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7 Counsel for Ronald Greenspan, as Trustee of the
Liquidating Trusts of PCHLI, PCFI and PCFC
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9 **UNITED STATES BANKRUPTCY COURT**
10 **CENTRAL DISTRICT OF CALIFORNIA**
11 **LOS ANGELES DIVISION**

12 In re:
13 PEOPLE'S CHOICE HOME LOAN, INC.,
14 *et al.*,¹
15 Debtors.

Case No. 2:12-bk-15811-RK
(Jointly Administered with 2:12-bk-16200-RK
and 2:12-bk-16201-RK)
(Transferred from 8:07-bk-10765-RK and Jointly
Administered with Case Nos. 8:07-10767-RK and
8:07-10772-RK)

Chapter 11

**STIPULATION BETWEEN THE LIQUIDATING
TRUSTS AND THE IRVINE COMPANY RE:
CLAIMS AGAINST PEOPLE'S CHOICE HOME
LOAN, INC. [PCHLI CLAIMS DOCKET
NO. 447]**

Current Hearing Date
Date: October 15, 2013
Time: 2:30 p.m.
Place: Courtroom 1675
255 East Temple Street
Los Angeles, CA 90012
Judge: Honorable Robert N. Kwan

24 The Liquidating Trust of People's Choice Home Loan, Inc. (the "PCHLI Trust"), the
25 Liquidating Trust of People's Choice Funding, Inc. (the "PCFI Trust") and the Liquidating Trust of
26 People's Choice Financial Corporation (the "PCFC Trust," and together with the PCHLI Trust and
27 the PCFI Trust, the "PC Trusts"), by and through Ronald F. Greenspan, solely as the duly authorized
28

¹ The Debtors were People's Choice Home Loan, Inc., Pe
Choice Financial Corporation.



1 and acting Liquidating Trustee for each of the PC Trusts (the "Liquidating Trustee"), and The Irvine
2 Company (the "Claimant," and together with the PC Trusts, the "Parties") hereby stipulate and agree
3 as follows:

4 **RECITALS**

5 A. On or about March 20, 2007, each of People's Choice Home Loan, Inc. ("PCHLI"),
6 People's Choice Funding, Inc. ("PCFI") and People's Choice Financial Corporation ("PCFC,"
7 together with PCHLI and PCFI, the "Debtors") filed a voluntary petition for relief under Chapter 11
8 of Title 11 of the United States Code in the United States Bankruptcy Court for the Central District
9 of California, Santa Ana Division, which cases have since been transferred to the Los Angeles
10 Division (the "Bankruptcy Court").

11 B. On or about August 6, 2008, the Bankruptcy Court entered an order
12 (the "Confirmation Order") confirming the Committee's First Amended Liquidating Plan under
13 Chapter 11 of the Bankruptcy Code (the "Plan"). The Plan became effective on or about August 12,
14 2008. On the effective date of the Plan, and subject to the terms and conditions of the Plan and
15 Confirmation Order, among other things, the "Liquidating Trust Agreement" for each of the Trusts
16 became effective, and the Liquidating Trustee began to manage and administer the Trusts subject to
17 the terms and conditions of the Liquidating Trust Agreements.

18 C. Pursuant to the Plan, and subject to the terms and conditions of the Plan, the
19 Confirmation Order and the Liquidating Trust Agreement, the Liquidating Trustee is directed to
20 administer the Trusts by, among other things, (i) reducing remaining property to cash, (ii) evaluating
21 claims against the Debtors and objecting to, allowing or otherwise resolving such claims, (iii)
22 evaluating and pursuing, releasing or otherwise resolving affirmative relief against third-parties, and
23 (iv) making distributions of cash to Beneficiaries under and as defined in the Liquidating Trust
24 Agreements.

25 D. On or about August 31, 2007, Claimant filed a proof of claim against PCHLI [PCHLI
26 Claims Docket No. 447] seeking payment of a \$1,778,275.40 general unsecured claim for rental
27 damages, \$19,024.40 of which Claimant alleged is entitled to priority (the "Claim"). The Debtors
28 also scheduled a general unsecured claim of \$78.58 against PCFC and a general unsecured claim of

1 \$30,288.34 against PCHLI.

