicable law or professional standards impose a higher requirement.

d. If the Receiving Party receives a subpoena or other validly issued administrative or judicial demand requiring it to disclose the Disclosing Party’s Confidential Information, the Receiving Party shall provide prompt written notice, unless legally prohibited, to the Disclosing Party of such demand in order to permit it to seek a protective order. So long as the Receiving Party gives notice as provided herein, the Receiving Party shall be entitled to comply with such demand to the extent permitted by law, subject to any protective order or the like that may have been entered in the matter.

e. Notwithstanding anything to the contrary set forth herein, no provision in the Agreement is or is intended to be construed as a condition of confidentiality within the meaning of Internal Revenue Code sections 6011, 6111, 6112 or the regulations thereunder. Client (and each employee, representative or other agent of Client) may disclose to any and all persons, without limitation of any kind, the tax treatment and tax structure of any transaction within the scope of this Engagement that reduces or defers Federal tax and all materials of any kind (including opinions or other tax analyses) that are provided to Client relating to such tax treatment and tax structure.

16. Document Retention.

a. It is not our practice to retain work papers, e-mails, notes or data files that have been updated or superseded, unless shared with you or a third-party working with you. However, we will retain certain copies of e-mails, analyses, draft reports, or other materials provided by Attorney, Client or any third party, or provided by us to Attorney, Client or any third-party. Any requests for other document retention policies must be made in writing at the time of the execution of the Engagement Letter.

b. We may maintain copies of all our work product and related materials for our files. If we choose not to retain copies, Attorney and Client will provide access to the work papers upon reasonable notice. Baker Tilly has a file retention policy requiring the destruction of all client files seven years after each case is “resolved” and/or appeals have been completed as it pertains to this type of Engagement, unless otherwise dictated by a valid protective order issued by an appropriate court of law. Baker Tilly makes no representation of retention of files after this date, and shall have no liability for not retaining information or data after such date, regardless of any obligation of Attorney or Client to maintain information or data beyond that time, and regardless of whether there may be important tax or financial information in the files that will be destroyed. Both Attorney and Client will have access to our files and may request all or part of our records to be copied at their expense, or returned prior to destruction so long as all fees and expenses have been paid in full. By signing the Engagement Letter, Attorney and Client acknowledge their understanding of, and agree to, Baker Tilly’s retention policy.

17. Survival. The provisions herein that, by its nature, including without limitation provisions relating to limitations on liability and indemnification, should survive the termination of the Engagement are intended to and do survive the termination of the Engagement.

18. Assignment. Neither party may assign, transfer or delegate any of its rights or obligations without the prior written consent of the other party, such consent not to be unreasonably withheld. However, Baker Tilly may use subcontractors to provide services under the Agreement.

19. Severability. In the event that any term or provision of this Agreement shall be held to be invalid, void or unenforceable, then the remainder of this Agreement shall not be affected and each such term and provision of this

Baker Tilly US, LLP
Consulting Standard Terms and Conditions (cont.)

Agreement shall be valid and enforceable to the fullest extent permitted by law.

