

FILED & ENTERED

AUG 13 2010

CLERK U.S. BANKRUPTCY COURT
Central District of California
BY daniels DEPUTY CLERK

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UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA
SANTA ANA DIVISION

<p>11 In re</p> <p>12 PPA HOLDINGS, LLC, a California limited liability company,</p> <p style="text-align: center;">13 Debtor and 14 Debtor-in-Possession.</p> <hr/> <p>15 _____ Affects All Debtors</p> <p>16 <u> X </u> Affects PPA HOLDINGS, LLC, a California limited liability company</p> <p>17 _____ Affects PACIFIC PROPERTY ASSETS, LLC, a California limited liability company</p> <p>18 _____ Affects PPA RIVERSIDE APARTMENTS, a California limited liability company</p> <p>19 _____ Affects PACIFIC PROPERTY ASSETS II, LLC, a California limited liability company</p> <p>20 _____ Affects BELL COVE, LLC, a California limited liability company</p> <p>21 _____ Affects COUNTRY CLUB GREENS, LLC, a California limited liability company</p> <p>22 _____ Affects SYCAMORE SHADOWS, LLC, a California limited liability company</p> <p>23 _____</p> <p>24 _____</p> <p>25 _____</p> <p>26 _____</p> <p>27 _____</p> <p>28 _____</p>	<p>Case No. 8:09-bk-16353-ES</p> <p>Chapter 11</p> <p>(Jointly Administered with Case Nos. 8:09-bk-16355-ES; 8:09-bk-16358-ES; 8:09-bk-16361-ES; 8:09-bk-16363-ES; 8:09-bk-16367-ES; 8:09-bk-16369-ES; 8:09-bk-16371-ES; 8:09-bk-16372-ES; 8:09-bk-16378-ES; 8:09-bk-16380-ES; 8:09-bk-16383-ES; 8:09-bk-16385-ES; 8:09-bk-16386-ES; 8:09-bk-16388-ES; 8:09-bk-16390-ES; 8:09-bk-16393-ES; 8:09-bk-16395-ES; 8:09-bk-16396-ES; 8:09-bk-16399-ES; 8:09-bk-16402-ES; and 8:09-bk-16404-ES)</p> <p>ORDER GRANTING CHAPTER 11 TRUSTEE'S MOTION FOR ORDER:</p> <ol style="list-style-type: none"> 1. AUTHORIZING SALE OF REAL PROPERTY PURSUANT TO §§ 11 U.S.C. § 363(b) AND (f); 2. APPROVING OVERBID PROCEDURES; 3. DEEMING BUYERS TO BE GOOD-FAITH PURCHASERS PURSUANT TO 11 U.S.C. § 363(m); 4. AUTHORIZING DISBURSEMENT OF SALE PROCEEDS TO PAY SECURED CLAIMS, COSTS OF SALE, PROPERTY TAXES, AND
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- 1 _____ Affects PPA ARIZONA I, LLC, a
2 Delaware limited liability company
- 3 _____ Affects PPA ARIZONA II, LLC, a
4 Delaware limited liability company
- 5 _____ Affects PPA VISTA VILLAGE, LLC,
6 an Arizona limited liability company
- 7 _____ Affects PPA TOWNE CENTER,
8 LLC, a California limited liability
9 company
- 10 _____ Affects SUNDANCER
11 APARTMENTS, LLC, a California
12 limited liability company
- 13 _____ Affects DOBSON SPRINGS, LLC,
14 an Arizona limited liability company
- 15 _____ Affects VILLA ROSE AVENUE,
16 LLC, a California limited liability
17 company
- 18 _____ Affects HARBOR VIEW
19 CONDOMINIUMS, LLC, a
20 California limited liability company
- 21 _____ Affects PPA OPPORTUNITY
22 FUND, LLC, a California limited
23 liability company
- 24 _____ Affects PPA EQUITIES, LLC, a
25 California limited liability company
- 26 _____ Affects PPA DESERT VIEW, LLC,
27 a California limited liability
28 company
- _____ Affects RIDGEMONT
CONDOMINIUMS, LLC, a
California limited liability company
- _____ Affects VILLA LAS BRISAS
CONDOMINIUMS, LLC, a
California limited liability company
- _____ Affects 2130 GROUP
PARTNERSHIP, LLC, an Arizona
limited liability company
- _____ Affects AAA INVESTMENT
PROPERTIES, LLC, an Arizona
limited liability company

