

1 **WEILAND, GOLDEN,**
2 **SMILEY, WANG EKVALL & STROK, LLP**
3 Evan D. Smiley, State Bar No. 161812
4 esmiley@wgllp.com
5 Philip E. Strok, State Bar No. 169296
6 pstrok@wgllp.com
7 Robert S. Marticello, State Bar No. 244256
8 rmarticello@wgllp.com
9 650 Town Center Drive, Suite 950
10 Costa Mesa, California 92626
11 Telephone: (714) 966-1000
12 Facsimile: (714) 966-1002
13
14 Counsel for Chapter 7 Trustee
15 Thomas H. Casey

9 **UNITED STATES BANKRUPTCY COURT**
10 **CENTRAL DISTRICT OF CALIFORNIA**
11 **SANTA ANA DIVISION**

12 In re
13 PPA HOLDINGS, LLC, a California limited
14 liability company,
15 Debtor and
16 Debtor-in-Possession.

Case No. 8:09-bk-16353-ES
Chapter 7
(Substantively Consolidated 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)

- 16 Affects All Debtors
- 17 _____ Affects PPA HOLDINGS, LLC, a
- 18 California limited liability company
- 19 _____ Affects PACIFIC PROPERTY
- 20 ASSETS, LLC, a California limited
- 21 liability company
- 22 _____ Affects PPA RIVERSIDE
- 23 APARTMENTS, a California limited
- 24 liability company
- 25 _____ Affects PACIFIC PROPERTY
- 26 ASSETS II, LLC, a California
- 27 limited liability company
- 28 _____ Affects BELL COVE, LLC, a
- California limited liability company
- _____ Affects COUNTRY CLUB
- GREENS, LLC, a California limited
- liability company
- _____ Affects SYCAMORE SHADOWS,
- LLC, a California limited liability

CHAPTER 7 TRUSTEE'S MOTION FOR ORDER AUTHORIZING AND APPROVING SETTLEMENT WITH RINGSTAD & SANDERS LLP PURSUANT TO FEDERAL RULE OF BANKRUPTCY PROCEDURE 9019; MEMORANDUM OF POINTS AND AUTHORITIES; AND DECLARATION OF THOMAS H. CASEY IN SUPPORT
[No Hearing Required Pursuant to Local Bankruptcy Rule 9013-1(o)]

Weiland, Golden, Smiley, Wang Ekvall & Strok, LLP
650 Town Center Drive, Suite 950
Costa Mesa, California 92626
Tel 714-966-1000 Fax 714-966-1002

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6 company
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10 an Arizona limited liability company
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- 22 — Affects VILLA LAS BRISAS
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California limited liability company
- 24 — Affects 2130 GROUP
25 PARTNERSHIP, LLC, an Arizona
limited liability company
- 26 — Affects AAA INVESTMENT
27 PROPERTIES, LLC, an Arizona
limited liability company
- 28

1 **TO THE HONORABLE ERITHE A. SMITH, UNITED STATES BANKRUPTCY JUDGE:**

2 Thomas H. Casey (the "Trustee"), the chapter 7 trustee for the substantively
3 consolidated estates (collectively, the "Estates") of the above-captioned debtors (each, a
4 "Debtor" and collectively, the "Debtors"), hereby moves the Court pursuant to Federal
5 Rule of Bankruptcy Procedure 9019 for an order authorizing and approving a settlement
6 with Ringstad & Sanders LLP ("R&S"), on the terms set forth in the *Stipulation Between*
7 *Thomas H. Casey, Chapter 7 Trustee, and Ringstad & Sanders LLP Regarding Ringstad*
8 *& Sanders LLP's Final Compensation* (the "Stipulation") attached to the Declaration of
9 Thomas H. Casey (the "Casey Declaration") as Exhibit "1." This Motion is based on the
10 Notice of Motion, the following Memorandum of Points and Authorities and the attached
11 Casey Declaration.