20. Governing Law. The Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to the conflict of laws provisions thereof.

21. Arbitration.

a. Except for disputes related to confidentiality or intellectual property rights, all disputes and controversies between the parties hereto of every kind and nature arising out of or in connection with this Agreement as to the existence, construction, validity, interpretation or meaning, performance, nonperformance, enforcement, operation, breach, continuation, or termination of this Agreement shall be resolved as set forth in this Section using the following procedure: In the unlikely event that differences concerning the Services or fees should arise that are not resolved by mutual agreement, both parties agree to attempt in good faith to settle the dispute by engaging in mediation administered by the American Arbitration Association (“AAA”) under its mediation rules for professional accounting and related services disputes before resorting to litigation or any other dispute-resolution procedure. Each party shall bear their own expenses from mediation and the fees and expenses of the mediator shall be shared equally by the parties. If the dispute is not resolved by mediation, then the parties agree that the dispute or claim shall be settled by binding arbitration. The arbitration proceeding shall take place in the city in which the Baker Tilly office providing the relevant services is located, unless the parties mutually agree to a different location. The proceeding shall be governed by the provisions of the Federal Arbitration Act (“FAA”) and will proceed in accordance with the then current Arbitration Rules for Professional Accounting and Related Disputes of the AAA, except that no pre-hearing discovery shall be permitted unless specifically authorized by the arbitrator. The arbitrator will be selected from AAA, JAMS, the Center for Public Resources, or any other internationally or nationally-recognized organization mutually agreed upon by the parties. Potential arbitrator names will be exchanged within fifteen (15) days of the parties’ agreement to settle the dispute or claim by binding arbitration, and arbitration will thereafter proceed expeditiously. The arbitration will be conducted before a single arbitrator, experienced in accounting and financial advisory matters. The arbitrator shall have no authority to award non-monetary or equitable relief and will not have the right to award punitive damages. The award of the arbitration shall be in writing and shall be accompanied by a well-reasoned opinion. The award issued by the arbitrator may be confirmed in a judgment by any federal or state court of competent jurisdiction. Each party shall be responsible for their own costs associated with the arbitration, except that the costs of the arbitrator shall be equally divided by the parties. The arbitration proceeding and all information disclosed during the arbitration shall be maintained as confidential, except as may be required for disclosure to professional or regulatory bodies or in a related confidential arbitration. In no event shall a demand for arbitration be made after the date when institution of

legal or equitable proceedings based on such claim would be barred under the applicable statute of limitations.

b. Because a breach of any the provisions of this Agreement concerning confidentiality or intellectual property rights will irreparably harm the non-breaching party, Client and Baker Tilly agree that if a party breaches any of its obligations thereunder, the non-breaching party shall, without limiting its other rights or remedies, be entitled to seek equitable relief (including, but not limited to, injunctive relief) to enforce its rights thereunder, including without limitation protection of its proprietary rights. The parties agree that the parties need not invoke the mediation procedures set forth in this section in order to seek injunctive or declaratory relief.

22. Miscellaneous.

a. Sarbanes-Oxley. In accepting this Engagement, Client acknowledges that completion of this Engagement will not constitute a basis for Client’s assessment or evaluation of internal control over financial reporting and disclosure controls and procedures, or its compliance with its principal officer certification requirements under Section 302 of the Sarbanes-Oxley Act of 2002 (“SOX”). This Engagement shall not be construed to support Client’s responsibilities under Section 404 of SOX requiring each annual report filed under Section 13(a) or 15(d) of the Securities Exchange Act of 1934 to contain an internal control report from management.

b. Electronic Communication. Baker Tilly may communicate with Client by electronic mail or otherwise transmit documents in electronic form during the course of this Engagement. Client accepts the inherent risks of these forms of communication (including the security risks of interception of or unauthorized access to such communications, the risks of corruption of such communications and the risks of viruses or other harmful devices) and agrees that it may rely only upon a final hardcopy version of a document or other communication that Baker Tilly transmits to Client.

c. Notices. Any notices given pursuant to this Agreement shall be in writing, delivered to the address (es) set forth in the Engagement Letter and shall be considered given when received.

d. Entire Agreement. This Agreement, including the Engagement Letter and all Exhibits, constitute the entire agreement between Baker Tilly and Client with respect to this Engagement and supersede all other oral and written representation, understandings or agreements relating to this Engagement.

e. Failure to Enforce Not a Waiver. The failure of either party at any time to enforce any of the provisions of this Agreement will in no way be construed as a waiver of such provisions and will not affect the right of party thereafter to enforce each and every provision thereof in accordance with its terms.

f. Baker Tilly International Limited. Baker Tilly US, LLP is an independent member of Baker Tilly

Baker Tilly US, LLP
Consulting Standard Terms and Conditions (cont.)

