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9  
10 Attorney for Defendant,  
11 DAVID HE

12  
13 UNITED STATES DISTRICT COURT  
14 EASTERN DISTRICT OF CALIFORNIA

15 \*\*\*\*\*

16 UNITED STATES OF AMERICA. ) CASE NO.: 1:23-CR-00219-NODJ-BAM  
17 Plaintiff, )  
18 v. ) MOTION FOR REVIEW OF  
19 DAVID HE, ) DETENTION  
20 Defendant. )  
21 ) Date: April 24, 2024  
22 ) Time: 2:00 p.m.  
23 ) Hon. Erica P. Grosjean  
24 )  
25 )  
26 )  
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28 )

17 Defendant, David He moves by and through his attorney, Anthony P. Capozzi move for a  
18 Detention Review.

19 The defendant was Indicted on November 10, 2023 (Docket #14) on two Counts of  
20 Distribution of Adulterated and Misbranded Medical Devices, which occurred on December 28,  
21 2020, and January 24, 2022.

22 The defendant was also charged with making false statements in an interview with  
23 agents of the United States Food and Drug Administration which recorded on a body camera.  
24 The alleged false statements are as follows:

25 1. He was not Zhu or Jesse Zhu, and that he was instead Qiang He, aka David He;  
26 2. He was hired by UMI as a Covid-19 consultant in 2021;  
27 3. He was hired by PBI, just a couple of weeks prior to speaking with FDA officials,  
28 to coordinate the company's interactions with government agencies;

1 4. He did not know the manufacturing and distribution history for UMI or PBI; and

2 5. He did not have access to UMI or PBI's distribution records, financial records, or  
3 ownership records.

4 On November 22, 2023, Pretrial Services filed a report for a detention hearing that was  
5 held on November 22, 2023, (**EXHIBIT A**, Transcript).

6 On Page 14: 21-16:3, the Honorable Judge Stanley Boone determined that the  
7 government by a preponderance of the Evidence that the defendant was a flight risk and  
8 by a preponderance of the evidence, the defendant obstructed justice.

9 The Judge found that there were no conditions or a combination of conditions that would  
10 reasonably assure his appearance. The Court did consider the nature and circumstances of the  
11 offense as factors in assessing whether the defendant should be released on conditions. (RT  
12 15:3-13)

13 The Court further found that the defendant had no community ties, other than the nature  
14 of the allegations in the Indictment, that there are insufficient financial resources and that the  
15 Court is unaware of the accessibility at that point in time to those financial resources. (RT  
16 15:14-18)

17 David He is a Chinese Citizen who applied for Asylum in the United States on  
18 or about February 19, 2021. (**EXHIBIT B**, coversheet from attorney, no avoid personal  
19 information)

20 The Court was concerned with the different names the defendant used irrespective of  
21 the proffer that the defendant changed his name, stating that this was not an easily done and it  
22 requires a legal process in order to effectuate a name change in the United States. (RT 15: 19-  
23 25) (**EXHIBIT C**, Is the legal document establishing the name change by David He, dated  
24 August 3, 2021).

25 The Government argued that the defendant was a flight risk because six days after the  
26 government executed a search warrant at the Reedley Lab, flight records obtained by  
27 Homeland Security show that the defendant's newborn son and his mother, Zhaoyan Wang flew  
28 on a one-way ticket to China. (RT 4:1-17)

1        The Government failed to point out that the airline tickets were booked on September 3,  
2 2023, with flights scheduled for September 20, 2023. (**EXHIBIT D**, Declaration of Zhaoyan  
3 Wang regarding airline booking in Chinese and its translation. (Attachment 1)

4        Clearly, Ms. Wang and her son were not aware of the search warrant which was served  
5 on September 13, 2023. (Docket #1, Page 20, Paragraph 70) when the tickets were purchased.

6        The intention of Ms. Wang was to fly back to China on a one-way ticket to visit family  
7 and at a later date purchase a round trip ticket from China to the United States and later return to  
8 China. (**EXHIBIT D**, Declaration of Ms. Wang)

9        The defendant is a Chinese citizen with a Chinese passport and lives in a house in Las  
10 Vegas, Nevada that is owned by David Destinay Discovery.

11       Ms. Wang states in her declaration that David Destiny Discovery, LLC, invests in real  
12 estate with money from her family in China.

13       Ms. Wang also states in her declaration that:

14       a)      Universal Meditech Inc., (UMI) was established in 2015 and it is engaged in  
15                research development, manufacturing, and sales of medical invitro diagnostic  
16                reagents.

17               Wang Xiaoxiao is the current CEO of UMI with two shareholders. 70% is  
18                Guandgdi Packaging Co. Ltd., registered in Qingdao, China, and 30% is  
19                MedSauce, registered in Nevada.

20               Ms. Wang is the company manager. The main investment comes from  
21                China and the technology comes from China and Canada.

22       b)      Prestige Biotech Inc, PBI was established in 2021, and is engaged in the  
23                investment and management of medical diagnostic companies and testing  
24                institutions. Registered in Nevada.

25               Yao Xiuqin in the current CEO and company's sole shareholder and  
26                investor.

c) David Destiny Discovery, LLC., 3D was established in 2022. 3D is engaged in the sale, operation, and management of Las Vegas real estate. It is registered in Las Vegas.

Ms. Wang is the company manager.

3D is willing to post two properties as collateral: 979 Sugar Springs Drive, Las Vegas, Nevada and 1336 N. Blackwood in Clovis, California.

### Argument

As stated in the Pretrial Report (PSR) Page 1, the interview was conducted by telephone with the defendant in jail and with an interpreter at another location on the telephone.

On Page 2 of the PSR, it states:

“He was previously married from 1984 to 2014, his ex-wife and children reside in Vancouver, Canada. The defendant reported he has not had contact with his children since 2016. The defendant’s parents reside in China, and he has one brother living in New Zealand. This information remains unverified.”

This is an interview over the telephone with an interpreter and the conversation was related to his family in Canada with his ex-wife. Nothing was asked if he had additional family in the United States, but the defendant did not mention the newborn. The Declaration of Ms. Wang may reflect why the defendant did not mention the newborn or was the defendant referring to his family in Canada. This should not be considered as an obstruction under 18 U.S.C. § 1342 (f)(2)(B) which states in pertinent part:

Upon motion of the attorney for the Government or upon the judicial officers' own motion in a case that involves:

(B) A serious risk that such person will obstruct or attempt to obstruct justice, or threaten injury or intimidate, a prospective witness or juror.

The fact that the defendant did not mention a newborn son is not a serious risk that the

1 defendant obstructed anything. The significance of the new baby has nothing to do with the  
2 defendant' flight risk. This interview was a three-way call with the defendant at the jail on a cell  
3 phone, with the pretrial officer and the interpreter at different locations. The conditions were not  
4 ideal for communicating.

5 Further the Government argues that the defendant only stated he had \$10,000 - \$20,000  
6 in his personal bank accounts. There was no evidence presented that the defendant did not!  
7 However, the Government alleged that the defendant had over \$250,000, go through the  
8 company that the defendant and the mother of his son's company controlled. (EXHIBIT A,  
9 Transcript, Page 12, 3-13) (EXHIBIT E, Wells Fargo statements and checks to 3D)

10 The Wells Fargo statements and checks made out to 3D which total approximately  
11 \$250,000 are for the rent of various properties and for investments. This is nothing improper or  
12 illegal with this rent payment nor are they the personal assets of Mr. He.

13 Mr. He has retained this attorney and attorney, Kevin Little to file claims against the City  
14 of Reedley, County of Fresno and to file a civil rights action against the City of Reedley, County  
15 of Fresno and against the United States Government.

16 Further, UMI has a viable lawsuit against the owners of the property at 3900 N. Blattella  
17 Lane, in Fresno. (EXHIBIT F, Commercial Lease Agreement, and letter from Ford Tetra  
18 Partners)

19 Mr. He is in the process of retaining a real estate attorney to pursue this litigation.

21 **Proposal**

22 Zhaoyhan Wang is willing to post a 3D property in Las Vegas, Nevada, at 979 Sugar  
23 Springs Drive, and as collateral. The property is valued at approximately \$850,000. The rental  
24 property at 1336 N. Blackwood in Clovis, California valued at approximately \$450,000, would  
25 also be posted as collateral.

26 Mr. He would propose to live in the 979 Sugar Springs Drive Las Vegas, Nevada  
27 residence, with an ankle bracelet, GPS monitoring and surrender his Chinese passport.

28 Further Mr. He would propose to have two third party custodians, Michael Lin, his Las

1 Vegas attorney, and Ori Solomon, the property manager of 3D properties in Las Vegas.

2 With the total value of properties at \$1.3 million, ankle bracelet, GPS monitoring,  
3 surrendering his passport and two third party custodians, along with the defendant's claims and  
4 lawsuit against the City of Reedley, County of Fresno, and the United States Government in  
5 addition to a lawsuit against owners of 3900 N. Blattella Lane, in Fresno are sufficient factors to  
6 ensure that Mr. He would not be a flight risk.

7

8

9 **Conclusion**

10

11 It is respectfully requested that Mr. He be released with the conditions proposed.

12

13 Dated: December 21, 2023,

14 By: /s/ Anthony P. Capozzi  
15 ANTHONY P. CAPOZZI, Attorney for  
16 DAVID H

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# EXHIBIT

A

1 UNITED STATES DISTRICT COURT  
2  
3 EASTERN DISTRICT OF CALIFORNIA  
4  
5 UNITED STATES OF AMERICA, ) Case No. 23CR00219-ADA-BAM  
6 )  
7 Plaintiff, ) Fresno, California  
8 ) Wednesday,  
9 ) November 22, 2023  
vs. ) 11:00 a.m.  
10 JIA BEI ZHU, )  
11 )  
12 Defendant. )  
13 )

TRANSCRIPT OF DETENTION HEARING  
BEFORE THE HONORABLE STANLEY A. BOONE  
UNITED STATES MAGISTRATE JUDGE

## 12 APPEARANCES:

13 For the Plaintiff: JOSEPH BARTON, ESQ.  
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17 For the Defendant: ANTHONY P. CAPOZZI, ESQ.  
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For Pretrial Services: BRIAN J. BEDROSIAN  
21 Robert E. Coyle Federal  
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22 2500 Tulare Street  
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25 | Proceedings recorded by electronic sound recording;  
transcript produced by transcription service.

ii

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3 Eastern District of California  
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1                   FRESNO, CALIFORNIA WEDNESDAY, NOVEMBER 22, 2023 11:00 A.M.

2                   --oo--

3                   THE CLERK: All rise. Court is now in session  
4 before the Honorable Stanley A. Boone.

5                   THE COURT: Good morning. Please be seated.

6                   All right. Let's go to Number 2 on the calendar,  
7 United States Attorney versus Jia Bei Zhu, a/k/a David He.

8                   Appearances, please.

9                   MR. CAPOZZI: Good morning, your Honor. Tony  
10 Capozzi appearing with the Defendant, who is present in  
11 court, being assisted by a Spanish interpreter.

12                  THE COURT: Good morning, Mr. Capozzi. That's just  
13 that mic. Thank you.

14                  MR. BARTON: Good morning, your Honor. Joe Barton  
15 for the Government.

16                  THE COURT: Good morning.

17                  All right. So this matter is on for a detention  
18 hearing. I received information, Mr. Capozzi, that you were  
19 going to submit?

20                  MR. CAPOZZI: Yes, your Honor.

21                  THE COURT: Okay. All right.

22                  Mr. Barton, anything further for the record?

23                  MR. BARTON: Yes, your Honor. The Government  
24 will -- I understand that the Defendant is submitting --

25                  THE COURT: Okay.

1 MR. BARTON: -- and the Government would also, in  
2 this case, given that it is the Government's burden --

3 THE COURT: Yes, please.

4 MR. BARTON: -- would quickly add a couple things  
5 into evidence for it (sic).

6 So, formally, the Government is moving for  
7 detention on the basis of a flight risk, and also a serious  
8 risk of obstructing justice under 3142(f)(2)(A) and (B).

9 First, the Defendant -- who the Government alleges is Mr. Jia  
10 Bei Zhu -- the Government border-crossing records show that  
11 he has crossed the U.S. border over 40 times. He most  
12 recently did so in 2015. The Government obtained his  
13 fingerprints from a visa application that was submitted to  
14 the Government. The application was denied, but that is how  
15 the Government got his fingerprints.

16 THE COURT: What was the name on the visa  
17 application?

18 MR. BARTON: Jia Bei Zhu.

19 THE COURT: Jia Bei Zhu, not David He?

20 MR. BARTON: Not David He.

21 THE COURT: Okay.

22 MR. BARTON: And then from -- 2015 was the last  
23 record, border-crossing record, the Government has of Mr.  
24 Zhu, on a flight from Canada into Los Angeles, and then David  
25 He, or David He, applies for an immigration benefit in 2021,

1 also provides fingerprints and other biometrics. Those  
2 biometrics and fingerprints are a direct match to the  
3 fingerprints that were provided for Jia Bei Zhu back in 2015.

4           Then, in -- that's one piece of evidence of how the  
5 Government believes that Mr. Zhu is David He, or vice versa.

6 The other evidence is the driver's license that was found  
7 during the search warrant at the Reedley lab. There was a  
8 Canadian driver's license in the name of Jia Bei Zhu, with a  
9 photograph on it dated 2014. The Government found that  
10 photograph and compared it to Mr. Jia Bei Zhu or Mr. He, who  
11 was arrested. They believe it's the same person. That  
12 photograph of the driver's license is set forth in the  
13 complaint.

14           Also, the Government talked to several employees  
15 who had worked at the Reedley lab and previously at the  
16 company's Fresno facility, showed them photographs of Mr. He  
17 or Jia Bei Zhu, and they confirmed they knew him at Jia Bei  
18 Zhu or Jesse (phonetic) Zhu, and not David He. So those  
19 buckets of evidence are the basis of the Government's  
20 allegation that Mr. He is, in fact, Mr. Jia Bei Zhu.

21           In addition, the Government believes the Defendant  
22 poses an extreme flight risk, and particularly, about six  
23 days after the Government executed the federal search warrant  
24 at the Reedley lab, flight records obtained by Homeland  
25 Security show that Mr. Zhu's son -- he has a newborn son. He

1 did not disclose that to Pretrial Services, but the  
2 Government believes he has a newborn son who was born earlier  
3 this year, and the mother is listed as a Ms. Wang.

4           On the son's passport application, Mr. He's name is  
5 listed, so he goes on the application as being the son's  
6 father, saying he is Mr. He -- or Mr. He -- and Ms. Wang --  
7 it says they live at the same address in Las Vegas. It's the  
8 Sugar Springs address, which will be relevant here in a  
9 minute.

10           But, more importantly, flight records show that,  
11 six days after the search warrant, the mom, the son, and the  
12 mom's mother, so the son's grandmother, took one-way flights  
13 to China, with no return dates. The Government believes  
14 they're fleeing, and they're trying to get out of the  
15 country. They have -- based on the last check by the  
16 Government, they have not returned and have no plans to  
17 return to this country.

18           The Government is not sure that he is married to  
19 the son's mother, but he does have a relationship with her.  
20 It seems they share an address. They are also listed as the  
21 principals on a company called David Destiny Discovery, which  
22 the address for that company is a residence in Vegas. It's  
23 the same residence that's listed on the child -- the newborn  
24 child's passport application that Ms. Wang and Mr. He share.  
25 The Government believes that that business, to the extent

1 that it is an actual business, is operated out of that  
2 residence by them.

3           And then, more importantly, from there, David  
4 Destiny Discovery, based on bank records obtained by the  
5 Government -- the Government has shown that, just in the  
6 month of September of 2023 alone, there has been over  
7 \$250,000 transferred to David Destiny Discovery. Those  
8 checks are being deposited by Mr. He into bank accounts that  
9 he's on.

10           THE COURT: When you say, "Mr. He," are you giving  
11 me the name that's being used?

12           MR. BARTON: Yes.

13           THE COURT: Okay.

14           MR. BARTON: Yes, I am, your Honor.

15           THE COURT: All right. Thank you.

16           MR. BARTON: We believe it's the same person, but  
17 that's the name that's being used.

18           THE COURT: Got it.

19           MR. BARTON: In the Government's view, it appears  
20 that Mr. Jia Bei Zhu is trying to fully assume the identity  
21 of Mr. He at this time in all aspects of his dealings.

22           Further investigation by the Government found that  
23 the properties -- this company, David Destiny Discovery, is  
24 currently the owner on a house in Clovis valued at  
25 approximately \$500,000, a house in Las Vegas valued at

1 approximately \$800,000, two condos in Las Vegas that together  
2 are worth approximately \$800,000. Again, David Destiny --  
3 Mr. He and Wang, the mother of Mr. Wang's (sic) newborn  
4 child, are both listed as principals or managing members of  
5 this David Destiny Discovery, so the Government believes they  
6 control these properties and assets.

7 More importantly, the house in Clovis is currently  
8 being rented. Rent checks, the Government obtained all the  
9 way through August of this year, are being deposited by Mr.  
10 He. He's cashing the checks, meaning whoever is renting the  
11 property is paying Mr. He the rent, and he's doing it -- he's  
12 depositing those checks. The Government believes this shows  
13 that he has control over these assets, even though they're in  
14 the name of David Destiny Discovery. It appears that Mr. He  
15 and, likely, Ms. Wang have control over these properties that  
16 together are worth over a million dollars.

17 The Government notes that in the Defendant's  
18 Pretrial Services report, he only disclosed having 10 to  
19 \$20,000 in assets. The Government believes that's not true.  
20 The Government would say this is the second lie. The first  
21 lie is that he has not had -- that he has not had contact  
22 with his children since 2016. That's not true. He has a  
23 newborn child who was just issued a birth certificate and  
24 U.S. passport and flew to China, a passport application that  
25 he signed and submitted.

1                   THE COURT: Was the passport application a United  
2 States or a Chinese?

3                   MR. BARTON: United States passport application for  
4 the child, your Honor.

5                   THE COURT: And did it say what the nationality was  
6 of the father?

7                   MR. BARTON: China.

8                   THE COURT: Okay. And let me ask you, in the 2015  
9 entry into -- from Canada, does the United States have  
10 documentation as to his Chinese passport?

