

FILED & ENTERED
OCT 14 2010
CLERK U.S. BANKRUPTCY COURT
Central District of California
BY reid DEPUTY CLERK

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

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

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

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

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

- 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);**

**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

**Weiland, Golden,
Wang Ekvall & Strok, LLP**
650 Town Center Drive, Suite 960
Costa Mesa, California 92626
Tel 714 - 966 -1000 Fax 714 - 966 -1002

- 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

**Weiland, Golden,
Smiley, Wang Ekvall & Strok, LLP**
650 Town Center Drive, Suite 960
Costa Mesa, California 92626
Tel 714-966-1000 Fax 714-966-1002

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

**Weiland, Golden,
Wang Ekvall & Strok, LLP**
650 Town Center Drive, Suite 960
Costa Mesa, California 92626
Tel 714 - 966 -1000 Fax 714 -966 -1002

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

**Weiland, Golden,
Wang Ekvall & Strok, LLP**
650 Town Center Drive, Suite 960
Costa Mesa, California 92626
Tel 714 - 966 - 1000 Fax 714 - 966 - 1002

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

**Weiland, Golden,
Wang Ekvall & Strok, LLP**
650 Town Center Drive, Suite 960
Costa Mesa, California 92626
Tel 714 - 966 -1000 Fax 714 -966 -1002

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

**Weiland, Golden,
Wang Ekvall & Strok, LLP**
Smiley, Wang Ekvall & Strok, LLP
650 Town Center Drive, Suite 960
Costa Mesa, California 92626
Tel 714 - 966 - 1000 Fax 714 - 966 - 1002

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.

**Weiland, Golden,
Wang Ekvall & Strok, LLP**
650 Town Center Drive, Suite 960
Costa Mesa, California 92626
Tel 714 - 966 - 1000 Fax 714 - 966 - 1002

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

**Weiland, Golden,
Wang Ekvall & Strok, LLP**
650 Town Center Drive, Suite 960
Costa Mesa, California 92626
Tel 714 - 966 - 1000 Fax 714 - 966 - 1002

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

**Weiland, Golden,
Wang Ekvall & Strok, LLP**
650 Town Center Drive, Suite 960
Costa Mesa, California 92626
Tel 714 - 966 -1000 Fax 714 - 966 -1002

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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Weiland, Golden,
Smiley, Wang Ekvall & Strok, LLP
650 Town Center Drive, Suite 960
Costa Mesa, California 92626
Tel 714 - 966 - 1000 Fax 714 - 966 - 1002

DATED: October 14, 2010



United States Bankruptcy Judge

In re: PPA HOLDINGS, LLC 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:	PPA HOLDINGS, LLC	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:	PPA HOLDINGS, LLC	CHAPTER: 7
	Debtor(s).	CASE NUMBER: 8:09-bk-16353-ES

SERVICE LIST FOR ENTERED ORDER

BY NOTICE OF ELECTRONIC FILING ("NEF")

Raymond G Alvarado ralvarado@adorno.com
Melody G Anderson manderson@hemar.com
John A Boyd fednotice@tclaw.net
Brendt C Butler BButler@rutan.com
Frank Cadigan frank.cadigan@usdoj.gov
Robert J Campo rcampo@robertcampolaw.com
Thomas H Casey (TR) msalustro@tomcaseylaw.com, tcasey@ecf.epiqsystems.com
Michael A Cisneros mcisneros@mac.com
Lynsey M Eaton leaton@gglts.com
Richard W Esterkin resterkin@morganlewis.com
Jeffrey K Garfinkle bkgroup@buchalter.com, jgarfinkle@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
Clifford P Jung clifford@jyllp.com, info@jyllp.com
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
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
Madeleine C Wanslee mwanslee@gustlaw.com, rstein@gustlaw.com
Sharon Z Weiss sharon.weiss@hro.com
Katherine M Windler katherine.windler@bryancave.com

In re: <p style="text-align: center;">PPA HOLDINGS, LLC</p> <p style="text-align: right;">Debtor(s).</p>	CHAPTER: 7 CASE NUMBER: 8:09-bk-16353-ES
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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:	PPA HOLDINGS, LLC	CHAPTER: 7
	Debtor(s).	CASE NUMBER: 8:09-bk-16353-ES

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