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CANNISTRACI LAW FIRM

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10 Attorneys for Defendants

CANNISTRACI LAW FIRM  
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11 UNITED STATES DISTRICT COURT  
12 NORTHERN DISTRICT OF CALIFORNIA  
13 SAN JOSE DIVISION

14 VISIONQUEST CHC, LLC; GATEWAY  
15 COMMUNITY CHURCH, et. al.

16 Plaintiffs,  
17 vs.

18 RONALD BUCHHOLZ, et. al.

19 Defendants.  
20

) Case No. 5-08-cv-03410 RMW  
)  
) **STIPULATION AND ~~PROPOSED~~**  
) **ORDER APPROVING STIPULATED**  
) **JUDGMENT**

21  
22 The parties by and through their respective counsel hereby stipulate to an order approving  
23 the Stipulation for Entry of Judgment and Stipulated Judgment filed herewith as Exhibits 1-2:

24 Dated: August 13, 2010

CANNISTRACI LAW FIRM

25 /s/ Sharonrose Cannistraci  
Sharonrose Cannistraci, Esq.  
26 Counsel for Plaintiffs

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Dated: August 13, 2010

PINNACLE LAW GROUP, LLP

/s/ William W. Schofield

William W. Schofield or Andrew A. August  
Counsel for Defendants

**ORDER**

PURSUANT TO STIPULATION, and GOOD CAUSE APPEARING THEREFOR, IT IS SO  
ORDERED that the Court approves the proposed Stipulated Judgment filed herewith as Exhibit 2.

Date: 8/27 2010

Ronald M. Whyte  
UNITED STATES DISTRICT JUDGE

**\*\*END OF ORDER\*\***

CANNISTRACI LAW FIRM  
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EX. 1

CANNISTRACI LAW FIRM  
16450 Los Gatos Blvd. • Suite 110 • Los Gatos, CA 95032

1 **Sharonrose Cannistraci, CSBN 121827**  
2 **CANNISTRACI LAW FIRM**  
3 16450 Los Gatos Blvd, Suite 110  
4 Los Gatos, CA 95032  
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7 Email: [sharonrose@cannistracilaw.com](mailto:sharonrose@cannistracilaw.com)

8 Attorney for Plaintiffs

9 UNITED STATES DISTRICT COURT  
10 NORTHERN DISTRICT OF CALIFORNIA  
11 SAN JOSE DIVISION

12 VISIONQUEST CHC, LLC; GATEWAY ) Case No. 5-08-cv-03410 RMW  
13 COMMUNITY CHURCH, et. al. )  
14 Plaintiffs, ) **STIPULATION FOR ENTRY OF**  
15 vs. ) **JUDGMENT**  
16 RONALD BUCHHOLZ, et. al. )  
17 Defendants. )  
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IT IS HEREBY STIPULATED by and between Plaintiff Visionquest CHC, LLC also known as Visionquest, LLC and Plaintiff Gateway Community Church, Inc. also known as Harvest City Church (collectively "Plaintiffs") and Defendant Ronald Buchholz to enter into this Stipulation for Entry of Judgment (herein "Stipulation") on the following terms:

- 1. Defendant Ronald Buchholz shall pay to Plaintiffs the total sum of \$25,000 (Twenty Five Thousand Dollars), payable as follows:
  - a. \$12,500 (Twelve Thousand Five Hundred Dollars) shall be paid within 7 business days of execution of this Stipulation for Entry of Judgment ("Initial Payment");

Stip & Order Approving Settlement 1  
*Stip for Entry of Judgment*

CANNISTRACI LAW FIRM  
16450 Los Gatos Blvd. • Suite 110 • Los Gatos, CA 95032

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- b. the balance of \$25,000 owed by defendant Ronald Buchholz shall be paid to Plaintiffs in three installments over 15 months as follows:
  - (i) \$4,000 shall be paid five months after execution of the Stipulation for Entry of Judgment;
  - (ii) \$4,000 shall be paid ten months after execution of the Stipulation for Entry of Judgment; and,
  - (iii) \$4,500 shall be paid to plaintiffs fifteen months after execution of the Stipulation for Entry of Judgment;
- c. All payments shall be in good and sufficient funds free of any superior claim and shall be delivered via check made payable to "Sharonrose Cannistraci attorney trust account" and mailed to the Cannistraci Law Firm at 16450 Los Gatos Blvd. Suite 110, Los Gatos, CA 95032.
- d. Time is of the essence in each payment provided for herein.

