



ORDERED in the Southern District of Florida on October 11, 2012.

A handwritten signature in black ink that reads "Paul G. Hyman".

**Paul G. Hyman, Chief Judge
United States Bankruptcy Court**

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF FLORIDA
WEST PALM BEACH DIVISION
www.flsb.uscourts.gov

In re:

CHAPTER 11

PALM BEACH FINANCE PARTNERS, L.P.,
PALM BEACH FINANCE II, L.P.,

Case No. 09-36379-PGH
Case No. 09-36396-PGH
(Jointly Administered)

Debtors.

**ORDER GRANTING LIQUIDATING TRUSTEE'S MOTION
FOR APPROVAL OF SETTLEMENT WITH SOUTHWEST KEY PROGRAMS, INC.
AND PAYMENT OF CONTINGENCY FEE [ECF NO. 1408]**

THIS CAUSE came before the Court upon the Liquidating Trustee's Motion for Approval of Settlement with Southwest Key Programs, Inc. and Payment of Contingency Fee [ECF No. 1408] (the "**Motion**").¹ The Court, having reviewed the Motion and noting that a Certificate of No Response and Request for Entry of Order has been filed, finds that the notice of

¹ All capitalized terms not defined in this Order shall have the meaning ascribed to such term as set forth in the Motion.

the proposed compromise and settlement is sufficient to comply with Bankruptcy Rules 9019 and 2002(a)(3), Local Rule 9013-1(D) and any other applicable notice requirement, and accordingly, it is:

ORDERED as follows:

1. The Motion is **GRANTED**.
2. The Stipulation is **APPROVED**.
3. Transferee shall pay (or cause to be paid) \$140,000.00 (the “*Settlement*”)

as follows:

- a) Immediately upon execution of this Stipulation by all Parties, \$35,000.00 will be paid to the Trustee as follows: \$14,000.00 to the Liquidating Trustee and \$21,000.00 to the PCI Trustee (collectively, the “*First Payment*”);
 - b) Within ninety (90) days from the date the Transferee makes the First Payment, \$35,000.00 will be paid to the Trustees as follows: \$14,000.00 to the Liquidating Trustee and \$21,000.00 to the PCI Trustee (collectively, the “*Second Payment*”);
 - c) Within ninety (90) days from the date the Transferee makes the Second Payment, \$35,000.00 will be paid to the Trustees as follows: \$14,000.00 to the Liquidating Trustee and \$21,000.00 to the PCI Trustee (collectively, the “*Third Payment*”); and
 - d) Within ninety (90) days from the date the Transferee makes the Third Payment, \$35,000.00 will be paid to the Trustees as follows: \$14,000.00 to the Liquidating Trustee and \$21,000.00 to the PCI Trustee.
4. Of the total Settlement Payment, \$56,000.00 will be paid to the Liquidating Trustee and \$84,000.00 will be paid to the PCI Trustee. The Liquidating Trustee’s portion of the Settlement Payment (\$56,000.00) will be held, as received in accordance with paragraph 3

above, in the trust account of counsel for the Liquidating Trustee pending approval of the Stipulation by the Minnesota Bankruptcy Court.

5. The Liquidating Trustee's portion of the Settlement Payment (\$56,000.00) may be made via (i) wire transfer pursuant to written instructions to be provided by the Liquidating Trustee or his counsel or (ii) check made payable to "Barry E. Mukamal, Liquidating Trustee" and delivered to Jessica L. Wasserstrom, Esq., Meland Russin & Budwick, P.A., 200 South Biscayne Blvd., Suite 3200, Miami, Florida 33131.

6. The Liquidating Trustee's portion of the Settlement Payment will be allocated and apportioned among the Liquidating Trusts as follows: 18% to the Palm Beach Finance Partners Liquidating Trust and 82% to the Palm Beach Finance II Liquidating Trust (the "***Pro Rata Allocation Formula***"), and the wire transfers and/or checks referenced in paragraph 3 above as the mechanism for the Settlement Payment shall be made in the amounts in accordance with this allocation.

7. MRB's Contingency Fee in the amount of \$5,600.00 is approved. The Liquidating Trustee is authorized and directed to make payment of the Contingency Fee without the need of further Court Order, in accordance with the Pro Rata Allocation Formula, promptly upon receipt of the Settlement Payment.

8. To the extent that the Transferee has any scheduled claim or proof of interest or has filed a proof of claim or proof of interest in the Debtors' chapter 11 cases, such claim or interest is deemed disallowed in its entirety.

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9. The Court retains jurisdiction to enforce the terms of the Settlement.

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Submitted By:

s/ Jessica L. Wasserstrom
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Copies Furnished To:

Jessica L. Wasserstrom, Esquire, is directed to serve copies of this Order on all parties in interest and to file a Certificate of Service.