International. Baker Tilly International Limited is an English company. Baker Tilly International provides no professional services to clients. Each member firm is a separate and independent legal entity and each describes itself as such. Baker Tilly US, LLP is not Baker Tilly International's agent and does not have the authority to bind Baker Tilly International or act on Baker Tilly International's behalf. None of Baker Tilly International, Baker Tilly US, LLP, nor any of the other member firms of Baker Tilly International has any liability for each other's acts or omissions. The name Baker Tilly and its associated logo is used under license from Baker Tilly International Limited.

EXHIBIT "2"

DECLARATION OF JERE SHAWVER

I, Jere Shawver, declare as follows:

1. I am a Certified Public Accountant and the Managing Partner— Assurance and Risk of Baker Tilly US, LLP (“Baker Tilly”). I am authorized to make this declaration on behalf of Baker Tilly and all of the matters stated in this declaration are true and correct and within my personal knowledge. If called as a witness, I could and would competently testify with respect thereto.

2. Baker Tilly is a full-service accounting, tax, and advisory firm headquartered in Chicago, Illinois. Baker Tilly operates in more than 65 offices in 21 states throughout the United States and projects its annual revenues as approximately \$1 billion. Baker Tilly has more than 400 partners and 4,200 employees. It is also a member of a global accounting network called Baker Tilly International that is headquartered in London, United Kingdom.

3. I understand that Geoff Winkler (the “Receiver”), the permanent receiver for Profit Connect Wealth Services and its subsidiaries and affiliates (“Profit Connect”), has requested to retain Baker Tilly as tax accountants for the receivership estate. This project will be staffed primarily by the San Diego office of Baker Tilly, and a statement of its qualifications and the biographical information of its professionals is attached hereto. The rates that will be charged are the bankruptcy/insolvency rates for the professionals assigned to this matter.

4. Under my direction, Baker Tilly professionals have conducted a conflicts search for this engagement. Baker Tilly's review consisted of queries of its internal computer databases containing names of individuals and entities that are present or recent or former clients of Baker Tilly to identify potential relationships. We used the names provided by the Receiver that I understand is comprised of the investors and creditors identified by the Receiver to date. We did not identify any potential relationships. On an ongoing basis, Baker Tilly will conduct further reviews of its professional contacts as it becomes aware of new parties in interest.

SMILEY WANG-EKVALL, LLP
3200 PARK CENTER DRIVE, SUITE 250
COSTA MESA, CALIFORNIA 92626
(714) 445-1000 FAX (714) 445-1002

1 5. Baker Tilly also sent an email of the parties-in-interest to its partners,
2 principals and directors seeking both personal and professional contacts. None were
3 located.

4 6. Baker Tilly’s systems do not contain the names of all the individual
5 attorneys with whom we have worked unless they are, themselves, clients. Further,
6 Baker Tilly’s systems may not include the names of all adverse parties or their
7 counsel. As part of its practice, Baker Tilly appears in many cases, proceedings, and
8 transactions involving many different law firms, financial consultants, accountants,
9 and investment bankers in matters unrelated to this receivership case. Baker Tilly
10 has not identified any material relationships or connections with any law firm,
11 financial consultant, accountant, or investment banker involved in this receivership
12 case that would cause it to be adverse to any party in interest or that would otherwise
13 affect Baker Tilly’s judgment or ability to perform services for the Receiver. Baker
14 Tilly has not provided any services to Brent or Joy Kovar or to Profit Connect Wealth
15 Services, Inc. or Profit Connect, a Nevada corporation.

16 I declare under penalty of perjury that the foregoing is true and correct and
17 that this declaration was executed on January 24, 2022, at Tysons Corner, Virginia.