12
13 **MEMORANDUM OF POINTS AND AUTHORITIES**

14 **I. INTRODUCTION**

15 By this Motion, the Trustee requests approval of a settlement with R&S that
16 resolves issues concerning the amount and timing of payment of R&S's final
17 compensation. By its amended final fee application, R&S asserts total fees and costs in
18 the amount of \$1,135,213.02, of which \$510,552.09 remains unpaid. Pursuant to the
19 Stipulation, R&S's previously allowed and paid interim fees and costs will be allowed on a
20 final basis, and R&S's unpaid fees and costs will be allowed on a final basis in the
21 reduced sum of \$350,000.00 and will be paid upon the entry of an order approving the
22 Stipulation. The proposed settlement results in an approximately 31% (\$160,552.09)
23 reduction in R&S's requested unpaid compensation without any litigation or resulting
24 administrative expense. Moreover, the reduction in R&S's administrative priority claims
25 increases the chances that there will be sufficient net funds to distribute to general
26 unsecured creditors. As a result, the Trustee believes the proposed settlement is fair and
27 reasonable and is in the best interests of creditors. Accordingly, the Trustee requests that
28 the Court grant the Motion.

1 **II. BACKGROUND**

2 **A. General Background**

3 The Debtors each filed a voluntary petition under chapter 11 of the Bankruptcy
4 Code on June 26, 2009. By order entered on June 29, 2009, the Court authorized the
5 joint administration of the Debtors' chapter 11 cases, with PPA Holdings, LLC, Case No.
6 8:09-bk-16353-ES, as the lead case. By orders entered on April 6, 2010, and May 14,
7 2010, Thomas H. Casey was appointed as chapter 11 trustee in the Debtors' cases.

8 On August 5, 2010, the Trustee filed a motion for order authorizing the conversion
9 of each of the Debtors' cases to chapter 7 of the Bankruptcy Code. By order entered
10 September 13, 2010, the cases were converted to chapter 7, and on September 17, 2010,
11 Thomas H. Casey was appointed as chapter 7 trustee in the Debtors' cases. By order
12 entered on September 21, 2011, the Court substantively consolidated the Debtors'
13 estates.

14 **B. R&S's Employment**

15 On September 1, 2009, the Court entered the order authorizing the Debtors to
16 employ R&S as their general insolvency counsel effective June 26, 2009 [Docket
17 No. 151].

18 **C. R&S's Fee Applications**

19 On January 19, 2010, R&S filed its *Application for Payment of Interim Fees and*
20 *Expenses* [Docket No. 541] (the "Interim Application") which sought the allowance and
21 payment of \$864,714.50 in fees and \$45,235.68 in expenses for the period June 26, 2009
22 through and including December 31, 2009. On March 17, 2010, the Court entered the
23 order granting the Interim Application [Docket No. 668] and allowing interim fees to R&S in
24 the sum of \$821,714.50 (reflecting a \$43,000.00 reduction in fees, of which \$40,000.00
25 was without prejudice to further application at a later date) and interim expense
26 reimbursement in the sum of \$45,235.68, for a total of \$866,950.18. Subsequently, R&S
27 applied its pre-petition retainer in the sum of \$624,660.93 to the \$866,950.18 allowed by
28 the Court, leaving an allowed but unpaid balance of \$242,289.25.

Weiland, Golden,
Smiley, Wang Ekvall & Strok, LLP
650 Town Center Drive, Suite 950
Costa Mesa, California 92626
Tel 714-966-1000 Fax 714-966-1002

1 Since filing the Interim Application, R&S has incurred additional amounts for its
2 work in the Debtors' cases, as reflected in R&S's amended final application for
3 compensation [Docket No. 1226] (the "Final Application"). R&S asserts that it is owed
4 total unpaid fees and costs in the amount of \$510,552.09, calculated as follows: (a)
5 \$242,289.25 for the allowed but unpaid balance from the Interim Application; (b)
6 \$40,000.00 for the fees reduced without prejudice from the Interim Application; and (c)
7 \$228,262.84 in fees and expenses incurred since January 1, 2010. Thus, R&S asserts
8 total fees and costs of \$1,135,213.02.

