

FILED
ASHEVILLE, N.C.

JUN 20 2018

U.S. DISTRICT COURT
W. DIST. OF N.C.

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF NORTH CAROLINA
ASHEVILLE DIVISION
C.A. NO.: 16-cv-00282-MR-DLH

DLL FINANCE LLC formerly
known as Agricredit Acceptance LLC,

Plaintiff,

vs.

BRIGHT'S CREEK GOLF CLUB, LLC,
ALIANZA TRINITY HOLDINGS LLC
and MARC RUDOW as receiver
of the assets of Bright's Creek Golf Club, LLC,

Defendants.

CONSENT JUDGMENT

The parties having settled and compromise; and the defendants having offered to allow judgment against themselves and in favor of the plaintiff to be entered as hereinafter set forth; and all parties having agreed to the settlement and good cause appearing;

NOW THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED that the plaintiff DLL Finance LLC have and recover Judgment against the defendants as follows:

1. Judgment against the defendants Bright's Creek Golf Club, LLC and Alianza Trinity Holdings LLC, jointly and severally, in the principal amount of \$637,747.24 with interest from the date of judgment and thereafter at the judgment rate plus court costs, less any credits for payments made and the residual value of any equipment repossessed in accordance with the parties' Settlement Agreement executed in conjunction with this Consent Judgment ("Settlement Agreement");
2. Judgment against the defendants for possession of the following:

Equipment Description	Serial Number
Club Car PRE4PASE Elec Transport	JH1417456034
Club Car CAFBEXPG Gas Beverage Unit	AF1417455623
Club Car TURF295G Gas Utility	RC1418456739
Club Car TURF2G Gas Utility	RG1417455638
Club Car TURF2G Gas Utility	RG1417455633
Club Car TURF2G Gas Utility	RG1417455636
Club Car PRECE Elec Golf Car	JE1417455849
Club Car PRECE Elec Golf Car	JE1417455851
Club Car PRECE Elec Golf Car	JE1417455852
Club Car PRECE Elec Golf Car	JE1417455854
Club Car PRECE Elec Golf Car	JE1417455855
Club Car PRECE Elec Golf Car	JE1417455857
Club Car PRECE Elec Golf Car	JE1417455858
Club Car PRECE Elec Golf Car	JE1417455859
Club Car PRECE Elec Golf Car	JE1417455860
Club Car PRECE Elec Golf Car	JE1417455861
Club Car PRECE Elec Golf Car	JE1417455863
Club Car PRECE Elec Golf Car	JE1417455866
Club Car PRECE Elec Golf Car	JE1417455868
Club Car PRECE Elec Golf Car	JE1417455870
Club Car PRECE Elec Golf Car	JE1417455872
Club Car PRECE Elec Golf Car	JE1417455874
Club Car PRECE Elec Golf Car	JE1417455875
Club Car PRECE Elec Golf Car	JE1417455877
Club Car PRECE Elec Golf Car	JE1417455879
Club Car PRECE Elec Golf Car	JE1417455881
Club Car PRECE Elec Golf Car	JE1417455882
Club Car PRECE Elec Golf Car	JE1417455884
Club Car PRECE Elec Golf Car	JE1417455886
Club Car PRECE Elec Golf Car	JE1417455888
Club Car PRECE Elec Golf Car	JE1417455890
Club Car PRECE Elec Golf Car	JE1417455892
Club Car PRECE Elec Golf Car	JE1417455894
Club Car PRECE Elec Golf Car	JE1417455896
Club Car PRECE Elec Golf Car	JE1417455897
Club Car PRECE Elec Golf Car	JE1417455900
Club Car PRECE Elec Golf Car	JE1417455902
Club Car PRECE Elec Golf Car	JE1417455904
Club Car PRECE Elec Golf Car	JE1417455907
Club Car PRECE Elec Golf Car	JE1417455909
Club Car PRECE Elec Golf Car	JE1417455912
Club Car PRECE Elec Golf Car	JE1417455914

