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STEPHEN J. DONELL

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

FEDERAL TRADE COMMISSION,

Plaintiff,

v.

ASCEND CAPVENTURES INC., et al.,

Defendants.

Case No. 2:24-CV-07660-SPG-JPR

**SECOND DECLARATION OF
JEREMY K. LEUNG IN SUPPORT
OF SUPPLEMENTAL BRIEF OF
RECEIVER, STEPHEN J. DONELL,
RE: COURT'S AUTHORITY TO
ISSUE A WRIT OF POSSESSION
FOR RECEIVERSHIP REAL
PROPERTY**

[Supplemental Brief of Receiver, Stephen
J. Donell submitted concurrently
herewith]

Date: No Hearing Scheduled
Ctrm: 5C
Judge Hon. Sherilyn Peace Garnett

DECLARATION OF JEREMY K. LEUNG

I, Jeremy Leung, declare as follows:

1. I am a defendant in the above-captioned enforcement action. I submit this second Declaration in support of the Receiver's concurrently filed *Supplemental Brief Re: Court's Authority to Issue A Writ of Possession For Receivership Real Property* ("Supplemental Brief"). I have personal knowledge of the facts set forth in this Declaration and, if called as a witness, could and would testify competently to such facts under oath.

2. I have reviewed what is currently docket entry 105 in this case, entitled on the docket as "Email Filed By Non-Party Berlin Lu," appearing on the docket on May 27, 2025 ("Lu Email"). The document appears to be an email with multiple documents attached.

3. I am acquainted with the individual known and referenced in the Supplement Brief as "Berlin Lu" ("Lu").

4. In the Lu Email, Lu states the following: "Jeremy offered his Venice property for my mother and I to reside. In exchange, I paid rent in the form of labor, renovations, and improvements to the property, as agreed upon with the landlord in lieu of cash payments." This statement is false. At no time did I agree that Lu could reside at the Linden property. At no time did I enter into, negotiate, or discuss any lease agreement with Lu or anyone to lease 2010 Linden Avenue. I did not grant him permission to reside at the property, and I am not aware of any legitimate basis upon which Lu could claim any tenancy interest in 2010 Linden Avenue.

5. The Lu Email includes a residential lease, starting at page 29. This lease appears to have a signature attributed to me. I did not sign this lease. This lease is fake.

6. There was absolutely no benefit for me to sign a lease with Berlin Lu while myself and Will Basta were paying a mortgage on the property of a significantly disproportionate amount. We have received absolutely zero money

1 from him for payments to corroborate the lease. He is a squatter and does not have
2 legal rights to live in the property.

3 7. I am not aware of any legitimate basis upon which Lu could claim any
4 tenancy interest in 2010 Linden Avenue.

5 8. I ask the Court to give the Receiver a possessory interest 2010 Linden
6 Avenue, as Berlin Lu is a squatter with no legal right to possess thus property.

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

8 Executed on Jun 6, 2025.

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Jeremy Leung

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Jeremy Leung

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