9
10 **III. THE TERMS OF THE PROPOSED SETTLEMENT**

11 The Trustee is seeking to reduce significantly the amount of allowed chapter 11
12 administrative claims in order to increase the potential payout to creditors holding general
13 unsecured claims. R&S desires to have its final compensation determined and paid at
14 this time, rather than wait for the Final Application to be heard along with the fee
15 applications of other professionals.¹ Therefore, to avoid and minimize expenses, the
16 Trustee and R&S have negotiated an agreement resolving issues concerning the amount
17 and timing of payment of R&S's final compensation. The agreement of the Trustee and
18 R&S (together, the "Parties") are on the terms set forth in the Stipulation. (See Ex. 1.)
19 The material terms of the Stipulation are summarized as follows:

- 20 1. Subject to allowance by the Court, fees and costs in the total amount of
21 \$974,660.93 shall be allowed and awarded to R&S on a final basis (the
22 "Final Fee Award").
- 23 2. Upon the entry of the order approving the Stipulation (the "Effective Date"),
24 the Trustee is authorized and directed to pay to R&S the Final Fee Award,

25
26 ¹ The Trustee has reserved December 1, 2011 at 10:30 a.m., for the hearings on the fee applications of
27 the Trustee, Weiland, Golden, Smiley, Wang Ekvall & Strok, LLP, and Hahn Fife & Company LLP, and
28 December 6, 2011 at 10:30 a.m., for the hearings on the fee applications of Development Specialists, Inc.,
Crowe Horwath LLP, PGP Valuation, Inc., Kamal Rajkanan and, if necessary, R&S.

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- 1 less the \$624,660.93 previously paid to R&S, for a grand total of
2 \$350,000.00 (the "Unpaid Fees"), in full and final payment, settlement and
3 satisfaction of R&S's administrative expense claim(s) and/or any other
4 Claims (as defined in the Stipulation) against the Estates.
- 5 3. On the Effective Date, and subject to its receipt of the Unpaid Fees, R&S, on
6 behalf of itself, its successors and assigns, waives and releases any and all
7 Claims against the Trustee and the Estates.
- 8 4. In the absence of the Court approving this Stipulation, this Stipulation shall
9 be null, void and of no force, effect or probative value.
- 10 5. The fees awarded and paid to R&S pursuant to the terms hereof are subject
11 to any order of this Court requiring reallocation of amounts paid on
12 administrative priority claims and disgorgement by certain administrative
13 claimants. R&S retains its right to oppose any motion seeking reallocation
14 and/or disgorgement and to assert that R&S has received pursuant to this
15 Stipulation only a portion of the fees and costs to which it would otherwise
16 be entitled and should be entitled to assert the full amount of its requested
17 fees and costs pursuant to its Final Fee Application for the purposes of
18 calculation of any reallocation.

19
20 **IV. LEGAL STANDARD FOR APPROVAL OF THE SETTLEMENT**

21 Rule 9019 of the Federal Rules of Bankruptcy Procedure provides that "[o]n motion
22 by the trustee and after notice and a hearing, the court may approve a compromise or
23 settlement." Settlement of time-consuming and burdensome litigation, especially in the
24 bankruptcy context, is encouraged. *See Protective Comm. for Indep. Stockholders of*
25 *TMT Trailer Ferry, Inc. v. Anderson*, 390 U.S. 414, 424 (1968) ("[I]n administering
26 reorganization proceedings in an economical and practical manner it will often be wise to
27 arrange the settlement of claims as to which there are substantial and reasonable
28 doubts"). For a compromise to be approved, the proposed compromise must be fair and

1 equitable. See *TMT Trailer*, 390 U.S. at 424. Significantly, the court stated that "[b]asic to
2 this process in every instance, of course, is the need to compare the terms of the
3 compromise with the likely rewards of litigation." *Id.* at 424-25.

4 According to the Ninth Circuit, a court must consider the following criteria to
5 determine whether the settlement agreement is fair and equitable:

6 (a) the probability of success in the litigation; (b) the difficulties,
7 if any, to be encountered in the matter of collection; (c) the
8 complexity of the litigation involved, and the expense,
9 inconvenience and delay necessarily attending it; (d) the
paramount interest of the creditors and a proper deference to
their reasonable views in the premises.

10 *Martin v. Kane (In re A&C Properties)*, 784 F.2d 1377, 1381 (9th Cir. 1986).