11                  MR. BARTON: Yes, it does, your Honor.

12                  THE COURT: And, again, it's in the name -- not  
13 David He?

14                  MR. BARTON: The 2015 is Jia Bei Zhu, correct.

15                  THE COURT: Jia Bei Zhu. And a Chinese passport?

16                  MR. BARTON: Correct.

17                  THE COURT: Okay.

18                  MR. BARTON: Thank you, your Honor. And then,  
19 finally, I think the -- one second, your Honor, checking my  
20 notes. And thank you.

21                  For those reasons, your Honor, the Government would  
22 submit -- or, finally, the Government would also note -- I  
23 believe the Government stated this before -- that during the  
24 various inspections that happened at the Reedley lab, Mr. He,  
25 a/k/a Jia Bei Zhu, was on bodycam speaking English fluently

1 with federal agents, state and local officials, talking about  
2 FDA rules and regulations and showing a mastery of the  
3 English language.

4 The Government believes that any allegation that he  
5 does not speak English or understand the language is not true  
6 at this point, and the Government has at least two accounts  
7 from former employees that worked at the Reedley lab, and the  
8 company's Fresno facility before that, saying that when Mr.  
9 Zhu, a/k/a Mr. He, is pressed, and under investigation or  
10 suspicion, he will feign not speaking English in order to try  
11 to avoid consequences.

12 With that, the Government would submit on its  
13 argument for detention, unless the Court has any questions.

14 THE COURT: No. You've answered my questions.  
15 Thank you, Mr. Barton.

16 Mr. Capozzi.

17 MR. CAPOZZI: I would like that discovery, because  
18 I do not have that.

19 THE COURT: Okay.

20 MR. CAPOZZI: And Defendant has told me about the  
21 Canadian citizenship and the passport, and there is --

22 THE COURT: Well, I don't know if he's a Canadian  
23 citizen. Is he a Canadian citizen?

24 MR. CAPOZZI: I believe he is. If he's got a  
25 Canadian passport, he is.

1           THE COURT: No, we were talking about a Chinese  
2 passport.

3           MR. BARTON: I believe he has -- the Government  
4 will say he has -- he at one point had lawful status in  
5 Canada. We're trying to figure -- confirm exactly --

6           THE COURT: Lawful status.

7           MR. CAPOZZI: Yes.

8           THE COURT: So I don't know if he has a passport.

9           MR. CAPOZZI: And --

10          THE COURT: I was talking about a Chinese passport.

11          MR. CAPOZZI: Yes. Okay. I don't think he came  
12 across the border illegally. I think he had a work permit,  
13 but I may be wrong.

14          THE COURT: I don't think that's what the  
15 Government is arguing.

16          MR. CAPOZZI: Okay.

17          THE COURT: It's just that, when he crossed the  
18 border, he had a Chinese passport, and it was in this name,  
19 not David He.

20          MR. CAPOZZI: That's true. Well, he would not deny  
21 that. He did change his name to David He subsequent to all  
22 of this. To say that he speaks English fluently is not true.  
23 He does speak English. Trust me, I've met with him a number  
24 of hours, and I need to have the interpreter to deal with it.

25          THE COURT: I understand that, and I don't take

1 anything that -- the fact that a Defendant is using an  
2 interpreter in their language doesn't suggest to me one thing  
3 or the other.

4 MR. CAPOZZI: Yeah.

5 THE COURT: I think the Government's point on that  
6 is that, when it's convenient, he will then say, "I don't  
7 speak English." I don't see the --

8 MR. CAPOZZI: He speaks English. There's no  
9 question about that.

10 THE COURT: Yes. Right now, obviously, somebody is  
11 more comfortable in their native language to understand  
12 proceedings.

13 MR. CAPOZZI: True.

14 THE COURT: I don't use that against anybody in a  
15 court proceeding.

16 MR. CAPOZZI: The issue with him is not that he  
17 doesn't understand English, it's communicating back in the  
18 English language as to what he understood is very difficult.  
19 But he needs an interpreter. There's no question about it.

20 We submitted -- I would ask for this new discovery.  
21 I'd like to have all that as soon as possible.

22 THE COURT: Right. I did order discovery a couple  
23 of days ago, with regard to the initial discovery, as well as  
24 reciprocal discovery. So, to the extent that he validly  
25 changed his name, which I'm not sure how he would do that in

1 the United States, having the status that he has, but that's  
2 something that you can provide in reciprocal discovery if  
3 that's of concern to you for a defense.

4 All right. Matter submitted?

5 MR. BARTON: Yes, your Honor.

6 MR. CAPOZZI: Yes, based on a report that he's a  
7 flight risk. So we don't deny that.

8 THE COURT: All right. Well, the Government --

9 MR. CAPOZZI: We're looking at putting up  
10 additional collateral.

11 THE COURT: The Government is also asking for  
12 obstruction under (f) (2) (B), right?

13 MR. BARTON: Correct, your Honor.

14 MR. CAPOZZI: Okay. What -- all right. Tell me  
15 what (f) (2) (D) (sic) is. I have no idea.

16 THE COURT: B. B as in boy. It's the obstruction  
17 of justice, but there's other components, such as  
18 intimidating a witness. He's not articulating that. He's  
19 just -- he's articulating the obstruction of justice point,  
20 and I think the argument -- well, I won't make the argument,  
21 other than I think I know what the argument is.

22 MR. BARTON: If --

23 THE COURT: Go ahead, Mr. Barton.

24 MR. BARTON: If I may, your Honor. I think the  
25 Government's primary contention for the obstruction of

1 justice prong is that the Defendant has told Pretrial  
2 Services he has \$20,000 in assets.

3                   The Government, in just a short time, has traced  
4 what it believes is, you know, nearly \$2,000,000 in assets,  
5 in just real property, and on top of that, you've got  
6 \$250,000 in monetary transfers to a company that the  
7 Defendant and the mother of his child control, finally  
8 coupled with his -- what the Government is alleging is  
9 another lie to Pretrial, that he has not had any contact with  
10 his children since 2016, when he just had a newborn child who  
11 has a U.S. passport and flew to China. For those reasons,  
12 the Government is also seeking detention on the basis of  
13 obstruction.

14                   MR. CAPOZZI: If I can reply?

15                   THE COURT: You have a --

16                   MR. CAPOZZI: Okay.

17                   THE COURT: Now I have a question.

18                   MR. CAPOZZI: Sure.

19                   THE COURT: You don't have a forfeiture allegation,  
20 though, do you, Mr. Barton?

21                   MR. BARTON: We do not at this time, your Honor.

22                   THE COURT: And is this, at least charge number  
23 one -- charge number one may be mandatory restitution, but is  
24 there an allegation, a proffer on the restitution?

25                   MR. BARTON: There -- the Government would proffer

1 that the Government at this time anticipates restitution will  
2 be in the hundreds of thousands, if not millions, of dollars.

3 THE COURT: Okay.

4 MR. BARTON: And that would -- the basis for that  
5 would be COVID tests that were distributed that should not  
6 have lawfully been distributed to customers.

7 THE COURT: Okay. Because, in order to obstruct  
8 justice, there has to be something that he's obstructing. If  
9 you don't have a forfeiture allegation, but if you have  
10 restitution, there's an argument to that.

11 MR. BARTON: Correct, your Honor, and the  
12 Government would also, in that event -- and to the extent  
13 that, in the bail context, that the Defendant was trying to  
14 create a caveat of a bond to post, the Government believes he  
15 was trying to obscure his assets to reduce the amount of bond  
16 that the Court would take.

17 THE COURT: Okay.

18 MR. BARTON: If the Court thinks he only has  
19 \$20,000, a bond would be much lower than it should be.

20 THE COURT: Okay. Now Mr. Capozzi.

21 MR. CAPOZZI: Yes. This \$20,000 was in response to  
22 a question, "What do you have in your personal bank account?"  
23 That's what he said he had. Now, the monies that the  
24 Government is talking about may have been with the  
25 corporations. I don't know.

1           THE COURT: Well, I do know that Pretrial does go  
2 through an extensive asset list --

3           MR. CAPOZZI: They did. They did.

4           THE COURT: -- through their -- and they don't  
5 report everything. Like, they just said, "These are the  
6 assets that were reported." So they don't usually go to the  
7 negative sometimes, in the report, at least.

8           Correct, Mr. Bedrosian?

9           MR. BEDROSIAN: That's correct, your Honor.

10          THE COURT: Okay. All right.

11          MR. CAPOZZI: Right. No. It was a thorough  
12 report. There's no question about it.

13          THE COURT: A what?

14          MR. CAPOZZI: It was a thorough report.

15          THE COURT: Okay.

16          MR. CAPOZZI: Yes.

17          THE COURT: Okay. I thought I -- all right.

18          Submitted?

19          MR. BARTON: Yes, your Honor.

20          MR. CAPOZZI: Yes.

21          THE COURT: Okay. All right. The Court has  
22 carefully considered the facts and circumstances, mindful of  
23 the standard under 3142 in this case. I find that the  
24 Government has shown by a preponderance of the evidence that  
25 the Defendant is a flight risk, and by preponderance of the

1 evidence that obstruction of justice would occur, and,  
2 therefore, I'm ordering him detained.

3 I find that there are no conditions or combination  
4 of conditions which would reasonably assure his appearance,  
5 and/or even to the extent the safety of the community to  
6 fashion, but I'm not ordering him detained as a danger to the  
7 community. I'm just noting that that is the balancing test  
8 that the Court is required to do under 3142.

9 I find that -- the reason for my decision is the  
10 nature and circumstance of the offense, which is the least  
11 considered factors, but, nevertheless, are factors that the  
12 Court does consider in assessing whether the Defendant should  
13 be released on conditions.

14 Additionally, the fact that he has no community  
15 ties, other than the nature of the allegations here, there  
16 is, at this point in time, insufficient financial resources,  
17 and we are unaware of accessibility at this point in time to  
18 those financial resources.

19 Frankly, the different names is of the largest  
20 concern as to this Defendant, as to who this Defendant, in  
21 fact, really is, using the various varieties of names,  
22 irrespective of the proffer that he changed his name. That's  
23 something not easily done, and it's something that requires  
24 legal process in order to effectuate that, at least in the  
25 United States.

1           So, for those reasons, he is ordered detained. His  
2 next court date -- I think I need to set that, because I  
3 don't think we set a status.

4           MR. CAPOZZI: No, it's set.

5           THE COURT: Or did we?

6           MR. CAPOZZI: Yes.

7           MR. BEDROSIAN: We did, your Honor.

8           THE COURT: We did. Okay. Thank you.

9           MR. CAPOZZI: I think it's January --

10          THE CLERK: 10th.

11          MR. CAPOZZI: Yes, the 10th. Yes.

12          THE COURT: January 10th, 2024, at 1:00 p.m. The  
13 Defendant is ordered to appear at that date and time.

14          Anything further, Mr. Capozzi?

15          MR. CAPOZZI: No, Judge. Thank you.

16          THE COURT: Mr. Barton, anything further?

17          MR. BARTON: No, your Honor. Thank you.

18          THE COURT: All right. Thank you.

19          (Proceedings concluded.)

20

21

22

23

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1 I certify that the foregoing is a correct  
2 transcript from the electronic sound recording of the  
3 proceedings in the above-entitled matter.

4

5 /s/Crystal Thomas 1/11/24  
6 Transcriber, AAERT CERT \*654 Date

7 FEDERALLY CERTIFIED TRANSCRIPT AUTHENTICATED BY:

8

9 /s/L.L. Francisco  
10 L.L. Francisco, President  
Echo Reporting, Inc.

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# EXHIBIT

B

**Demidchik  
Law Firm**

DEMIDCHIK LAW FIRM, PC  
923 E Valley Blvd Suite 268  
San Gabriel, CA 91776  
T: 626-317-0033  
F: 212-810-7257  
W: demidchiklawfirm.com  
E: contact@demidchiklawfirm.com

**VIA USPS Priority Mail**

USCIS  
California Service Center  
P.O. Box 10881  
Laguna Niguel, CA 92607-0881

February 16, 2021

FEB 19 2021

**COPY**

**RE: Asylum Application (Form I-589)**  
Applicant: HE, Qiang (D.O.B. 06/18/1964)

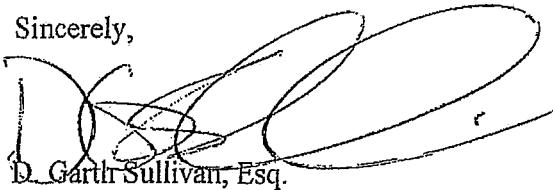
Dear Sir or Madam:

This matter is being filed pursuant to Section 208 of the Immigration and Nationality Act. To support the applicant's asylum application based upon the fear of persecution if he returns to China, we are enclosing the following documents (in duplicates):

1. Form G-28,
2. Form I-589, Application for Asylum and for Withholding of Removal with One (1) Passport-type Photo,
3. Applicant's Personal Statement, and
4. Copy of Applicant's Passport,

We greatly appreciate your assistance to this matter.

Sincerely,



D. Garth Sullivan, Esq.

DGS/lz  
Enclosure

---

Los Angeles, CA Office: 923 E Valley Blvd, Suite 268, San Gabriel, CA 91776

Flushing, NY Office: 136-18 39<sup>th</sup> Ave., 8<sup>th</sup> Floor, Flushing, NY 11354

Orlando, FL Office: 5323 Millenia Lakes Blvd. Suite 300, Orlando, FL 32839

San Jose, CA Office: 5201 Great America Parkway, Suite 3208, Santa Clara, CA 95054

Chicago, IL Office: 150 S Wacker Drive, Suite 2436, Chicago, IL 60606

# EXHIBIT

C

NC-130

ATTORNEY OR PARTY WITHOUT ATTORNEY NAME: <i>Ronni Keckstuli</i>		STATE BAR NUMBER: 201579
FIRM NAME: <i>Devinchuk Law Firm</i>		STATE: CA ZIP CODE: 91776
STREET ADDRESS: 923 E Valley Blvd, Suite 268		FAX NO: 213 807 257
CITY: San Gabriel		
TELEPHONE NO: 626 317 0033		
E-MAIL ADDRESS: <i>contact@devinchukfirm.com</i>		
ATTORNEY FOR (name) <i>Qiang He</i>		
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES		
STREET ADDRESS: 111 N HILL ST		
MAILING ADDRESS: 111 N HILL ST		
CITY AND ZIP CODE: LOS ANGELS, CA 90012		
BRANCH NAME: STANLEY MOSK		
PETITION OF (name of each petitioner): QIANG HE		
FOR CHANGE OF NAME		
DECREE CHANGING NAME		
		CASE NUMBER: <b>21STCP01218</b>

**FILED**  
Superior Court of California  
County of Los Angeles

AUG 03 2021

Sherri R. Carter, Executive Officer/Clerk  
By: *[Signature]* Deputy  
Cecilia Guerrero

1. The petition was duly considered:

- at the hearing on (date): \_\_\_\_\_ in Courtroom: \_\_\_\_\_ of the above-entitled court.
- without hearing.

**THE COURT FINDS**

- All notices required by law have been given.
- Each person whose name is to be changed identified in item 3 below  
 is not  is required to register as a sex offender under section 290 of the Penal Code.  
This determination was made (check one):  by using SLETS/CJIS  based on information provided to the clerk of the court by a local law enforcement agency.
- No objections to the proposed change of name were made.
- Objections to the proposed change of name were made by (name): \_\_\_\_\_
- It appears to the satisfaction of the court that all the allegations in the petition are true and sufficient and that the petition should be granted.
- Other findings (if any): \_\_\_\_\_

**THE COURT ORDERS**

3. The name of

Present name

New name

- QIANG HE is changed to DAVID HE
- \_\_\_\_\_ is changed to \_\_\_\_\_

Additional name changes are listed on Attachment 3.

Date: AUG 03 2021

*Michelle Williams*  
JUDGE OF THE SUPERIOR COURT

MICHELLE WILLIAMS COURT

Page 1 of 1

I certify that this is a true and correct copy of the  
original on file in this office consisting of 1 pages



SHERRI R. CARTER, Executive Officer / Clerk of the  
Superior Court of California, County of Los Angeles

Date: SEP 08 2021 By: P. MURO, Deputy

*P. MURO*

*SEP 08 2021*

# EXHIBIT

D

1 ANTHONY P. CAPOZZI, CSBN: 068525  
2 THE LAW OFFICE OF ANTHONY P. CAPOZZI  
3 1233 West Shaw Avenue, Suite 102  
4 Fresno, California 93711  
5 Telephone: (559) 221-0200  
6 Facsimile: (559) 221-7997  
7 E-Mail: [Anthony@capozzilawoffices.com](mailto:Anthony@capozzilawoffices.com)  
[www.capozzilawoffices.com](http://www.capozzilawoffices.com)

8 Attorney for Defendant,  
9 DAVID HE

10 UNITED STATES DISTRICT COURT  
11 EASTERN DISTRICT OF CALIFORNIA

12 \*\*\*\*\*

13 UNITED STATES OF AMERICA. ) CASE NO.: 1:23-CR-00219-ADA-BAM

14 Plaintiff. )

15 v. )

16 DAVID HE, )

17 Defendant. )

18 ) DECLARATION OF  
19 ) ZHAOYAN WANG

20 I, Zhaoyan Wang, declare:

21 1. I decided to take my baby back to China on September 3, 2023. On that day, I  
22 went online and booked a flight ticket departing on September 20, 2023, through the  
23 China Southern Airlines website. I first departed from Los Angeles to Guangzhou, and  
24 then departed from Guangzhou on September 22, 2023, to go to Qingdao (EXHIBIT 1),  
25 the air ticket to China) I planned to book a round-trip air ticket when I returned to the  
26 United States, because at the time I could not determine the specific time to visit my  
27 relatives in China.

28 2. David He and I made a special agreement: our relationship and information about  
29 our newborn baby will never be disclosed to outsiders. This is a traditional Chinese  
concept, and we take it very seriously.

30 3. Since 2015, the companies that I am related to that have invested in the United  
31 States are still operating as follows:

1 a) UMI (Universal Meditech Inc.) was established in 2015 and is engaged in  
2 research, development, manufacturing, and sales of medical in vitro diagnostic  
3 reagents.

