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FILED

JAN 30 2013

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UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF CALIFORNIA

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9 UNITED STATES BANKRUPTCY COURT  
10 EASTERN DISTRICT OF CALIFORNIA  
11 SACRAMENTO DIVISION

13 In re:  
14 CITY OF STOCKTON, CALIFORNIA,  
15 Debtor.

Case No. 2012-32118  
D.C. No. OHS-6  
Chapter 9

**ORDER AUTHORIZING  
ASSUMPTION OF THE MASTER  
LEASE – PURCHASE AGREEMENT,  
AS AMENDED, WITH PIERCE  
MANUFACTURING, INC., RELATING  
TO FOUR FIRE PUMPER TRUCKS**

Date: January 30, 2013  
Time: 10:00 a.m.  
Dept.: C, Courtroom 35  
Judge: Hon. Christopher Klein

22 On January 30, 2013, at 10:00 a.m., the Court conducted a hearing on the City of  
23 Stockton’s Motion for Order Approving its Assumption of the Master Lease – Purchase  
24 Agreement, as Amended, With Pierce Manufacturing, Inc., Relating to Four Fire Pumper Trucks  
25 (Dkt. 667)(the “Motion” filed by the “City”).<sup>1</sup> The Court has considered the Motion and the  
26 notice thereof, as well as the supporting declaration of S. Jeff Piechura (the “Piechura  
27 Declaration”).

28 <sup>1</sup> Capitalized terms not defined herein shall have the meanings ascribed to them in the Motion.

1 Based on the foregoing, having conducted the hearing and heard the argument of counsel,  
2 and after due deliberation and sufficient cause shown,

3 **IT IS HEREBY ORDERED THAT:**

4 1. Due and sufficient notice of the Motion has been provided under the  
5 circumstances.

6 2. The Motion is granted.

7 3. The Master Lease – Purchase Agreement, as amended by the Amendment to the  
8 Master Lease – Purchase Agreement Between Pierce Manufacturing, Inc., and City of Stockton,  
9 attached as Exhibit A to the Piechura Declaration (the “Amended Master Lease”), is approved  
10 and the Debtor is authorized to implement the Amended Master Lease.

11 4. The Debtor is authorized to, and hereby does, assume the Amended Master Lease  
12 effective as of the date of entry of this order (“Effective Date”). Upon assumption, the Amended  
13 Master Lease shall be in full force and effect and enforceable according to its terms. The Lease  
14 Term under, and as defined in, the Amended Master Lease shall be deemed to commence on the  
15 Effective Date.

16 5. Notwithstanding section 362 of the Bankruptcy Code, without further order or  
17 application to the Court, the automatic stay is hereby modified to permit Pierce to (i) file, record,  
18 perfect and otherwise evidence its security interest in the Trucks pursuant to Section 8 of the  
19 Amended Master Lease, and (ii) exercise its rights and remedies pursuant to Section 20 of the  
20 Amended Master Lease upon the occurrence of an Event of Default under, and as defined in, the  
21 Amended Master Lease.

22 6. Notwithstanding Bankruptcy Rule 4001(a)(3), this order shall be immediately  
23 effective and enforceable and there shall be no stay of execution of effectiveness of this order as  
24 provided in such Rule.

25 Dated: *January 30, 2013*

*[Handwritten Signature]*  
*U.S.B.J.*