BROKER'S COMMISSION;

**5. AUTHORIZING ASSUMPTION AND
ASSIGNMENT OF PCS ANTENNA
LEASE TO BUYERS; AND**

**6. WAIVING THE 14-DAY STAY
PURSUANT TO FEDERAL RULE
OF BANKRUPTCY PROCEDURE
6004(h).**

Hearing Information

Date: August 12, 2010

Time: 10:30 a.m.

**Place: Courtroom 5A
411 W. Fourth Street
Santa Ana, CA 92701**

1 On August 12, 2010, at 10:30 a.m., in the above-captioned case, a hearing was
2 held (the "Sale Hearing") on the Motion for Order: (1) Authorizing Sale of Real Property
3 Pursuant to §§ 11 U.S.C. § 363(b) and (f); (2) Approving Overbid Procedures; (3)
4 Deeming Buyers to be Good-Faith Purchasers Pursuant to 11 U.S.C. § 363(m); and (4)
5 Authorizing Disbursement of Sale Proceeds to Pay Secured Claims, Costs of Sale,
6 Property Taxes, and Broker's Commission; (5) Authorizing Assumption and Assignment of
7 PCS Antenna Lease to Buyers; and (6) Waiving the 14-Day Stay Pursuant to Federal
8 Rule of Bankruptcy Procedure 6004(h) (the "Motion"), filed by Thomas H. Casey, chapter
9 11 trustee (the "Trustee") for the bankruptcy estate (the "Estate") of PPA Holdings, LLC
10 (the "Debtor").

11 Having considered the Motion, all papers filed in support thereof and in opposition
12 thereto, all admitted evidence, and oral arguments made at the hearing, and good cause
13 appearing therefor,

14 **IT IS ORDERED** that:

- 15 1. The Motion is granted.
- 16 2. Any objections to the Motion or the relief requested therein that have not
17 been withdrawn, waived, or settled as announced to the Court at the Sale Hearing, and all
18 reservations of rights included therein, are hereby denied and overruled with prejudice.
- 19 3. The Trustee is authorized to sell the real property located at 3626 East
20 Pacific Coast Highway, Long Beach, California, Assessor's Parcel No. 7254-011-018, and
21 more particularly described in the Agreement for Purchase and Sale of Real Property and
22 Joint Escrow Instructions attached to the Motion as Exhibit "1" (the "Agreement"), to
23 Mitchell R. Geller, a single man as his sole and separate property, as to an undivided one-
24 third interest; Steven D. Eperthener as Trustee of the Steven D. Eperthener 1991 Trust,
25 as to an undivided one-third interest; and William L. McConnell and Carol L. McConnell,
26 as Trustees of the William L. and Carol L. McConnell Family Trust dated September 5,
27 1997, as to an undivided one-third interest; all as tenants-in-common (the "Buyers"). The
28 Buyers shall take the Property as is, where is, without representations or warranties, free

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1 and clear of any and all liens, claims, and interests pursuant to 11 U.S.C. § 363(b) and (f).
2 Any liens on the Property shall attach to the proceeds from the sale in the same priority,
3 validity, and scope as of the petition date of the Debtor's bankruptcy case.

4 4. With respect to Cathay Bank's first trust deed loan payoff demand of
5 \$860,058.61 (plus \$120.09 per day commencing August 9, 2010), the Trustee shall pay
6 Cathay Bank, upon close of escrow, the entirety of said payoff demand, less a hold-back
7 in the amount \$25,000.00. With respect to the \$25,000.00 hold-back, the Trustee shall
8 seek to reconcile with Cathay Bank the correct loan payoff amount, and the Trustee may:
9 (a) without further authorization or order of this court, pay to Cathay Bank all or any
10 portion of the \$25,000.00 hold-back in settlement of Cathay Bank's first trust deed loan
11 claim; or (b) seek a determination by this court of the correct loan payoff amount.

