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

15 SECURITIES AND EXCHANGE
COMMISSION,

16 Plaintiff,

17 v.

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

20 Defendants.

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

**MOTION TO APPROVE SETTLEMENT
WITH BANK OF AMERICA, N.A.**

[Hearing requested]

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24 Geoff Winkler (the “Receiver”), the Court-appointed Receiver of Profit Connect Wealth
25 Services, Inc. (“Profit Connect”), and its subsidiaries and affiliates, moves the Court for an order
26 approving a settlement with Bank of America, N.A. (“BANA”). This Motion is based on the below
27 memorandum of points and authorities, the exhibits hereto, all papers on file, and any argument
28 the Court may consider.

MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

After months of discussions including mediation before a seasoned mediator, the Receiver and BANA reached a tentative settlement (the “Settlement”) for \$1.825 million. The Receiver believes this is a favorable settlement under the circumstances and will provide significant value to the estate. In exchange for BANA’s payment, BANA wants protection from future allegations that it was improperly involved in the Profit Connect scheme, which BANA denies. The Settlement therefore calls for broad releases on behalf of Profit Connect as well as releases from Profit Connect investors (“Receivership Claimants”) who receive a distribution from the settlement payment. The proposed Settlement Agreement¹ memorializes this arrangement and provides investors the opportunity to opt out of and object to the Settlement.

Through this Motion, the Receiver asks the Court to approve the Settlement in two stages. First, the Court should preliminarily approve the Settlement, approve the proposed content and manner of the notice to the Receivership Claimants, and set the schedule for final approval. The Receiver will then disseminate notice. Following the notice period and the Receivership Claimants’ opportunity to opt out of or object to the Settlement, the Court should rule on final approval of the Settlement. The proposed orders included as part of the Settlement Agreement reflect the parties’ intended approval process.

For the reasons set forth below, the Court should preliminarily approve the Settlement and, following the notice, opt out, and objection window, grant final approval of the Settlement.

II. BACKGROUND AND PROCEDURAL HISTORY

The Securities and Exchange Commission initiated this action against Profit Connect, Joy Kovar, and Brent Kovar on July 8, 2021, by the sealed, *ex parte* filing of a complaint and motion for temporary restraining order seeking, among other things, the freezing of defendants’ assets and

¹ The Settlement Agreement is attached as Exhibit 1 to the supporting Declaration of Geoff Winkler (the “Receiver Decl.”), which is being filed concurrently with this Motion. Unless otherwise defined herein, all capitalized terms shall have the meaning assigned to them in the Settlement Agreement.

1 the appointment of a receiver over Profit Connect. [ECF Nos. 1-4]. The Court granted the *ex parte*
 2 temporary restraining order, in part, by allowing the asset freeze to proceed but set the motion for
 3 a hearing to provide defendants an opportunity to be heard on the temporary receivership request.
 4 [ECF No. 9].

5 On July 23, 2021, the defendants stipulated to modify the temporary restraining order to
 6 appoint the temporary receiver. [ECF No. 23]. On August 6, 2021, following another stipulation
 7 of the parties, the Court converted the temporary restraining order to a preliminary injunction and
 8 appointed the Receiver as the permanent receiver of Profit Connect. [ECF Nos. 25-26]. In its order
 9 appointing the Receiver, the Court appointed the Receiver with “full power over all ... choses in
 10 action ... of Defendant Profit Connect ... such that the receiver is immediately, authorized,
 11 empowered and directed ... to choose, engage, and employ attorneys ... [and] to investigate and,
 12 where appropriate, to institute, pursue, and prosecute all claims and causes of action of whatever
 13 kind and nature that may now or hereafter exist as a result of the activities of present or past
 14 employees or agents of Defendant[] Profit Connect.” [ECF No. 26 § X].