2 E. On or about April 8, 2013, the Liquidating Trustee filed his *Motion for Order*
3 *Disallowing Proof of Claim of The Irvine Company [PCHLI Claims Docket No. 305]* [Docket No.
4 2694] (the “Objection”), objecting to the Claim.

5 F. The parties have since negotiated in good faith to resolve the Liquidating Trustee’s
6 objections to the Claim, and the parties have resolved the dispute pursuant to that certain Claim
7 Settlement Agreement, dated August 28, 2013, by and between the Liquidating Trustee and
8 Claimant, attached hereto as Exhibit A.

9 **STIPULATION**

10 In light of the foregoing and subject to approval by this Court, the Parties hereby agree and
11 stipulate as follows:

12 1. In full and final satisfaction of any and all claims asserted by Claimant, Claimant
13 shall be deemed to hold (a) an allowed, general unsecured claim against the PCHLI Trust in the
14 amount of \$1,191,019.33 and (b) an allowed administrative expense against the PCHLI Trust in the
15 amount of \$4,077.77 (collectively, the “Allowed Claims”).

16 2. Other than the Allowed Claims, Claimant holds no other claims (including
17 administrative expense claims) against PCHLI. Claimant also holds no claims (including
18 administrative expense claims) against PCFI or PCFC.

19 3. The Liquidating Trustee is authorized to take any action he deems necessary to have
20 the Debtors’ claims dockets updated to reflect the terms of this Stipulation, including updating the
21 claims dockets to reflect the Allowed Claims.

22 4. All prior agreements between the Parties are rendered null and void upon entry of the
23 Court’s Order on this Stipulation.

24 5. The persons signing on behalf of the PC Trusts and on behalf of Claimant each
25 represent and warrant that such persons have authority to bind, and hereby bind the PC Trusts and
26 Claimant, respectively, hereto.

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Dated: September 25, 2013

WINSTON & STRAWN LLP

By: /s/ Justin E. Rawlins
Justin E. Rawlins
Counsel for Ronald Greenspan, as Trustee
of the Liquidating Trusts of PCHLI, PCFI
and PCFC

Dated: September 25, 2013

THE IRVINE COMPANY

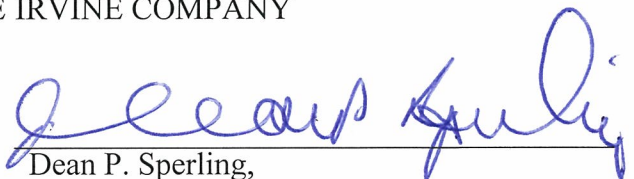
By: 
Dean P. Sperling,
Counsel for The Irvine Company

EXHIBIT A

CLAIM SETTLEMENT AGREEMENT

In re: People's Choice Home Loan, Inc., et al (2:12-bk-15811-RK transferred from 8:07-bk-10765-RK)

This Settlement Agreement (the "Settlement Agreement") is entered into by and between movant Ronald F. Greenspan, in his representative capacity as the Trustee (the "Trustee") of the Liquidating Trust of People's Choice Home Loan, Inc (the "PCHLI Trust"), the Liquidating Trust of People's Choice Funding, Inc. (the "PCFI Trust") and the Liquidating Trust of People's Choice Financial Corporation (the "PCFC Trust") (the PCHLI Trust, the PCFI Trust and the PCFC Trust, collectively, the "Trusts"), on the one hand, and The Irvine Company ("Claimant," and together with the Trustee, the "Parties"), on the other hand, by and through those Parties or their counsel, and is based on the following recitals:

RECITALS

A. On or about March 20, 2007, each of People's Choice Home Loan, Inc. ("PCHLI"), People's Choice Funding, Inc. ("PCFI") and People's Choice Financial Corporation ("PCFC," together with PCHLI and PCFI, the "Debtors") filed a voluntary petition for relief under Chapter 11 of Title 11 of the United States Code in the United States Bankruptcy Court for the Central District of California, Santa Ana Division (the "Bankruptcy Court").