4 Wang Xiaoxiao is the current CEO of UMI with two shareholders. 70% is  
5 Guangdi Packaging Co. Ltd., registered in Qingdao, China, and 30% is  
6 MedSauce, registered in Nevada. I am the company manager (Managing  
7 Director). The main investment comes from China. The technology comes from  
8 China and Canada.

9 b) PBI (Prestige Biotech Inc.) was established in 2021 and is engaged in  
10 investment and management of medical diagnostic companies and testing  
11 institutions. It is registered in Nevada.

12 Yao Xiuqin is the current CEO and the company's sole shareholder and  
13 investor.

14 c) David Destiny Discovery LLC, (3D) was established in 2022. It is  
15 mainly engaged in the sale, operation, and management of Las Vegas real estate.  
16 It is registered in Nevada. I am the company manager that mainly invests in  
17 family funds from China.

18 4. 3D is willing to post two properties as collateral: 979 Sugar Springs Drive, Las  
19 Vegas, Nevada and 1336 N. Blackwood in Clovis, California.

21 I declare under penalty of perjury the laws of the State of California that foregoing is  
22 true and correct. Executed \_\_\_\_\_ day of April of 2024, at Qingdao, China.

24 Dated: 04/18/2024.

25 By:   
26 ZHAOYAN WANG, Declarant

Case No, 1:23-CR-00219-ADA-BAM

我，王朝艷，声明：

1) 我决定于 2023 年 9 月 3 日带宝宝回国。当天，我通过南航网站上网订了 2023 年 9 月 20 日的机票，先从洛杉矶出发到广州，再于 2023 年 9 月 22 日从广州出发到青岛（附件 1，回国机票）我计划回国后再订往返机票，因为当时还不能确定回国探亲的具体时间。

2) 我和何大卫特意约定：我们的关系和新生宝宝的信息绝不会向外人透露。这是中国的传统观念，我们对此非常重视。

3) 自 2015 年以来，我所关联的在美国投资的公司仍在运营，具体如下：

a) UMI (Universal Meditech Inc,) 成立于 2015 年，从事医学体外诊断试剂的研发、制造和销售。

王晓晓是 UMI 现任 CEO，有两个股东，70% 是广迪包装有限公司，注册于中国青岛，30% 是 MedSauce，注册于内华达州，我是公司（董事总经理），主要投资来自中国，技术来自中国和加拿大。

b) PBI (Prestige Biotech Inc,) 成立于 2021 年，从事医疗诊断公司和检测机构的投资和管理。它在内华达州注册。

姚秀琴是现任首席执行官，也是公司的唯一股东和投资者。

c) David Destiny Discovery Ltd.，(3D) 成立于 2022 年。它主要从事拉斯维加斯房地产的销售、运营和管理。它在内华达州注册。我是该公司经理，主要投资来自中国的家族基金。

4) 3D 愿意提供两处房产作为抵押；内华达州拉斯维加斯 Sugar Spring Drive 979 号和加利福尼亚州克洛维斯的 N. Blackwood 1336 号。

我根据加利福尼亚州的法律声明，上述内容真实准确。于 2024 年 4 月 18 日在中国青岛签署。

日期：04/18/2024 由 王朝艳  
王朝艳，声明人

# EXHIBIT

1

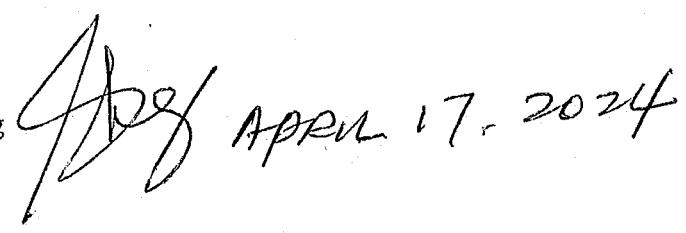
Chinese Translation:

This is the airline booking record for CEO Wang, Zhouyan and the baby infant Zhu, Yu Xiang.

The airline booking was made on September 3, 2023, for travel planned, to departure from Los Angeles on September 20<sup>th</sup> to Guangzhou China by flight CZ328 economy, then departure from Guangzhou to Qingdao on September 22, 2023, by flight CZ-3199, economy.

Translated by:

Simon Wong

 APR 17 2024

南方航空  
95539



因与预定航班起飞时间一致，  
并询问平安保  
险客服热线：95511。

【南航】尊敬的旅客，您的机票已购买成  
功。乘机人：WANG/ZHUYUXIANG；联  
程航班 2023-09-20 CZ328 航班 经济  
舱，洛杉矶机场 B 航站楼 23:50—广州  
白云国际机场 T2 航站楼 05:40，有配餐，航  
班于起飞前 60 分钟截止办理乘机手续；  
2023-09-22 CZ3199 航班 经济舱，广州  
白云国际机场 T2 航站楼 07:40—青岛胶东  
国际机场 10:40，有配餐，航班于起飞前  
40 分钟截止办理乘机手续；为避免耽误您  
的行程，请您预留足够时间在实际承运柜  
台完成办理乘机手续。票号：  
7842210073483。缔约承运人为南航，  
共支付票款 330 元，税费 224 元。温馨提示  
示：为了保障您的旅行顺畅，请仔细阅读  
出行提示信息：  
<https://m.csair.com/b/7UpNUnkKnAH> 并  
认准南航官方客服电话 95539 或登陆南航  
门户网站 [www.csair.com](http://www.csair.com)，谨防欺诈。

最新天气

航班动态

飞机维修

南方航空



# EXHIBIT

E

# Initiate Business Checking<sup>SM</sup>

September 30, 2023 ■ Page 1 of 5

WELLS  
FARGO

DAVID DESTINY DISCOVERY LLC  
979 SUGAR SPRINGS DR  
LAS VEGAS NV 89110-2936

## Questions?

Available by phone Mon-Sat 7:00am-11:00pm Eastern Time, Sun 9:00am-10:00pm Eastern Time:  
We accept all relay calls, including 711

**1-800-CALL-WELLS** (1-800-225-5935)

*En español:* 1-877-337-7454

*Online:* [wellsfargo.com/biz](http://wellsfargo.com/biz)

*Write:* Wells Fargo Bank, N.A. (825)  
P.O. Box 6995  
Portland, OR 97228-6995

## Your Business and Wells Fargo

Visit [wellsfargo.com/digitalbusinessresources](http://wellsfargo.com/digitalbusinessresources) to explore tours, articles, infographics, and other resources on the topics of money movement, account management and monitoring, security and fraud prevention, and more.

## Account options

A check mark in the box indicates you have these convenient services with your account(s). Go to [wellsfargo.com/biz](http://wellsfargo.com/biz) or call the number above if you have questions or if you would like to add new services.

Business Online Banking

Online Statements

Business Bill Pay

Business Spending Report

Overdraft Protection

## Other Wells Fargo Benefits

It's a new day for the Security Center in the Wells Fargo Mobile® app. With a new look, easier navigation, and a brand new interactive security check-up tool, you can see your security settings in one place and make sure they are up to date. It's live now, so sign-on or download the Wells Fargo Mobile app today to check it out and learn about ways to help protect your accounts and information.

### Statement period activity summary

Beginning balance on 9/1	\$22,896.48
Deposits/Credits	137,004.71
Withdrawals/Debits	- 138,378.75
<b>Ending balance on 9/30</b>	<b>\$21,522.44</b>

Account number: **1078033121**

**DAVID DESTINY DISCOVERY LLC**

*Nevada account terms and conditions apply*

For Direct Deposit use

Routing Number (RTN): 321270742

For Wire Transfers use

Routing Number (RTN): 121000248

**Overdraft Protection**

This account is not currently covered by Overdraft Protection. If you would like more information regarding Overdraft Protection and eligibility requirements please call the number listed on your statement or visit your Wells Fargo branch.

**Transaction history**

Date	Check Number	Description	Deposits/ Credits	Withdrawals/ Debits	Ending daily balance
9/1		Purchase authorized on 08/31 Love's #392 Tehachapi CA P463244195474494 Card 9230		87.35	22,809.13
9/5		WT Fed#02146 HSBC Hong Kong /Org=Titanicom Tech Limited Srf# 248609804 Trn#230905034659 Rfb# Hk105093B1456796	100,000.00		
9/5		Wire Trans Svc Charge - Sequence: 230905034659 Srf# 248609804 Trn#230905034659 Rfb# Hk105093B1456796		15.00	122,794.13
9/6		Purchase authorized on 09/05 Republic Services 866-576-5548 AZ S483248476583820 Card 9230		55.36	
9/6		Purchase authorized on 09/05 Republic Services 866-576-5548 AZ S463248775761362 Card 9230		497.15	
9/6		Purchase authorized on 09/05 Arco66134001 Las Vegas NV P000000389699346 Card 9230		63.11	122,178.51
9/7		Purchase authorized on 09/07 Arco42718001 Long Beach CA P000000679059491 Card 9230		16.89	122,161.62
9/8		Wire Trans Svc Charge - Sequence: 230908125891 Srf# 0006451251756255 Trn#230908125891 Rfb#		40.00	
9/8		Purchase authorized on 09/07 Arco66134001 Las Vegas NV P000000273558649 Card 9230		47.96	
9/8		WT Seq125891 Coo Wire Compliance /Bnf=Jian Yang Srf# 0006451251756255 Trn#230908125891 Rfb#	100,000.00		22,073.66
9/11		Direct Pay Monthly Base		10.00	
9/11		Recurring Payment authorized on 09/09 Spi*NV Energy 800-331-3103 NV S463252840458581 Card 9230		689.75	21,373.91
9/12		Purchase Return authorized on 09/11 Safeco Insurance C 800-332-3226 MA S583255199296053 Card 9230	1,608.60		22,982.51
9/13		Airbnb 4977 Airbnb SEP 12 G-6Fidh2Msn2Ul6 TRN*1*G-6Fidh2Msn2Ul6\	7,423.89		30,406.40
9/14		eDeposit IN Branch 09/14/23 12:46:18 PM 791 N Nellis Blvd Las Vegas NV 9230	4,066.98		
9/14		eDeposit IN Branch 09/14/23 04:18:08 PM 1851 E Herndon Ave Clovis CA	3,600.00		
9/14	117	Deposited OR Cashed Check		10,080.00	27,993.38
9/15		eDeposit IN Branch 09/15/23 03:52:16 PM 5410 W Charleston Blvd Las Vegas NV 9230	20,305.24		48,298.62
9/18		Recurring Payment authorized on 09/16 Wow Carwash #11 833-969-9274 NV S583259439352746 Card 9230		26.99	48,271.63
9/19		Recurring Payment authorized on 09/17 Dox*Bill Pay - Dox 866-2174483 WA S463261192558194 Card 9230		5.99	
9/19		Recurring Payment authorized on 09/17 Dox*Bill Pay - Dox 866-2174483 WA S583261216406573 Card 9230		5.99	
9/19		Recurring Payment authorized on 09/18 Cox Las Vegas Comm 800-234-3993 NV S3832614899959438 Card 9230		64.99	
9/19	114	Check		1,500.00	46,694.66
9/20		Purchase authorized on 09/20 Teso66166001 Las Vegas NV P000000487391154 Card 9230		66.68	46,627.98
9/21		Purchase authorized on 09/20 Safeco Corporation Boston MA S303264076061724 Card 9230		2,026.00	
9/21		Purchase authorized on 09/21 Arco42567001 Victorville CA P000000473631941 Card 9230		88.67	
9/21		Sunrun 8554786786 A23263 348156822233 Zhaoyan Wang		140.19	44,373.12
9/22		Sunrun 8554786786 B23264 348196666718 Zhaoyan Wang		158.48	44,214.64
9/25		Purchase authorized on 09/21 Infinity 800-782-1020 AL S583264760210103 Card 1169		609.45	43,605.19
9/26		Purchase authorized on 09/26 Arco42280001 Las Vegas NV P000000189064810 Card 9230		74.95	43,530.24

**Transaction history(continued)**

Date	Check Number	Description	Deposits/ Credits	Withdrawals/ Debits	Ending daily balance
9/28		Withdrawal Made In A Branch/Store		22,000.00	21,530.24
9/29		Cash Deposit Processing Fee		7.80	21,522.44
<b>Ending balance on 9/30</b>					<b>21,522.44</b>
<b>Totals</b>			<b>\$137,004.71</b>	<b>\$138,378.75</b>	

*The Ending Daily Balance does not reflect any pending withdrawals or holds on deposited funds that may have been outstanding on your account when your transactions posted. If you had insufficient available funds when a transaction posted, fees may have been assessed.*

**Summary of checks written** (checks listed are also displayed in the preceding Transaction history)

Number	Date	Amount	Number	Date	Amount
114	9/19	1,500.00	117 *	9/14	10,080.00

\* Gap in check sequence.

**Monthly service fee summary**

For a complete list of fees and detailed account information, see the disclosures applicable to your account or talk to a banker. Go to [wellsfargo.com/feefaq](http://wellsfargo.com/feefaq) for a link to these documents, and answers to common monthly service fee questions.

Fee period 09/01/2023 - 09/30/2023	Standard monthly service fee \$10.00	You paid \$0.00
<b>How to avoid the monthly service fee</b>	Minimum required	This fee period
Have any <b>ONE</b> of the following each fee period		
• Average ledger balance	\$1,000.00	\$42,870.00 <input checked="" type="checkbox"/>
• Minimum daily balance	\$500.00	\$21,373.91 <input checked="" type="checkbox"/>

The Monthly service fee summary period ending date shown above includes a Saturday, Sunday, or holiday which are non-business days.

Transactions occurring after the last business day of the month will be included in your next fee period.

CI/CI

**Account transaction fees summary**

Service charge description	Units used	Units included	Excess units	Service charge per excess units (\$)	Total service charge (\$)
Cash Deposited (\$)	7,600	5,000	2,600	0.0030	7.80
Transactions	7	100	0	0.50	0.00
<b>Total service charges</b>					<b>\$7.80</b>

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 **IMPORTANT ACCOUNT INFORMATION**

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**Limits to your Card**

Effective on or after August 28, 2023 in Selected Terms and Conditions for

- Wells Fargo Consumer debit and ATM cards
- Wells Fargo Campus debit and ATM cards
- Wells Fargo Business debit, ATM, and deposit cards
- Wells Fargo Advisors debit cards

In the section titled "Using your card," under subsection titled "Daily limits and funds available for using your Card" bullet titled "The limits for your Card" is deleted and replaced with:

The limits for your Card: We provide you your daily ATM withdrawal and purchase limits when you receive your Card. You can confirm your Card's daily limits by signing on to Wells Fargo Online or the Wells Fargo Mobile® app, or calling us at the number listed in the "Contact Us" section. Note: For security reasons there may be additional limits on the amount, number, or type of transactions you can make using your Card, including the geographic location of the ATM or merchant.

Please see the Wells Fargo debit and ATM card terms and conditions applicable to your card, which can be found at [www.wellsfargo.com/debit-card/terms-and-conditions](http://www.wellsfargo.com/debit-card/terms-and-conditions).

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This notice re-establishes that Wells Fargo has the right to conduct setoff for overdrawn deposit account balances, where applicable, and in accordance with your governing Deposit Account Agreement. When we exercise this right, we may reduce funds in any account you hold with us for purposes of paying the amount of the debt, either due or past due, that is owed to us as allowed by the laws governing your account. Our right of setoff won't apply if it would invalidate the tax-deferred status of any tax-deferred retirement account (e.g., a SEP or an IRA) you keep with us. To review a copy of your Deposit Account Agreement, including the provisions related to the right of setoff, please visit [wellsfargo.com/online-banking/consumer-account-fees/](http://wellsfargo.com/online-banking/consumer-account-fees/).

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NEW YORK CITY CUSTOMERS ONLY -- Pursuant to New York City regulations, we request that you contact us at 1-800-TO WELLS (1-800-869-3557) to share your language preference.

## Important Information You Should Know

- **To dispute or report inaccuracies in information we have furnished to a Consumer Reporting Agency about your accounts:** Wells Fargo Bank, N.A. may furnish information about deposit accounts to Early Warning Services. You have the right to dispute the accuracy of information that we have furnished to a consumer reporting agency by writing to us at Overdraft Collection and Recovery, P.O. Box 5058, Portland, OR 97208-5058. Include with the dispute the following information as available: Full name (First, Middle, Last), Complete address, The account number or other information to identify the account being disputed, Last four digits of your social security number, Date of Birth. Please describe the specific information that is inaccurate or in dispute and the basis for the dispute along with supporting documentation. If you believe the information furnished is the result of identity theft, please provide us with an identity theft report.
- **In case of errors or questions about other transactions (that are not electronic transfers):** Promptly review your account statement within 30 days after we made it available to you, and notify us of any errors.
- **If your account has a negative balance:** Please note that an account overdraft that is not resolved 60 days from the date the account first became overdrawn will result in closure and charge off of your account. In this event, it is important that you make arrangements to redirect recurring deposits and payments to another account. The closure will be reported to Early Warning Services. We reserve the right to close and/or charge-off your account at an earlier date, as permitted by law. The laws of some states require us to inform you that this communication is an attempt to collect a debt and that any information obtained will be used for that purpose.
- To download and print an Account Balance Calculation Worksheet(PDF) to help you balance your checking or savings account, enter [www.wellsfargo.com/balancemyaccount](http://www.wellsfargo.com/balancemyaccount) in your browser on either your computer or mobile device.

## Account Balance Calculation Worksheet

1. Use the following worksheet to calculate your overall account balance.
2. Go through your register and mark each check, withdrawal, ATM transaction, payment, deposit or other credit listed on your statement. Be sure that your register shows any interest paid into your account and any service charges, automatic payments or ATM transactions withdrawn from your account during this statement period.
3. Use the chart to the right to list any deposits, transfers to your account, outstanding checks, ATM withdrawals, ATM payments or any other withdrawals (including any from previous months) which are listed in your register but not shown on your statement.

**ENTER**

**ADD**

**B. Any deposits listed in your register or transfers into your account which are not shown on your statement.** \$ \_\_\_\_\_  
\$ \_\_\_\_\_  
\$ \_\_\_\_\_  
+ \$ \_\_\_\_\_

..... **TOTAL \$** \_\_\_\_\_

## CALCULATE THE SUBTOTAL.

(Add Parts A and B) .....