15 Pursuant to such direction and authority, the Receiver conducted a preliminary
 16 investigation into the involvement and conduct BANA, issuing a third-party subpoena to it for
 17 documents relating to the Profit Connect accounts, reviewing Profit Connect’s electronic data
 18 relevant to BANA’s involvement, and evaluating the nature of the banking activity that occurred.
 19 (Receiver Decl. ¶ 3). Following the Receiver’s initial assessment, he asked the Court for authority
 20 to retain Levine Kellogg Lehman Schneider + Grossman LLP (“LKLSG”) on a contingency fee
 21 basis to investigate and prosecute the Receiver’s claims against BANA.² [ECF No. 142]. On July
 22 25, 2023, the Court granted the Receiver’s request, thus approving the Receiver’s engagement of
 23 LKLSG per the proposed engagement letter and, if deemed appropriate, to pursue litigation against
 24 BANA. [ECF No. 147].

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 27 ² The Declaration of Jeffrey C. Schneider (the “Schneider Decl.”), Partner at LKLSG, is submitted
 28 in support of this Motion.

1 In the months that followed, the Receiver worked with LKLSG to fully vet the potential
 2 claims against BANA. (Receiver Decl. ¶ 5). The Receiver provided LKLSG with various
 3 documents and analyses relevant to BANA's involvement and Profit Connect's banking activity.
 4 (Receiver Decl. ¶ 5). LKLSG became acquainted with the events underlying this action, the
 5 persons involved, Profit Connect's operations and banking activity, and BANA's alleged role
 6 therein. (Schneider Decl. ¶ 3). Among other things, LKLSG searched through and reviewed
 7 thousands of documents, compiling and marking material relevant to the Receiver's claims;
 8 analyzed prior reports and other filings in this matter; assessed the financial and transactional
 9 information provided by the Receiver; conducted legal research in support of the Receiver's
 10 claims; conducted online research regarding BANA's banking services and regarding relevant
 11 nonparties to the Receiver's claims; interviewed certain relevant nonparties; and retained a private
 12 investigator to locate and interact with potential witnesses. (Schneider Decl. ¶ 4). Based on
 13 LKLSG's investigation and analysis, the Receiver determined he, on behalf of Profit Connect and
 14 the Receivership Estate, had viable claims against BANA for its involvement in the Profit Connect
 15 investment scheme.³ (Receiver Decl. ¶ 7).

16 LKLSG then prepared a draft complaint against BANA, outlining the material allegations
 17 and claims the Receiver intended to assert. (Schneider Decl. ¶ 5). On April 4, 2024, the Receiver
 18 sent BANA a demand letter attaching his draft complaint and asking BANA whether it would be
 19 agreeable to pre-suit settlement discussions.⁴ (Schneider Decl. ¶ 6). Following discussions between
 20 LKLSG and BANA's counsel, the Parties agreed to explore the possibility of a pre-suit resolution
 21 and entered into a tolling agreement to allow for such discussions. (Schneider Decl. ¶¶ 7-8).

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 25 ³ BANA has denied any knowledge of the scheme and denied having taken any acts in support of
 26 the scheme. BANA has denied any liability to the Receiver or to any putative class of scheme
 investors. BANA also contends that it has a number of viable defenses to the claims and potential
 third-party claims, all of which have been reserved.

27 ⁴ In addition, the Receiver had served on BANA demand letters dated June 23, 2023, alleging
 28 BANA's liability for certain fraudulent conveyances. (Receiver Decl. ¶ 6).

1 The Parties mediated on January 22, 2025, in Los Angeles, California, with mediator
 2 Robert A. Meyer, Esq., of JAMS. (Schneider Decl. ¶ 9). The mediation was successful, resulting
 3 in a signed term sheet memorializing the settlement between the Receiver and BANA. (Schneider
 4 Decl. ¶ 10). In the months that followed, the Receiver and BANA memorialized their settlement
 5 in a mutually agreeable settlement agreement and supporting documents. (Schneider Decl. ¶ 11).
 6 The Receiver now presents this settlement agreement to the Court for entry of orders (i)
 7 preliminary approving the settlement, setting the manner and content of notice to affected parties,
 8 and setting the approval procedure and schedule, and (ii) following the proposed approval process,
 9 approving the settlement in full.