18 
19

20 JERE G. SHAWVER, CPA CGMA

SMILEY WANG-EKVALL, LLP
3200 PARK CENTER DRIVE, SUITE 250
COSTA MESA, CALIFORNIA 92626
(714) 445-1000 FAX (714) 445-1002

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ATTACHMENT



**SAN DIEGO BANKRUPTCY AND LITIGATION
CONSULTING PRACTICE
RESUME OF QUALIFICATIONS**

The Firm

Baker Tilly US, LLP is a full-service accounting, tax and advisory firm headquartered in Chicago, Illinois. Baker Tilly operates in more than 65 offices in 21 states throughout the United States and projects its annual revenues as approximately \$1 billion. Baker Tilly is also a member of a global accounting network called Baker Tilly International that is headquartered in London, United Kingdom. The San Diego Bankruptcy and Litigation Consulting Practice is a part of the firm's Global Forensics & Litigation Services team and is comprised of experienced, seasoned professionals with acknowledged expertise and credentials in the bankruptcy field. Department members have served as fiduciaries, bankruptcy examiners, mediators, crisis managers, reorganization consultants and as accountants to trustees, debtors, creditors and creditors' committees. The firm provides a full range of services including:

- Audit and Accounting Services
- Tax Planning and Compliance
- Estate Planning
- Business Consulting
- Bankruptcy and Workout Services
- Dispute Resolution/Litigation Support
- Assignment for the Benefit of Creditors
- Management Consulting
- Fraud Investigation & Forensic Accounting
- Expert Witness
- Business Valuation
- Financial Planning
- IT Consulting
- Mergers & Acquisitions
- Recapitalizations
- Receiverships
- Real Estate Practice
- Government Reporting

Each partner of the firm is highly credentialed and has over fifteen years of experience with each having gained additional expertise in, and responsibility for, specific areas of the firm's practice.

The Bankruptcy and Litigation Consulting Practice

The San Diego Bankruptcy and Litigation Consulting Practice is comprised of experienced, seasoned professionals with acknowledged expertise and credentials in the bankruptcy field. Most of our senior insolvency professionals have earned the Certified Insolvency and Restructuring Advisor (CIRA) designation conferred by the Association of Insolvency Restructuring Advisors (AIRA) in recognition of their proficiency, expertise and experience. Department members have served as Trustees, Bankruptcy Examiners, Mediators, and Crisis Managers, and as accountants to Trustees, Debtors, Creditors and Creditors' Committees. Our broad base of experience helps produce the desired results in such areas as: bankruptcy specific services, economic and financial analysis, expert testimony, litigation support, forensic

accounting, forensic investigation and analysis, tax reporting and analysis, valuation, real estate and strategic consulting to a range of enterprises.

The Professionals

Stacy Elledge Chiang is a director in the San Diego Bankruptcy and Litigation Consulting Practice. Ms. Elledge has extensive experience providing financial analysis and consulting services primarily in the areas of insolvency and reorganization as well as other litigation and dispute matters. Her experience with receivership, chapter 11 and chapter 7 cases includes review and analysis of the Debtor's financial condition, investigation of claims and potential avoidable transfers, solvency analyses, forensic accounting and asset tracings, preparation of monthly operating reports, analyses of reorganization and liquidation plans and development of pleadings, reports and declarative testimony. Ms. Elledge serves various parties, including trustees, receivers, debtors, and creditors in cases throughout southern California. Additionally, Ms. Elledge previously provided auditing and accounting services for clients in various industries.

Prior to joining Baker Tilly, Ms. Elledge was a partner at Squar Milner LLP, a director at LECG, LLC, a shareholder at Mack|Barclay Inc. and an experienced staff analyst for Arthur Andersen.

Education

University of Illinois, Urbana-Champaign - BS Accountancy (Highest Honors)

Professional Credentials

Certified Public Accountant, California

Certified Public Accountant, Illinois

Certified in Financial Forensics

Certified Insolvency and Restructuring Advisor

(Zolfo, Cooper Gold Medal Award Recipient, AIRA)

Member, American Institute of Certified Public Accountants

Member, Association of Insolvency and Restructuring Advisors

Member, California Bankruptcy Forum

Member, San Diego Bankruptcy Forum (Treasurer, 1999 – 2001)

Associate Member, San Diego County Bar Association

Marsha Eileen Castle is a senior manager in the San Diego Bankruptcy and Litigation Consulting Practice. Ms. Castle's experience includes receivership, chapter 11 and chapter 7 cases in which the firm has been retained to provide services to receivers, trustees, creditors and debtors. Ms. Castle's responsibilities include providing tax compliance, research and consulting services for clients in various financial and business industries. Ms. Castle's experience prior to joining the Squar Milner team included investigative and forensic accounting, team leader/liaison and fraud examiner on various Ponzi scheme and fraud investigations. Ms. Castle worked closely with the Federal Bureau of Investigation, the Securities and Exchange Commission, the U.S. Attorney's office and counsel in support of their investigations and prosecutions.