**UBTRACT**  
The total outstanding checks and  
withdrawals from the bank balance.

**CALCULATE THE ENDING BALANCE**

**CALCULATE THE ENDING BALANCE**  
(Part A + Part B - Part C)  
This amount should be the same  
as the current balance shown in  
your check register. .... **\$** \_\_\_\_\_

# Initiate Business Checking<sup>SM</sup>

October 31, 2023 ■ Page 1 of 5

WELLS  
FARGO

DAVID DESTINY DISCOVERY LLC  
979 SUGAR SPRINGS DR  
LAS VEGAS NV 89110-2936

## Questions?

Available by phone Mon-Sat 7:00am-11:00pm Eastern Time, Sun 9:00am-10:00pm Eastern Time:  
We accept all relay calls, including 711

**1-800-CALL-WELLS** (1-800-225-5935)

En español: 1-877-337-7454

Online: [wellsfargo.com/biz](http://wellsfargo.com/biz)

Write: Wells Fargo Bank, N.A. (825)  
P.O. Box 6995  
Portland, OR 97228-6995

## Your Business and Wells Fargo

Visit [wellsfargo.com/digitalbusinessresources](http://wellsfargo.com/digitalbusinessresources) to explore tours, articles, infographics, and other resources on the topics of money movement, account management and monitoring, security and fraud prevention, and more.

## Account options

A check mark in the box indicates you have these convenient services with your account(s). Go to [wellsfargo.com/biz](http://wellsfargo.com/biz) or call the number above if you have questions or if you would like to add new services.

Business Online Banking   
Online Statements   
Business Bill Pay   
Business Spending Report   
Overdraft Protection

## Other Wells Fargo Benefits

It's a new day for the Security Center in the Wells Fargo Mobile® app. With a new look, easier navigation, and a brand new interactive security check-up tool, you can see your security settings in one place and make sure they are up to date. It's live now, so sign-on or download the Wells Fargo Mobile app today to check it out and learn about ways to help protect your accounts and information.

## Statement period activity summary

Beginning balance on 10/1	\$21,522.44
Deposits/Credits	3,600.00
Withdrawals/Debits	- 10,767.57
<b>Ending balance on 10/31</b>	<b>\$14,354.87</b>

Account number: **1078033121**

**DAVID DESTINY DISCOVERY LLC**

*Nevada account terms and conditions apply*

For Direct Deposit use

Routing Number (RTN): 321270742

For Wire Transfers use

Routing Number (RTN): 121000248

**Overdraft Protection**

This account is not currently covered by Overdraft Protection. If you would like more information regarding Overdraft Protection and eligibility requirements please call the number listed on your statement or visit your Wells Fargo branch.

**Transaction history**

Date	Check Number	Description	Deposits/ Credits	Withdrawals/ Debits	Ending daily balance
10/2		Purchase authorized on 09/28 Southwest Gas 702-8767001 NV S583271636927424 Card 9230		45.64	
10/2		Recurring Payment authorized on 09/30 Cox Las Vegas Comm 800-234-3993 NV S583273419477100 Card 9230		74.99	
10/2		Zelle to Lopez Aishim on 10/02 Ref #Pp0Rlwhtwrp Garden Management Expenses IN September 20	400.00		21,001.81
10/3		Purchase authorized on 10/02 Arco66134001 Las Vegas NV P000000571859268 Card 9230		66.05	
10/3		Purchase authorized on 10/03 Arco66134001 Las Vegas NV P000000577805950 Card 9230		80.47	20,855.29
10/4		Clearview Estate Assn Dues 39796089 David Destiny Discover		220.00	
10/4		Clearview Estate Assn Dues 39796092 David Destiny Discover		220.00	20,415.29
10/6		Amerihome Mtg 1 Time Dft 100423 0165781527 Zhaoyan Wang		3,333.40	17,081.89
10/10		eDeposit IN Branch 10/10/23 11:36:57 Am 710 E Shaw Ave Fresno CA	3,600.00		
10/10		Direct Pay Monthly Base		10.00	
10/10		Purchase authorized on 10/09 Arco66134001 Las Vegas NV P000000170166661 Card 9230		65.04	20,606.85
10/11		Recurring Payment authorized on 10/09 Spi*NV Energy 800-331-3103 NV S303282453043790 Card 9230		380.22	
10/11		Recurring Payment authorized on 10/09 Spi*NV Energy 800-331-3103 NV S583282460393802 Card 9230		413.76	19,812.87
10/16		Purchase authorized on 10/12 Southwest Gas 702-8767001 NV S583285557864391 Card 9230		64.29	
10/16		Purchase authorized on 10/12 Southwest Gas 702-8767001 NV S583285558071686 Card 9230		11.48	
10/16		Purchase authorized on 10/16 Arco66198001 Las Vegas NV P000000985351106 Card 9230		70.40	19,666.70
10/17	107	Deposited OR Cashed Check		4,367.15	15,299.55
10/18		Recurring Payment authorized on 10/16 Wow Carwash #11 833-969-9274 NV S583289436438435 Card 9230		26.99	15,272.56
10/19		Recurring Payment authorized on 10/17 Dox*Bill Pay - Dox 866-2174483 WA S583291192557041 Card 9230		5.99	
10/19		Recurring Payment authorized on 10/17 Dox*Bill Pay - Dox 866-2174483 WA S383291216630222 Card 9230		5.99	15,260.58
10/20		Recurring Payment authorized on 10/19 Cox Las Vegas Comm 800-234-3993 NV S303292422226456 Card 9230		64.99	15,195.59
10/23		Recurring Payment authorized on 10/22 Republic Services 866-576-5548 AZ S463295300920031 Card 9230		51.06	
10/23		Sunrun 8554786786 A23293 510069254331 Zhaoyan Wang		140.19	
10/23		Sunrun 8554786786 B23293 510069737281 Zhaoyan Wang		158.48	14,845.86
10/25		Bill Pay Zhaolin on-Line xxxxxx1513 on 10-25		100.00	14,745.86
10/27		Purchase authorized on 10/26 Gtl*Inmate Phone S 866-516-0115 VA S383299859697811 Card 9230		28.00	
10/27		Purchase authorized on 10/26 Gtl*Inmate Phone S 866-516-0115 VA S583300001136980 Card 9230		35.00	14,682.86
10/30		Purchase authorized on 10/27 Gtl*Inmate Phone S 877-650-4249 VA S383300806081328 Card 1169		25.00	
10/30		Purchase authorized on 10/27 Gtl*Inmate Phone S 877-650-4249 VA S583301010550027 Card 1169		50.00	
10/30		Purchase authorized on 10/28 Gtl*Inmate Phone S 866-516-0115 VA S583301704067225 Card 1169		28.00	
10/30		Purchase authorized on 10/29 Gtl*Inmate Phone S 877-650-4249 VA S463302728651630 Card 9230		25.00	

**Transaction history(continued)**

Date	Check Number	Description	Deposits/ Credits	Withdrawals/ Debits	Ending daily balance
10/30		Purchase authorized on 10/29 Gtl*Inmate Phone S 877-650-4249 VA S463302783261651 Card 9230		50.00	
10/30		Purchase authorized on 10/29 Gtl*Inmate Phone S 877-650-4249 VA S303302801578904 Card 9230		25.00	14,479.86
10/31		Purchase authorized on 10/29 Gtl*Inmate Phone S 877-650-4249 VA S383303033713654 Card 9230		50.00	
10/31		Recurring Payment authorized on 10/30 Cox Las Vegas Comm 800-234-3993 NV S463303420890719 Card 9230		74.99	14,354.87
<b>Ending balance on 10/31</b>					<b>14,354.87</b>
<b>Totals</b>			<b>\$3,600.00</b>	<b>\$10,767.57</b>	

*The Ending Daily Balance does not reflect any pending withdrawals or holds on deposited funds that may have been outstanding on your account when your transactions posted. If you had insufficient available funds when a transaction posted, fees may have been assessed.*

**Summary of checks written** (checks listed are also displayed in the preceding Transaction history)

Number	Date	Amount
107	10/17	4,367.15

**Monthly service fee summary**

For a complete list of fees and detailed account information, see the disclosures applicable to your account or talk to a banker. Go to [wellsfargo.com/feefaq](http://wellsfargo.com/feefaq) for a link to these documents, and answers to common monthly service fee questions.

Fee period 10/01/2023 - 10/31/2023	Standard monthly service fee \$10.00	You paid \$0.00
<b>How to avoid the monthly service fee</b>	Minimum required	This fee period
Have any <b>ONE</b> of the following each fee period		
• Average ledger balance	\$1,000.00	\$17,270.00 <input checked="" type="checkbox"/>
• Minimum daily balance	\$500.00	\$14,354.87 <input checked="" type="checkbox"/>
CI/CI		

**Account transaction fees summary**

Service charge description	Units used	Units included	Excess units	Service charge per excess units (\$)	Total service charge (\$)
Cash Deposited (\$)	3,600	5,000	0	0.0030	0.00
Transactions	8	100	0	0.50	0.00
<b>Total service charges</b>					<b>\$0.00</b>

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## IMPORTANT ACCOUNT INFORMATION

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### Limits to your Card

Effective on or after August 28, 2023 in Selected Terms and Conditions for

- Wells Fargo Consumer debit and ATM cards
- Wells Fargo Campus debit and ATM cards
- Wells Fargo Business debit, ATM, and deposit cards
- Wells Fargo Advisors debit cards

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The limits for your Card: We provide you your daily ATM withdrawal and purchase limits when you receive your Card. You can confirm your Card's daily limits by signing on to Wells Fargo Online or the Wells Fargo Mobile® app, or calling us at the number listed in the "Contact Us" section. Note: For security reasons there may be additional limits on the amount, number, or type of transactions you can make using your Card, including the geographic location of the ATM or merchant.

Please see the Wells Fargo debit and ATM card terms and conditions applicable to your card, which can be found at [www.wellsfargo.com/debit-card/terms-and-conditions](http://www.wellsfargo.com/debit-card/terms-and-conditions).

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This notice re-establishes that Wells Fargo has the right to conduct setoff for overdrawn deposit account balances, where applicable, and in accordance with your governing Deposit Account Agreement. When we exercise this right, we may reduce funds in any account you hold with us for purposes of paying the amount of the debt, either due or past due, that is owed to us as allowed by the laws governing your account. Our right of setoff won't apply if it would invalidate the tax-deferred status of any tax-deferred retirement account (e.g., a SEP or an IRA) you keep with us. To review a copy of your Deposit Account Agreement, including the provisions related to the right of setoff, please visit [wellsfargo.com/online-banking/consumer-account-fees/](http://wellsfargo.com/online-banking/consumer-account-fees/).

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- **In case of errors or questions about other transactions (that are not electronic transfers):** Promptly review your account statement within 30 days after we made it available to you, and notify us of any errors.
- **If your account has a negative balance:** Please note that an account overdraft that is not resolved 60 days from the date the account first became overdrawn will result in closure and charge off of your account. In this event, it is important that you make arrangements to redirect recurring deposits and payments to another account. The closure will be reported to Early Warning Services. We reserve the right to close and/or charge-off your account at an earlier date, as permitted by law. The laws of some states require us to inform you that this communication is an attempt to collect a debt and that any information obtained will be used for that purpose.
- To download and print an Account Balance Calculation Worksheet(PDF) to help you balance your checking or savings account, enter [www.wellsfargo.com/balancemyaccount](http://www.wellsfargo.com/balancemyaccount) in your browser on either your computer or mobile device.

## Account Balance Calculation Worksheet

1. Use the following worksheet to calculate your overall account balance.
2. Go through your register and mark each check, withdrawal, ATM transaction, payment, deposit or other credit listed on your statement. Be sure that your register shows any interest paid into your account and any service charges, automatic payments or ATM transactions withdrawn from your account during this statement period.
3. Use the chart to the right to list any deposits, transfers to your account, outstanding checks, ATM withdrawals, ATM payments or any other withdrawals (including any from previous months) which are listed in your register but not shown on your statement.

**ENTER**

**ADD**

**B.** Any deposits listed in your register or transfers into your account which are not shown on your statement. \$ \_\_\_\_\_  
\$ \_\_\_\_\_  
\$ \_\_\_\_\_  
+ \$ \_\_\_\_\_  
  
..... TOTAL \$ \_\_\_\_\_

## CALCULATE THE SUBTOTAL

(Add Parts A and B)

.....

### SUBTRACT

**C.** The total outstanding checks and withdrawals from the chart above - \$

### CALCULATE THE ENDING BALANCE

(Part A + Part B - Part C)

This amount should be the same as the current balance shown in your check register.

**Initiate Business Checking<sup>SM</sup>**

November 30, 2023 ■ Page 1 of 5

WELLS  
FARGO

DAVID DESTINY DISCOVERY LLC  
979 SUGAR SPRINGS DR  
LAS VEGAS NV 89110-2936

**Questions?**

Available by phone Mon-Sat 7:00am-11:00pm Eastern Time, Sun 9:00am-10:00pm Eastern Time:  
We accept all relay calls, including 711

**1-800-CALL-WELLS** (1-800-225-5935)*En español: 1-877-337-7454**Online:* [wellsfargo.com/biz](http://wellsfargo.com/biz)

*Write:* Wells Fargo Bank, N.A. (825)  
P.O. Box 6995  
Portland, OR 97228-6995

**Your Business and Wells Fargo**

Visit [wellsfargo.com/digitalbusinessresources](http://wellsfargo.com/digitalbusinessresources) to explore tours, articles, infographics, and other resources on the topics of money movement, account management and monitoring, security and fraud prevention, and more.

**Account options**

A check mark in the box indicates you have these convenient services with your account(s). Go to [wellsfargo.com/biz](http://wellsfargo.com/biz) or call the number above if you have questions or if you would like to add new services.

Business Online Banking   
Online Statements   
Business Bill Pay   
Business Spending Report   
Overdraft Protection

**Tips on wiring money**

Wiring money is just like sending cash. Help protect yourself by knowing how to spot the signs of a scam. Red flags include pressure to send right away, investments that promise high returns, unexpected requests from impersonators posing as well-known organizations, and last-minute changes to established wire instructions. Consider consulting a banker before you wire money.

Learn more at [wellsfargo.com/stopwirescams](http://wellsfargo.com/stopwirescams)

**Statement period activity summary**

Beginning balance on 11/1	\$14,354.87
Deposits/Credits	9,600.00
Withdrawals/Debits	- 23,440.05
<b>Ending balance on 11/30</b>	<b>\$514.82</b>

Account number: **1078033121****DAVID DESTINY DISCOVERY LLC***Nevada account terms and conditions apply*

For Direct Deposit use

Routing Number (RTN): 321270742

For Wire Transfers use

Routing Number (RTN): 121000248

**Overdraft Protection**

This account is not currently covered by Overdraft Protection. If you would like more information regarding Overdraft Protection and eligibility requirements please call the number listed on your statement or visit your Wells Fargo branch.

**Transaction history**

Date	Check Number	Description	Deposits/ Credits	Withdrawals/ Debits	Ending daily balance
11/1		Bill Pay Thomas Business Law Group,P.C. on-Line xxxx7199 on 11-01		2,000.00	12,354.87
11/3		Bill Pay Thomas Business Law Group,P.C. on-Line xxxx7199 on 11-03		2,000.00	10,354.87
11/6		Bill Pay Thomas Business Law Group,P.C. on-Line xxxx7199 on 11-06		2,000.00	8,354.87
11/7		eDeposit IN Branch 11/07/23 02:09:07 PM 1851 E Herndon Ave Clovis CA	3,600.00		
11/7		Purchase authorized on 11/06 Sq *Thomas Business 877-417-4551 CA S463310752910376 Card 9230		700.00	
11/7		Non-WF ATM Withdrawal authorized on 11/07 20 W Shaw Ave Clovis CA 583311772273173 ATM ID 00968071 Card 1169		503.00	
11/7		Non-Wells Fargo ATM Transaction Fee		2.50	10,749.37
11/8		Non-WF ATM Balance Inquiry Fee 11/08 205 W Shaw A Clovis CA ATM ID Wwe10349 Card 1169		2.50	
11/8		Direct Pay Monthly Base		10.00	10,736.87
11/9		Purchase authorized on 11/08 Sq *Thomas Business 877-417-4551 CA S303312853677972 Card 9230		700.00	
11/9		Purchase authorized on 11/08 Gt*Inmate Phone S 866-516-0115 VA S303313062719599 Card 9230		35.00	
11/9		Purchase authorized on 11/08 Gt*Inmate Phone S 866-516-0115 VA S463313066597337 Card 9230		35.00	9,966.87
11/10		Purchase authorized on 11/08 Gt*Inmate Phone S 877-650-4249 VA S383313077427246 Card 9230		20.00	9,946.87
11/13		Purchase authorized on 11/10 Sq *Thomas Business 877-417-4551 CA S383315254676857 Card 9230		700.00	9,246.87
11/14		Purchase authorized on 11/12 Southwest Gas 702-8767001 NV S383316633256652 Card 9230		22.02	
11/14		Purchase authorized on 11/12 Southwest Gas 702-8767001 NV S383316633626372 Card 9230		34.31	
11/14		Recurring Payment authorized on 11/12 Spi*NV Energy 800-331-3103 NV S383316634312983 Card 9230		15.08	9,175.46
11/16		Purchase authorized on 11/14 Gt*Inmate Phone S 877-650-4249 VA S463319199366113 Card 9230		35.00	9,140.46
11/17		ATM Withdrawal authorized on 11/17 17799 E Colima Rd City of Indus CA 0007031 ATM ID 0824Y Card 9230		700.00	8,440.46
11/20		Recurring Payment authorized on 11/16 Wow Carwash #11 833-969-9274 NV S383320472659422 Card 9230		26.99	
11/20		Purchase authorized on 11/17 Gt*Inmate Phone S 877-650-4249 VA S463322168666252 Card 9230		25.00	
11/20		Recurring Payment authorized on 11/17 Dox*Bill Pay - Dox 866-2174483 WA S383322192666666 Card 9230		5.99	
11/20		Recurring Payment authorized on 11/17 Dox*Bill Pay - Dox 866-2174483 WA S303322216948774 Card 9230		5.99	
11/20		Purchase authorized on 11/18 Gt*Inmate Phone S 877-650-4249 VA S583322402367784 Card 9230		50.00	
11/20		Purchase authorized on 11/18 Gt*Inmate Phone S 866-516-0115 VA S303322405409647 Card 9230		35.00	
11/20		Recurring Payment authorized on 11/18 Cox Las Vegas Comm 800-234-3993 NV S303322457550511 Card 9230		64.99	8,226.50
11/21		Purchase authorized on 11/20 Sq *Thomas Business 877-417-4551 CA S383324728606167 Card 9230		700.00	
11/21		Sunrun 8554786786 A23324 511114007958 Zhaoyan Wang		143.69	7,382.81
11/22		Sunrun 8554786786 B23325 511159874047 Zhaoyan Wang		158.48	7,224.33

WELLS  
FARGO**Transaction history(continued)**

Date	Check Number	Description	Deposits/ Credits	Withdrawals/ Debits	Ending daily balance
11/24		Bill Pay Payment Return on 11-24 for Thomas Business Law Group,P.C.	2,000.00		
11/24		Bill Pay Payment Return on 11-24 for Thomas Business Law Group,P.C.	2,000.00		
11/24		Bill Pay Payment Return on 11-24 for Thomas Business Law Group,P.C.	2,000.00		
11/24		Purchase authorized on 11/22 Gt!*Inmate Phone S 877-650-4249 VA S303327070837030 Card 9230		25.00	13,199.33
11/28		Purchase authorized on 11/27 Gt!*Inmate Phone S 877-650-4249 VA S583331821116674 Card 9230		25.00	
11/28		Purchase authorized on 11/27 Gt!*Inmate Phone S 877-650-4249 VA S303331841428619 Card 9230		100.00	
11/28		Purchase authorized on 11/27 Sq *Thomas Business 877-417-4551 CA S303332010897021 Card 9230	7,000.00		6,074.33
11/30		Purchase authorized on 11/28 Gt!*Inmate Phone S 866-516-0115 VA S383333145742970 Card 9230		28.00	
11/30	<	Business to Business ACH Debit - County of Fresno County of 112923 David Destiny Discover	5,531.51		514.82
<b>Ending balance on 11/30</b>					<b>514.82</b>
<b>Totals</b>					<b>\$9,600.00      \$23,440.05</b>

The Ending Daily Balance does not reflect any pending withdrawals or holds on deposited funds that may have been outstanding on your account when your transactions posted. If you had insufficient available funds when a transaction posted, fees may have been assessed.