11 In ruling on a proposed compromise, however, a bankruptcy court should give
12 substantial weight to the trustee's views as to the merits of the compromise and
13 settlement, and should not substitute its own judgment for that of the trustee. See *In re*
14 *Blair*, 538 F.2d 849, 851 (9th Cir. 1976); see also *In re Calra Leather, Inc.*, 44 B.R. 457,
15 466 (Bankr. S.D.N.Y. 1984). The court need not conduct an extensive investigation into
16 the merits of the claims that the parties seek to settle. See *In re Walsh Const., Inc.*, 669
17 F.2d 1325, 1328 (9th Cir. 1982). It need only determine that the outcome of litigating the
18 claims is open to reasonable doubt. See *id.* Nor is the court required to determine
19 whether the settlement was the best that the trustee could have obtained. See *In re W.T.*
20 *Grant*, 699 F. 2d 599, 608, 613 (2d Cir. 1982). Rather, the court should "canvass the
21 issues and see whether the settlement 'fall[s] below the lowest point in the range of
22 reasonableness.'" *Id.* at 608; see also *In re Bell & Beckwith*, 87 B.R. 472, 474 (N.D. Ohio
23 1987). A bankruptcy court should approve a compromise, despite any objections, if it is in
24 the best interests of the estate and creditors. See *In re A&C Prop.*, 784 F.2d at 1382.

25
26 **V. THE SETTLEMENT IS FAIR AND EQUITABLE**

27 Here, the proposed settlement is fair and equitable and should be approved. The
28 Stipulation reduces the unpaid amount of R&S's administrative expense claim(s) for fees

1 and costs and/or any other claims against the Estates to \$350,000.00, and does so
2 without the costs and risks associated with litigation. This amount represents a
3 substantial reduction of approximately 31% (\$160,552.09) of the total unpaid amount R&S
4 asserts that it is owed. Moreover, the reduction in R&S's administrative priority claim
5 increases the chances that there will be sufficient net funds to distribute to general
6 unsecured creditors. The Trustee believes that the prompt payment of the Final Award
7 upon the entry of the order approving the Stipulation is reasonable given the amount of
8 the reduction to R&S's final compensation.

9 For these reasons, the Trustee believes that the proposed settlement is fair and
10 reasonable, and requests that the Motion be granted.

11
12 **VI. MOTION IS APPROPRIATE WITHOUT A HEARING**

13 Local Bankruptcy Rule 9013-1(o)(1) provides that:

14 Except as to matters specifically noted in subsection
15 (o)(2) below, and as otherwise ordered by the court,
16 any matter which may be set for hearing in
accordance with Local Bankruptcy Rule 9013-1 may
17 be determined upon notice of opportunity to request
a hearing

18 The approval of the Motion without a hearing pursuant to the procedure established
19 by Local Bankruptcy Rule 9013-1(o) is appropriate. R&S agreed to a significant discount
20 in the amount of its final compensation provided such final compensation be allowed and
21 paid as soon as possible. The Trustee attempted to schedule a hearing on the Final
22 Application before December, but was unsuccessful. Therefore, in order to obtain the
23 substantial discount in R&S's final unpaid compensation provided in the Stipulation, the
24 Trustee is submitting this Motion on a no-hearing basis pursuant to Local Bankruptcy Rule
25 9013-1(o). The use of such no-hearing procedure is further appropriate because it
26 provides notice and opportunity for a hearing to all creditors and parties entitled to notice,
27 and the Trustee does not anticipate any opposition to this Motion.

28

Weiland, Golden,
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1 **VII. CONCLUSION**

2 Based upon the foregoing, the Trustee respectfully requests that this Court enter
3 an order approving the Stipulation, and finding the Stipulation is fair, reasonable,
4 adequate, and, therefore, is in the best interests of the Estates.

5 Respectfully submitted,

6 Dated: October 25, 2011

WEILAND, GOLDEN,
SMILEY, WANG EKVALL & STROK, LLP

7
8 By: 
9 Robert S. Marticello
10 Counsel for Chapter 7 Trustee,
11 Thomas H. Casey

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DECLARATION OF THOMAS H. CASEY

I, Thomas H. Casey, declare as follows:

1. I am the chapter 7 trustee (the "Trustee") for the jointly administered estates of the above-captioned debtors (collectively, the "Debtors"). I am submitting this declaration in support of the *Chapter 7 Trustee's Motion for Order Authorizing and Approving Settlement with Ringstad & Sanders LLP Pursuant to Federal Rule of Bankruptcy Procedure 9019* (the "Motion"). All terms not defined herein shall have the meaning ascribed to them in the Motion. I know each of the following facts to be true of my own personal knowledge and if called as a witness, I could and would competently testify with respect thereto.