12 5. This Order shall be binding in all respects upon the Trustee, the Debtor, the
13 Estate, all creditors of, and holders of equity interests in, the Debtor, any holders of liens,
14 claims or other interests in, against or on all or any portion of the Property (whether known
15 or unknown), the Buyers and all successors and assigns of the Buyers, and the Property,
16 upon conversion of the Debtor's bankruptcy case from chapter 11 to chapter 7. This
17 Order and the Agreement shall inure to the benefit of the Estate and its creditors, the
18 Buyers and the respective successors and assigns of each of the foregoing.

19 6. Pursuant to §§ 105(a), 363(b), and 363(f) of the Bankruptcy Code, the
20 Trustee is authorized to transfer the Property to the Buyers on the "Closing Date" (as
21 defined in the Agreement) and such transfer shall constitute a legal, valid, binding, and
22 effective transfer of such Property and shall vest Buyers with title to the Property and,
23 upon the Trustee's receipt of the Purchase Price, shall be free and clear of all (a) liens and
24 encumbrances relating to, accruing or arising any time prior to the Closing Date
25 (collectively, "Liens") (b) all debts arising under, relating to, or in connection with any act of
26 the Debtor or the Trustee or claims (as that term is defined in section 101(5) of the
27 Bankruptcy Code), liabilities, obligations, demands, guaranties, options, rights, contractual
28 commitments, restrictions, interests and matters of any kind and nature, whether arising

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1 prior to or subsequent to the commencement of this case, and whether imposed by
2 agreement, understanding, law, equity or otherwise (collectively, "Claims"), relating to,
3 accruing or arising any time prior to the Closing Date and (c) other interests of any kind or
4 nature whatsoever, including but not limited to, successor or successor-in-interest liability
5 and Claims, with all such Liens, Claims or other interests to attach to the proceeds of the
6 sale with the same validity, force and effect, and in the same priority, validity, and scope
7 as of the petition date of the Debtor's bankruptcy case, subject to any rights, claims and
8 defenses the Trustee or the Estate, as applicable, may possess with respect thereto.

9 7. On the Closing Date, or as soon as possible thereafter, each of the Estate's
10 creditors is authorized and directed, and the Buyers are hereby authorized, on behalf of
11 each of the Estate's creditors, to execute such documents and take all other actions as
12 may be reasonably necessary to release such creditor's Liens, Claims or other interests in
13 the Property, if any, as such Liens, Claims or interests may have been recorded or may
14 otherwise exist.

15 8. On the Closing Date, this Order shall be construed and shall constitute for
16 any and all purposes a full and complete general assignment, conveyance and transfer of
17 the Trustee's interests in the Property. Each and every federal, state, and local
18 governmental agency or department is hereby directed to accept any and all documents
19 and instruments necessary and appropriate to consummate the transactions
20 contemplated by the Agreement. A certified copy of this Order may be filed with the
21 appropriate clerk and/or recorded with the recorder to act to cancel any liens and other
22 encumbrances of record.

23 9. This Order is and shall be effective as a determination that, on the Closing
24 Date, all Liens, Claims or other interest of any kind or nature whatsoever existing as to the
25 Property prior to the Closing Date shall have been unconditionally released, discharged
26 and terminated, and that the conveyances described herein have been effected. This
27 Order is and shall be binding upon and govern the acts of all persons and entities,
28 including, without limitation, all filing agents, filing officers, title agents, title companies,

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1 recorders of mortgages, recorders of deeds, registrars of deeds, administrative agencies,
2 governmental departments, secretaries of state, federal, state and local officials, and all
3 other persons and entities who may be required by operation of law, the duties of their
4 office, or contract, to accept, file, register or otherwise record or release any documents or
5 instruments, or who may be required to report or insure any title or state of title in or to any
6 lease; and each of the foregoing persons and entities is hereby directed to accept for filing
7 any and all of the documents and instruments necessary and appropriate to consummate
8 the transactions contemplated by the Agreement.

