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15 **Attorneys for Permanent Receiver - DAVID GILL**

16 UNITED STATES DISTRICT COURT
17 CENTRAL DISTRICT OF CALIFORNIA

18 SECURITIES AND EXCHANGE
19 COMMISSION

20 Plaintiffs,

21 vs.

22 WESTMOORE
23 MANAGEMENT, LLC, et al

24 Defendants.

Case No. 8:10-cv-00849 AG (MLGx)

**RECEIVER'S NOTICE OF INTENT
TO COMPROMISE LITIGATION**

*[Per order entered December 5, 2011,
no hearing required unless objection
filed]*

25 **COMES NOW** David A. Gill, the permanent receiver for the Westmoore
26 entities appointed in the above-captioned case (the "Receiver") and hereby provides
27 notice pursuant to the Court's *Order Granting Receiver's Motion for Order Limiting*
28 *Meeting and Notice Requirements in Local Rules 7-3 and 66-7, Establishing*
Procedures Re: the Sale of Real and Personal Property and Approval of Settlements
(the "Procedural Order") that the Receiver has reached a settlement and compromise

1
2 of any and all claims between the Receiver and Buck Blessing and W2 Investments,
3 LLC (f/k/a Waters Winery, LLC) (the “Settling Parties”).¹

4 The general terms of the settlement are that the Settling Parties will pay an
5 aggregate of **\$100,000.00** to the Receiver. Of this amount, the Receivership Estate
6 will receive a net amount of **\$54,900.10**.

7 In accordance with the terms of the Court-approved retention agreement of
8 special litigation counsel Castillo Snyder P.C., from the payment received at closing
9 of the settlement, the Receiver will reimburse Joaquin de Teresa, who funded
10 Castillo Snyder’s initial investigation of claims being asserted by the Receiver
11 against multiple parties, the amount of **\$25,000.00**.² From the settlement funds the
12 Receiver will also pay **\$18,300.03** in fees and reimburse **\$1,799.87** in expenses to
13 Castillo Snyder for their work on this matter, in accordance with the Court-approved
14 contingent fee agreement between the Receiver and said law firm.

15 **PLEASE TAKE FURTHER NOTICE** that pursuant to the Court’s *Order*
16 *Granting Receiver’s Motion for Order Limiting Meeting and Notice Requirements in*
17 *Local Rules 7-3 and 66-7, Establishing Procedures Re: the Sale of Real and*
18 *Personal Property and Approval of Settlements* (the “Procedural Order”), the
19 Receiver will post a copy of this Notice available for download on the Receiver’s
20 website: www.westmoorereceivership.com. Service of the notice is deemed
21 complete upon the posting of the notice on the website.
22
23

24 ¹ The settlement agreement provides that, to the extent reasonably practicable, the agreement and
25 its provisions are confidential. Therefore, for purpose of this publicly filed notice, Westmoore’s
26 former professional and its principals are referred to only as the Settling Parties.

27 ² Mr. De Teresa advanced a total of \$50,299.58 to fund the investigation of claims. Mr. De Teresa
28 previously received reimbursement of \$25,000 of such amount from the settlement proceeds paid
from a prior settlement. The Receiver’s debt to Mr. de Teresa will now be satisfied as a result of
the current settlement (Mr. De Teresa has waived the remaining \$299.58 due).

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PLEASE TAKE FURTHER NOTICE that pursuant to the Court's Procedural Order, objections to the Receiver's proposed compromise with the Settling Parties must be (a) in writing and (b) filed with the Court and served in accordance with the Court's Local Rules not later than fourteen (14) days from the date on which this notice was filed with the Court or, if later, posted on the Receiver's website.

PLEASE TAKE FURTHER NOTICE that if an objection is timely filed and served, the Receiver may file a reply and notice the matter for hearing. In that event, a separate notice of the hearing will be filed and served.

PLEASE TAKE FURTHER NOTICE that if no objection is timely filed and served, pursuant to the Procedural Order the Receiver will be authorized to proceed with the proposed compromise without further notice or order of the Court.

Dated: February 11, 2014 CASTILLO SNYDER, PC

By: /s/ Edward C. Snyder
Edward C. Snyder
Counsel for Plaintiff

Dated: February 11, 2014 THE COOPER LAW FIRM, P.C.

By: /s/ Scott Cooper
Scott Cooper
Counsel for Plaintiff