2. A true and correct copy of the Stipulation is attached hereto as Exhibit "1."

3. I believe the Stipulation is fair and equitable and is in the best interests of creditors.

4. The Stipulation reduces the unpaid amount of R&S's administrative expense claim(s) for fees and costs and/or any other claims against the Estates to \$350,000.00, and does so without the risks and costs associated with litigation. This amount represents a substantial reduction of approximately 31% (\$160,552.09) of the total unpaid amount R&S asserts that it is owed. Moreover, the reduction in R&S's administrative priority claim increases the chances that there will be sufficient net funds to distribute to general unsecured creditors. I believe that the prompt payment of the Final Award upon the entry of the order approving the Stipulation is reasonable given the amount of the reduction to R&S's final compensation.

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1 5. The Stipulation is the product of good-faith, arm's-length negotiations
2 between the parties and their respective counsel.

3 I declare under penalty of perjury that the foregoing is true and correct.

4 Executed on this 25th day of October, 2011, at Rancho Santa Margarita, California.

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/s/ Thomas H. Casey

Thomas H. Casey

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Weiland, Golden,
 Smiley, Wang Ekvall & Strok, LLP
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1 Thomas H. Casey, the chapter 7 trustee (the "Trustee") for the substantively
2 consolidated estates (collectively, the "Estates") of the above-captioned debtors
3 (collectively, the "Debtors"), by and through his counsel of record, and Ringstad &
4 Sanders LLP ("R&S"), enter into this stipulation regarding R&S's final compensation in the
5 Debtors' cases (the "Stipulation").

6 **RECITALS**

7 A. The Debtors each filed a voluntary petition under chapter 11 of the
8 Bankruptcy Code on June 26, 2009. By order entered on June 29, 2009, the Court
9 authorized the joint administration of the Debtors' chapter 11 cases, with PPA Holdings,
10 LLC, Case no. 8:09-bk-16353-ES, as the lead case.

11 B. On September 1, 2009, the Court entered the order authorizing the Debtors
12 to employ R&S as their general insolvency counsel effective June 26, 2009 [Docket
13 No. 151].

14 C. On January 19, 2010, R&S filed its *Application for Payment of Interim Fees*
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24 D. By orders entered on April 6, 2010, and May 14, 2010, Thomas H. Casey
25 was appointed as chapter 11 trustee in the Debtors' cases.

26 E. On August 5, 2010, the Trustee filed a motion for order authorizing the
27 conversion of each of the Debtors' cases to chapter 7 of the Bankruptcy Code. By order
28 entered September 13, 2010, the cases were converted to chapter 7, and on

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1 September 17, 2010, Thomas H. Casey was appointed as chapter 7 trustee in the
2 Debtors' cases.

3 F. On September 21, 2011, the Court entered an order substantively
4 consolidating the estates of the Debtors.

5 G. Since filing the Interim Application, R&S has incurred additional amounts
6 for its work in the Debtors' cases, as reflected in R&S's amended final application for
7 compensation [Docket No. 1226]. R&S asserts that it is owed total unpaid fees and costs
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17 minimize expenses, the Trustee and R&S have negotiated an agreement resolving issues
18 concerning the amount and timing of payment of R&S's final compensation.

19 **STIPULATION**

20 NOW, THEREFORE, based on the foregoing recitals, and subject to Bankruptcy
21 Court approval of this Stipulation, the parties stipulate and agree as follows:

22 1. For purposes of this Stipulation, "Claims" will mean and include debts,
23 duties, obligations, agreements, contracts, covenants, promises, representations,
24 warranties, guaranties, breaches, defaults, damages, injuries, losses, demands,
25 allegations, causes of action, actions, orders, judgments, encumbrances, liens, levies,
26 charges, costs, expenses, attorney's fees and other liabilities and claims of any kind,
27 whether at law or in equity, known or unknown, and concealed or revealed.

28

Weiland, Golden,
Smiley, Wang Ekvall & Strok, LLP
650 Town Center Drive, Suite 950
Costa Mesa, California 92626
Tel 714-966-1000 Fax 714-966-1002

1 2. Subject to allowance by the Court, fees and costs in the total amount of
2 \$974,660.93 shall be allowed and awarded to R&S on a final basis (the "Final Fee
3 Award").