The Professionals (Continued)

Additionally, Ms. Castle is versed in Sarbanes-Oxley implementation, testing and remediation and project management.

Prior to joining Baker Tilly, Ms. Castle was a senior manager at Squar Milner LLP, a senior managing consultant at LECG, LLC, a director of tax at Hays Financial Consulting, an independent consultant and a senior tax analyst at KPMG, LLP.

Education

West Texas A&M University - BA Accounting

Professional Credentials

Certified Public Accountant, California

Certified Public Accountant, Florida

Certified Public Accountant, Georgia

Certified Public Accountant, Texas

Certified Fraud Examiner

Certified Insolvency and Restructuring Advisor

Member, Association of Certified Fraud Examiners

Member, Association of Insolvency and Restructuring Advisors

Member, California Bankruptcy Forum

Member, California Receivers Forum

Member, San Diego Bankruptcy Forum

Member, San Diego Chapter of Association of Certified Fraud Examiners

Nicole Calvillo is a supervisor in the San Diego Bankruptcy and Litigation Consulting Practice. Ms. Calvillo's experience includes both chapter 11 and chapter 7 cases in which the firm has been retained to provide services to trustees, creditors, and debtors.

Prior to joining Baker Tilly, Ms. Calvillo was a supervisor at Squar Milner LLP and an associate at LECG, LLC.

Education

San Diego State University - BS Business Administration (Emphasis in Accounting)

Marjaneh Hernandez is a paraprofessional in the San Diego Bankruptcy and Litigation Consulting Practice. Ms. Hernandez's experience includes both chapter 11 and chapter 7 cases in which the firm has been retained to provide services to trustees, creditors, and debtors.

Prior to joining Baker Tilly, Ms. Hernandez was paraprofessional at Squar Milner LLP and a case assistant at LECG, LLC and at Mack|Barclay Inc.

Education

University of California Irvine - BA Film and Media Studies

The Professionals (Continued)

Katherine Gough is a Partner in the firm's Bankruptcy and Litigation Consulting Practice. She has experience in all aspects of accounting. Katherine specializes in forensic accounting, bankruptcies, receivership management and as a consultant on litigation matters. Katherine's investigative expertise has assisted in the recovery of assets in complex matters, including various Ponzi scheme and fraud investigations. Her analytical and investigative experience has also afforded her the ability to provide assistance to governmental agencies and corporations seeking support in bankruptcy situations and/or fraud investigations.

Ms. Gough has been responsible for many of the Firm's cases involving fraud detection and analysis, including all of the Firm's engagements regarding Ponzi schemes. She frequently works with investigators from the Federal Bureau of Investigation, Internal Revenue Services, U.S. Attorneys' Office, and U.S. Postal Inspector's Office, providing them with findings and supporting evidence for their respective investigations and prosecutions.

Prior to joining Baker Tilly the firm, Ms. Gough was a financial analyst at Olen Properties, a publicly held manufacturing company.

Professional Credentials

Member, Association of Certified Fraud Examiners

Member, Association of Insolvency and Restructuring Advisors

Member, Orange County Bankruptcy Forum

Member, Inland Empire Bankruptcy Forum

Member, California Bankruptcy Forum

Member and Past Board Member, International Women's Insolvency and Restructuring Confederation

Michael K. Green is the Managing Partner of the San Diego office. He is a partner in Baker Tilly's Audit and Assurance Services Department. Mr. Green was named a finalist in the 2013 "Top Influential Business Service Provider Category."

