

**FILED & ENTERED**

**OCT 14 2010**

CLERK U.S. BANKRUPTCY COURT  
Central District of California  
BY reid 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 style="border: 0.5px solid black;"/> <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 7</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><b>ORDER GRANTING CHAPTER 11 TRUSTEE'S MOTION FOR ORDER:</b></p> <p><b>(1) AUTHORIZING SALE OF REAL PROPERTY PURSUANT TO §§ 11 U.S.C. § 363(b) AND (f);</b></p> <p><b>(2) APPROVING OVERBID PROCEDURES;</b></p> <p><b>(3) APPROVING CARVE-OUT OF SALE PROCEEDS FOR THE BENEFIT OF THE ESTATE;</b></p> <p><b>(4) DEEMING BUYER TO BE A GOOD-FAITH PURCHASER PURSUANT TO 11 U.S.C. § 363(m);</b></p>
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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

- (5) AUTHORIZING DISBURSEMENT OF  
SALE PROCEEDS TO PAY  
SECURED CLAIM, COSTS OF SALE,  
PROPERTY TAXES, AND BROKER'S  
COMMISSION; AND**
- (6) WAIVING THE 14-DAY STAY  
IMPOSED BY FEDERAL RULE OF  
BANKRUPTCY PROCEDURE 6004(h)**

[1525 Pine Avenue, Long Beach, California]

Hearing

DATE: September 30, 2010  
 TIME: 10:30 a.m.  
 PLACE: Courtroom 5A  
 411 W. Fourth St.  
 Santa Ana, CA 92701

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1 On September 30, 2010, at 10:30 a.m., a hearing (the "Sale Hearing") was held in  
2 the above-captioned case 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) Approving  
4 Carve-Out of Sale Proceeds for the Benefit of the Estate; (4) Deeming Buyer to be a  
5 Good-Faith Purchaser Pursuant to 11 U.S.C. § 363(m); (5) Authorizing Disbursement of  
6 Sale Proceeds to Pay Secured Claims, Costs of Sale, Property Taxes, and Brokerage  
7 Commission; and (6) Waiving the 14-Day Stay Imposed by Federal Rule of Bankruptcy  
8 Procedure 6004(h) (the "Motion"), filed by Thomas H. Casey (the "Trustee"), the former  
9 chapter 11 trustee and current chapter 7 trustee for the bankruptcy estate (the "Estate")  
10 of of PPA Holdings, LLC (the "Debtor"). Capitalized terms not expressly defined herein  
11 shall have the meanings ascribed to them in the Motion.

12 Having considered the Motion, all papers and evidence filed in support thereof, and  
13 oral arguments made at the Sale Hearing, there having been no opposition to the Motion,  
14 and finding that notice and service of the Motion were proper, that all requirements of  
15 California Civil Code § 2941.9 have been satisfied, and good cause appearing therefor,

16 **IT IS ORDERED** that:

- 17 1. The Motion is granted.
- 18 2. The Trustee is authorized to sell the "Property" as defined and described  
19 in the Agreement for Purchase and Sale of Real Property and Joint Escrow Instructions  
20 attached to the Motion as Exhibit "1" (the "Agreement"), including the real property located  
21 at 1525 Pine Avenue, Long Beach, California, Assessor's Parcel No. 7269-007-029, to  
22 Kevin Falsken (the "Buyer"). The Buyer shall take the Property as is, where is, with all  
23 faults, and without representations or warranties, free and clear of all liens, claims and  
24 interests pursuant to 11 U.S.C. § 363(b) and (f). Except as otherwise expressly set forth  
25 in this Order, any liens on the Property shall attach to the proceeds from the sale in the  
26 same priority, validity and scope as of the petition date of the Debtor's bankruptcy case.
- 27 3. This Order shall be binding in all respects upon the Trustee, the Debtor, the  
28 Estate, all creditors of the Debtor, all creditors of the Estate, all holders of equity interests

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1 in the Debtor, all holders of liens, claims or other interests in, against or on the Property or  
2 any portion thereof, the Buyer, all successors, assigns and grantees of the Buyer, and the  
3 Property. This Order and the Agreement shall inure to the benefit of the Trustee, the  
4 Estate, the Buyer, and their respective successors, assigns and grantees.

