

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

CASE NO.: 16-cv-21301-GAYLES

SECURITIES AND EXCHANGE COMMISSION,

Plaintiff,

v.

ARIEL QUIROS,
WILLIAM STENGER,
JAY PEAK, INC.,
Q RESORTS, INC.,
JAY PEAK HOTEL SUITES L.P.,
JAY PEAK HOTEL SUITES PHASE II. L.P.,
JAY PEAK MANAGEMENT, INC.,
JAY PEAK PENTHOUSE SUITES, L.P.,
JAY PEAK GP SERVICES, INC.,
JAY PEAK GOLF AND MOUNTAIN SUITES L.P.,
JAY PEAK GP SERVICES GOLF, INC.,
JAY PEAK LODGE AND TOWNHOUSES L.P.,
JAY PEAK GP SERVICES LODGE, INC.,
JAY PEAK HOTEL SUITES STATESIDE L.P.,
JAY PEAK GP SERVICES STATESIDE, INC.,
JAY PEAK BIOMEDICAL RESEARCH PARK L.P.,
AnC BIO VERMONT GP SERVICES, LLC,

Defendants, and

JAY CONSTRUCTION MANAGEMENT, INC.,
GSI OF DADE COUNTY, INC.,
NORTH EAST CONTRACT SERVICES, INC.,
Q BURKE MOUNTAIN RESORT, LLC,

Relief Defendants.

Q BURKE MOUNTAIN RESORT, HOTEL
AND CONFERENCE CENTER, L.P.
Q BURKE MOUNTAIN RESORT GP SERVICES, LLC,

Additional Receivership Defendants¹

**ORDER APPROVING RECEIVER'S SETTLEMENT AND MUTUAL RELEASE
WITH WATER PARK CONTRACTORS AND SUPPLIERS**

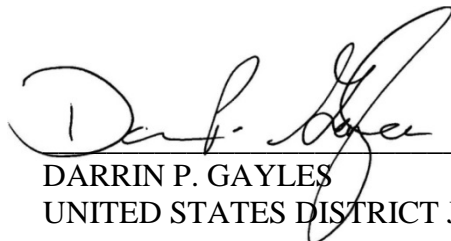
¹See Order Granting Receiver's Motion to Expand Receivership dated April 22, 2016 [ECF No.: 60].

THIS MATTER comes before the Court upon the receiver, Michael I. Goldberg's (the "Receiver") Motion to Approve Settlement Agreement and Mutual Release with Water Park Contractors and Suppliers (the "Motion") [ECF No. 441]. The Court, having reviewed the Motion, being advised that counsel for the Securities and Exchange Commission has no objection and Defendants Ariel Quiros and William Sanger take no position on the relief requested in the Motion, and finding that the Receiver has made a sufficient and proper showing in support of the relief requested,

IT IS ORDERED, ADJUDGED AND DECREED, as follows:

1. The Motion is **GRANTED**.
2. The Receiver is authorized to enter into the Settlement Agreement and the Mutual Release (jointly, the "Settlement Documents") with D.E.W. Construction, Inc., Black River Design Architects, PLC, Ramaker and Associates, Inc., Vermont Heating & Ventilating Co. and FabricAir, Inc., in the forms attached to the Motion as Exhibit "A" and Exhibit "B" and to execute any documents and take any actions reasonably necessary to consummate the transactions contemplated in the Settlement Documents.
3. The Court shall retain jurisdiction to enforce the terms of the Settlement Documents.

DONE AND ORDERED in Chambers at Miami, Florida, this 25th day of January, 2018.


DARRIN P. GAYLES
UNITED STATES DISTRICT JUDGE