10 **III. THE SETTLEMENT**

11 On May 1, 2025, the Receiver and BANA signed the Settlement Agreement. (Receiver
 12 Decl., Ex. 1).⁵ The Settlement Agreement, which is expressly contingent on the Court’s approval,
 13 provides for a \$1.825 million payment by BANA to the Receivership Estate. (SA § 4). In exchange,
 14 BANA is to receive a broad release from the Receiver, on behalf of Profit Connect and the
 15 Receivership Estate, for claims related to the Profit Connect Scheme, including the claims asserted
 16 in prior demands. (*Id.* § 8(a)). BANA also is to receive a similar, broad release from Non-Optout
 17 Receivership Claimants that receive a distribution from the proceeds of the Settlement Payment.
 18 (*Id.* § 8(b)). “Non-Optout Receivership Claimants” are Receivership Claimants that do not exercise
 19 their right to opt out of Settlement, thereby remaining eligible to receive a distribution from the
 20 Settlement Payment. (*Id.* § 6(a)-(b)). The Settlement is therefore structured so that, in addition to
 21 the release of Claims by the Receiver, the Settlement includes releases by the ultimate beneficiaries
 22 of the Settlement Payment.

23 To effectuate this intent, the Settlement Agreement calls for a notice and approval process
 24 designed to give notice to Receivership Claimants about the Settlement and their right to exclude
 25 themselves if they so choose or to object to the Settlement. (*Id.* § 5, Ex. B). The Notice, attached
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 28 ⁵ The Receiver cites to the Settlement Agreement as “SA” for purposes of this Motion.

as Exhibit B to the Settlement Agreement, provides a description of the Settlement and its effects if approved, advises of the right to be excluded from the distributions and releases arising under the Settlement, and advises of the process and schedule for final approval, including the deadline to object or opt out and date and location of the Final Approval Hearing. (*Id.* at Ex. B). The Receiver is required to disseminate the Notice within 30 days of the Preliminary Approval Order to the Receivership Claimants by email if known or by U.S. mail and by posting the Notice on his receivership website (<https://profitconnect-receivership.com/>). (*Id.* § 5(b)). The Receiver is also required to post on the website the date and time of the Final Approval Hearing. (*Id.*).

The Settlement Agreement allows for Receivership Claimants to exclude themselves from the distribution from proceeds of the Settlement Payment and the resulting Releases applicable to Non-Optout Receivership Claimants. (*Id.* § 6(a)). In other words, if a Receivership Claimant timely and properly submits a Request for Exclusion, they will not be eligible for a distribution from the proceeds of the Settlement, but they will not be bound by the Releases in favor of BANA, thereby retaining their right to bring a claim against BANA in connection with the Profit Connect scheme. (*See id.*). Receivership Claimants that do not opt out, *i.e.*, Non-Optout Receivership Claimants, shall be deemed to have approved the Settlement Agreement, including the Releases, and shall be eligible to receive a distribution from the Settlement Payment. (*Id.* § 6(b)). The Receiver and BANA also have entered into a Confidential Supplemental Agreement Regarding Optout Receivership Claimants, which allows BANA to terminate the Settlement Agreement if a certain agreed upon threshold of opt outs is reached. (*Id.* § 6(b)).⁶

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⁶ This supplemental agreement is submitted confidentially with this Motion, and the contents of the agreement will not be shared with the Receivership Claimants. The nondisclosure of the opt out threshold and related terms does not impact the Receivership Claimants' or the Court's ability to evaluate the fairness, reasonableness, or adequacy of the Settlement. *See Seb Inv. Mgmt. AB v. Symantec Corp.*, 2022 WL 409702, at *7 (N.D. Cal. Feb. 10, 2022). Instead, "[t]here are compelling reasons to keep this information confidential in order to prevent third parties from utilizing it for the improper purpose of obstructing the settlement and obtaining higher payouts." *Thomas v. MagnaChip Semiconductor Corp.*, 2017 WL 4750628, at *5 (N.D. Cal. Oct. 20, 2017).

1 In addition to Receivership Claimants' right to opt out, they may submit objections to the
 2 Settlement. (*Id.* § 5(a), Ex. A). The Settlement Agreement seeks that the Court set the deadline to
 3 opt out or object at least 90 days following entry of the Preliminary Approval Order and at least
 4 21 days before the Final Approval Hearing. (*Id.* § 5(a)(iv)). Under the Preliminary Approval Order,
 5 the Receiver must compile and submit to the Court all objections and opt out requests and provide
 6 such information to the Court at least 14 days before the Final Approval Hearing. (*Id.* at Ex. A ¶¶
 7 IV-V).