5 4. Pursuant to §§ 105(a), 363(b), and 363(f) of the Bankruptcy Code, the  
6 Trustee is authorized to sell the Property to Buyer in accordance with the Agreement,  
7 and transfer, assign and convey the Property to the Buyer upon the "Closing" (as defined  
8 in the Agreement), and upon the Trustee's receipt of the "Purchase Price" (as defined in  
9 the Agreement), such sale, transfer, assignment and conveyance shall constitute a legal,  
10 valid, binding and effective sale, transfer, assignment and conveyance of the Property,  
11 which shall vest the Buyer with title to the Property free and clear of all: (a) deeds of trust,  
12 mortgages, liens and encumbrances (collectively, "Liens") relating to, accruing or arising  
13 any time prior to the Closing, including without limitation the Senior Deed of Trust and the  
14 Junior Deed of Trust, (b) claims (including as the term "claim" is defined in §101(5) of the  
15 Bankruptcy Code), debts, duties, obligations, covenants, commitments, demands,  
16 guaranties, options, rights, interests, actions, causes of action and liabilities of any kind,  
17 whether known or unknown, contingent or non-contingent, liquidated or unliquidated,  
18 matured or unmatured, secured or unsecured, senior or subordinate, legal or equitable,  
19 or created or imposed by agreement, understanding, judgment, law, equity or otherwise,  
20 including pursuant to any theory of successor liability, successor-in-interest liability,  
21 transferee liability, environmental law, anti-trust law, labor law, de facto merger, mere  
22 continuation, or substantial continuity (collectively, "Claims"), relating to, accruing or  
23 arising any time prior to the Closing, and (c) other interests of any kind ("Interests")  
24 relating to, accruing or arising any time prior to the Closing. Such Liens, Claims and  
25 Interests are collectively referred to as the "Released Liens, Claims and Interests").

26 5. The Released Liens, Claims and Interests shall attach to the proceeds of the  
27 sale with the same validity, force and effect, and in the same priority, validity and scope  
28

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1 as of the petition date of the Debtor's bankruptcy case, subject to any rights, claims and  
2 defenses the Trustee or the Estate, as applicable, may possess with respect thereto.

3 6. As of the Closing, each creditor of the Estate is authorized and directed, and  
4 the Trustee and the Buyer are hereby authorized, on behalf of each creditor of the Estate,  
5 to make, execute and deliver such releases, reconveyances, substitutions of trustee and  
6 other instruments and documents, and take such other actions, as may be reasonably  
7 necessary to release, or notice the release, of any Released Liens, Claims and Interests.

8 7. Upon the Closing, this Order shall constitute and be construed for any and  
9 all purposes as a full and complete general transfer, assignment and conveyance of all  
10 interests of the Trustee, the Estate and the Debtor in and to the Property. Each and every  
11 federal, state and local governmental agency or department is hereby directed to accept  
12 any and all documents and instruments necessary and appropriate to consummate the  
13 transactions contemplated by the Agreement. A certified copy of this Order may be filed  
14 with the appropriate clerk and/or recorded with the recorder to act to cancel any liens and  
15 other encumbrances of record as of the Closing. However, this Order shall not constitute  
16 or be construed as a release or reconveyance of any mortgages, deeds of trust, pledges,  
17 security agreements, liens or encumbrances made, executed or delivered by Buyer as of,  
18 or subsequent to, the Closing, including in favor of any lender financing Buyer's purchase  
19 of the Property, nor shall it constitute or be construed as a termination or extinguishment  
20 of any easement, right-of-way, maintenance or improvement district, owners association,  
21 covenant, condition, restriction or equitable servitude of public record, or any power to  
22 charge and enforce by lawful means the collection of any maintenance or repair costs,  
23 assessments or association dues arising thereunder, which are not yet due or payable  
24 pursuant to the terms thereof. Without changing or limiting the forgoing provision in any  
25 respect, by rather, by way of an example for illustrative purposes only, upon the Closing,  
26 the Property shall be conveyed free and clear of any liens, claims or liabilities relating to  
27 delinquent maintenance or improvement district assessments or owners association  
28 dues or assessments, including any accrued late charges or accrued costs of collection

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1 relating thereto, but shall remain subject to any such obligations not yet due and payable  
2 according to their terms.