2. The effective date of this Stipulation for Entry of Judgment and Settlement Agreement and Mutual Release executed herewith shall be the date Plaintiffs' counsel timely receives the Initial Payment of \$12,500 in good and sufficient funds free of any superior claim.

3. If the Initial Payment is not timely paid or is not free of any superior claim then this Stipulation for Entry of Judgment and the Settlement Agreement and Mutual Release executed herewith shall be null and void and of no force or effect.

4. If after the Initial Payment is timely paid, Defendant Ronald Buchholz thereafter defaults in making any one of the remaining three installment payments, upon ex parte application of Plaintiffs the Court shall enter judgment against Defendant Ronald Buchholz on the Second Claim for Breach of Contract of the Third Amended Complaint on file herein and in favor of Plaintiffs, and each of them in the amount of \$25,000 total less a credit for the Initial Payment.

5. Ronald Buchholz hereby represents to Plaintiffs and the Court that each defendant's liabilities exceed that defendant's own assets, and that each defendant cannot individually, and all Defendants collectively, have no ability or means to substantially repay Plaintiffs the sum of \$1,250,000 borrowed from Plaintiffs, which representation is a material inducement for Plaintiffs to enter into this Stipulation for Entry of Judgment and Settlement Agreement and Mutual Release.

~~Stip & Order Approving Settlement~~ 2  
*Stip for Entry of Judgment*

1 6. Each side bears its own costs and attorney's fees incurred herein.

2 7. All other claims and causes of action against the other defendants shall be deemed  
3 dismissed with prejudice upon Ronald Buchholz' timely payment of \$12,500 (Twelve Thousand  
4 Five Hundred Dollars) to Plaintiff Visionquest CHC, LLC in good and sufficient funds.

5 8. The parties agree to promptly execute all documents necessary to carry out the terms  
6 of the Stipulation and Stipulated Judgment.

7 9. The parties represent that they have not assigned or transferred any claim or right to  
8 any other person or entity not a party hereto and defendant Ronald Buchholz represents he has the  
9 funds on hand to make the initial payment due under the parties' settlement agreement.

10 10. Each party represents that they are fully authorized to enter into this Stipulation for  
11 Entry of Judgment.

12 11. In consideration of this Stipulation for Entry of Judgment and Stipulated Judgment,  
13 the parties hereby waive any right to appeal this Stipulation for Entry of Judgment or Stipulated  
14 Judgment.

15 12. Each party agrees to bear their own costs and attorneys' fees incurred herein.

16 13. The court shall reserve jurisdiction to enforce and interpret this Stipulation for Entry  
17 of Judgment and the Stipulated Judgment.

18 14. This Stipulation may be executed in any number of counterparts, each of which shall  
19 be deemed an original, but all of which taken together, shall constitute one in the same agreement.  
20 Copies (including facsimile or electronic mail copies) of the executed Stipulation for Entry of  
21 Judgment may be used in place of the original in the court's entry of the Stipulated Judgment filed  
22 herewith or in any legal proceeding between the parties.

23 IN WITNESS WHEREOF, the undersigned parties execute this Stipulation for Entry of  
24 Judgment and agree to the Stipulated Order and Stipulated Judgment and Injunction filed  
25 herewith.

*Stip for Entry of Judgment*

1 PLAINTIFFS:

2 Dated: August 12, 2010 VISIONQUEST CHC, LLC also known as VISIONQUEST,  
3 LLC  
4 By [Signature], Manager

5 Dated: August 14, 2010 GATEWAY COMMUNITY CHURCH, Inc. also known as  
6 HARVEST CITY CHURCH  
7 By [Signature], President