8 The Settlement is expressly contingent on full approval by the Court. (*Id.* § 7). Only after
 9 the Court enters the Final Approval Order does the "Effective Date" under the Settlement
 10 Agreement occur. (*Id.* § 3). Within 60 days of the Effective Date, BANA is to make the Settlement
 11 Payment. (*Id.* § 7(b)). Thereafter, the Receiver must use the net proceeds of the Settlement
 12 Payment to make distributions to Non-Optout Receivership Claimants pursuant to the previously
 13 approved claims process. (*Id.*). Upon the Non-Optout Receivership Claimants' receipt of such
 14 distribution, they are deemed to have released their Claims against BANA. (*Id.* §§ 7(b), 8(b)).

15 **IV. LEGAL ARGUMENT**

16 "The power of a district court to impose a receivership . . . derives from the inherent power
 17 of a court of equity to fashion effective relief." *SEC v. Wencke*, 622 F.2d 1363, 1369 (9th Cir.
 18 1980). "The primary purpose of equity receiverships is to promote orderly and efficient
 19 administration of the Receivership Estate by the district court for the benefit of creditors." *SEC v.*
 20 *Hardy*, 803 F.2d 1034, 1038 (9th Cir. 1986). "[T]he practice in administering an estate by a
 21 receiver . . . must accord with the historical practice in federal courts or with a local rule." Fed. R.
 22 Civ. P. 66.

23 As the Ninth Circuit explained:

24 A district court's power to supervise an equity receivership and to
 25 determine the appropriate action to be taken in the administration of
 26 the receivership is extremely broad. The district court has broad
 27 powers and wide discretion to determine the appropriate relief in an
 28 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.

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

6 Based on this framework, the Ninth Circuit will “generally uphold reasonable procedures
 7 instituted by the district court that serve this purpose.” *See Hardy*, 803 F.2d at 1038. Under this
 8 authority, the Court has the inherent authority to approve settlements involving the Receiver and
 9 the Receivership Estate and provide ancillary relief. *See SEC v. Peterson*, 129 F.4th 599, 610-11
 10 (9th Cir. 2025). For example, the Court has discretion to bar or extinguish claims of third parties
 11 when necessary to effectuate a fair and reasonable settlement that is in the best interests of the
 12 estate. *See id.*

13 To approve such a settlement, the Court must find that it is fair, adequate, and reasonable.
 14 *United States v. Edwards*, 595 F.3d 1004, 1012 (9th Cir. 2010) (“Before approving a settlement
 15 agreement, the bankruptcy court is charged with considering the ‘fairness, reasonableness, and
 16 adequacy’ of the agreement.”).⁷ Factors the Court should consider include:

- 17 (a) The probability of success in the litigation; (b) the difficulties, if any, to be
 18 encountered in the matter of collection; (c) the complexity of the litigation involved,
 19 and the expense, inconvenience and delay necessarily attending it; (d) the
 20 paramount interest of the creditors and a proper deference to their reasonable views
 21 in the premises.

22 *Id.* (quoting *In re A & C Props.*, 784 F.2d 1377, 1380–81 (9th Cir. 1986)). Moreover, compromises
 23 are generally favored, and courts generally defer to the receiver’s business judgment in resolving
 24 claims. *See Cap. Cove Bancorp LLC*, 2017 WL 11643414, at *2.

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27 ⁷ Because the goals of a receivership are similar to bankruptcy proceedings, receivership courts
 28 look to bankruptcy principles and procedure for guidance. *See SEC v. Cap. Cove Bancorp LLC*,
 No. 815CV00980JLSJCX, 2017 WL 11643414, at *2 (C.D. Cal. Mar. 16, 2017) (applying
Edwards standard for approval of settlement in receivership).

A. The Settlement is fair, adequate, and reasonable.

The Receiver submits that the Settlement is fair, reasonable, adequate, and in the best interests of the estate. (Receiver Decl. ¶ 10). It provides immediate and significant value to the estate—\$1.825 million. It is the result of extensive, arms-length negotiations between BANA and the Receiver. These discussions started with the Receiver’s demand letters, including a draft complaint outlining the theories of liability against BANA, and proceeded with informal exchanges of documents and information, and culminated with the parties’ mediation with Robert A. Meyer, Esq., of JAMS. (Schneider Decl. ¶¶ 6-10). And, once the parties reached agreement on the terms of the Settlement at mediation, they spent another few months drafting and negotiating the specific terms and procedures to effectuate their Settlement. (Schneider Decl. ¶ 11).