3 8. This Order is and shall be effective as a determination that, effective upon  
4 the Closing, all Released Liens, Claims and Interests shall have been unconditionally  
5 released, discharged and terminated, and that the conveyances described herein have  
6 been effected.

7 9. This Order is and shall be binding upon and shall govern the acts of all  
8 persons and entities (collectively, "Persons"), including without limitation filing agents,  
9 filing officers, recorders and registrars of deeds, deeds of trust, financing statements  
10 and security agreements, federal, state and local governmental authorities, agencies,  
11 departments, offices and officials, title agents, title insurers, escrow holders, and all other  
12 Persons who may be required by operation of law, the duties of their office, or contract,  
13 to accept, file, register, record or release any documents or instruments, or who may be  
14 required to report or insure any title or state of title in or to any interest in or lease of  
15 property, real or personal. Each such Person is hereby directed to accept for filing and  
16 recordation any and all of the documents and instruments necessary and appropriate to  
17 consummate the "Sale" (as defined in the Agreement), the release and reconveyance of  
18 the Released Liens, Claims and Interests, and all other transactions contemplated by the  
19 Agreement or this Order.

20 10. All Persons (including without limitation debt security holders, equity security  
21 holders, governmental, taxing, regulatory and police authorities, lenders, trade creditors,  
22 judgment holders, litigation claimants and other creditors), holding any Released Liens,  
23 Claims or Interests, are hereby permanently barred, estopped and enjoined from asserting  
24 against the Buyer, the Buyer's successors or assigns, or the Property, any such Released  
25 Liens, Claims or Interests, whether as a lien, claim, action, cause of action, right of setoff,  
26 right of subrogation, right of recoupment, theory of defense, or otherwise.

27 11. The consideration for the Property payable by the Buyer to the Trustee  
28 pursuant to the Agreement constitutes reasonably equivalent value and fair consideration

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1 under the Bankruptcy Code, the Uniform Fraudulent Transfer Act, the Uniform Fraudulent  
2 Conveyance Act, and any other laws, rules or regulations of the United States, any state,  
3 county, township city, municipality, territory or possession, or the District of Columbia.

4 12. The procedures set forth in the Motion whereby the Trustee may solicit,  
5 evaluate and accept or reject overbids, are approved in their entirety, and are deemed to  
6 have been complied with in all respects relating to the Sale.

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

14 14. The Agreement provides that the Buyer may designate another person or  
15 entity to accept title to the Property at Closing, and the right of the Buyer to designate  
16 the person or entity to receive title to the Property upon the Closing as provided for in  
17 the Agreement is hereby authorized and approved. Without limiting the generality of the  
18 foregoing authorization and approval, the Buyer has informed the Trustee that the Buyer  
19 has designated or intends to designate that title to the Property shall be transferred and  
20 conveyed at the Closing as follows, and such designation is hereby approved:

21 *"Kevin Scott Falsken, a single man, as to an undivided 50% interest;*  
22 *and Timothy Patrick Helgeson and Rachel Christine Helgeson, Trustees*  
23 *of The Helgeson Family Trust dated June 27, 2001, as to an undivided*  
24 *50% interest, all as Tenants in Common".*

25 15. Upon the Closing, the Trustee may disburse, or cause to be disbursed, the  
26 sale proceeds directly from escrow to satisfy the secured claim of Universal Bank related  
27 to the Property, and to pay the costs of sale and any outstanding property taxes.

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1           16.     The commission sought to be paid by the Trustee to Marcus & Millichap  
2 Real Estate Investment Services, Inc., is reasonable. The Trustee is authorized to pay  
3 the commission upon the Closing.

4           17.     Nothing contained in any plan of reorganization or liquidation, or order of any  
5 type or kind entered in (i) the Debtor's previous chapter 11 case, (ii) this chapter 7 case,  
6 (iii) any subsequent chapter 11 case into which this chapter 7 case may be converted, or  
7 (iv) any related proceeding subsequent to entry of this Order, shall conflict with or  
8 derogate from the provisions of the Agreement or the terms of this Order.