9 10. The Trustee is authorized to assume the PCS Antenna Lease and to assign
10 the PCS Antenna Lease to the Buyers pursuant to 11 U.S.C. §§ 365(a) and (f)(2).

11 11. Except as expressly provided for in this Order, the Agreement, or the PCS
12 Antenna Lease (as may be assumed and assigned), the Buyers shall not have any liability
13 for any obligations of the Debtor arising under or related to the Property. Without limiting
14 the generality of the foregoing, and except as otherwise specifically provided herein, in the
15 Agreement, or in the PCS Antenna Lease (as may be assumed and assigned), the Buyers
16 shall not be liable for any Claims against the Debtor or any of its predecessors or
17 affiliates, and the Buyers shall have no successor or vicarious liabilities of any kind or
18 character, including, but not limited to, under any theory of antitrust, environmental,
19 successor or transferee liability, labor law, de facto merger, mere continuation, or
20 substantial continuity, whether known or unknown as of the Closing Date, now existing or
21 hereafter arising, whether fixed or contingent, whether asserted or unasserted, whether
22 legal or equitable, whether liquidated or unliquidated, including, but not limited to, liabilities
23 on account of warranties, liabilities relating to or arising from any Environmental Laws,
24 and any taxes arising, accruing or payable under, out of, in connection with, or in any way
25 relating to the operation of any of the Property prior to the Closing Date.

26 12. All persons and entities, including, but not limited to, all debt security
27 holders, equity security holders, governmental, tax and regulatory authorities, lenders,
28 trade creditors, litigation claimants and other creditors, holding Liens, Claims or other

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1 interests of any kind or nature whatsoever against or in all or any portion of the Property
2 (whether legal or equitable, secured or unsecured, matured or unmatured, contingent or
3 non-contingent, liquidated or unliquidated, senior or subordinate), arising under or out of,
4 in connection with, or in any way relating to the Debtor, the Property, the operation of the
5 Debtor's business prior to the Closing Date or the transfer of the Property to the Buyer,
6 hereby are forever barred, estopped and permanently enjoined from asserting against the
7 Buyers, any of their affiliates, their successors or assigns, or the Property, such persons'
8 or entities' Liens, Claims or interests in and to the Property, including, without limitation,
9 the following actions: (i) commencing or continuing in any manner any action or other
10 proceeding against the Buyers, any of their affiliates, their successors, assets or
11 properties; (ii) enforcing, attaching, collecting, or recovering in any manner any judgment,
12 award, decree, or order against the Buyers, any of their affiliates, their successors, assets
13 or properties; (iii) creating, perfecting, or enforcing any Lien or other Claim against the
14 Buyers, any of their affiliates, their successors, assets, or properties; (iv) asserting any
15 setoff, right of subrogation, or recoupment of any kind against any obligation due the
16 Buyers, any of their affiliates or their successors; (v) commencing or continuing any
17 action, in any manner or place, that does not comply or is inconsistent with the provisions
18 of this Order or other orders of the Court, or the agreements or actions contemplated or
19 taken in respect thereof; or (vi) revoking, terminating or failing or refusing to transfer or
20 renew any license, permit or authorization to operate any of the Property or conduct any
21 of the businesses operated on or through the Property. All persons and entities are
22 hereby forever prohibited and enjoined from taking any action that would adversely affect
23 or interfere with the ability of the Trustee to sell and transfer the Property to the Buyers in
24 accordance with the terms of the Agreement and this Order.

25 13. The consideration provided by the Buyers to the Trustee pursuant to the
26 Agreement for the Property constitutes reasonably equivalent value and fair consideration
27 under the Bankruptcy Code, Uniform Fraudulent Transfer Act, Uniform Fraudulent
28

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1 Conveyance Act and under the laws of the United States, any state, territory, possession
2 or the District of Columbia.

3 14. The procedures whereby the Trustee may solicit and accept overbids, as
4 provided in the Motion, are approved in their entirety.

