

This order is SIGNED.



Dated: November 5, 2018

**R. KIMBALL MOSIER
U.S. Bankruptcy Judge**

Prepared and Submitted by:

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IN THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF UTAH
CENTRAL DIVISION

In re:

THE FALLS EVENT CENTER LLC,
THE FALLS AT ELK GROVE, LLC,
THE FALLS AT ST. GEORGE, LLC,
THE FALLS AT FRESNO, LLC,

Debtors-in-Possession.

Bankruptcy Case No. 18-25116
Bankruptcy Case No. 18-25208
Bankruptcy Case No. 18-26653
Bankruptcy Case No. 18-27713

Chapter 11

Chief Judge R. Kimball Mosier

[Filed via ECF]

**ORDER APPROVING STIPULATION AND JOINT MOTION UNDER BANKRUPTCY
RULE 4001(d)(4) FOR APPROVAL OF SETTLEMENT AGREEMENT CONCERNING
MOTIONS FOR RELIEF FROM STAY FILED BY LENDER IBORROW, L.P.**

This matter came before the Court on Wednesday, October 31, 2018, for a hearing on the *Stipulation and Joint Motion under Bankruptcy Rule 4001(d)(4) for Approval of Settlement Agreement Concerning Motions for Relief From Stay* filed by Lender iBorrow, L.P. (the “**Stipulation and Settlement Agreement**”) [Dkt. 179, Case No. 18-25116; Dkt. 27, Case No. 18-25208; Dkt. 16, Case No. 18-26653; Dkt. 7, Case No. 18-27713] between The Falls Event Center, LLC (“**Debtor TFEC**”), The Falls at Elk Grove, LLC (“**Debtor Elk Grove**”), The Falls at St. George, LLC (“**Debtor St. George**”), and The Falls at Fresno, LLC (“**Debtor Fresno**”) (collectively the “**Debtors**”), on the one hand, and Secured Creditor iBorrow, L.P. f/k/a Eagle Group Finance, L.P., a California limited partnership (“**iBorrow**” or “**Lender**”), on the other hand. At the hearing, Michael R. Johnson and David H. Leigh represented the Debtors, Adelaide Maudsley represented the Lender, and Doyle S. Byers represented the Official Committee of Unsecured Creditors appointed in Debtor TFEC’s Chapter 11 case.

The Stipulation and Settlement Agreement was entered into between the Debtors and the Lender to resolve the following three Motions (collectively the “**Motions for Relief from Stay**”) filed by the Lender: (a) Lender’s *Motion for Relief From Stay with Imposition of Bar on Refiling or, in the Alternative, Motion to Dismiss Chapter 11 Case with Prejudice* (the “**Elk Grove Motion for Relief**”) (Case No. 18-25208, Dkt. 11) that was filed on August 2, 2018, in Case No. 18-25208 (the “**Elk Grove Case**”); (b) Lender’s *Motion for Relief From Stay* (the “**TFEC Motion**”) (Case No. 18-25116, Dkt. 38) that was filed on August 2, 2018, in Case No. 18-25116 (the “**TFEC Case**”); and (c) Lender’s *Motion for Relief From Stay* (the “**St. George Motion for Relief**”) (Case No. 18-26653, Dkt. 6) that was filed on September 6, 2018, in Case No. 18-26653 (the “**St. George Case**”).

The Stipulation and Settlement Agreement was presented to the Court at the final hearing scheduled for the Motions for Relief from Stay on October 31, 2018. At that hearing, the Court carefully considered the arguments and representations of counsel and all other parties in interest. At the conclusion of the hearing, the Court made its findings and conclusions on the record whereupon it found and concluded that the Stipulation and Settlement Agreement was

well-taken, and that it could and would be approved by the Court without further notice or hearing pursuant to Federal Rule of Bankruptcy Procedure 4001(d)(4). The Court's findings and conclusions are incorporated herein by this reference.

