EXHIBIT 33

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
(Alexandria Division)

BLUE FLAME MEDICAL LLC,

Plaintiff,

v.

CHAIN BRIDGE BANK, N.A., JOHN J. BROUGH, and DAVID M. EVINGER,

Defendants.

CHAIN BRIDGE BANK, N.A,

Third-Party Plaintiff,

v.

JPMORGAN CHASE BANK, N.A.,

Third-Party Defendant.

Civil Action No. 1:20-cv-00658

DECLARATION OF JOHN J. BROUGH

I, John J. Brough, state as follows:

1. I am over twenty-one years of age, and I am competent to give this declaration. I have personal knowledge of the facts set forth in this declaration.

2. I am the Chief Executive Officer of Chain Bridge Bank, N.A. ("Chain Bridge"), and have served in this capacity since August 3, 2007.

3. According to Chain Bridge records made on March 25, 2020, when Blue Flame Medical LLC ("Blue Flame") applied to open a checking account, Blue Flame did not disclose to Chain Bridge prior to account opening that it was imminently expecting to receive a wire transfer of more than $456 million from the State of California. Rather, Blue Flame disclosed that it

expected average *monthly* incoming domestic wires totaling $75 million. Moreover, Blue Flame did not accurately disclose at account opening that it expected to be involved in the importation and sale of N95 masks and other personal protective equipment ("PPE"). Rather, Blue Flame's account agreement application, signed by one of its principals, Michael Gula, described Blue Flame's business simply as "medical consulting."

4. Chain Bridge opened Blue Flame's checking account, and provided Blue Flame an account verification letter and wiring instructions, in reliance on the information that had been provided to Chain Bridge by Blue Flame at that time.

5. If Chain Bridge had known that Blue Flame expected a $456 million wire transfer from the State of California, or that Blue Flame's business was the importation and sale of N95 masks and other PPE, Chain Bridge would not have opened Blue Flame's account (and thus would not have provided Blue Flame with any account verification or wiring instructions) without first conducting enhanced due diligence concerning the nature and legitimacy of the expected wire transfer and the risks associated with Blue Flame's actual business, as required by Chain Bridge's Bank Secrecy Act and anti-money laundering policies.

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

Executed on May 5, 2021.

John J. Brough