

MANNING CURTIS BRADSHAW
& BEDNAR LLC

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Court-Appointed Receiver

UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF UTAH

U.S. COMMODITY FUTURES
TRADING COMMISSION,

Plaintiff,

v.

U.S. VENTURES LC, a Utah limited liability
company, WINSOME INVESTMENT
TRUST, an unincorporated Texas entity,
ROBERT J. ANDRES and ROBERT L.
HOLLOWAY,

Defendants.

**THE RECEIVER'S FIFTH MOTION
FOR PERMISSION TO FINALIZE
SETTLEMENT AGREEMENTS**

Case No. 2:11CV00099 BSJ

Judge Bruce S. Jenkins

R. Wayne Klein, the Court-Appointed Receiver¹ (the "Receiver"), by and through his
counsel of record, hereby notifies the Court that he has entered into seven additional preliminary

¹ The Receiver has been appointed over U.S. Ventures LC ("USV"), Winsome Investment Trust ("Winsome"), and all the assets of Robert J. Andres ("Andres") and Robert L. Holloway ("Holloway").

settlement agreements of lawsuits he has filed. In five of these, the defendants have agreed to make payments to the Receiver in settlement of claims that the Receiver has asserted against them and in the remaining two, the defendants have demonstrated financial inability to pay and have agreed to waive any claims they might otherwise assert against the Receivership Estate.

The Receiver moves for Court approval to finalize these settlements.

The Receiver believes these settlements are fair, reasonable, and in the best interests of the investors who provided money to US Ventures and Winsome. The first settlement involves Sheppard Mullin, a New York law firm, returning \$12,155.72 that it received from Winsome. In the second settlement agreement, Nordstrom Bank, FSB, is agreeing to repay \$22,000.00 of the amount it received in payments from US Ventures for credit card charges for Holloway's wife. In the third agreement, Mark Bush is agreeing to return \$275,000.00 in excess payments received by him and companies affiliated with him. The fourth agreement will result in Norbert Keeney paying \$20,000.00 to the Receivership in satisfaction of allegations he received excess payments. The fifth agreement will result in Sacred Site Properties repaying the entire \$13,842.53 in overpayments it received from Winsome.

The sixth agreement involves JKKB and Jonathan Bogard, who provided documentation showing they invested an amount equal to 92% of the amount they received, that JKKB has ceased operations, and that Bogard received a discharge in bankruptcy in 2009. The defendants have provided documents and information to the Receiver and waive any claims against funds recovered by the Receiver. The seventh agreement involves Jason Buck, who provided documentation showing that an affiliated entity had invested funds for his benefit. Buck and the affiliated entity have waived any claims to recovery. These settlements are described in more

detail in the accompanying memorandum.

This motion is brought pursuant to Paragraphs 1 and 27 of the Order Granting Plaintiff's Ex Parte Motion for Statutory Restraining Order, Expedited Discovery, Accounting, Order to Show Cause re Preliminary Injunction and Other Equitable Relief (the "Receivership Order"). (Doc. #15). Paragraph 1 of the Receivership Order vests the Court with jurisdiction over the parties and the subject matter of the receivership. Paragraph 27(i) of the Receivership Order authorizes the Receiver to initiate, defend, or compromise any actions or proceedings necessary to increase the assets of the receivership entities and to recovery payments made improperly by the Defendants.

This motion is made and based on the memorandum in support filed contemporaneously herewith. Attached hereto as Exhibit 1 is a proposed order.

DATED this 23rd day of April, 2012.

MANNING CURTIS BRADSHAW
& BEDNAR, LLC

/s/ David C. Castleberry
David C. Castleberry
Aaron C. Garrett
*Attorneys for R. Wayne Klein, Court-Appointed
Receiver*

CERTIFICATE OF SERVICE

I hereby certify that on this 23rd day of April, 2012, I caused to be served in the manner indicated below a true and correct copy of the attached and foregoing **THE RECEIVER'S FIFTH MOTION FOR PERMISSION TO FINALIZE SETTLEMENT AGREEMENTS** upon the following:

- VIA FACSIMILE
- VIA HAND DELIVERY
- VIA U.S. MAIL
- VIA FEDERAL EXPRESS
- VIA EMAIL
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/s/ David C. Castleberry