4 3. Upon the entry of the order approving this Stipulation (the "Effective Date"),
5 the Trustee is authorized and directed to pay to R&S the Final Fee Award, less the
6 \$624,660.93 previously paid to R&S, for a grand total of \$350,000.00 (the "Unpaid Fees"),
7 in full and final payment, settlement and satisfaction of R&S's administrative expense
8 claim(s) and/or any other Claims against the Estates.

9 4. On the Effective Date, and subject to its receipt of the Unpaid Fees, R&S, on
10 behalf of itself, its successors and assigns, waives and releases any and all Claims
11 against the Trustee and the Estates.

12 5. In the absence of the Court approving this Stipulation, this Stipulation shall
13 be null, void and of no force, effect or probative value.

14 6. R&S warrants and represents that it has not pledged, transferred or
15 assigned to any third party any Claim, or basis for any Claim, purportedly being released
16 pursuant to this Stipulation.


17 7. This Stipulation will inure to the benefit of, and be binding upon, each party
18 to this Stipulation and its successors, assigns, administrators and trustees, including any
19 successor trustee appointed in the Debtors' bankruptcy cases.

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1 8. The fees awarded and paid to R&S pursuant to the terms hereof are subject
2 to any order of this Court requiring reallocation of amounts paid on administrative priority
3 claims and disgorgement by certain administrative claimants. R&S retains its right to
4 oppose any motion seeking reallocation and/or disgorgement and to assert that R&S has
5 received pursuant to this Stipulation only a portion of the fees and costs to which it would
6 otherwise be entitled and should be entitled to assert the full amount of its requested fees
7 and costs pursuant to its Final Fee Application for the purposes of calculation of any
8 reallocation.

9
10 Dated: October 25, 2011

WEILAND, GOLDEN,
SMILEY, WANG EKVALL & STROK, LLP

11
12 By: 
13 ROBERT S. MARTICELLO
14 Counsel for Chapter 7 Trustee,
15 Thomas H. Casey

16 Dated: October __, 2011

RINGSTAD & SANDERS LLP

17
18 By: _____
19 TODD RINGSTAD
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Weiland, Golden,
Smiley, Wang Ekvall & Strok, LLP
650 Town Center Drive, Suite 950
Costa Mesa, California 92626
Tel 714-966-1000 Fax 714-966-1002

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5 received pursuant to this Stipulation only a portion of the fees and costs to which it would
6 otherwise be entitled and should be entitled to assert the full amount of its requested fees
7 and costs pursuant to its Final Fee Application for the purposes of calculation of any
8 reallocation.

9
10 Dated: October __, 2011

WEILAND, GOLDEN,
SMILEY, WANG EKVALL & STROK, LLP

11
12
13 By: _____

ROBERT S. MARTICELLO
Counsel for Chapter 7 Trustee,
Thomas H. Casey

14
15
16 Dated: October 24, 2011

RINGSTAD & SANDERS LLP

17
18 By: _____


TODD RINGSTAD

Weiland, Golden,
Smiley, Wang Ekvall & Strook, LLP
620 Town Center Drive, Suite 950
Crest Hill, IL 60411
Tel: 714-868-1000 Fax: 714-868-1002

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 as **CHAPTER 7 TRUSTEE'S MOTION FOR ORDER AUTHORIZING AND APPROVING SETTLEMENT WITH RINGSTAD & SANDERS LLP PURSUANT TO FEDERAL RULE OF BANKRUPTCY PROCEDURE 9019; MEMORANDUM OF POINTS AND AUTHORITIES; AND DECLARATION OF THOMAS H. CASEY IN SUPPORT** 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 **October 25, 2011**, 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 25, 2011**, 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 **October 25, 2011**, 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, 411 W. 4th Street, Suite 2030, Santa Ana, CA 92701

Service information continued on attached page

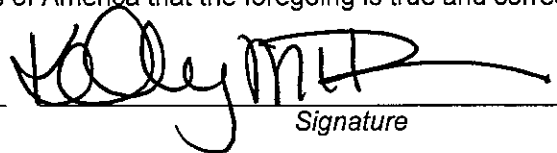
I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