< **Business to Business ACH:** If this is a business account, this transaction has a return time frame of one business day from post date. This time frame does not apply to consumer accounts.

**Monthly service fee summary**

For a complete list of fees and detailed account information, see the disclosures applicable to your account or talk to a banker. Go to [wellsfargo.com/feefaq](http://wellsfargo.com/feefaq) for a link to these documents, and answers to common monthly service fee questions.

Fee period 11/01/2023 - 11/30/2023	Standard monthly service fee \$10.00	You paid \$0.00
<b>How to avoid the monthly service fee</b>	Minimum required	This fee period
Have any <b>ONE</b> of the following each fee period		
<ul style="list-style-type: none"> <li>• Average ledger balance</li> <li>• Minimum daily balance</li> </ul>	\$1,000.00 \$500.00	\$9,433.00 <input checked="" type="checkbox"/> \$514.82 <input checked="" type="checkbox"/>

C1/C1

**Account transaction fees summary**

Service charge description	Units used	Units included	Excess units	Service charge per excess units (\$)	Total service charge (\$)
Cash Deposited (\$)	3,600	5,000	0	0.0030	0.00
Transactions	8	100	0	0.50	0.00
<b>Total service charges</b>					<b>\$0.00</b>

---



## IMPORTANT ACCOUNT INFORMATION

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### Limits to your Card

Effective on or after August 28, 2023 in Selected Terms and Conditions for

- Wells Fargo Consumer debit and ATM cards
- Wells Fargo Campus debit and ATM cards
- Wells Fargo Business debit, ATM, and deposit cards
- Wells Fargo Advisors debit cards

In the section titled "Using your card," under subsection titled "Daily limits and funds available for using your Card" bullet titled "The limits for your Card" is deleted and replaced with:

The limits for your Card: We provide you your daily ATM withdrawal and purchase limits when you receive your Card. You can confirm your Card's daily limits by signing on to Wells Fargo Online or the Wells Fargo Mobile® app, or calling us at the number listed in the "Contact Us" section. Note: For security reasons there may be additional limits on the amount, number, or type of transactions you can make using your Card, including the geographic location of the ATM or merchant.

Please see the Wells Fargo debit and ATM card terms and conditions applicable to your card, which can be found at [www.wellsfargo.com/debit-card/terms-and-conditions](http://www.wellsfargo.com/debit-card/terms-and-conditions).

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This notice re-establishes that Wells Fargo has the right to conduct setoff for overdrawn deposit account balances, where applicable, and in accordance with your governing Deposit Account Agreement. When we exercise this right, we may reduce funds in any account you hold with us for purposes of paying the amount of the debt, either due or past due, that is owed to us as allowed by the laws governing your account. Our right of setoff won't apply if it would invalidate the tax-deferred status of any tax-deferred retirement account (e.g., a SEP or an IRA) you keep with us. To review a copy of your Deposit Account Agreement, including the provisions related to the right of setoff, please visit [wellsfargo.com/online-banking/consumer-account-fees/](http://wellsfargo.com/online-banking/consumer-account-fees/).

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NEW YORK CITY CUSTOMERS ONLY -- Pursuant to New York City regulations, we request that you contact us at 1-800-TO WELLS (1-800-869-3557) to share your language preference.

## Important Information You Should Know

- **To dispute or report inaccuracies in information we have furnished to a Consumer Reporting Agency about your accounts:** Wells Fargo Bank, N.A. may furnish information about deposit accounts to Early Warning Services. You have the right to dispute the accuracy of information that we have furnished to a consumer reporting agency by writing to us at Overdraft Collection and Recovery, P.O. Box 5058, Portland, OR 97208-5058. Include with the dispute the following information as available: Full name (First, Middle, Last), Complete address, The account number or other information to identify the account being disputed, Last four digits of your social security number, Date of Birth. Please describe the specific information that is inaccurate or in dispute and the basis for the dispute along with supporting documentation. If you believe the information furnished is the result of identity theft, please provide us with an identity theft report.
- **In case of errors or questions about other transactions (that are not electronic transfers):** Promptly review your account statement within 30 days after we made it available to you, and notify us of any errors.
- **If your account has a negative balance:** Please note that an account overdraft that is not resolved 60 days from the date the account first became overdrawn will result in closure and charge off of your account. In this event, it is important that you make arrangements to redirect recurring deposits and payments to another account. The closure will be reported to Early Warning Services. We reserve the right to close and/or charge-off your account at an earlier date, as permitted by law. The laws of some states require us to inform you that this communication is an attempt to collect a debt and that any information obtained will be used for that purpose.
- To download and print an Account Balance Calculation Worksheet(PDF) to help you balance your checking or savings account, enter [www.wellsfargo.com/balancemyaccount](http://www.wellsfargo.com/balancemyaccount) in your browser on either your computer or mobile device.

## Account Balance Calculation Worksheet

1. Use the following worksheet to calculate your overall account balance.
2. Go through your register and mark each check, withdrawal, ATM transaction, payment, deposit or other credit listed on your statement. Be sure that your register shows any interest paid into your account and any service charges, automatic payments or ATM transactions withdrawn from your account during this statement period.
3. Use the chart to the right to list any deposits, transfers to your account, outstanding checks, ATM withdrawals, ATM payments or any other withdrawals (including any from previous months) which are listed in your register but not shown on your statement.

**ENTER**

**ADD**

**B. Any deposits listed in your register or transfers into your account which are not shown on your statement.** \$ \_\_\_\_\_  
\$ \_\_\_\_\_  
\$ \_\_\_\_\_  
+ \$ \_\_\_\_\_  
..... **TOTAL \$**

## CALCULATE THE SUBTOTAL

(Add Parts A and B)

**TOTAL \$** \_\_\_\_\_

## SUBTRACT

C. The total outstanding checks and  
withdrawals from the chart above ..... - \$

## CALCULATE THE ENDING BALANCE

(Part A + Part B - Part C)

This amount should be the same as the current balance shown in your check register. ....

# Initiate Business Checking<sup>SM</sup>

December 31, 2023 ■ Page 1 of 4

WELLS  
FARGO

DAVID DESTINY DISCOVERY LLC  
979 SUGAR SPRINGS DR  
LAS VEGAS NV 89110-2936

## Questions?

Available by phone Mon-Sat 7:00am-11:00pm Eastern Time, Sun 9:00am-10:00pm Eastern Time:  
We accept all relay calls, including 711

**1-800-CALL-WELLS** (1-800-225-5935)

*En español:* 1-877-337-7454

*Online:* [wellsfargo.com/biz](http://wellsfargo.com/biz)

*Write:* Wells Fargo Bank, N.A. (825)  
P.O. Box 6995  
Portland, OR 97228-6995

## Your Business and Wells Fargo

Visit [wellsfargo.com/digitalbusinessresources](http://wellsfargo.com/digitalbusinessresources) to explore tours, articles, infographics, and other resources on the topics of money movement, account management and monitoring, security and fraud prevention, and more.

## Account options

A check mark in the box indicates you have these convenient services with your account(s). Go to [wellsfargo.com/biz](http://wellsfargo.com/biz) or call the number above if you have questions or if you would like to add new services.

Business Online Banking

Online Statements

Business Bill Pay

Business Spending Report

Overdraft Protection

## Tips on wiring money

Wiring money is just like sending cash. Help protect yourself by knowing how to spot the signs of a scam. Red flags include pressure to send right away, investments that promise high returns, unexpected requests from impersonators posing as well-known organizations, and last-minute changes to established wire instructions. Consider consulting a banker before you wire money.

Learn more at [wellsfargo.com/stopwirescams](http://wellsfargo.com/stopwirescams)

## Statement period activity summary

Beginning balance on 12/1	\$514.82
Deposits/Credits	3,600.00
Withdrawals/Debits	- 727.15
<b>Ending balance on 12/31</b>	<b>\$3,387.67</b>

Account number: **1078033121**

**DAVID DESTINY DISCOVERY LLC**

*Nevada account terms and conditions apply*

For Direct Deposit use

Routing Number (RTN): 321270742

For Wire Transfers use

Routing Number (RTN): 121000248

**Overdraft Protection**

This account is not currently covered by Overdraft Protection. If you would like more information regarding Overdraft Protection and eligibility requirements please call the number listed on your statement or visit your Wells Fargo branch.

**Transaction history**

Date	Check Number	Description	Deposits/ Credits	Withdrawals/ Debits	Ending daily balance
12/1		Recurring Payment authorized on 11/30 Cox Las Vegas Comm 800-234-3993 NV S383334457604131 Card 9230		74.99	439.83
12/4		Purchase authorized on 12/01 Gtl*Inmate Phone S 866-516-0115 VA S383336200241321 Card 9230		28.00	411.83
12/6		Purchase authorized on 12/04 Gtl*Inmate Phone S 877-650-4249 VA S303339136701172 Card 9230		30.00	381.83
12/8		Direct Pay Monthly Base		10.00	371.83
12/11		Purchase authorized on 12/09 Gtl*Inmate Phone S 877-650-4249 VA S583344030509251 Card 9230		25.00	346.83
12/12		Purchase authorized on 12/10 Gtl*Inmate Phone S 877-650-4249 VA S583345078045432 Card 9230		25.00	321.83
12/13		Purchase authorized on 12/11 Gtl*Inmate Phone S 877-650-4249 VA S383346084691362 Card 9230		100.00	221.83
12/18		Purchase authorized on 12/14 Southwest Gas 702-8767001 NV S383348616369333 Card 9230		22.02	
12/18		Purchase authorized on 12/14 Southwest Gas 702-8767001 NV S583348616656019 Card 9230		19.99	
12/18		Purchase authorized on 12/17 Gtl*Inmate Phone S 877-650-4249 VA S303351827560626 Card 9230		50.00	
12/18		Purchase authorized on 12/17 Gtl*Inmate Phone S 866-516-0115 VA S383351835964324 Card 9230		28.00	101.82
12/19		eDeposit IN Branch 12/19/23 01:39:13 PM 710 E Shaw Ave Fresno CA	3,600.00		
12/19		Recurring Payment authorized on 12/17 Dox*Bill Pay - Dox 866-2174483 WA S303352198401915 Card 9230		5.99	
12/19		Recurring Payment authorized on 12/17 Dox*Bill Pay - Dox 866-2174483 WA S383352207625716 Card 9230		5.99	3,689.84
12/21		Sunrun 8554786786 A23354 411215436347 Zhaoyan Wang		143.69	3,546.15
12/22		Sunrun 8554786786 B23355 411234500118 Zhaoyan Wang		158.48	3,387.67
<b>Ending balance on 12/31</b>					<b>3,387.67</b>
<b>Totals</b>			<b>\$3,600.00</b>	<b>\$727.15</b>	

*The Ending Daily Balance does not reflect any pending withdrawals or holds on deposited funds that may have been outstanding on your account when your transactions posted. If you had insufficient available funds when a transaction posted, fees may have been assessed.*

**Monthly service fee summary**

For a complete list of fees and detailed account information, see the disclosures applicable to your account or talk to a banker. Go to [wellsfargo.com/feefaq](http://wellsfargo.com/feefaq) for a link to these documents, and answers to common monthly service fee questions.

Fee period 12/01/2023 - 12/31/2023	Standard monthly service fee \$10.00	You paid \$0.00
The bank has waived the fee for this fee period.		
<b>How to avoid the monthly service fee</b>	Minimum required	This fee period
Have any <b>ONE</b> of the following each fee period		
• Average ledger balance	\$1,000.00	\$1,636.00 <input checked="" type="checkbox"/>
• Minimum daily balance	\$500.00	\$101.82 <input type="checkbox"/>

---

**Monthly service fee summary (continued)**

The Monthly service fee summary fee period ending date shown above includes a Saturday, Sunday, or holiday which are non-business days. Transactions occurring after the last business day of the month will be included in your next fee period.

CI/C1

---

**Account transaction fees summary**

<i>Service charge description</i>	<i>Units used</i>	<i>Units included</i>	<i>Excess units</i>	<i>Service charge per excess units (\$)</i>	<i>Total service charge (\$)</i>
Cash Deposited (\$)	3,600	5,000	0	0.0030	0.00
Transactions	2	100	0	0.50	0.00
<b>Total service charges</b>					<b>\$0.00</b>



## IMPORTANT ACCOUNT INFORMATION

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NEW YORK CITY CUSTOMERS ONLY -- Pursuant to New York City regulations, we request that you contact us at 1-800-TO WELLS (1-800-869-3557) to share your language preference.

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**Tax Season Reminder:** Wells Fargo delivers tax documents - either by mail or online depending on your delivery preference - no later than January 31 or by the IRS deadline of February 15 for brokerage accounts. Depending on the U.S. Postal delivery service, you should expect to receive your tax documents no later than the end of February. You can update your tax document delivery preferences by visiting Wells Fargo Online®.

The Internal Revenue Service (IRS) requires Wells Fargo to report information regarding the amount of interest, dividend or miscellaneous income earned as well as gross proceeds from sales by providing you with various IRS Forms 1099 based on the different types of transactions that occurred in your account during the calendar tax year. For example, if you have interest in the amount of \$10 or more during that timeframe, you will receive a Form 1099-INT from Wells Fargo.

For more information, visit Wells Fargo Tax Center at <https://www.wellsfargo.com/tax-center/>.



## Important Information You Should Know

- **To dispute or report inaccuracies in information we have furnished to a Consumer Reporting Agency about your accounts:** Wells Fargo Bank, N.A. may furnish information about deposit accounts to Early Warning Services. You have the right to dispute the accuracy of information that we have furnished to a consumer reporting agency by writing to us at Overdraft Collection and Recovery, P.O. Box 5058, Portland, OR 97208-5058. Include with the dispute the following information as available: Full name (First, Middle, Last), Complete address, The account number or other information to identify the account being disputed, Last four digits of your social security number, Date of Birth. Please describe the specific information that is inaccurate or in dispute and the basis for the dispute along with supporting documentation. If you believe the information furnished is the result of identity theft, please provide us with an identity theft report.
- **In case of errors or questions about other transactions (that are not electronic transfers):** Promptly review your account statement within 30 days after we made it available to you, and notify us of any errors.
- **If your account has a negative balance:** Please note that an account overdraft that is not resolved 60 days from the date the account first became overdrawn will result in closure and charge off of your account. In this event, it is important that you make arrangements to redirect recurring deposits and payments to another account. The closure will be reported to Early Warning Services. We reserve the right to close and/or charge-off your account at an earlier date, as permitted by law. The laws of some states require us to inform you that this communication is an attempt to collect a debt and that any information obtained will be used for that purpose.
- To download and print an Account Balance Calculation Worksheet(PDF) to help you balance your checking or savings account, enter [www.wellsfargo.com/balancemyaccount](http://www.wellsfargo.com/balancemyaccount) in your browser on either your computer or mobile device.

## Account Balance Calculation Worksheet

1. Use the following worksheet to calculate your overall account balance.
2. Go through your register and mark each check, withdrawal, ATM transaction, payment, deposit or other credit listed on your statement. Be sure that your register shows any interest paid into your account and any service charges, automatic payments or ATM transactions withdrawn from your account during this statement period.
3. Use the chart to the right to list any deposits, transfers to your account, outstanding checks, ATM withdrawals, ATM payments or any other withdrawals (including any from previous months) which are listed in your register but not shown on your statement.

**ENTER**

**A. The ending balance  
shown on your statement . . . . . \$**

ADD

## CALCULATE THE SUBTOTAL

(Add Parts A and B)

..... **TOTAL \$** \_\_\_\_\_

## SUBTRACT

C. The total outstanding checks and withdrawals from the chart above . . . . . - \$

## CALCULATE THE ENDING BALANCE

(Part A + Part B - Part C)

This amount should be the same as the current balance shown in your check register. . . . .