Based upon the foregoing, and good cause appearing therefore, **IT IS HEREBY ORDERED** as follows:

1. This Court has jurisdiction over the Elk Grove Case, the TFEC Case, the St. George Case, and the Fresno Case (collectively the "Cases"), as well as the Stipulation and Settlement Agreement, pursuant to 28 U.S.C. §§ 1334 and 157(b)(2)(G), and the Stipulation and Settlement Agreement that resolves the Motions for Relief From Stay is a core proceeding. Venue of the Cases is appropriate under 28 U.S.C. § 1408(a).

2. Pursuant to Federal Rule of Bankruptcy Procedure 4001(d)(4), no further notice of the Stipulation and Settlement Agreement or any hearing thereon is needed under the circumstances for this Court to approve the Stipulation and Settlement Agreement.

3. The Stipulation and Settlement Agreement is hereby approved by the Court, and the Debtors are authorized to take all actions necessary to effectuate the transactions and agreements outlined in the Stipulation and Settlement Agreement.

4. The procedures prescribed in paragraphs (1), (2), and (3) of Bankruptcy Rule 4001(d) shall not apply, and the Stipulation and Settlement Agreement is hereby approved under Bankruptcy Rule 4001(d)(4) without further notice.

5. Upon entry of this Order, legal control of the Elk Grove Event Center shall be surrendered by Debtor Elk Grove to the Lender.

6. Debtor TFEC is authorized to enter into the Lease of the Elk Grove Event Center as outlined in the Stipulation and Settlement Agreement, and is further authorized to take all actions contemplated by the Lease and to comply with all of the requirements of the Lease.

7. As outlined in the Stipulation and Settlement Agreement, the Lender has waived all claims for a deficiency or any other secured claim or unsecured claim or administrative claim

against Debtor Elk Grove, Debtor TFEC, Debtor St. George, Debtor Fresno, EFalls Properties Elk Grove CA LLC, and any other subsidiary of Debtor TFEC.

8. Upon entry of this Order, the Lender shall expeditiously cause that the St. George Recorded Documents that are of record against the St. George Property and the Fresno Recorded Documents that are of record against the Fresno Property (as identified in the Stipulation and Settlement Agreement) shall be reconveyed and released of record.

9. The Lender has reserved all of its rights to claim a deficiency and any and all other rights and claims against Steven L. Down (“**Down**”), pursuant to the Guaranty of Recourse Obligations (the “**Down Guaranty**”), following the completion of Lender’s foreclosure of the Elk Grove Property.

10. The fourteen (14) day stay under Bankruptcy Rule 4001(a)(3) is hereby waived, and this Order shall be effective upon its entry.

11. This Order shall be entered in and shall be effective in all of the Debtors’ Chapter 11 bankruptcy cases (i.e., the TFEC Case (Case No. 18-25116) for Debtor TFEC, the Elk Grove Case (Case No. 18-25208) for Debtor Elk Grove, the St. George Case (Case No. 18-26653) for Debtor St. George, and Case No. 18-27713 for Debtor Fresno.

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Approved as to Form:

/s/ Adelaide Maudsley (signed by Debtors’ counsel with permission)
Attorney for iBorrow, L.P., f/k/a Eagle Group Finance, L.P.

Trial Attorney, Office of the United States Trustee

/s/ Doyle S. Byers (signed by Debtors’ counsel with permission)
Counsel for the Official Committee of Unsecured Creditors in the TFEC Case

CERTIFICATE OF SERVICE

I hereby certify that on November 1, 2018, I electronically filed the foregoing proposed **ORDER APPROVING STIPULATION AND JOINT MOTION UNDER BANKRUPTCY RULE 4001(d)(4) FOR APPROVAL OF SETTLEMENT AGREEMENT CONCERNING MOTIONS FOR RELIEF FROM STAY FILED BY LENDER IBORROW, L.P.** with the United States Bankruptcy Court for the District of Utah in the Debtors' Cases (i.e., Case No. 18-25116, Case No. 18-25208, Case No. 18-26653, and Case No. 18-27713) by using the CM/ECF system. I further certify that the parties of record in the Debtors' Cases are registered CM/ECF users and will be served through the CM/ECF system.

/s/ Dianne Burton

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