

TOTAL PAGES: 3

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IN THE UNITED STATES BANKRUPTCY COURT

EASTERN DISTRICT OF CALIFORNIA - FRESNO DIVISION

In re:

MARIO ALBERTO GUERRA,

Debtor.

Case No. 17-11365-B-7

Chapter 7

DC No.: RWR-3

Date: N/A

Time: N/A

Dept: B

Ctmm: 13, Fifth Floor

Location: 2500 Tulare Street
Fresno, CA

Judge: Honorable Rene Lastreto II

**DECLARATION OF DAVID MOECK IN SUPPORT OF
TRUSTEE'S MOTION TO EMPLOY SPECIAL COUNSEL**

I am an adult person over the age of 18 and competent to testify about the matters set forth herein. If called upon to testify to the facts set forth in this declaration I can and would do so. I am an attorney at law, licensed to practice law within the state of California. I was admitted to the California State Bar in 1999. During that time, I have tried over 15 cases to verdict and am a member of ABOTA and currently serve as the ABOTA Membership Chair.

The proposed lawsuit, which is the subject of this motion, would be an action for tortious injuries suffered as result of bad faith by Infinity Insurance Company. Infinity provided Commercial Liability Insurance for Debtor, Mario Alberto Guerra ("Debtor Guerra") and by reason of additional insured provisions in the policy, provided coverage for Debtor, Daniel M.

1 Canchola ("Debtor Canchola").

2 I am fully familiar with bad faith litigation and the issues raised by the instant action,
3 regarding the refusal of the Debtor's insurer, Infinity, to resolve the underlying litigation in an
4 amount that would have resulted in a dismissal with prejudice of the underlying action against
5 the Mr. Canchola and Mr. Guerra and eliminated any threat of judgment against them.

6 After my review of the facts and discussion with general counsel, it is my belief that the
7 Debtor has a valid claim for tortious injuries and potentially contractual damages suffered as a
8 result of bad faith by the insurer. It is my understanding that the trustees of the respective
9 bankruptcy estates have formed an agreement to split the net recovered proceeds between the
10 bankruptcy estates.

11 I have not represented any creditor or other party in either the bankruptcy cases of Debtor
12 Guerra or Debtor Canchola.

13 I have reviewed the list of creditors of both Debtors and confirm I have no business,
14 professional or personal relationship or connection in any manner to the Debtors, any listed
15 creditors, or any other party in interest, their respective attorneys or accountants, or the United
16 States Trustee, or any person employed in the office of the United States Trustee.

17 I have reviewed the provisions of 11 U.S.C. § 327 and Rule 2014 of the Federal Rules of
18 Bankruptcy Procedure and confirm I am a disinterested person as that term is defined therein.

19 I have reviewed the Attorney-Client Contingent Fee Contract ("Agreement") attached as
20 Exhibit "A" to the Exhibit Documents and confirm it is a true and correct copy of the Agreement
21 for my professional services as requested by this motion and confirm it accurately represents the
22 terms and conditions for my employment.

23 I understand and acknowledge that payment of my fees following settlement or verdict, of
24 any claims pertaining to the bankruptcy estate will be subject to Bankruptcy Court approval.

25 I am not aware of nor do I anticipate any conflict of interest between my simultaneous
26 representation of Debtor Canchola and Debtor Guerra. This evaluation is based upon the
27 following:

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