9           18.     The terms of the Agreement are hereby approved in their entirety.

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

13           20.     The Agreement and any related agreements, documents or instruments may  
14 be modified, amended or supplemented by the parties thereto and in accordance with the  
15 terms thereof, without further order of the Court, provided the modification, amendment or  
16 supplement does not have a material adverse effect on the Trustee or the Estate.

17           21.     The Majority Action Affidavit complies with and satisfies the requirements  
18 of § 2941.9 of the California Civil Code.

19           22.     The Majority Action Affidavit, including the executed signature pages  
20 thereto, are suitable and appropriate for recordation in the Office of the County Recorder  
21 for the County in which the Property is located, and accordingly, shall be recorded in the  
22 Office of the County Recorder for the County of Los Angeles, State of California, prior to  
23 or concurrently upon the Closing. Following such recording, the Majority Action Affidavit  
24 will be binding upon and enforceable against any and all holders of beneficial interests in  
25 the Junior Deed of Trust, and their respective successors and assigns. Accordingly, all  
26 actions contemplated within, provided for, or required or authorized pursuant to the terms  
27 of the Majority Action Affidavit, including without limitation the actions set forth or referred  
28 to in Article 2 of the Majority Action Affidavit, are deemed to have been duly authorized



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1 and approved pursuant to § 2941.9 of the California Civil Code, and any and all actions  
2 taken by the Trustee pursuant to or in accordance with such authorization and approval  
3 are deemed to have been authorized and approved on behalf of all holders of beneficial  
4 interests in the Junior Deed of Trust, and their respective successors and assigns.

5 23. The Carve-Out (including as defined in the Motion and as provided for in  
6 Section 2.3 of the Majority Action Affidavit) in favor of the various Persons identified in  
7 Section 2.3 of the Majority Action Affidavit, including without limitation: (a) the Trustee,  
8 (b) the Trustee's legal counsel Weiland, Golden, Smiley, Wang Ekvall & Strok, LLP,  
9 (c) VanderSchuit Law Group, APC, and (d) the Estate, is authorized and approved.

10 24. The proceeds from the sale of the Property ("Sales Proceeds") shall be  
11 used, applied and distributed as set forth in Section 2.3 of the Majority Action Affidavit,  
12 free and clear of any Liens, Claims or Interests of any third party; provided that prior to  
13 making the distributions provided for in Sections 2.3(b)(2), 2.3(b)(3) and 2.3(c) of the  
14 Majority Action Affidavit, the Trustee shall, pursuant to motion and order of this Court,  
15 obtain approval of the amount of any fees and costs to be paid from the Sale Proceeds  
16 pursuant to Sections 2.3(b)(2) and 2.3(b)(3) of the Majority Action Affidavit, and approval  
17 of the amount of the distribution payable to each Payee pursuant to Section 2.3(c)(1) of  
18 the Majority Action Affidavit, as calculated by the Trustee. No further approval of this  
19 Court is required for the payment of the indebtedness secured by the Affinity Deed of  
20 Trust as provided for in Section 2.3(a) of the Majority Action Affidavit, or for the payment  
21 of any reasonable and ordinary fees and costs and other amounts payable pursuant to  
22 Section 2.3(b)(1).

23 25. The distribution of the portion of the Sale Proceeds payable to the Payees  
24 pursuant to Section 2.3(c)(1) of the Majority Action Affidavit shall be in full settlement and  
25 satisfaction of all secured claims of the Payees based on the Note and Junior Deed of  
26 Trust, but shall not be deemed to satisfy any unsecured claims including any deficiency  
27 claims relating to the Note and Junior Deed of Trust, or any secured claims held by the  
28 Payees based on interests in other notes secured by other deeds of trust against other