October 25, 2011

Date

Kelly M. Rivera

Type Name



Signature

Electronic Mail Notice List

Raymond G Alvarado raivarado@alvaradosmith.com
Melody G Anderson manderson@hemar.com
John A Boyd fednotice@tclaw.net
Brendt C Butler bbutler@mandersonllp.com
Frank Cadigan frank.cadigan@usdoj.gov
Robert J Campo rcampo@robertcampolaw.com
Thomas H Casey (TR) msilva@tomcaseylaw.com, tcasey@ecf.epiqsystems.com
Michael A Cisneros mcisneros@mac.com
Caroline Djang cdjang@rutan.com
Lynsey M Eaton leaton@gglts.com
Richard W Esterkin resterkin@morganlewis.com
Jeffrey K Garfinkle bkgroup@buchalter.com,
jgarfinkle@buchalter.com;jmealey-hatch@buchalter.com;docket@buchalter.com
Nancy S Goldenberg nancy.goldenberg@usdoj.gov
Michael D Good mgood@southbaylawfirm.com
Catherine M Guastello cguastel@quarles.com
Robert P Harris robert.harris@quarles.com
Paul T Johnson ptj@paultjohnson.com, admin@ptjlaw.com;desiree@ptjlaw.com
Clifford P Jung clifford@jyllp.com, info@jyllp.com
Paul H Kim Pkim@counsel.lacounty.gov
Kelly L Kress kkress@nixonpeabody.com
Leib M Lerner leib.lerner@alston.com
Adriene Lynch adriene.lynch@alston.com
William Malcolm bill@mclaw.org
Robert S Marticello Rmarticello@wgllp.com
Randall P Mroczynski randym@cookseylaw.com
Aron M Oliner roliner@duanemorris.com
Penelope Parmes pparmes@rutan.com
Eric S Pezold epezold@swlaw.com, dwlewis@swlaw.com
Russell H Rapoport rrapoport@prllplaw.com, lgillis@prllplaw.com
Todd C. Ringstad becky@ringstadlaw.com
Anthony J Rothman anthony@arothmanlaw.com
Kenneth N Russak krussak@frandzel.com, efiling@frandzel.com;ltokubo@frandzel.com
Nanette D Sanders becky@ringstadlaw.com
Scott A Schiff sas@soukup-schiff.com
Evan D Smiley esmiley@wgllp.com
Timothy A Spivey tspivey@rutan.com
Philip E Strok pstrok@wgllp.com
Douglas G Tennant dtennant@frankel-tennant.com
Wayne R Terry wterry@hemar-rousso.com
United States Trustee (SA) ustpreion16.sa.ecf@usdoj.gov
Kent VanDerSchuit kentv@vanderschuitlawgroup.com, taylorg@vanderschuitlawgroup.com
Victor A Vilaplana vavilaplana@foley.com
Michael A Wallin mwallin@sheppardmullin.com
Jennifer H Wang jwang@cookseylaw.com, jodom@cookseylaw.com
Madeleine C Wanslee mwanslee@gustlaw.com, rstein@gustlaw.com
Michael J. Weiland mweiland@wgllp.com
Sharon Z Weiss sharon.weiss@hro.com, raul.morales@hro.com
Katherine M Windler katherine.windler@bryancave.com

III. SERVED BY EMAIL:

E-SERVICE LIST (as provided by PPA Holdings)

stanleyoepstein@aol.com; reps999647@aol.com; rcb@ebslaw.net; stern123@earthlink.net; preamel@aol.com;
richmathias@msn.com; bfischer@morganlewis.com; mcnichol@gustlaw.com; sandrkb18@comcast.net;
akailiesa@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; efilling@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; bill@mclaw.org;
randym@cookseylaw.com; fednotice@tclaw.net; ca2nlaw@yahoo.com; drin@ymail.com;
taylorg@vanderschuitlawgroup.com; leaton@ggits.com; dwlewis@swlaw.com; dcarter714@peoplepc.com;
msalustro@tomcaseylaw.com; tcasey@ecf.epiqsystems.com; mstewart@apartmentsamerica.com;
kentv@vanderschuitlawgroup.com; mhensley@adorno.com; tnkailes@gmail.com; krajkanan@hotmail.com