

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

SECURITIES AND EXCHANGE
COMMISSION,

Plaintiff,

v.

TIMOTHY BARTON,
CARNEGIE DEVELOPMENT, LLC,
WALL007, LLC,
WALL009, LLC,
WALL010, LLC,
WALL011, LLC,
WALL012, LLC,
WALL016, LLC,
WALL017, LLC,
WALL018, LLC,
WALL019, LLC,
HAOQIANG FU (a/k/a MICHAEL FU),
STEPHEN T. WALL,

Defendants,

DJD LAND PARTNERS, LLC, and
LDG001, LLC,

Relief Defendants.

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Civil Action No. 3:22-cv-2118-X

**ORDER GRANTING RECEIVER’S MOTION TO RATIFY AGREEMENT
WITH DLP CAPITAL AND OTHER DLP ENTITIES**

Before the Court is the Receiver’s Motion to Ratify Agreement with DLP
Capital and Other DLP Entities.¹ [Doc. No. 95]. The Court notes that the Receiver

¹ The “DLP Entities” include DLP Real Estate Capital, Inc., DLP Winter Haven Ventures, LLC, Orchard Farms Ventures, LLC, and Marine Creek Ventures, LLC. Doc. No. 95 at 1.

was not obligated to obtain the Court's approval for this action,² but it agrees with the Receiver that his proposed agreement with the DLP Entities, as described in the instant motion,³ is in the best interests of the Receivership. Accordingly, the Court **GRANTS** the motion and **RATIFIES** the Receiver's agreement with the DLP Entities.

IT IS SO ORDERED, this 21st day of December, 2022.



BRANTLEY STARR
UNITED STATES DISTRICT JUDGE

² See Doc. No. 29 (granting the Receiver the power to, “without further Order of th[e] Court, transfer, compromise, or otherwise dispose of any Receivership Property, other than real estate, in the ordinary course of business, on terms and in the manner the Receiver deems most beneficial to the Receivership Estate, and with due regard to the realization of the true and proper value of such Receivership Property”).

³ Doc. No. 95 at 10–30.