5 15. The sale, as contemplated by the Agreement, is undertaken by the Buyers
6 without collusion and in good faith, as that term is defined in § 363(m) of the Bankruptcy
7 Code, and accordingly, the reversal or modification on appeal of the authorization
8 provided herein to consummate the sale shall not affect the validity of the Sale, unless
9 such authorization and such sale are duly stayed pending such appeal. The Buyer is a
10 good-faith buyer within the meaning of § 363(m) of the Bankruptcy Code and, as such, is
11 entitled to the full protections of § 363(m) of the Bankruptcy Code.

12 16. Upon the Closing, the Trustee may disburse, or cause to be disbursed, the
13 sale proceeds directly from escrow to satisfy the secured claim of Cathay Bank related to
14 the Property, and to pay costs of sale and any outstanding property taxes.

15 17. The commission sought to be paid by the Trustee to Marcus & Millichap
16 Real Estate Investment Services, Inc., is reasonable. The Trustee is authorized to pay
17 the commission upon the Closing or upon entry of an order of this Court approving the
18 employment of Marcus & Millichap by the Estate pursuant to 11 U.S.C. § 327, whichever
19 occurs later.

20 18. Nothing contained in any plan of reorganization or liquidation, or order of any
21 type or kind entered in (i) this chapter 11 case, (ii) any subsequent chapter 7 case into
22 which this chapter 11 case may be converted, or (iii) any related proceeding subsequent
23 to entry of this Order, shall conflict with or derogate from the provisions of the Agreement
24 or the terms of this Order.

25 19. The terms of the Agreement are hereby approved in their entirety.

26 20. This Order shall govern if there is any inconsistency between the Agreement
27 (including all ancillary documents executed in connection therewith) and this Order. All of
28 the provisions of this Order are non-severable and mutually dependent.

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1 21. The Agreement and any related agreements, documents or other
2 instruments may be modified, amended or supplemented by the parties thereto and in
3 accordance with the terms thereof, without further order of the Court, provided that any
4 such modification, amendment or supplement does not have a material adverse effect on
5 the Trustee or the Estate.

6 22. The Court shall retain jurisdiction to, among other things, interpret,
7 implement, and enforce the terms and provisions of this Order and the Agreement, all
8 amendments thereto and any waivers and consents thereunder and each of the
9 agreements executed in connection therewith to which the Trustee is party or which has
10 been assigned by the Trustee to the Buyers, and to adjudicate, if necessary, any and all
11 disputes concerning or relating in any way to the sale, including, but not limited to,
12 retaining jurisdiction to (a) compel delivery of the Property to the Buyers; (b) interpret,
13 implement and enforce the provisions of this Order; (c) resolve disputes concerning the
14 Agreement, (d) protect the Buyers against any Liens, Claims or other interest in or against
15 the Property of any kind or nature whatsoever, and (e) enter any orders under §§ 363 or
16 365 of the Bankruptcy Code with respect to the PCS Antenna Lease.

17 23. Any requirements for lodging periods imposed by Local Bankruptcy Rule
18 9021-1 and any other applicable bankruptcy rules are waived.

19 24. The stay imposed by Federal Rules of Bankruptcy Procedure 6004(h) and
20 6006(d) is waived and this Order shall be effective immediately upon entry and the
21 Trustee and the Buyers are authorized to close the sale immediately upon entry of this
22 Order.

23
24
25 DATED: August 13, 2010


Eric A. Smith
United States Bankruptcy Judge

In re: PPA HOLDINGS, LLC Debtor(s).	CHAPTER: 1111 CASE NUMBER: 8:09-bk-16353-ES
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NOTE: When using this form to indicate service of a proposed order, **DO NOT** list any person or entity in Category I. Proposed orders do not generate an NEF because only orders that have been entered are placed on the CM/ECF docket.

PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is:

650 Town Center Drive, Suite 950, Costa Mesa, California 92626

A true and correct copy of the foregoing document described **ORDER GRANTING CHAPTER 11 TRUSTEE'S MOTION FOR ORDER: 1. AUTHORIZING SALE OF REAL PROPERTY PURSUANT TO §§ 11 U.S.C. § 363(b) AND (f); 2. APPROVING OVERBID PROCEDURES; 3. DEEMING BUYERS TO BE GOOD-FAITH PURCHASERS PURSUANT TO 11 U.S.C. § 363(m); 4. AUTHORIZING DISBURSEMENT OF SALE PROCEEDS TO PAY SECURED CLAIMS, COSTS OF SALE, PROPERTY TAXES, AND BROKER'S COMMISSION; 5. AUTHORIZING ASSUMPTION AND ASSIGNMENT OF PCS ANTENNA LEASE TO BUYERS; AND 6. WAIVING THE 14-DAY STAY PURSUANT TO FEDERAL RULE OF BANKRUPTCY PROCEDURE 6004(h).** will be served or was served (a) on the judge in chambers in the form and manner required by LBR 5005-2(d); and (b) in the manner indicated below:

I. **TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING("NEF")** - Pursuant to controlling General Order(s) and Local Bankruptcy Rule(s) ("LBR"), the foregoing document will be served by the court via NEF and hyperlink to the document. On _____ I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following person(s) are on the Electronic Mail Notice List to receive NEF transmission at the email address(es) indicated below:

Service information continued on attached page

II. **SERVED BY U.S. MAIL OR OVERNIGHT MAIL** (indicate method for each person or entity served):
On **August 12, 2010** I served the following person(s) and/or entity(ies) at the last known address(es) in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States Mail, first class, postage prepaid, and/or with an overnight mail service addressed as follows. *Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.*

Service information continued on attached page

III. **SERVED BY PERSONAL DELIVERY, FACSIMILE TRANSMISSION OR EMAIL** (indicate method for each person or entity served): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on **August 12, 2010** I served the following person(s) and/or entity(ies) by personal delivery, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on the judge will be completed no later than 24 hours after the document is filed.

The Honorable Erithe Smith, U.S. Bankruptcy Court, 411 West Fourth Street, 5A, Santa Ana, CA 92701-4593

Service information continued on attached page

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

<u>August 12, 2010</u> Date	<u>Lindsay Fisk</u> Type Name	<u>/s/ Lindsay Fisk</u> Signature
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This form is mandatory. It has been approved for use by the United States Bankruptcy Court for the Central District of California.

In re:	PPA HOLDINGS, LLC	Debtor(s).	CHAPTER: 1111	CASE NUMBER: 8:09-bk-16353-ES
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BY E-MAIL

stanleyoepstein@aol.com; reps999647@aol.com; rcb@ebslaw.net; stern123@earthlink.net; preamel@aol.com; richmathias@msn.com; bfischer@morganlewis.com; mcnichol@gustlaw.com; sandrakb18@comcast.net; akailesa@cs.com; gberman@dsi.biz; beverlyross@dc.rr.com; gr81ady11@yahoo.com; gr8lady11@yahoo.com; jstiehl@sbcglobal.net; janj40ish@aol.com; chuck.schultz@cox.net; mstewart@pparealestate.com; bjamesfischer@msn.com; robert77cambell@peoplepc.com; rharris@quarles.com; robert.harris@quarles.com; bbutler@rutan.com; pparmes@rutan.com; rcampo@robertcampolaw.com; resterkin@morganlewis.com; nancy.goldenberg@usdoj.gov; rrapoport@prllplaw.com; lgillis@prllplaw.com; anthony@arothmanlaw.com; krussak@frandzel.com; efiling@frandzel.com; banderson@frandzel.com; sas@soukup-schiff.com; dtennant@frankel-tenant.com; wterry@hemar-rousso.com; mwanslee@gustlaw.com; rstein@gustlaw.com; sweiss@richardsonpatel.com; brian.sirower@quarles.com; lori.winkelman@quarles.com; tim.thomason@mwmf.com; roliner@duanemorris.com; kkress@nixonpeabody.com; curtis@jyllp.com; mary@bubblesofjoy.com; lramos@ttc.lacounty.gov; paul@ptjlw.com; bill@mclaw.org; randym@cookseylaw.com; fednotice@tclaw.net; ca2nlaw@yahoo.com; drin@ymail.com; taylorg@vanderschuitlawgroup.com; leaton@ggits.com; vavilaplana@foley.com; dwlewis@swlaw.com; dcarter714@peoplepc.com; msalustro@tomcaseylaw.com; tcasey@ecf.epiqsystems.com; mstewart@apartmentsamerica.com; kent@vanderschuitlawgroup.com; mhensley@adorno.com; mark@ptjlw.com; becky@ringstadlaw.com; rbarnes@fulbright.com; jcrastz@Hemar-Rousso.com