Prior to joining Baker Tilly, Mr. Green was a managing partner at Squar Milner LLP, was the COO and CFO for several public and private technology companies and was directly responsible for all finance, accounting, IT, human resources, manufacturing, sales and marketing and operational matters. He is a proven senior corporate executive with over 20 years of international finance, business and accounting experience. Mr. Green has raised over \$100 million in various types of public and private financings and has extensive merger, acquisition and licensing experience.

Before becoming a CFO, Michael spent 13 years with Price Waterhouse in various offices in the United States and Australia. He co-authored the Price Waterhouse guidebook titled "Taking Your Company Public," and the Price Waterhouse lecture series titled "Initial Public Offerings for Smaller Businesses." He also served as the Senior Manager in charge of their High Technology Industry Services Group in Boston.

The Professionals (Continued)

Education

Bachelor of Business Studies, New South Wales Institute of Technology, Sydney, Australia

Professional Credentials

Certified Public Accountant, California

Member, American Institute of Certified Public Accountants

Member, California Society of Certified Public Accountants

Member, Association of Biotechnology Financial Officers

Member, CFO Roundtable, San Diego

San Diego Holiday Bowl Red Coat Committee

Audit Committee Chair of the San Diego Humane Society

Scott Burack is a Director in the firm's Tax and Financial Services departments. Mr. Burack's areas of concentration include individual, partnership, S corporation, non-profits, estate and trust taxation with an emphasis in working with individuals, their businesses and families. Mr. Burack previously served as a Tax Partner in the firm's bankruptcy tax practice, prior to transitioning to the Financial Services department where he continues to provide tax consulting services to a variety of clients.

Prior to joining Squar Milner, Mr. Burack worked as a Senior Tax Consultant for one of the Big 4 Accounting Firms, performing services for various entities including international corporations and high net worth individuals

Education

Loyola Law School, Los Angeles, California – Juris Doctor

University of California at Santa Barbara – BA Business Economics (Honors)

Professional Credentials

Certified Public Accountant, California

Certified Financial Planner, California

Member, American Institute of Certified Public Accountants

Member, California State Bar Association

Series 7 General Securities Representative

Series 66 Uniform Combined State Law

Life-only, Accident and Health Insurance, Variable Contracts Agent, California

EXHIBIT "3"

1 Kyra E. Andrassy, Esq.
Admitted *Pro Hac Vice*
2 SMILEY WANG-EKVALL, LLP
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3 Costa Mesa, California 92626
Telephone: (714) 445-1000
4 Facsimile: (714) 445-1002
kandrassy@swelawfirm.com

5 Maria A. Gall, Esq.
6 Nevada Bar No. 14200
BALLARD SPAHR LLP
7 1980 Festival Plaza Drive, Suite 900
Las Vegas, Nevada 89135
8 Telephone: (702) 471-7000
Facsimile: (702) 471-7070
9 gallm@ballardspahr.com

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

11
12 UNITED STATES DISTRICT COURT
13 DISTRICT OF NEVADA

14 SECURITIES AND EXCHANGE
COMMISSION,

15 Plaintiff,

16 v.

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

20 Defendants.

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

**ORDER GRANTING MOTION FOR
ORDER IN AID OF RECEIVERSHIP
TO APPROVE RETENTION OF
BAKER TILLY US, LLP, AS
ACCOUNTANTS FOR TAX-RELATED
ISSUES**

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24 The Court having reviewed the *Motion for Order in Aid of Receivership to*
25 *Approve Retention of Baker Tilly US, LLP, as Accountants for Tax-Related Issues*
26 [Doc. No. ___] ("Motion"), there being no opposition to the relief sought in the Motion,
27 and the Court having found that notice of the Motion was proper and that cause exists
28 to grant the Motion,

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IT IS ORDERED AS FOLLOWS:

(1) The Motion is granted; and

(2) The Receiver is authorized to retain Baker Tilly US, LLP as accountants for the receivership estate pursuant to the terms of the engagement agreement that was submitted with the Motion and is further authorized to execute that engagement agreement.

IT IS SO ORDERED.

DATED: _____

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