Site	Paid Date	Serial	Routing	Account	PC	Amount	Sequence #	Capture Source
VIEWPOINTE	20230123	3282335	10310055	00000160011128706	000000	4,000.00	2343730091	00010064

THIS DOCUMENT HAS A TRUE WATERMARK. THE FRONT OF THE DOCUMENT HAS A MICRO-PRINT SIGNATURE LINE AND HOLOGRAM. ABSENCE OF THESE FEATURES WILL INDICATE A COPY.

ISSUED BY: MONEYGRAM PAYMENT SYSTEMS, INC., P.O. BOX 9476, MINNEAPOLIS, MN 55460  
DRAWEE: BOKF, NA, EUFAULA, OK  
49-551031

**Educational Employees CREDIT UNION**  
P.O. BOX 5242 • FRESNO, CALIFORNIA 93755 • (559) 437-7700

**CHECK NO : 3282335**

DATE	AMOUNT
18JAN23	\$ **4000.00

PAY FOUR THOUSAND AND 00/100 DOLLARS

TO DAVID DESTINY DISCOVERY, LLC\*\*\*  
ORDER PURCHASED BY:MICHAEL SCHMITZ JR  
OF

DRAWER: EDUCATIONAL EMPLOYEES CREDIT UNION

*Signature* MP

AUTHORIZED SIGNATURE

E3798 / M745783-C

3282335 10310055160011128706

CREDITED TO THE ACCOUNT OF  
WITHDRAWN BY PAYEE  
LACK OF FUNDING/REFUND GUARANTEED  
WELLS FARGO BANK, N.A.  
AU00163

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Site	Paid Date	Serial	Routing	Account	PC	Amount	Sequence #	Capture Source
VIEWPOINTE	20230202	3286026	10310055	00000160011128706	000000	3,500.00	2343734932	00010064

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ISSUED BY: MONEYGRAM PAYMENT SYSTEMS, INC., P.O. BOX 9476, MINNEAPOLIS, MN 55480  
DRAWEE: BOKF, NA, EUFAULA, OK  
49-65/1031

**Educational Employees CREDIT UNION**  
P.O. BOX 5242 • FRESNO, CALIFORNIA 93755 • (559) 437-7700

**CHECK NO : 3286026**

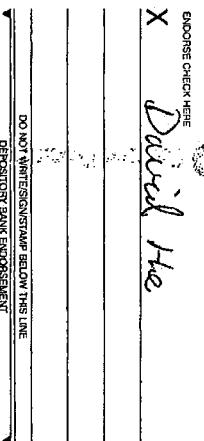
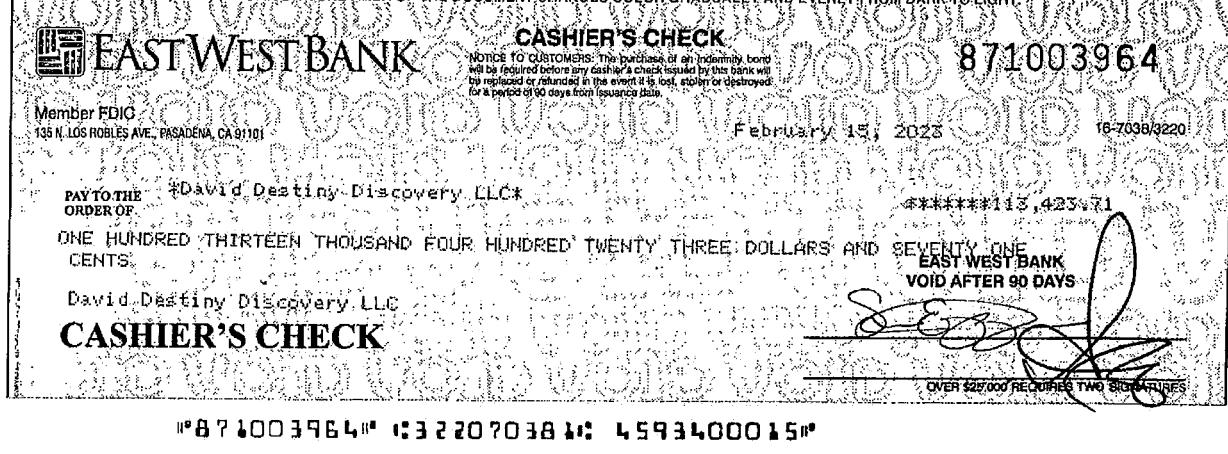
PAY	THREE THOUSAND FIVE HUNDRED AND 00/100 DOLLARS
TO THE ORDER OF	DAVID DESTINY DISCOVERY, LLC*** PURCHASED BY: MICHAEL SCHMITZ JR
DRAWER: EDUCATIONAL EMPLOYEES CREDIT UNION	
 <small>AUTHORIZED SIGNATURE</small>	

3286026+10310055+0160011128706

CREDITED TO THE ACCOUNT OF  
WITHIN NAMED PAYEE  
LACK OF ENDORSEMENT GUARANTEED  
AU0163 WELLS FARGO BANK, N.A.  
AU0163

Site	Paid Date	Serial	Routing	Account	PC	Amount	Sequence #	Capture Source
VIEWPOINTE	20230216	871003964	32207038	00000004593400015	000000	113,423.71	6847555086	00010064

THIS MULTI-TONE AREA OF THE DOCUMENT CHANGES COLOR GRADUALLY FROM DARK TO LIGHT



Site	Paid Date	Serial	Routing	Account	PC	Amount	Sequence #	Capture Source
VIEWPOINTE	20230306	-	32117259	0000000004439680	001058	3,470.00	1184374999	00010064

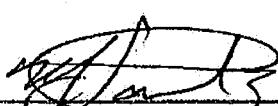
**MICHAEL SCHMITZ**  
2681 GOSHEN AVE  
CLOVIS, CA 93611-8177

**1058**  
90-7259/3211

3-4-23 *Date*

**Pay to the  
Order of** David Destiny Discovery LLC **\$ 3470.00**  
Thirteen thousand four hundred seventy dollars and 91/100 - Dollars

**Educational  
Employees** 1-800-538-3328  
CREDIT UNION [www.myeeu.org](http://www.myeeu.org)

**For** 

**13211725940000000044396801058**

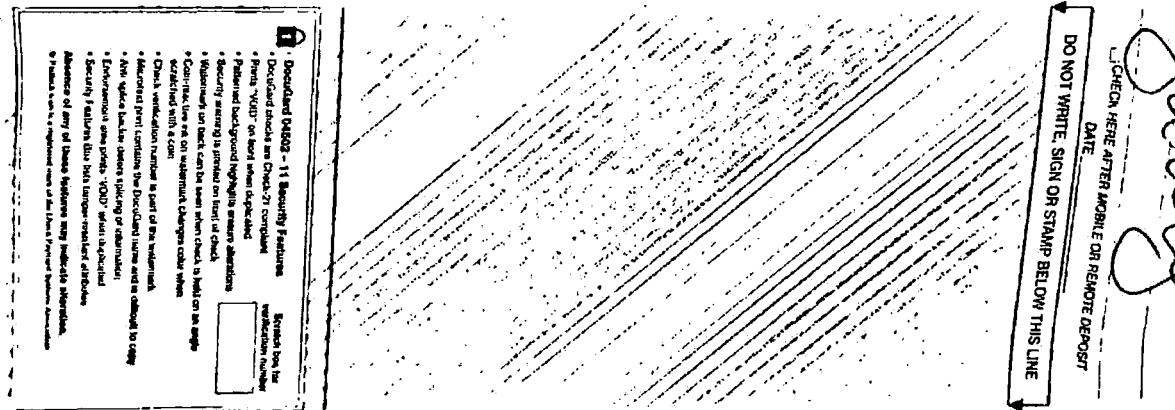
<p>Security features exceed industry standards and include:</p> <ul style="list-style-type: none"> <li>• Watermark on front and back of check and check number</li> <li>• On back of check, Hologram and 3D</li> <li>• Money order • Magnetic ink check mark to indicate check has been deposited in a mobile device</li> <li>• The Security Window pattern on back designed to deter fraud</li> <li>• Microprinting • First point of contact and 3D</li> <li>• The words "ORIGINAL DOCUMENT" across the back</li> <li>• Photo Safe Deposit • Icon visible on front and back</li> </ul> <p>Do not accept if:</p> <ul style="list-style-type: none"> <li>• Any of the features listed above are claimed to appear altered</li> <li>• Signature has been altered to look like my signature</li> <li>• Brown stains or colored spots appear on both front and back</li> <p> </p> </ul>		<p><b>CREDITED TO THE ACCOUNT OF</b> <b>WITHIN NAMED PAYEE</b> <b>BACK OF ENDORSEMENT GUARANTEED</b> <b>WELLSFARGO BANK, N.A.</b></p> <p><input type="checkbox"/> <b>AUDITS</b> <input checked="" type="checkbox"/> <b>CHECK BOX FOR MOBILE REBATE</b> <input type="checkbox"/> <b>1184374999</b></p> <p><b>WELLSFARGO BANK, N.A.</b> Name of financial institution on back</p>	<p><b>ENDORSE HERE</b></p> <p><b>X</b></p>
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<u>Site</u>	<u>Paid Date</u>	<u>Serial</u>	<u>Routing</u>	<u>Account</u>	<u>PC</u>	<u>Amount</u>	<u>Sequence #</u>	<u>Capture Source</u>
VIEWPOINTE	20230403	64314	12240177	0000008285079752	000000	200.00	6383070774	00010043

TO VERIFY AUTHENTICITY, SEE REVERSE SIDE FOR DESCRIPTION OF THE 11 SECURITY FEATURES		
<b>Security 1st Title of Nevada</b> Escrow Trust 9500 Hillwood Drive Suite 110 Las Vegas, NV 89134		64314
Order Number: 103533-DH		Date: 10/27/2022
<b>PAY</b>	Two Hundred And 00/100	\$200.00
<b>TO THE ORDER OF</b>	David Destiny Discovery LLC 979 Sugar Springs Drive Las Vegas, NV 89110	Void After 180 Days
<b>MEMO</b>	Closing Proceeds	
PROPERTY:	921 Tropicana View Drive, Las Vegas, NV 89110	

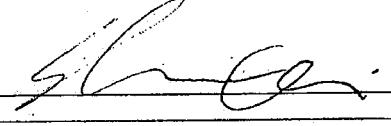
64314 61226017781 8285079752



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Site	Paid Date	Serial	Routing	Account	PC	Amount	Sequence #	Capture Source
VIEWPOINTE	20230403	-	32227162	00000003953747620	003512	2,689.49	473314073	00010003

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER AND ORIGINAL DOCUMENT SECURITY SCREEN ON BACK WITH PADLOCK SECURITY ICON.

<b>YZ Company USA Inc.</b> 3120 Sirius Ave Suite 103 Las Vegas, NV 89102 702-386-9926	<b>Chase</b> 9551 W Sahara Ave. Las Vegas, NV 89117 800-789-7000	<b>3512</b>
Date <u>3/24/2023</u>		
90-7182/3222		
Pay to the Order of <u>David Destiny Discovery LLC</u> \$ <u>**2,689.49</u>		
Two Thousand Six Hundred Eighty-Nine and 49/100***** Dollars		
David Destiny Discovery LLC		
Memo <u>20230403</u>		
 <b>32227162710 395374762012 3512</b>		

Security Returns included. Details on back of document.

 Padlock design is a registered mark of the Check Protection System Association. Assure one of the following Security Features may indicate this check is genuine: <ul style="list-style-type: none"> <li>• Teal ink is used for the signature and date.</li> <li>• Wells Fargo security features are present.</li> <li>• Copy of your security card is attached.</li> <li>• Document has been certified by a Wells Fargo teller.</li> <li>• Document has been certified by a Wells Fargo security officer.</li> <li>• Return address is visible on the back of the check.</li> <li>• Return address is visible on the front of the check.</li> </ul> <b>FEDERAL RESERVE BOARD OF GOVERNORS REG. B.C.</b>	<b>ENDORSE HERE</b> <b>X</b>  CC-76474 (02-23)
<input type="checkbox"/> <b>CHECK HERE AFTER MOBILE OR REMOTE DEPOSIT</b> <b>DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE</b> <small>RESERVED FOR FINANCIAL INSTITUTION USE</small>	

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<u>Site</u>	<u>Paid Date</u>	<u>Serial</u>	<u>Routing</u>	<u>Account</u>	<u>PC</u>	<u>Amount</u>	<u>Sequence #</u>	<u>Capture Source</u>
VIEWPOINTE	20230501	-	32117259	0000000004439680	001025	3,500.00	6847559089	00010064

**MICHAEL SCHMITZ  
2681 COSHEN AVE  
CLOVIS, CA 93611-8177**

1025

90-7259/3213

*Pay to the  
order of* David Destiny Discovery LLC, \$ 3500.00  
*Three thousand five hundred dollars 00/100 dollars*  Photo  
Safe  
Deposit



**Educational  
Employees  
CREDIT UNION** 1-800-538-3328  
[www.myeecu.org](http://www.myeecu.org)

Mr. Rent for 1336 Blackwood

032117259400000000443968011025





310

6847550000

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HEREIN IS UNPUBLISHED PROPRIETARY INFORMATION  
OF WELLS FARGO BANK, N.A. AND MAY NOT  
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WITHOUT THE EXPRESS WRITTEN CONSENT  
OF WELLS FARGO BANK, N.A.

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Site	Paid Date	Serial	Routing	Account	PC	Amount	Sequence #	Capture Source
VIEWPOINTE	20230512	-	32117259	0000000004439680	001026	3,500.00	1186062536	00010064

MICHAEL SCHMITZ  
2681 GOSHEN AVE  
CLOVIS, CA 93611-8177

1026

90-7259/3211

5-1-23

Date

CHECK ATTACHED

Photo  
Safe  
Deposit  
Details on back

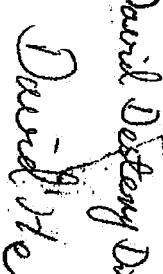
Pay to the order of David Destiny Discovery LLC \$ 3500.00  
Three thousand five hundred dollars <sup>00</sup>/<sub>100</sub> dollars 

 Educational Employees CREDIT UNION 1-800-538-3328 www.myeecu.org

1336 N. Blackwood

321172594000000004439680 1026

1186062536

  
David Destiny Discovery  
David H

Site	Paid Date	Serial	Routing	Account	PC	Amount	Sequence #	Capture Source
VIEWPOINTE	20230519	3318185	10310055	00000160011128706	000000	3,612.00	1748199117	00010064

THIS DOCUMENT HAS A TRUE WATERMARK. THE FRONT OF THE DOCUMENT HAS A MICRO-PRINT SIGNATURE LINE AND HOLOGRAM. ABSENCE OF THESE FEATURES WILL INDICATE A COPY.

ISSUED BY: MONEYGRAM PAYMENT SYSTEMS, INC., P.O. BOX 9476, MINNEAPOLIS, MN 55480  
DRAWEE: BOKF, NA, EUFAULA, OK  
49-55/1031

**CHECK NO : 3318185**

DATE	AMOUNT
19MAY23	\$ **3612.00

**PAY** THREE THOUSAND SIX HUNDRED TWELVE AND 00/100 DOLLARS

TO DAVID DESTINY DISCOVERY\*\*\*  
RE: 1336 BLACKWOOD  
PURCHASED BY: MICHAEL SCHMITZ JR

DRAWER: EDUCATIONAL EMPLOYEES CREDIT UNION

*[Signature]*

AUTHORIZED SIGNATURE

3318185# 10310055 160011128706#

CREDITED TO THE ACCOUNT  
WITHIN THE DRAWER  
LACK OF DRAWER NAME PAYEE OR  
ENDORSEMENT PAYEE  
WELLS FARGO BANK, N.A.  
AU 6284

Site	Paid Date	Serial	Routing	Account	PC	Amount	Sequence #	Capture Source
VIEWPOINTE	20230802	3339855	10310055	00000160011128706	000000	3,500.00	3287000779	00010064

THIS DOCUMENT HAS A TRUE WATERMARK. THE FRONT OF THE DOCUMENT HAS A MICRO-PRINT SIGNATURE LINE AND HOLOGRAM. ABSENCE OF THESE FEATURES WILL INDICATE A COPY.

ISSUED BY: MONEYGRAM PAYMENT SYSTEMS, INC., P.O. BOX 9476, MINNEAPOLIS, MN 55480  
DRAWEE: BOKF, NA, EUFAULA, OK  
49-55/1031

**Educational Employees CREDIT UNION**  
P.O. BOX 5242 • FRESNO, CALIFORNIA 93755 • (559) 437-7700

**CHECK NO : 3339855**

PAY	THREE THOUSAND FIVE HUNDRED AND 00/100 DOLLARS	DATE	02AUG23	AMOUNT	\$ **3500.00
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TO THE ORDER OF: DAVID DESTINY DISCOVERY LLC\*\*\*  
RE: RENT 1336 N BLACKWOOD  
PURCHASED BY: MICHAEL SCHMITZ

DRAWER: EDUCATIONAL EMPLOYEES CREDIT UNION

*Eliza* AP

AUTHORIZED SIGNATURE

3339855 10310055 0160011128706

CREDITED TO THE ACCOUNT OF  
WITHIN NAMED PAYEE  
LACK OF ENDORSEMENT GUARANTEED  
AU 62854  
WELLS FARGO BANK, N.A.  
AU 62854

# EXHIBIT

F

**FORD TETRA  
PARTNERS**

**JV**

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Universal Meditech,  
Inc. 3900 Blatella Lane  
Fresno, CA 93727

1320 E. Fortune Ave. STE. 102  
Fresno, CA 93725

RE: Request to add PBI to Lease

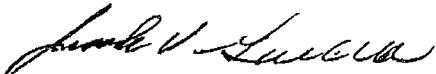
August 4, 2023

Ms. Zhaoyan Wang,

This is in response to your email dated July 27, 2023. The Landlord's decision to decline modifying the Lease by adding PBI as a tenant (as most recently requested) or having PBI take over UMI's Lease (as originally requested) was made in the exercise of reasonable discretion as permitted under Section 22 of the Lease. Moreover, the City of Fresno subsequently rejected PBI's revised Operational Statement by letter dated August 2, 2023 (copy attached). It is evident from the letter that the City would have rejected the Operational Statement even if the Landlord had approved the modification to the Lease.