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1 real properties owned by the Debtor or its affiliates. For purposes of clarification and  
2 avoidance of doubt, the Junior Deed of Trust referred to in the immediately proceeding  
3 sentence and elsewhere in this Order, and which shall be deemed to have been fully and  
4 unconditionally released and reconveyed upon the Closing by reason of this Order, is that  
5 certain Deed of Trust dated April 2, 2007, executed by PPA Holdings, LLC, a California  
6 limited liability company, as the trustor, in favor of the persons identified as beneficiaries  
7 therein, recorded on April 26, 2007, as Instrument No. 2007-1009850, in the Office of the  
8 County Recorder for the County of Los Angeles, State of California, against that certain  
9 real property commonly known as 1525 Pine Avenue, Long Beach, California, and legally  
10 described as follows:

11 Lots 3 and 4, in Block 1, of Sullivan Tract, City of Long Beach, County of  
12 Los Angeles, State of California, as per Map recorded in Book 5, Page 2,  
13 of Maps, in the Office of the County Recorder, County of Los Angeles,  
14 State of California.

15 26. The Court shall retain jurisdiction to, among other things, interpret,  
16 implement and enforce the terms and provisions of this Order and the Agreement,  
17 all amendments thereto, all waivers and consents thereunder, and all agreements and  
18 instruments executed in connection therewith, to which the Trustee is party or which has  
19 been assigned by the Trustee to the Buyer, and to adjudicate, if necessary, any and all  
20 disputes concerning or relating in any way to the Sale, including retaining jurisdiction to  
21 (a) compel delivery of the Property to the Buyer; (b) interpret, implement and enforce the  
22 provisions of this Order; (c) resolve disputes concerning the Agreement, (d) resolve any  
23 disputes concerning the Carve-Out or the distribution of the sale proceeds, and (e) protect  
24 the Buyer against any Liens, Claims or other interest in or against the Property.

25 27. Any requirements for lodging periods imposed by Local Bankruptcy Rule  
26 9021-1 and any other applicable bankruptcy rules are waived.

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1 28. The stay imposed by Federal Rule of Bankruptcy Procedure 6004(h) is  
2 waived and this Order shall be effective immediately upon entry and the Trustee and the  
3 Buyer are authorized to close the Sale immediately upon entry of this Order.

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DATED: October 14, 2010



United States Bankruptcy Judge

In re: <b>PPA HOLDINGS, LLC</b>  Debtor(s).	CHAPTER: 7  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) APPROVING CARVE OUT OF SALE PROCEEDS FOR THE BENEFIT OF THE ESTATE; (4) DEEMING BUYER TO BE A GOOD FAITH PURCHASER PURSUANT TO 11 U.S.C. § 363(M); (5) AUTHORIZING DISBURSEMENT OF SALE PROCEEDS TO PAY SECURED CLAIM, COSTS OF SALE, PROPERTY TAXES, AND BROKER'S COMMISSION; AND (6) WAIVING THE 14 DAY STAY IMPOSED BY 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 **October 5, 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.*

Office of the United States Trustee, 411 W. Fourth Street, Suite 9041, Santa Ana, CA 92701

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 **October 5, 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 A. Smith, Ctrm. 5A, U.S. Bankruptcy Court, 411 W. Fourth Street, Santa Ana, CA 92701

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.

October 5, 2010 <i>Date</i>	Lindsay Fisk <i>Type Name</i>	/s/ Lindsay Fisk <i>Signature</i>
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In re:	<b>PPA HOLDINGS, LLC</b>	Debtor(s).	CHAPTER: 7	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) APPROVING CARVE OUT OF SALE PROCEEDS FOR THE BENEFIT OF THE ESTATE; (4) DEEMING BUYER TO BE A GOOD FAITH PURCHASER PURSUANT TO 11 U.S.C. § 363(M); (5) AUTHORIZING DISBURSEMENT OF SALE PROCEEDS TO PAY SECURED CLAIM, COSTS OF SALE, PROPERTY TAXES, AND BROKER'S COMMISSION; AND (6) WAIVING THE 14 DAY STAY IMPOSED BY 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 **October 5, 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:	<b>PPA HOLDINGS, LLC</b>	CHAPTER: 7
	Debtor(s).	CASE NUMBER: <b>8:09-bk-16353-ES</b>