In re:	PPA HOLDINGS, LLC	Debtor(s).	CHAPTER: 11	CASE NUMBER: 8:09-bk-16353-ES
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NOTE TO USERS OF THIS FORM:

- 1) Attach this form to the last page of a proposed Order or Judgment. Do not file as a separate document.
- 2) The title of the judgment or order and all service information must be filled in by the party lodging the order.
- 3) **Category I.** below: The United States trustee and case trustee (if any) will always be in this category.
- 4) **Category II.** below: List ONLY addresses for debtor (and attorney), movant (or attorney) and person/entity (or attorney) who filed an opposition to the requested relief. DO NOT list an address if person/entity is listed in category I.

NOTICE OF ENTERED ORDER AND SERVICE LIST

Notice is given by the court that a judgment or order entitled (*specify*) **ORDER GRANTING CHAPTER 11 TRUSTEE'S MOTION FOR ORDER: 1. AUTHORIZING SALE OF REAL PROPERTY PURSUANT TO §§ 11 U.S.C. § 363(b) AND (f); 2. APPROVING OVERBID PROCEDURES; 3. DEEMING BUYERS TO BE GOOD-FAITH PURCHASERS PURSUANT TO 11 U.S.C. § 363(m); 4. AUTHORIZING DISBURSEMENT OF SALE PROCEEDS TO PAY SECURED CLAIMS, COSTS OF SALE, PROPERTY TAXES, AND BROKER'S COMMISSION; 5. AUTHORIZING ASSUMPTION AND ASSIGNMENT OF PCS ANTENNA LEASE TO BUYERS; AND 6. WAIVING THE 14-DAY STAY PURSUANT TO FEDERAL RULE OF BANKRUPTCY PROCEDURE 6004(h).** was entered on the date indicated as "Entered" on the first page of this judgment or order and will be served in the manner indicated below:

I. SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING ("NEF") - Pursuant to controlling General Order(s) and Local Bankruptcy Rule(s), the foregoing document was served on the following person(s) by the court via NEF and hyperlink to the judgment or order. As of **August 12, 2010**, the following person(s) are currently on the Electronic Mail Notice List for this bankruptcy case or adversary proceeding to receive NEF transmission at the email address(es) indicated below:

Service information continued on attached page

II. SERVED BY THE COURT VIA U.S. MAIL: A copy of this notice and a true copy of this judgment or order was sent by United States Mail, first class, postage prepaid, to the following person(s) and/or entity(ies) at the address(es) indicated below:

PPA Holdings LLC
3626 E Pacific Coast Hwy
Long Beach, CA 90804
Debtor

Nanette D. Sanders, Esq.
Todd C. Ringstad, Esq.
Ringstad & Sanders
2030 Main St Ste 1200
Irvine, CA 92714
Attorneys for Debtor

Service information continued on attached page

III. TO BE SERVED BY THE LODGING PARTY: Within 72 hours after receipt of a copy of this judgment or order which bears an "Entered" stamp, the party lodging the judgment or order will serve a complete copy bearing an "Entered" stamp by U.S. Mail, overnight mail, facsimile transmission or email and file a proof of service of the entered order on the following person(s) and/or entity(ies) at the address(es), facsimile transmission number(s) and/or email address(es) indicated below:

Service information continued on attached page

In re:	PPA HOLDINGS, LLC	Debtor(s).	CHAPTER: 11
			CASE NUMBER: 8:09-bk-16353-ES

SERVICE LIST FOR ENTERED ORDER

BY NOTICE OF ELECTRONIC FILING ("NEF")

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In re:	PPA HOLDINGS, LLC	Debtor(s).	CHAPTER: 11	CASE NUMBER: 8:09-bk-16353-ES
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TO BE SERVED BY THE LODGING PARTY

III SERVED BY EMAIL:

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