As you note, UMI remains the sole tenant on the Lease. The reason that the City of Fresno has not issued a Certificate of Occupancy and signed off on the final inspections for the building is due to a "lock" being placed on the permit due solely to UMI's failure to comply with the requirements imposed upon it by the City of Fresno. This includes providing the City with an updated and accurate Operational Statement and obtaining a City permit to operate. (See my letter to you dated June 30, 2023.) The building is complete and ready for occupancy, subject only to UMI satisfying the requirements of the City of Fresno and providing the Landlord with a Certificate of Insurance establishing compliance with Sect. 29 of the Lease. These items are solely the responsibility of UMI. There is nothing further that the Landlord can do or is obligated to do until UMI performs.

Very truly yours,



Joseph V. Garcia

---

**FORD TETRA  
PARTNERS** **JV**

4717 E Hedges Ave  
Fresno, CA 93703  
(559) 276-7726



2600 Fresno Street, Third Floor  
Fresno, California 93721-3604  
(559) 621-8277 FAX (559) 498-1026

Planning and Development Department  
Jennifer K. Clark, AICP, Director

August 2, 2023

Frank Rodriguez  
Ford Tetra Partners  
[frank@style-line.net](mailto:frank@style-line.net)  
(Sent via email only)

**SUBJECT: REVISED OPERATIONS AT 3900 NORTH BLATTELLA LANE (493-063-16S)**

On 6/20/2023 Prestige Biotech, Inc. (PBI) submitted a revised Operational Statement regarding the property at 3900 Blattella Ln pertaining to Development Permit P21-04769. PBI was informed that owner authorization was required to complete the review and determine what level of entitlement would be required. No such authorization has been received to show that PBI is an authorized user of the facility.

The operations approved with the Development Permit, under the General Industrial use classification, included manufacturing of diagnostic medical testing devices such as pregnancy testing strips, drug abuse tests, chemical analysis tests, etc. There was no indication of diagnostic work performed on site. The operations listed in the revised Operational Statement include on-site diagnostic medical office uses which require a Conditional Use Permit in the IL Zone District.

In the new operational statement, there is reference to a Large Quantity Medical Waste Generator Certificate from California Department of Public Health on Jun 16, 2023 (Registrant Identifier: LQG 2116) effective until July 15, 2023. Without the list of hazardous materials, it is unclear if the revisions to operations should be classified as an Intensive Industrial Use which would not be permitted in the IL Zone District.

There is a significant increase in the number of staff and visitors to the facility which was not originally analyzed and the site may no longer be in conformance with the development standards. The initial approved Development Permit listed 8 full time office and tech personnel with a future need of 2-4 additional technicians. The revised operational statement identifies 9 full time office and tech personnel along with 10-50 visitors per day; no reference to the number of phlebotomists or other office staff is identified.

Daily operations in the original operational statement identified hours as Monday – Saturday from 8:00 am to 5:00 pm. The revised operational statement identifies hours as Monday – Saturday from 7:00 am to 11:00 pm. This is a significant change in operational timeframes.

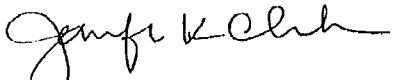
Revised Operational Statement

August 2, 2022

Page 2 of 3

This letter is to inform you that without owner authorization, list of hazardous materials, and appropriate local, state, and/or federal regulatory agency hazardous material handling permits, this revised and incomplete operational statement cannot be evaluated. Therefore, the change in operational statement will not be approved.

Sincerely,



Jennifer Clark, Director  
Planning and Development Department

CC: Universal Meditech Inc.  
Prestige Biotech Inc.  
Georgianne A. White, City Manager  
Andrew Janz, City Attorney



CALIFORNIA  
ASSOCIATION  
OF REALTORS®

## COMMERCIAL LEASE AGREEMENT

(C.A.R. Form CL, Revised 12/15)

Date (For reference only): April 3, 2022

Ford Tetra Partners, JV ("Landlord") and  
Universal Meditech, Inc. ("Tenant") agree as follows:

- PROPERTY:** Landlord rents to Tenant and Tenant rents from Landlord, the real property and improvements described as: 3900 Blatella Lane, Fresno, CA 93727, On lot APN# 49306105S and APN# 49302037S ("Premises"), which comprise approximately \_\_\_\_\_ % of the total square footage of rentable space in the entire property. See exhibit 1 for a further description of the Premises.
- TERM:** The term begins on (date) May 1, 2023 ("Commencement Date"), (Check A or B):
  - A. **Lease:** and shall terminate on (date) June 30, 2030 at 6:00  AM  PM. Any holding over after the term of this agreement expires, with Landlord's consent, shall create a month-to-month tenancy that either party may terminate as specified in paragraph 2B. Rent shall be at a rate equal to the rent for the immediately preceding month, payable in advance. All other terms and conditions of this agreement shall remain in full force and effect.
  - B. **Month-to-month:** and continues as a month-to-month tenancy. Either party may terminate the tenancy by giving written notice to the other at least 30 days prior to the intended termination date, subject to any applicable laws. Such notice may be given on any date.
  - C. **RENEWAL OR EXTENSION TERMS:** See attached addendum One, item 2B
- BASE RENT:**
  - A. Tenant agrees to pay Base Rent at the rate of (CHECK ONE ONLY):
    - (1) \$ \_\_\_\_\_ per month, for the term of the agreement.
    - (2) \$ \_\_\_\_\_ per month, for the first 12 months of the agreement. Commencing with the 13th month, and upon expiration of each 12 months thereafter, rent shall be adjusted according to any increase in the U.S. Consumer Price Index of the Bureau of Labor Statistics of the Department of Labor for All Urban Consumers ("CPI") for \_\_\_\_\_ (the city nearest the location of the Premises), based on the following formula: Base Rent will be multiplied by the most current CPI preceding the first calendar month during which the adjustment is to take effect, and divided by the most recent CPI preceding the Commencement Date. In no event shall any adjusted Base Rent be less than the Base Rent for the month immediately preceding the adjustment. If the CPI is no longer published, then the adjustment to Base Rent shall be based on an alternate index that most closely reflects the CPI.
    - (3) \$ \_\_\_\_\_ per month for the period commencing \_\_\_\_\_ and ending \_\_\_\_\_ and  
\$ \_\_\_\_\_ per month for the period commencing \_\_\_\_\_ and ending \_\_\_\_\_ and  
\$ \_\_\_\_\_ per month for the period commencing \_\_\_\_\_ and ending \_\_\_\_\_.
    - (4) In accordance with the attached rent schedule.
    - (5) Other: \_\_\_\_\_.
  - B. Base Rent is payable in advance on the 1st (or  \_\_\_\_\_) day of each calendar month, and is delinquent on the next day.
  - C. If the Commencement Date falls on any day other than the first day of the month, Base Rent for the first calendar month shall be prorated based on a 30-day period. If Tenant has paid one full month's Base Rent in advance of Commencement Date, Base Rent for the second calendar month shall be prorated based on a 30-day period.
- RENT:**
  - A. Definition: ("Rent") shall mean all monetary obligations of Tenant to Landlord under the terms of this agreement, except security deposit.
  - B. Payment: Rent shall be paid to (Name) Ford Tetra Partners, JV at (address) 4717 E Hedges Ave, Fresno, CA 93703, or at any other location specified by Landlord in writing to Tenant.
  - C. Timing: Base Rent shall be paid as specified in paragraph 3. All other Rent shall be paid within 30 days after Tenant is billed by Landlord.
- EARLY POSSESSION:** Tenant is entitled to possession of the Premises on \_\_\_\_\_ If Tenant is in possession prior to the Commencement Date, during this time (i) Tenant is not obligated to pay Base Rent, and (ii) Tenant  is  not obligated to pay Rent other than Base Rent. Whether or not Tenant is obligated to pay Rent prior to Commencement Date, Tenant is obligated to comply with all other terms of this agreement.
- SECURITY DEPOSIT:**
  - A. Tenant agrees to pay Landlord \$100,000.00 as a security deposit. Tenant agrees not to hold Broker responsible for its return. (IF CHECKED:)  If Base Rent increases during the term of this agreement, Tenant agrees to increase security deposit by the same proportion as the increase in Base Rent.
  - B. All or any portion of the security deposit may be used, as reasonably necessary, to: (i) cure Tenant's default in payment of Rent, late charges, non-sufficient funds ("NSF") fees, or other sums due; (ii) repair damage, excluding ordinary wear and tear, caused by Tenant or by a guest or licensee of Tenant; (iii) broom clean the Premises, if necessary, upon termination of tenancy; and (iv) cover any other unfulfilled obligation of Tenant. **SECURITY DEPOSIT SHALL NOT BE USED BY TENANT IN LIEU OF PAYMENT OF LAST MONTH'S RENT.** If all or any portion of the security deposit is used during tenancy, Tenant agrees to reinstate the total security deposit within 5 days after written notice is delivered to Tenant. Within 30 days after Landlord receives possession of the Premises, Landlord shall: (i) furnish Tenant an itemized statement indicating the amount of any security deposit received and the basis for its disposition, and (ii) return any remaining portion of security deposit to Tenant. However, if the Landlord's only claim upon the security deposit is for unpaid Rent, then the remaining portion of the security deposit, after deduction of unpaid Rent, shall be returned within 14 days after the Landlord receives possession.
  - C. No interest will be paid on security deposit, unless required by local ordinance.

Landlord's Initials

RF JVG BJR

Tenant's Initials

GW \_\_\_\_\_

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CL REVISED 12/15 (PAGE 1 OF 6)

## COMMERCIAL LEASE AGREEMENT (CL PAGE 1 OF 6)



Premises: 3900 Blatella Lane, Fresno, CA 93727, On lot APN# 49306105S and APN# 49302037SDate April 3, 2022

## 7. PAYMENTS:

		<u>TOTAL DUE</u>	<u>PAYMENT RECEIVED</u>	<u>BALANCE DUE</u>	<u>DUUE DATE</u>
A.	Rent: From <u>07/01/2023</u> To <u>07/31/2023</u> Date Date	\$ <u>14,313.10</u>	\$ _____	\$ <u>14,313.10</u>	_____
B.	Security Deposit .....	\$ <u>100,000.00</u>	\$ _____	\$ <u>100,000.00</u>	_____
C.	Other: <u>NNN</u> Category	\$ <u>1,745.50</u>	\$ _____	\$ <u>1,745.50</u>	_____
D.	Other: Category	\$ _____	\$ _____	\$ _____	_____
E.	Total: .....	\$ <u>116,058.60</u>	\$ _____	\$ <u>116,058.60</u>	_____

8. **PARKING:** Tenant is entitled to \_\_\_\_\_ unreserved and \_\_\_\_\_ reserved vehicle parking spaces. The right to parking   is not included in the Base Rent charged pursuant to paragraph 3. If not included in the Base Rent, the parking rental fee shall be an additional \$ \_\_\_\_\_ per month. Parking space(s) are to be used for parking operable motor vehicles, except for trailers, boats, campers, buses or trucks (other than pick-up trucks). Tenant shall park in assigned space(s) only. Parking space(s) are to be kept clean. Vehicles leaking oil, gas or other motor vehicle fluids shall not be parked in parking spaces or on the Premises. Mechanical work or storage of inoperable vehicles is not allowed in parking space(s) or elsewhere on the Premises. No overnight parking is permitted.

9. **ADDITIONAL STORAGE:** Storage is permitted as follows:

The right to additional storage space   is not included in the Base Rent charged pursuant to paragraph 3. If not included in Base Rent, storage space shall be an additional \$ \_\_\_\_\_ per month. Tenant shall store only personal property that Tenant owns, and shall not store property that is claimed by another, or in which another has any right, title, or interest. Tenant shall not store any improperly packaged food or perishable goods, flammable materials, explosives, or other dangerous or hazardous material. Tenant shall pay for, and be responsible for, the clean-up of any contamination caused by Tenant's use of the storage area.

10. **LATE CHARGE; INTEREST; NSF CHECKS:** Tenant acknowledges that either late payment of Rent or issuance of a NSF check may cause Landlord to incur costs and expenses, the exact amount of which are extremely difficult and impractical to determine. These costs may include, but are not limited to, processing, enforcement and accounting expenses, and late charges imposed on Landlord. If any installment of Rent due from Tenant is not received by Landlord within 5 calendar days after date due, or if a check is returned NSF, Tenant shall pay to Landlord, respectively, \$1,000.00 as late charge, plus 10% interest per annum on the delinquent amount and \$25.00 as a NSF fee, any of which shall be deemed additional Rent. Landlord and Tenant agree that these charges represent a fair and reasonable estimate of the costs Landlord may incur by reason of Tenant's late or NSF payment. Any late charge, delinquent interest, or NSF fee due shall be paid with the current installment of Rent. Landlord's acceptance of any late charge or NSF fee shall not constitute a waiver as to any default of Tenant. Landlord's right to collect a Late Charge or NSF fee shall not be deemed an extension of the date Rent is due under paragraph 4, or prevent Landlord from exercising any other rights and remedies under this agreement, and as provided by law.

11. **CONDITION OF PREMISES:** Tenant has examined the Premises and acknowledges that Premise is clean and in operative condition, with the following exceptions:

Items listed as exceptions shall be dealt with in the following manner:

12. **ZONING AND LAND USE:** Tenant accepts the Premises subject to all local, state and federal laws, regulations and ordinances ("Laws"). Landlord makes no representation or warranty that Premises are now or in the future will be suitable for Tenant's use. Tenant has made its own investigation regarding all applicable Laws.

13. **TENANT OPERATING EXPENSES:** Tenant agrees to pay for all utilities and services directly billed to Tenant.

14. **PROPERTY OPERATING EXPENSES:**

A. Tenant agrees to pay its proportionate share of Landlord's estimated monthly property operating expenses, including but not limited to, common area maintenance, consolidated utility and service bills, insurance, and real property taxes, based on the ratio of the square footage of the Premises to the total square footage of the rentable space in the entire property.

OR B.  (If checked) Paragraph 14 does not apply.

15. **USE:** The Premises are for the sole use as In Vitro diagnostic medical devices develop, manufacture and medical lab service.

No other use is permitted without Landlord's prior written consent. If any use by Tenant causes an increase in the premium on Landlord's existing property insurance, Tenant shall pay for the increased cost. Tenant will comply with all Laws affecting its use of the Premises.

16. **RULES/REGULATIONS:** Tenant agrees to comply with all rules and regulations of Landlord (and, if applicable, Owner's Association) that are at any time posted on the Premises or delivered to Tenant. Tenant shall not, and shall ensure that guests and licensees of Tenant do not, disturb, annoy, endanger, or interfere with other tenants of the building or neighbors, or use the Premises for any unlawful purposes, including, but not limited to, using, manufacturing, selling, storing, or transporting illicit drugs or other contraband, or violate any law or ordinance, or committing a waste or nuisance on or about the Premises.

17. **MAINTENANCE:**

A. Tenant  (If checked, Landlord) shall professionally maintain the Premises including heating, air conditioning, electrical, plumbing and water systems, if any, and keep glass, windows and doors in operable and safe condition. Unless Landlord is checked, if Tenant fails to maintain the Premises, Landlord may contract for or perform such maintenance, and charge Tenant for Landlord's cost.

B. Landlord  (If checked, Tenant) shall maintain the roof, foundation, exterior walls, common areas and

Landlord's Initials

<u>RF</u>	<u>JWG</u>	<u>JJR</u>
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Tenant's Initials

<u>GW</u>	( )
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CL REVISED 12/15 (PAGE 2 OF 6)

## COMMERCIAL LEASE AGREEMENT (CL PAGE 2 OF 6)

Premises: 3900 Blatella Lane, Fresno, CA 93727, On lot APN# 49306105S and APN# 49302037S Date April 3, 2022

**18. ALTERATIONS:** Tenant shall not make any alterations in or about the Premises, including installation of trade fixtures and signs, without Landlord's prior written consent, which shall not be unreasonably withheld. Any alterations to the Premises shall be done according to Law and with required permits. Tenant shall give Landlord advance notice of the commencement date of any planned alteration, so that Landlord, at its option, may post a Notice of Non-Responsibility to prevent potential liens against Landlord's interest in the Premises. Landlord may also require Tenant to provide Landlord with lien releases from any contractor performing work on the Premises.

**19. GOVERNMENT IMPOSED ALTERATIONS:** Any alterations required by Law as a result of Tenant's use shall be Tenant's responsibility. Landlord shall be responsible for any other alterations required by Law.

**20. ENTRY:** Tenant shall make Premises available to Landlord or Landlord's agent for the purpose of entering to make inspections, necessary or agreed repairs, alterations, or improvements, or to supply necessary or agreed services, or to show Premises to prospective or actual purchasers, tenants, mortgagees, lenders, appraisers, or contractors. Landlord and Tenant agree that 24 hours notice (oral or written) shall be reasonable and sufficient notice. In an emergency, Landlord or Landlord's representative may enter Premises at any time without prior notice.

**21. SIGNS:** Tenant authorizes Landlord to place a FOR SALE sign on the Premises at any time, and a FOR LEASE sign on the Premises within the 90 (or 180) day period preceding the termination of the agreement.

**22. SUBLetting/ASSIGNMENT:** Tenant shall not sublet or encumber all or any part of Premises, or assign or transfer this agreement or any interest in it, without the prior written consent of Landlord, which shall not be unreasonably withheld. Unless such consent is obtained, any subletting, assignment, transfer, or encumbrance of the Premises, agreement, or tenancy, by voluntary act of Tenant, operation of law, or otherwise, shall be null and void, and, at the option of Landlord, terminate this agreement. Any proposed sublessee, assignee, or transferee shall submit to Landlord an application and credit information for Landlord's approval, and, if approved, sign a separate written agreement with Landlord and Tenant. Landlord's consent to any one sublease, assignment, or transfer, shall not be construed as consent to any subsequent sublease, assignment, or transfer, and does not release Tenant of Tenant's obligation under this agreement.

