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8 UNITED STATES BANKRUPTCY COURT
9 EASTERN DISTRICT OF CALIFORNIA
10 SACRAMENTO DIVISION

11 In re:

12 STOCKTON GOLF AND COUNTRY
13 CLUB, a California Nonprofit Mutual
Benefit Corporation,

14 Reorganized Debtor.
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16

CASE NO.: 22-22585

Chapter 11

DCN: FWP-24

Date: December 19, 2023
Time: 11:00 a.m.
Courtroom: 32
Judge: Christopher D. Jaime

17 **ORDER AUTHORIZING ENTRY OF FINAL**
18 **DECREE AND CLOSING OF CHAPTER 11 CASE**

19 The Motion of Stockton Golf & Country Club, a California Nonprofit Mutual Benefit
20 Corporation, the reorganized debtor ("Debtor") in the above-referenced Chapter 11 case, came on
21 for hearing at the above-captioned date, time, and place. Appearances were noted on the record.
22 Based on the evidence and authorities presented, and good cause appearing therefor,

23 **IT IS ORDERED** that:

- 24 1. The Motion is granted as set forth herein.
- 25 2. The Debtor may submit an Order closing the case and entering a final decree (the
26 "Closure Order") upon the filing of the required filings in the bankruptcy court, and upon the
27 recommencement of monthly reports under its loan documents with Bank of Stockton.
- 28 3. Prior to submission of the Closure Order, the Debtor shall obtain approval as to the

1 form of the Closure Order from the Office of the United States Trustee and the Bank of Stockton.

2 4. The following agreement to resolve a pre-hearing objection to approval of closing
3 the Case, raised by counsel for Diego Salcedo (Claim No. 23), Diego Salcedo et al. pursuant to the
4 California Private Attorneys General Act (“PAGA”) (Claim No. 22), and Diego Salcedo,
5 individually as a member of the general public similarly situated (Claim No. 21) is hereby approved
6 as follows:

- 7 a. The Debtor shall stipulate to allow the unliquidated Claim 23 in the amount of
8 \$25,000;
- 9 b. The Debtor shall stipulate to allow the unliquidated Claim 22 in the amount of
10 \$25,000 for Diego Salcedo’s individual PAGA claim. The allowed claims stated
11 in 4 a. and 4.b are referred to herein as the “Allowed Diego Claims”;
- 12 c. Diego Salcedo shall dismiss the State Court complaint attached to Claim No. 22
13 with prejudice as to Diego Salcedo and without prejudice with respect to others,
14 and the unliquidated portion of Claim No. 22 shall be deemed withdrawn in this
15 Case;
- 16 d. Diego Salcedo shall also dismiss the unliquidated State Court complaint
17 attached to Claim No. 21 with prejudice as to Diego Salcedo and without
18 prejudice with respect to others, and the unliquidated Claim No. 21 shall be
19 deemed withdrawn in this Case;
- 20 e. The Debtor shall treat the Allowed Diego Claims as members of the Class 12
21 Convenience Class under Section 4.23 of the Plan at pg 25-26 and shall pay each
22 of such claims 10% of the \$25,000 allowed amounts on or prior to December
23 31, 2023, as provided for in the Plan (a total payment of \$5,000);
- 24 f. This settlement shall not have any res judicata or collateral estoppel effect, and
25 neither party shall be deemed to have admitted any issue of fact or law raised in
26 Claims 21, 22, and 23. Debtor stipulates not to seek costs in connection with
27 either of the dismissals set forth in 4.c. or 4.d. herein.

28 5. The Court shall retain jurisdiction to hear and determine all matters regarding the

1 interpretation of the Plan and accomplishment of any purposes set forth in the Plan to the greatest
2 extent allowable under the applicable Plan provisions.

3 APPROVED AS TO FORM:

4 **OFFICE OF THE UNITED STATES TRUSTEE**

5 /s/ Jason Blumberg

6 By: Jason Blumberg
Trial Attorney

7 **DOWNEY BRAND, LLP**

8 /s/ Jamie Dreher

9 By: Jamie Dreher
Counsel for Bank of Stockton

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11 APPROVED AS TO FORM AND CONTENT:

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13 **SCHEPPACH BAUER PC**

14 /s/ John M. Scheppach

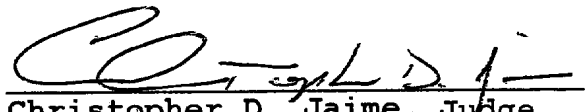
15 By: John M. Scheppach
Counsel to Diego Salcedo

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17 **FELDERSTEIN FITZGERALD WILLOUGHBY
PASCUZZI & RIOS LLP**

18 /s/ Thomas A. Willoughby

19 By: Thomas A. Willoughby
Counsel for Stockton Golf & Country
Club, a California Nonprofit
Mutual Benefit Corporation

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22 **Dated:** December 21, 2023

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25 Christopher D. Jaime, Judge
26 United States Bankruptcy Court
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