Club Car PRECE Elec Golf Car	JE1417455918
Club Car PRECE Elec Golf Car	JE1417455921
Club Car PRECE Elec Golf Car	JE1417455926
Club Car PRECE Elec Golf Car	JE1417455929
Club Car PRECE Elec Golf Car	JE1417455933
Club Car PRECE Elec Golf Car	JE1417455936
Club Car PRECE Elec Golf Car	JE1417455938
Club Car PRECE Elec Golf Car	JE1417455940
Club Car PRECE Elec Golf Car	JE1417455942
Club Car PRECE Elec Golf Car	JE1417455944
Club Car PRECE Elec Golf Car	JE1417455946
Club Car PRECE Elec Golf Car	JE1417455948
Club Car PRECE Elec Golf Car	JE1417455950
Club Car PRECE Elec Golf Car	JE1417455952
John Deere 8000E Fairway Mower	1TC80EHXCDF050115
John Deere 8000E Fairway Mower	1TC80EHXTDF050111
John Deere 8000E Fairway Mower	1TC80EHXHDF050105
John Deere 2500B Riding Greens Mower	1TC250BGKDT070690
John Deere 2500B Riding Greens Mower	1TC250BGCDT070692
Toro PC1298 Aerator	313000244
Toro PC648 Aerator	314000129
Custom ATT Ultragroomer Cassettes	No Serial Number
John Deere XUV825I 4S	1M0825GFKEM08027
John Deere XUV825I 4S	1M0825GEEEM08208
Taylor Dump Trailer	900201225
Salsco 810 Chipper	14021000101334200
Lely WFR Spreader	LE117810
Weidenmann Super600	275AC1084
John Deere 35G MiniX	1FF035DXCCG270501
John Deere 220E Mower	1M0220EAJCM04048
John Deere 220E Mower	1M0220EACCM0469
John Deere 220E Mower	1M0220EAECM040477
John Deere 220E Mower	1M0220EACDM04067 5
John Deere 220E Mower	1M0220EAPDM041067
John Deere 220E Mower	1M0220BATDM041066
John Deere 220E Mower	1M0220EAVDM04106 0
John Deere 220E Mower	1M0220EAADM04106

	1
Tru Turf MX5000	B3063
Tru Turf MX5000	B3064
Tru Turf MX5000	B3068
Tru Turf MX5000	B3072
Tru Turf MX5000	B3073
Tru Turf MX5000	B3074
Tru Turf MX5000	B3075
Tru Turf MX5000	B3076
John Deere 2020A Progator	1TC202ATVDT075031
John Deere HD300 Sprayer	1TC300GXCDT045148
John Deere TX Turf Gator	1MOTURFJTEM090173
John Deere TX Turf Gator	1MOTURFJKEM090189
John Deere TX Turf Gator	1MOTURFJIPDM081912
John Deere TX Turf Gator	1MOTURFJTEM090190
John Deere TX Turf Gator	1MOTURFJCDM081915
John Deere TX Turf Gator	1MOTURFJKEM090175
John Deere TX Turf Gator	1MOTURFJECM090172
John Deere TX Turf Gator	1MOTURFJEM090176
John Deere 2020A Progator	1TC202ATVET075077
John Deere TE Gator	1MOT145ECDM080451
John Deere TE Gator	1MOT145EHDM080303
John Deere TE Gator	serial # unknown
John Deere TE Gator	1MOT145EVDM080278
John Deere 1445 Traction Unit	1TC1445DPDT130781
John Deere 72 Rotary Deck	1TC1472XCDT131241
John Deere HD200 Sprayer	1TC200GXVCT070036
Buffalo Turbine Blower	22739
Buffalo Turbine Blower	22743
John Deere 2020A Progator	1TC202ATVBT075094
Agrimetal 660 Greens Roller	32779
Agrimetal 660 Greens Roller	32780
Ventrac 4500 Mower	AJ02131
Ventrac 4500 Mower	AJ02132
Ventrac 4500 Mower	AJ02144
Club Car PRE4PASE Elec Transport	JH1440500598
Club Car PRE4PASE Elec Transport	JH1440500599
John Deere 1445 Mower	1TC1445DJET135256

3. The Receiver shall have no responsibility or obligation for any monetary amount due under this Consent Judgment. Plaintiff shall not seek to recover any amount due under the

this Consent Judgment. The parties acknowledge that upon the Receiver's consent to the release above described equipment, the Consent Judgment is fully satisfied with respect to any obligation owed by the Receiver. The parties further acknowledge that the Receiver has no obligations under the Settlement Agreement and is not a party to same.