B. On or about August 6, 2008, the Bankruptcy Court entered an order (the "Confirmation Order") confirming the Committee's First Amended Liquidating Plan under Chapter 11 of the Bankruptcy Code (the "Plan"). The Plan became effective on or about August 12, 2008. On the effective date of the Plan, and subject to the terms and conditions of the Plan and Confirmation Order, among other things, the "Liquidating Trust Agreement" for each of the Trusts became effective, and the Trustee began to manage and administer the Trusts subject to the terms and conditions of the Liquidating Trust Agreements.

C. Pursuant to the Plan, and subject to the terms and conditions of the Plan, the Confirmation Order and the Liquidating Trust Agreement, the Trustee is directed to administer the Trusts by, among other things, (i) reducing remaining property to cash, (ii) evaluating claims against the Debtors and objecting to, allowing or otherwise resolving such claims, (iii) evaluating and pursuing, releasing or otherwise resolving affirmative relief against third-parties, and (iv) making distributions of cash to Beneficiaries under and as defined in the Liquidating Trust Agreements.

D. On or about August 31, 2007, Claimant filed a proof of claim against PCHLI [PCHLI Claims Docket No. 447] seeking payment of a \$1,778,275.40 general unsecured claim for rental damages, \$19,024.40 of which Claimant alleged is entitled to priority. The Debtors also scheduled a general unsecured claim of \$78.58 against PCFC and a general unsecured claim of \$30,288.34 against PCHLI.

E. To finalize any and all claims of Claimant, the Parties have entered into this Settlement Agreement, the terms of which are memorialized below.

TERMS

Based on the mutual promises contained herein and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Recitals Acknowledged. The foregoing recitals are true and correct to the best of the parties' knowledge, and are hereby adopted by the parties.

2. Allowance of General Unsecured Claim and Administrative Expense Against PCHLI. In full and final satisfaction of any and all claims asserted by Settlement Agreement Claimant, upon the Effective Date of this Settlement Agreement, Claimant shall be deemed to hold (a) an allowed, general unsecured claim against the PCHLI Trust in the amount of \$1,191,019.33 and (b) an allowed administrative expense against the PCHLI Trust in the amount of \$4,077.77 (collectively, the "Allowed Claims"). Other than the Allowed Claims, Claimant agrees that it holds no other claims (including administrative expense claims) against PCHLI. Claimant also agrees that it holds no claims (including administrative expense claims) against PCFI or PCFC.

3. Amendment to Proof of Claim. This Settlement Agreement and the Allowed Claims herein serve as Claimant's "Amended Proof of Claim." After the Effective Date, the Trustee will update the claims management database to reflect the allowance of the Allowed Claims and will provide a copy of the Settlement Agreement to Kurtzman Carson Consultants LLC, the Debtors' Claims Agent. No further action need be taken by Claimant with respect to the Allowed Claims or the Amended Proof of Claim. By signing this Settlement Agreement, Claimant agrees and warrants that the Allowed Claims, deemed allowed by this Settlement Agreement, are the sole claims and/or administrative expenses that Claimant has, could assert, and will assert against the Trustee, the Debtors, and/or the Trusts.

4. Effective Date of this Settlement Agreement. This Settlement Agreement shall become effective and binding upon the parties upon the date on which both parties and their counsel have executed the Settlement Agreement and counsel have exchanged copies of signatures (the "Effective Date").

5. Authority. By signing this Settlement Agreement, each of the parties hereto represents that it has the full authority and power to enter into this Settlement Agreement and this Settlement Agreement is the legal, valid and binding obligation thereof.

6. No Prior Assignments. Each party represents that it has not pledged, transferred, or assigned to any third party any right, interest, or claim being transferred, conveyed, released or compromised pursuant to this Settlement Agreement, and such party shall indemnify the other Party from and against a third party asserting such a pledge, transfer or assignment of any such right, interest, or claim.

7. Binding on Successors. This Settlement Agreement is intended by the parties to be binding upon their successors, agents, assigns, including bankruptcy trustees and estate representatives, and any parent, subsidiary or affiliated entity of each party.

8. Negotiation of Agreement. Each of the parties and their respective counsel has

participated in the negotiation of the terms of this Settlement Agreement. All parties hereto represent and warrant that they have carefully read and fully understand all of the provisions of this Settlement Agreement and that they have voluntarily and knowingly signed this Settlement Agreement. This Settlement Agreement shall not be construed for or against either party based on the extent of either party's involvement with its drafting.