**23. POSSESSION:** If Landlord is unable to deliver possession of Premises on Commencement Date, such date shall be extended to the date on which possession is made available to Tenant. However, the expiration date shall remain the same as specified in paragraph 2. If Landlord is unable to deliver possession within 60 (or   ) calendar days after the agreed Commencement Date, Tenant may terminate this agreement by giving written notice to Landlord, and shall be refunded all Rent and security deposit paid.

**24. TENANT'S OBLIGATIONS UPON VACATING PREMISES:** Upon termination of agreement, Tenant shall: (i) give Landlord all copies of all keys or opening devices to Premises, including any common areas; (ii) vacate Premises and surrender it to Landlord empty of all persons and personal property; (iii) vacate all parking and storage spaces; (iv) deliver Premises to Landlord in the same condition as referenced in paragraph 11; (v) clean Premises; (vi) give written notice to Landlord of Tenant's forwarding address; and (vii) \_\_\_\_\_.

All improvements installed by Tenant, with or without Landlord's consent, become the property of Landlord upon termination. Landlord may nevertheless require Tenant to remove any such improvement that did not exist at the time possession was made available to Tenant.

**25. BREACH OF CONTRACT/EARLY TERMINATION:** In event Tenant, prior to expiration of this agreement, breaches any obligation in this agreement, abandons the premises, or gives notice of tenant's intent to terminate this tenancy prior to its expiration, in addition to any obligations established by paragraph 24, Tenant shall also be responsible for lost rent, rental commissions, advertising expenses, and painting costs necessary to ready Premises for re-rental. Landlord may also recover from Tenant: (i) the worth, at the time of award, of the unpaid Rent that had been earned at the time of termination; (ii) the worth, at the time of award, of the amount by which the unpaid Rent that would have been earned after expiration until the time of award exceeds the amount of such rental loss the Tenant proves could have been reasonably avoided; and (iii) the worth, at the time of award, of the amount by which the unpaid Rent for the balance of the term after the time of award exceeds the amount of such rental loss that Tenant proves could be reasonably avoided. Landlord may elect to continue the tenancy in effect for so long as Landlord does not terminate Tenant's right to possession, by either written notice of termination of possession or by reletting the Premises to another who takes possession, and Landlord may enforce all Landlord's rights and remedies under this agreement, including the right to recover the Rent as it becomes due.

**26. DAMAGE TO PREMISES:** If, by no fault of Tenant, Premises are totally or partially damaged or destroyed by fire, earthquake, accident or other casualty, Landlord shall have the right to restore the Premises by repair or rebuilding. If Landlord elects to repair or rebuild, and is able to complete such restoration within 90 days from the date of damage, subject to the terms of this paragraph, this agreement shall remain in full force and effect. If Landlord is unable to restore the Premises within this time, or if Landlord elects not to restore, then either Landlord or Tenant may terminate this agreement by giving the other written notice. Rent shall be abated as of the date of damage. The abated amount shall be the current monthly Base Rent prorated on a 30-day basis. If this agreement is not terminated, and the damage is not repaired, then Rent shall be reduced based on the extent to which the damage interferes with Tenant's reasonable use of the Premises. If total or partial destruction or damage occurs as a result of an act of Tenant or Tenant's guests, (i) only Landlord shall have the right, at Landlord's sole discretion, within 30 days after such total or partial destruction or damage to treat the lease as terminated by Tenant, and (ii) Landlord shall have the right to recover damages from Tenant.

**27. HAZARDOUS MATERIALS:** Tenant shall not use, store, generate, release or dispose of any hazardous material on the Premises or the property of which the Premises are part. However, Tenant is permitted to make use of such materials that are required to be used in the normal course of Tenant's business provided that Tenant complies with all applicable Laws related to the hazardous materials. Tenant is responsible for the cost of removal and remediation, or any clean-up of any contamination caused by Tenant.

**28. CONDEMNATION:** If all or part of the Premises is condemned for public use, either party may terminate this agreement as of the date possession is given to the condemner. All condemnation proceeds, exclusive of those allocated by the condemner to Tenant's relocation costs and trade fixtures, belong to Landlord.

**29. INSURANCE:** Tenant's personal property, fixtures, equipment, inventory and vehicles are not insured by Landlord against loss or damage due to fire, theft, vandalism, rain, water, criminal or negligent acts of others, or any other cause. Tenant is to carry Tenant's own property insurance to protect Tenant from any such loss. In addition, Tenant shall carry (i) liability insurance in an amount of not less than \$2,000,000.00 and (ii) property insurance in an amount sufficient to cover the replacement cost of the property if Tenant is responsible for maintenance under paragraph 17B. Tenant's insurance shall name Landlord and Landlord's agent as additional insured. Tenant, upon Landlord's request, shall provide Landlord with a certificate of insurance establishing Tenant's compliance. Landlord shall maintain liability insurance insuring Landlord, but not Tenant, in an amount of at least \$1,000,000.00, plus property insurance in an amount sufficient to cover the replacement cost of the property unless Tenant is responsible for maintenance pursuant to paragraph 17B. Tenant is advised to carry business interruption insurance in an amount at least sufficient to cover Tenant's complete rental obligation to Landlord. Landlord is advised to obtain a policy of rental loss insurance. Both Landlord and Tenant release each other, and waive their respective rights to subrogation against each other, for loss or damage covered by insurance.

Landlord's Initials   Tenant's Initials  

CL REVISED 12/15 (PAGE 3 OF 6)

## COMMERCIAL LEASE AGREEMENT (CL PAGE 3 OF 6)

Premises: **3900 Blatella Lane, Fresno, CA 93727, On lot APN# 49306105S and APN# 49302037S**Date **April 3, 2022**

**30. TENANCY STATEMENT (ESTOPPEL CERTIFICATE):** Tenant shall execute and return a tenancy statement (estoppel certificate), delivered to Tenant by Landlord or Landlord's agent, within 3 days after its receipt. The tenancy statement shall acknowledge that this agreement is unmodified and in full force, or in full force as modified, and state the modifications. Failure to comply with this requirement: (i) shall be deemed Tenant's acknowledgment that the tenancy statement is true and correct, and may be relied upon by a prospective lender or purchaser; and (ii) may be treated by Landlord as a material breach of this agreement. Tenant shall also prepare, execute, and deliver to Landlord any financial statement (which will be held in confidence) reasonably requested by a prospective lender or buyer.

**31. LANDLORD'S TRANSFER:** Tenant agrees that the transferee of Landlord's interest shall be substituted as Landlord under this agreement. Landlord will be released of any further obligation to Tenant regarding the security deposit, only if the security deposit is returned to Tenant upon such transfer, or if the security deposit is actually transferred to the transferee. For all other obligations under this agreement, Landlord is released of any further liability to Tenant, upon Landlord's transfer.

**32. SUBORDINATION:** This agreement shall be subordinate to all existing liens and, at Landlord's option, the lien of any first deed of trust or first mortgage subsequently placed upon the real property of which the Premises are a part, and to any advances made on the security of the Premises, and to all renewals, modifications, consolidations, replacements, and extensions. However, as to the lien of any deed of trust or mortgage entered into after execution of this agreement, Tenant's right to quiet possession of the Premises shall not be disturbed if Tenant is not in default and so long as Tenant pays the Rent and observes and performs all of the provisions of this agreement, unless this agreement is otherwise terminated pursuant to its terms. If any mortgagee, trustee, or ground lessor elects to have this agreement placed in a security position prior to the lien of a mortgage, deed of trust, or ground lease, and gives written notice to Tenant, this agreement shall be deemed prior to that mortgage, deed of trust, or ground lease, or the date of recording.

**33. TENANT REPRESENTATIONS; CREDIT:** Tenant warrants that all statements in Tenant's financial documents and rental application are accurate. Tenant authorizes Landlord and Broker(s) to obtain Tenant's credit report at time of application and periodically during tenancy in connection with approval, modification, or enforcement of this agreement. Landlord may cancel this agreement: (i) before occupancy begins, upon disapproval of the credit report(s); or (ii) at any time, upon discovering that information in Tenant's application is false. A negative credit report reflecting on Tenant's record may be submitted to a credit reporting agency, if Tenant fails to pay Rent or comply with any other obligation under this agreement.

**34. CONSTRUCTION-RELATED ACCESSIBILITY STANDARDS:** Landlord states that the Premises  has, or  has not been inspected by a Certified Access Specialist. If so, Landlord states that the Premises  has, or  has not been determined to meet all applicable construction-related accessibility standards pursuant to Civil Code Section 55.53.

**35. DISPUTE RESOLUTION:**

**A. MEDIATION:** Tenant and Landlord agree to mediate any dispute or claim arising between them out of this agreement, or any resulting transaction, before resorting to arbitration or court action, subject to paragraph 35B(2) below. Paragraphs 35B(2) and (3) apply whether or not the arbitration provision is initiated. Mediation fees, if any, shall be divided equally among the parties involved. If for any dispute or claim to which this paragraph applies, any party commences an action without first attempting to resolve the matter through mediation, or refuses to mediate after a request has been made, then that party shall not be entitled to recover attorney fees, even if they would otherwise be available to that party in any such action. **THIS MEDIATION PROVISION APPLIES WHETHER OR NOT THE ARBITRATION PROVISION IS INITIALED.**

**B. ARBITRATION OF DISPUTES:** (1) Tenant and Landlord agree that any dispute or claim in law or equity arising between them out of this agreement or any resulting transaction, which is not settled through mediation, shall be decided by neutral, binding arbitration, including and subject to paragraphs 35B(2) and (3) below. The arbitrator shall be a retired judge or justice, or an attorney with at least 5 years of real estate transactional law experience, unless the parties mutually agree to a different arbitrator, who shall render an award in accordance with substantive California Law. In all other respects, the arbitration shall be conducted in accordance with Part III, Title 9 of the California Code of Civil Procedure. Judgment upon the award of the arbitrator(s) may be entered in any court having jurisdiction. The parties shall have the right to discovery in accordance with Code of Civil Procedure §1283.05.

(2) **EXCLUSIONS FROM MEDIATION AND ARBITRATION:** The following matters are excluded from Mediation and Arbitration hereunder: (i) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage, or installment land sale contract as defined in Civil Code §2985; (ii) an unlawful detainer action; (iii) the filing or enforcement of a mechanic's lien; (iv) any matter that is within the jurisdiction of a probate, small claims, or bankruptcy court; and (v) an action for bodily injury or wrongful death, or for latent or patent defects to which Code of Civil Procedure §337.1 or §337.15 applies. The filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a violation of the mediation and arbitration provisions.

(3) **BROKERS:** Tenant and Landlord agree to mediate and arbitrate disputes or claims involving either or both Brokers, provided either or both Brokers shall have agreed to such mediation or arbitration, prior to, or within a reasonable time after the dispute or claim is presented to Brokers. Any election by either or both Brokers to participate in mediation or arbitration shall not result in Brokers being deemed parties to the agreement.

**"NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY."**

**"WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION TO NEUTRAL ARBITRATION."**

Landlord's Initials

<i>RF</i>	<i>JVG</i>	<i>FJR</i>
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Landlord's Initials	<i>RF</i>	<i>JVG</i>	<i>FJR</i>	Tenant's Initials	<i>JW</i>
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Tenant's Initials

COMMERCIAL LEASE AGREEMENT (CL PAGE 4 OF 6)

Premises: 3900 Blatella Lane, Fresno, CA 93727, On lot APN# 49306105S and APN# 49302037SDate April 3, 202236. **JOINT AND INDIVIDUAL OBLIGATIONS:** If there is more than one Tenant, each one shall be individually and completely responsible for the performance of all obligations of Tenant under this agreement, jointly with every other Tenant, and individually, whether or not in possession.37. **NOTICE:** Notices may be served by mail, facsimile, or courier at the following address or location, or at any other location subsequently designated:Landlord: Ford Tetra Partners, JV4717 E Hedges Ave, Fresno, CA 93703Tenant: Universal Meditech, LLC.3900 Blatella Lane, Fresno, CA 93727

Notice is deemed effective upon the earliest of the following: (i) personal receipt by either party or their agent; (ii) written acknowledgement of notice; or (iii) 5 days after mailing notice to such location by first class mail, postage pre-paid.

38. **WAIVER:** The waiver of any breach shall not be construed as a continuing waiver of the same breach or a waiver of any subsequent breach.39. **INDEMNIFICATION:** Tenant shall indemnify, defend and hold Landlord harmless from all claims, disputes, litigation, judgments and attorney fees arising out of Tenant's use of the Premises.40. **OTHER TERMS AND CONDITIONS/SUPPLEMENTS:** Page 3 Item 26, line 3, the 90 days should be changed to 120 days.

The following ATTACHED supplements/exhibits are incorporated in this agreement:  Option Agreement (C.A.R. Form OA)

41. **ATTORNEY FEES:** In any action or proceeding arising out of this agreement, the prevailing party between Landlord and Tenant shall be entitled to reasonable attorney fees and costs from the non-prevailing Landlord or Tenant, except as provided in paragraph 35A.42. **ENTIRE CONTRACT:** Time is of the essence. All prior agreements between Landlord and Tenant are incorporated in this agreement, which constitutes the entire contract. It is intended as a final expression of the parties' agreement, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. The parties further intend that this agreement constitutes the complete and exclusive statement of its terms, and that no extrinsic evidence whatsoever may be introduced in any judicial or other proceeding, if any, involving this agreement. Any provision of this agreement that is held to be invalid shall not affect the validity or enforceability of any other provision in this agreement. This agreement shall be binding upon, and inure to the benefit of, the heirs, assignees and successors to the parties.43. **BROKERAGE:** Landlord and Tenant shall each pay to Broker(s) the fee agreed to, if any, in a separate written agreement. Neither Tenant nor Landlord has utilized the services of, or for any other reason owes compensation to, a licensed real estate broker (individual or corporate), agent, finder, or other entity, other than as named in this agreement, in connection with any act relating to the Premises, including, but not limited to, inquiries, introductions, consultations, and negotiations leading to this agreement. Tenant and Landlord each agree to indemnify, defend and hold harmless the other, and the Brokers specified herein, and their agents, from and against any costs, expenses, or liability for compensation claimed inconsistent with the warranty and representation in this paragraph 43.44. **AGENCY CONFIRMATION:** The following agency relationships are hereby confirmed for this transaction:

Listing Agent: \_\_\_\_\_ (Print Firm Name) is the agent of (check one):

 the Landlord exclusively; or  both the Tenant and Landlord.Selling Agent: ZState Realty Inc. (Print Firm Name) (if not same as Listing Agent) is the agent of (check one): the Tenant exclusively; or  the Landlord exclusively; or  both the Tenant and Landlord.

Real Estate Brokers are not parties to the agreement between Tenant and Landlord.

Landlord's Initials

Tenant's Initials

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COMMERCIAL LEASE AGREEMENT (CL PAGE 5 OF 6)

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UMI commercial



Premises: 3900 Blatella Lane, Fresno, CA 93727, On lot APN# 49306105S and APN# 49302037SDate April 3, 2022

Landlord and Tenant acknowledge and agree that Brokers: (i) do not guarantee the condition of the Premises; (ii) cannot verify representations made by others; (iii) will not verify zoning and land use restrictions; (iv) cannot provide legal or tax advice; (v) will not provide other advice or information that exceeds the knowledge, education or experience required to obtain a real estate license. Furthermore, if Brokers are not also acting as Landlord in this agreement, Brokers: (vi) do not decide what rental rate a Tenant should pay or Landlord should accept; and (vii) do not decide upon the length or other terms of tenancy. Landlord and Tenant agree that they will seek legal, tax, insurance, and other desired assistance from appropriate professionals.

Authentisign

Tenant Shaoyan Wang Date 06/20/2022  
8/20/2022 11:17:55 AM PDT

Universal Meditech Inc.

(Print name)

Address 1320 E Fortune Ave, Suite 102 City Fresno State CA Zip 93725-1958

Tenant \_\_\_\_\_ Date \_\_\_\_\_

(Print name)

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

**GUARANTEE:** In consideration of the execution of this Agreement by and between Landlord and Tenant and for valuable consideration, receipt of which is hereby acknowledged, the undersigned ("Guarantor") does hereby: (i) guarantee unconditionally to Landlord and Landlord's agents, successors and assigns, the prompt payment of Rent or other sums that become due pursuant to this Agreement, including any and all court costs and attorney fees included in enforcing the Agreement; (ii) consent to any changes, modifications or alterations of any term in this Agreement agreed to by Landlord and Tenant; and (iii) waive any right to require Landlord and/or Landlord's agents to proceed against Tenant for any default occurring under this Agreement before seeking to enforce this Guarantee.

Guarantor (Print Name) \_\_\_\_\_  
 Guarantor \_\_\_\_\_ Date \_\_\_\_\_  
 Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 Telephone \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_

Landlord agrees to rent the Premises on the above terms and conditions. Authentisign  
 Landlord Ross Ford 7/15/2022 3:02:54 PM PDT Joseph V Garcia 7/15/2022 3:02:54 PM PDT Francisco J Rodriguez 7/15/2022 11:55:16 AM PDT Date 07/15/2022  
 (owner or agent with authority to enter into this agreement) Ford Tetra Partners, JV

Address 4717 E Hedges Ave City Fresno State CA Zip 93703-4708

Landlord \_\_\_\_\_ Date \_\_\_\_\_  
 (owner or agent with authority to enter into this agreement)  
 Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Agency relationships are confirmed as above. Real estate brokers who are not also Landlord in this agreement are not a party to the agreement between Landlord and Tenant.

Real Estate Broker (Leasing Firm) ZState Realty Inc. DRE Lic. # 02155565

By (Agent) Harrison Zuhu Song DRE Lic. # 01970883 Date 06/17/2022  
Harrison Zuhu Song

Address 8050 N Palm Ave, Suite 300 City Fresno State CA Zip 93711Telephone (559)898-2758 Fax \_\_\_\_\_ E-mail zsongrealty@gmail.com

Real Estate Broker (Listing Firm) \_\_\_\_\_ DRE Lic. # \_\_\_\_\_

By (Agent) \_\_\_\_\_ DRE Lic. # \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_

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COMMERCIAL LEASE AGREEMENT (CL PAGE 6 OF 6)