8 DEFENDANTS

9 Dated: Aug 9, 2010 [Signature]  
10 RONALD BUCHHOLZ

11 Dated: Aug 9, 2010 [Signature]  
12 CHARICE BUCHHOLZ also known as CHARICE  
13 BUCHHOLZ-FISCHER

14 Dated: Aug 9, 2010 SOLOMON CAPITAL, INC.  
15 By [Signature], President

16 Dated: Aug 9, 2010 EQUITY ENTERPRISES, INC.  
17 By [Signature], President

18 Dated: Aug 9, 2010 EQUITY ENTERPRISES-NEVADA, INC.  
19 By [Signature], President

20 Dated: Aug 9, 2010 RNC HOLDINGS, LLC  
21 By [Signature], Manager

22 Dated: Aug 9, 2010 RDB DEVELOPMENT, LLC,  
23 By [Signature], Manager

1	Dated: <u>Aug. 9,</u> 2010	EENI-PATRIOT COURTYARDS, LLC, By <u>[Signature]</u> , Manager
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3	Dated: <u>Aug. 9,</u> 2010	COMMUNITY REAL ESTATE, LLC, By <u>[Signature]</u> , Manager
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6	Dated: <u>Aug. 9,</u> 2010	THE DISTRICT, LLC, By <u>[Signature]</u> , Manager
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8	Dated: <u>Aug. 9,</u> 2010	PHOENIX VALLEY DEVELOPMENT, LLC, By <u>[Signature]</u> , Manager
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11	Dated: <u>Aug. 9,</u> 2010	EENI-PATRIOT COURTYARDS, LLC, By <u>[Signature]</u> , Manager Nevada limited liability company
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14	Dated: <u>Aug. 9,</u> 2010	EENI-DURANGO TRAILS, LLC By <u>[Signature]</u> , Manager
15		
16	Dated: <u>Aug. 9,</u> 2010	EENI-RAY RANCH, LLC also known as E.E.N.I.-RAY RANCH, LLC By <u>[Signature]</u> , Manager
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19	Dated: <u>Aug. 9,</u> 2010	EENI-PASEO VILLAGE, LLC also known as EENI-PASEO VILLAGE OFFICE INVESTMENTS, LLC, By <u>[Signature]</u> , Manager
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22	Dated: <u>Aug. 9,</u> 2010	PATRIOT COURTYARDS INVESTORS, LLC By <u>[Signature]</u> , Manager
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24	Dated: <u>Aug. 9,</u> 2010	EENI-PATRIOT COURTYARDS, LLC, By <u>[Signature]</u> , Manager
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Stip & Order Approving Settlement- 5  
 Stip for Entry of Judgement



EX. 2

1 Sharonrose Cannistraci, CSBN 121827  
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Attorney for Plaintiffs

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6 Andrew A. August, SBN 112851  
William W. Schofield, SBN 062674  
Kevin F. Rooney, SBN 184096  
7 Pinnacle Law Group, LLP  
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Telephone 415.394.5700  
9 Facsimile 415.394-5003  
Attorneys for Defendants

11 UNITED STATES DISTRICT COURT  
12 NORTHERN DISTRICT OF CALIFORNIA  
13 SAN JOSE DIVISION

14 VISIONQUEST CHC, LLC; GATEWAY ) Case No. 5-08-cv-03410 RMW  
15 COMMUNITY CHURCH, et. al. )  
16 Plaintiffs, ) **[Proposed]**  
vs. ) **STIPULATED JUDGMENT**  
17 )  
RONALD BUCHHOLZ, et. al. )  
18 Defendants. )  
19 )  
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21 Pursuant to the Stipulation for Entry of Judgment filed herewith, the court hereby enters  
22 judgment against Defendant Ronald Buchholz as follows:

23  
24 On the Second Claim for Breach of Contract of the Third Amended Complaint herein, the court  
25 enters judgment in favor of Plaintiff Visionquest CHC, LLC also known as Visionquest, LLC and  
26

1 Plaintiff Gateway Community Church, Inc. also known as Harvest City Church (collectively  
2 "Plaintiffs"), and each of them, and against Defendant Ronald Buchholz, and hereby grants  
3 Plaintiffs' prayer for judgment against Defendant Ronald Buchholz as follows:

- 4 1. Judgment shall be entered in the amount of Twenty-Five Thousand Dollars (Twenty  
5 Five Thousand Dollars) against Defendant Ronald Buchholz. Defendant shall be entitled to a  
6 credit for all sums paid by Defendant Ronald Buchholz in accordance with the terms and  
7 conditions of the Stipulation for Entry of Judgment.
- 8 2. Each party shall bear their own costs and attorneys' fees.
- 9 3. The court hereby reserves jurisdiction to enforce the Stipulated Judgment.

11 IT IS HEREBY SO ORDERED, ADJUDGED AND DECREED.

13 Dated: \_\_\_\_\_, 2010

UNITED STATES DISTRICT JUDGE

15 By: \_\_\_\_\_