9. No Admission. This Settlement Agreement does not constitute an express or implied admission as to any matter and may not be introduced as evidence as to any particular matter, except in proceedings to enforce the terms of this Settlement Agreement.

10. Entire Agreement. This Settlement Agreement is the entire agreement between the parties with respect to the subject matter hereof. This Settlement Agreement supersedes all prior and contemporaneous oral and written agreements and discussions among the parties concerning the subject matter of this Settlement Agreement.

11. Amendments. The provisions of this Settlement Agreement may be amended if, and only if, such amendment is in writing and is signed by all of the parties.

12. Governing Law. This Settlement Agreement shall be governed by and construed in accordance with the law of the State of California, without regard to the principles thereof regarding conflicts of laws. The Parties agree that the Bankruptcy Court shall have exclusive jurisdiction to determine all matters relating to this Settlement Agreement and consent to venue in such Court.

13. Counterparts and Signatures. This Settlement Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument. Facsimile signatures, or signatures transferred in PDF format, shall be treated as original signatures for all purposes.

14. No Third-Party Beneficiaries. There shall be no direct or indirect third-party beneficiaries of this Settlement Agreement.

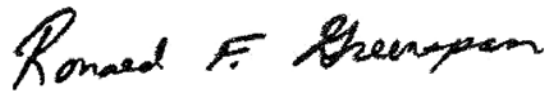
15. Attorneys' Fees. Each party shall bear its or their own attorneys' fees, court costs and related expenses incurred by or on behalf of said party in connection with their underlying dispute and this Settlement Agreement.

16. Partial Invalidity. Each provision of this Settlement Agreement shall be valid and enforceable to the fullest extent permitted by law. If any provision of this Settlement Agreement or the application of such provision to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Settlement Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected by such invalidity or unenforceability, unless such provision or such application of such provision is essential to this Settlement Agreement.

17. Waiver. Any waiver of a default under this Settlement Agreement must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Settlement Agreement. No delay or omission in the exercise of any right or remedy shall impair such right or remedy or be construed as a waiver. A consent to or approval of any act

shall not be deemed to waive or render unnecessary consent to or approval of any other or subsequent act.

18. Headings. Headings within this Settlement Agreement are for convenient reference only and have no effect in limiting or extending the language of the provisions to which they refer.



Dated: August 28, 2013

Ronald F. Greenspan,
as Trustee of the PCHLI, PCFI and PCFC
Liquidating Trusts

Dated: August 28, 2013

Michael Bennett,
as Vice President of The Irvine Company

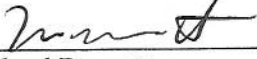
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Dated: August 28, 2013

Ronald F. Greenspan,
as Trustee of the PCHLI, PCFI and PCFC
Liquidating Trusts

Dated: August 28, 2013



Michael Bennett,
as Vice President of The Irvine Company



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:
Winston & Strawn, LLP, 333 S. Grand Avenue, 38th Floor, Los Angeles, CA 90071

A true and correct copy of the foregoing document entitled (specify): STIPULATION BETWEEN THE LIQUIDATING TRUSTS AND THE IRVINE COMPANY RE: CLAIMS AGAINST PEOPLE'S CHOICE HOME LOAN, INC. [PCHL] CLAIMS DOCKET NO. 447] 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 stated below:

1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF): Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On **September 26, 2013**, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

Service information continued on attached page

2. SERVED BY UNITED STATES MAIL:

On **September 26, 2013**, I served the following persons and/or entities at the last known addresses 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 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

3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL (state method for each person or entity served): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on **September 26, 2013**, I served the following persons and/or entities by personal delivery, overnight mail service, 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, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

PRESIDING JUDGE'S COPY - Service by Overnight Mail
Hon. Robert Kwan
United States Bankruptcy Court
255 E. Temple Street, Suite 1682
Los Angeles, CA 90012
Via overnight mail with Fedex
Tracking Number: 796777862360

Service information continued on attached page

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

September 26, 2013 Lucy Fera
Date Printed Name


Signature

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Attys. for The Irvine Company

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