**SERVICE LIST FOR ENTERED ORDER**

**BY NOTICE OF ELECTRONIC FILING ("NEF")**

Raymond G Alvarado ralvarado@adorno.com  
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Katherine M Windler katherine.windler@bryancave.com

In re:  <p style="text-align: center;"><b>PPA HOLDINGS, LLC</b></p> <p style="text-align: right;">Debtor(s).</p>	CHAPTER: 7  CASE NUMBER: <b>8:09-bk-16353-ES</b>
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**TO BE SERVED BY THE LODGING PARTY**

**Via U.S. Mail (Service List – Investors (1525 Pine))**

Anton Martin 2526 E Seville Anaheim CA 92806	Arnold Schoenfeld & Constance Schoenfeld 3159 Cavendish Drive Los Angeles CA 90064	Avery Taylor 5109 Glen Dale Woods Ct Glen Dale MD 20769
Barbara Ross 80-608 Avenida Santa Carmen Indio CA 92203	Beth Raphael 15431 Lorraine Way Irvine CA 92604	Dave Barakat 532 South Helberta Ave Redondo Beach CA 90277
David Datz 44150 Tahoe Circle Indian Wells CA 92210	Dr Robert Hewlett 65 Monterey Pine Drive Newport Coast CA 92657	Edward J Gonsalves 1802 20th St Unit E Santa Monica CA 90404
Ernest Oldham 5712 Rexroth Bakersfield CA 91780	Floyd M Harris 5020 Federal Blvd #207 San Diego CA 92102	Frank Hoffman 2 Galaxy Irvine CA 92603
Graciela & Kelsey Hayes 936 W Victor Court Visalia CA 93277	James I Paul 1928 Pasadena Glen Rd Pasadena CA 91107	Jaycie Packard 171 Bayshore Drive Long Beach CA 90803
Jeanne Palumbo 826 Roble Lane Santa Barbara CA 93103	Jeff Kozek 25172 Las Bolsas Laguna Hills CA 92653	John Rabe PO Box 1729 Upland CA 91785
John Schroeder 360 Kinley Street La Habra CA 90631	Joseph Kowalski 2121 E Walnut Creek Parkway West Covina CA 91791	Joy Williams 725 S Barrington Ave #111 Los Angeles CA 90049
JT Tom Trotter 310 Ridgelake Drive Placentia CA 92870	Kathy Grahek 221 Olive Street Oak View CA 93022	Keith Taylor PO Box 211 Newbury Park CA 91319
Kristopher Johnston 171 Bayshore Drive Long Beach CA 90803	Kyrie Reichman 4883 Santa Cruz Avenue San Diego CA 92107	Leo Burden 2069 Havenhurst Way Upland CA 91784
Lishele Johnston 171 Bayshore Drive Long Beach CA 90803	Luis V Diaz 2905 Briarhaven Lane Corona CA 92882	MacDonald Stearns Kazuko Stearns 2408 Banyan Drive Los Angeles CA 90049
Margaret W Wickens 8432 Haney Street Pico Rivera CA 90660	Mel Kingsbury 759 S State Street #79 Ukiah CA 95482	Michael Schiller 1733 Ford Avenue Redondo Beach CA 90278
Pamela Franklin 13031 Barto Drive Granada Hills CA 91344	Richard Leeds 15 Shearwater Irvine CA 92604	Robert Tillmans 25601 Orchard Rim Lane Lake Forest CA 92630
Stanley Franklin 13031 Barto Drive Granada Hills CA 91344	Terence Flynn 2322 Arcadian Shores Trail Oxnard CA 93036	

In re:	<b>PPA HOLDINGS, LLC</b>	CHAPTER: 7
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**Via E-mail**

s 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; akaileesa@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; ppames@rutan.com; rcampo@robertcampolaw.com; resterkin@morganlewis.com; nancy.goldenberg@usdoj.gov; rrapoport@prllplaw.com; lgillis@prllplaw.com; anthony@arothmanlaw.com; krussak@frandzel.com; efilig@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; anthony@arothmanlaw.com; calresco1@aol.com; kentv@vanderschuitlawgroup.com; mhensley@adorno.com; mark@ptjlw.com; tnkailes@gmail.com