While the Receiver is confident in his claims against BANA, success in litigation is not guaranteed. The Receiver’s claims were based on theories of aiding and abetting, negligence, breach of statutory duties, and fraudulent conveyance. These claims rely in large part on the proving specifically the extent of BANA’s knowledge and involvement in the Profit Connect scheme by specific BANA personnel. Accordingly, success on these claims would likely depend on the fact finder’s weighing of evidence. Indeed, the claims against BANA would require extensive and complex litigation to prove BANA’s knowledge and involvement and to establish the appropriate measure of damages to the estate. In turn, these issues would require, among other things, protracted discovery into BANA’s internal communications, processes and policies (on which the Receiver would expect vigorous pushback) and expert opinions on banking matters and damages issues. As noted, BANA, a large financial institution with sophisticated defense counsel, has denied any and all liability in the matter and will defend itself vigorously against the Receiver’s claims and efforts. In fact, BANA has reserved all of its defenses and potential third-party claims which would further complicate the litigation and may not result in any recovery for Receiver.

Instead of years of litigation against BANA for an uncertain result, the Receiver is positioned to receive the Settlement Payment in a few months. This allows the Receiver to distribute funds sooner to aggrieved investors and not expend time and resources in prosecuting his claims against BANA. The Settlement therefore allows the Receiver and his professionals to

1 focus on other administration of the estate, not on marshalling evidence, producing documents and
2 sitting for deposition, and developing damages models and figures. And because of the nature of
3 the Receiver's claims and how to prove them, the Receiver expects any litigation to take at least a
4 few years and involve appellate review.

5 The amount of the Settlement Payment is also reasonable under the circumstances. The
6 Receiver's forensic accountant, John Hall, confirmed Profit Connect received over \$24 million in
7 investor inflows, with a \$22 million net cash investor balance at the time of the Receiver's
8 appointment. [ECF 111 at 14, 17]. Of the money raised, \$4.7 million went to the Kovars and over
9 \$6 million went to sales agents and employee insiders. [*Id.* at 9, 14]. And an estimated \$7.5 million
10 was dissipated on non-revenue generating assets and the unsuccessful efforts to develop a
11 supercomputer. [*Id.* at 11-12]. Post-receivership, the Receiver has recovered assets in excess of
12 \$10 million and made an initial distribution of \$8 million. [ECF 230 at 3]. Currently, the remaining
13 claims against the estate total about \$14 million. [ECF 236 at 4]. Depending on when a fact finder
14 may determine that liability attaches and the expenditures or transfers for which BANA may be
15 liable, the Receiver believes a compensatory damages judgment against BANA may range from
16 \$7.5 to \$14 million⁸. Of course, there is no guarantee that the Receiver would prevail on his claims,
17 and such recovery would take years to realize.

18 As part of the Settlement, LKLSG agreed to reduce its previously approved contingency
19 fee from 25% to 20%, for a total fee of \$365,000, inclusive of costs. This allows the Receiver to
20 dedicate approximately \$1.46 million to distributions. The net proceeds to the estate would thus
21 provide a roughly 10% return to investors on remaining claims. The Receiver believes that
22 obtaining the funds to make such a distribution now, as opposed to proceeding with litigation for
23 an uncertain result, is in the best interests of the estate. The Court should therefore find that the
24 Settlement is fair, reasonable, and adequate.

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28 ⁸ Again, BANA denies even that range of potential compensatory damages risk.

B. The proposed notice and approval process comport with due process.

“Due process requires notice and an opportunity to be heard.” *SEC v. Elliott*, 953 F.2d 1560, 1566 (11th Cir. 1992). The procedures required to satisfy due process vary “according to the nature of the right and to the type of proceedings.” *Id.* Here, the Receiver seeks to effectuate a settlement that will result in a significant recovery to the estate and for the benefit of Receivership Claimants. The affected rights are those of the Receiver, BANA, and Receivership Claimants whose Claims would be released pursuant to the Settlement Agreement and Final Approval Order. The proposed notice and approval procedures satisfy due process concerns as to the Receivership Claimants.