It is agreed that this Judgment shall not be filed provided the defendants make the payments set forth in the Settlement Agreement, executed contemporaneously with this Consent Judgment. Upon default, plaintiff shall be entitled to exercise any rights of nonpayment it may have, including but not limited to filing this Consent Judgment with the court and enforcing this judgment, or the remaining balance thereof, by any means allowed by law; and taking immediate possession of the equipment described herein without notice to defendants.

SO ORDERED, 20 June 2018, the Notice of Default having been filed.


United States District Judge

CONSENTED TO:

/s/ Caren D. Enloe

Caren D. Enloe

NC State Bar No. 17394

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Of SMITH DEBNAM NARRON DRAKE SAINTSING & MYERS, LLP

PO Box 26268

Raleigh NC 27611

Telephone: (919)250-2000

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Counsel for Plaintiff DLL Finance LLC

BRIGHT'S CREEK GOLF CLUB, LLC

By: _____

Its: _____

Date: _____

Consent Judgment from the Receiver. The Receiver's only responsibility with respect to the Consent Judgment is to consent to the release of the above described equipment upon entry of this Consent Judgment. The parties acknowledge that upon the Receiver's consent to the release above described equipment, the Consent Judgment is fully satisfied with respect to any obligation owed by the Receiver. The parties further acknowledge that the Receiver has no obligations under the Settlement Agreement and is not a party to same.

It is agreed that this Judgment shall not be filed provided the defendants make the payments set forth in the Settlement Agreement, executed contemporaneously with this Consent Judgment. Upon default, plaintiff shall be entitled to exercise any rights of nonpayment it may have, including but not limited to filing this Consent Judgment with the court and enforcing this judgment, or the remaining balance thereof, by any means allowed by law; and taking immediate possession of the equipment described herein without notice to defendants.

SO ORDERED.


United States District Judge

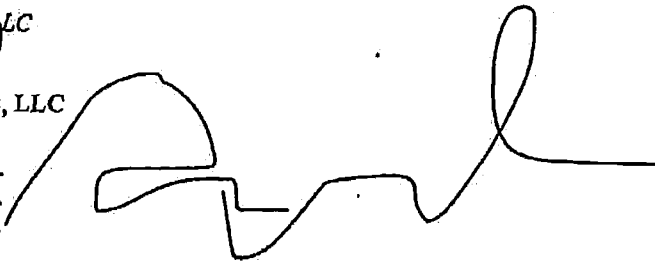
CONSENTED TO:



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Counsel for Plaintiff DLL Finance LLC

BRIGHT'S CREEK GOLF CLUB, LLC

By: 
Its: _____
Date: 4/26/18



ALIANZA TRINITY HOLDINGS LLC

By: Pasquale Giordano
Its: _____
Date: 4/26/18

MARC RUDOW as receiver of the assets of Bright's Creek Golf Club, LLC

By: _____

APPROVED AS TO FORM:

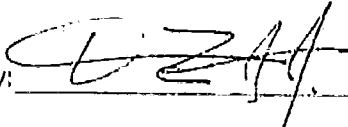
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ALIANZA TRINITY HOLDINGS LLC

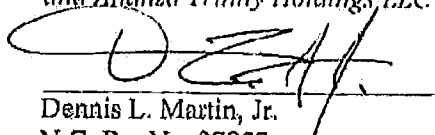
By: _____
Its: _____
Date: _____

MARC RUDOW as receiver of the assets of **Bright's Creek Golf Club, LLC**

By:  for Marc Rudow

APPROVED AS TO FORM:

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