First, the Court already has approved the Receiver’s claims and distribution process, which followed the Receiver’s forensic accounting. [ECF No. 181, 191]. The Receivership Claimants whose Claims against BANA may be released under the Settlement Agreement are therefore known. And the Releases only become effective as to the Receivership Claimant if they receive a distribution from the net proceeds of the Settlement Payment. So, in the unlikely event a Receivership Claimant is unknown and therefore does not receive notice, they will not receive a distribution and thus not be subject to the Releases. If, alternatively, a previously unknown Receivership Claimant receives notice of the Settlement and submits a claim, the Receiver and the Court may assess whether to allow the claim for purposes of the Settlement Agreement and corresponding distribution and release. Accordingly, based on how the Releases are structured, anyone whose rights may be affected by the Settlement Agreement will receive notice of the Settlement and the opportunity to opt out or object.

Next, the manner of notice and the Notice itself are adequate. Because, as discussed above, the Receiver’s claims process is complete and has been approved, the Receiver has the most current contact information for Receivership Claimants. The Receiver will use his database to distribute the Notice and will post the Notice on his receivership website, which has been used throughout this case to keep investors informed of the proceedings. In addition, the Receiver’s team will be on standby to provide copies of the settlement documents and information to anyone upon email or telephone contact. The Notice describes the Settlement, how it may affect Receivership

1 Claimants, and what options they have. The Notice is written so that non-lawyers understand the
2 implications of the Settlement and its typeface and formatting are calculated to emphasize
3 important consequences of the Settlement, deadlines and court events, and Receivership
4 Claimants' options.

5 Finally, the proposed approval process provides an adequate opportunity for Receivership
6 Claimants to be heard by the Court. They may file an objection to the Settlement, which would be
7 presented to the Court for disposition at the Final Approval Hearing. Further, they may exclude
8 themselves from the Settlement as a whole, thereby avoiding extinguishment of their Claims
9 against BANA (but also disqualifying themselves from a distribution from the Settlement
10 Payment). The proposed schedule allows sufficient time following the notice (90 days from entry
11 of the Preliminary Approval Order) for Receivership Claimants to object or opt out.

12 The proposed Settlement thus provide sufficient notice to the parties that may be affected
13 by the Settlement and allows them the opportunity to exclude themselves from the Settlement or
14 otherwise voice their concern with the Settlement.

15 **C. The Court should preliminarily approve the Settlement and, following**
16 **the Final Approval Hearing, grant final approval of the Settlement.**

17 As set forth above, the Settlement is fair, reasonable, and adequate, and the notice and
18 approval processes comply with due process. The Receiver has used his business judgement to
19 assess the likely recovery and to reach this compromise result. The Court can consider and give
20 deference to that business judgment in approving this agreement. The Court should therefore enter
21 the Preliminary Approval Order to set in motion the Receiver's noticing obligations and the
22 approval schedule. Pursuant to the Settlement Agreement and the Preliminary Approval Order, the
23 Receiver will satisfy those obligations and report back to the Court any objections, opt outs, or
24 other issues that may arise. Following that process, the Court should exercise its discretion and
25 enter the Final Approval Order as being fair, reasonable, and in the best interests of the estate.

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1 **V. CONCLUSION**

2 Based on the foregoing, the Receiver respectfully requests entry of the Preliminary
3 Approval Order, which is provided as Exhibit “1” hereto, and, following the processes and
4 schedule set forth therein, entry of the Final Approval Order, along with such other relief the Court
5 deems just and proper.

6
7 Dated: June 5, 2025

8 By: /s/ Kyra E. Andrassy

9 KYRA E. ANDRASSY, ESQ.*

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INDEX OF EXHIBITS	
EXHIBIT	DESCRIPTION
1	ORDER (I) PRELIMINARILY APPROVING RECEIVER'S SETTLEMENT WITH BANK OF AMERICA, N.A.; (II) APPROVING FORM AND CONTENT OF NOTICE; AND (III) SETTING APPROVAL SCHEDULE AND FINAL APPROVAL HEARING