IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re: WOODBRIDGE GROUP OF COMPANIES, LLC, *et al.*,[1] Debtors.	Chapter 11 Case No. 17-12560 (KJC) (Jointly Administered) **Requested Objection Deadline: April 26, 2018 at 4:00 p.m. (ET)** **Requested Hearing Date: May 1, 2018 at 11:00 a.m. (ET)**

MOTION TO QUASH OF CONTRARIAN FUNDS, LLC

Contrarian Funds, LLC ("**Contrarian**"), by and through its undersigned counsel, submits this motion to quash the *Notice of Rule 30(b)(6) Deposition of Contrarian Funds, LLC* (the "**Deposition Notice**") [Dkt. No. 954] (attached as **Exhibit A**) filed by the above-captioned debtors and debtors in possession (the "**Debtors**"), and respectfully states as follows:

INTRODUCTION

1. As the Court is aware, certain creditors (the "**Noteholders**") in this case hold claims under promissory notes issued by the Debtors (the "**Notes**"). In March 2018, the Debtors filed a notice purporting to establish a 90-day moratorium on the transfer of Notes and to reserve the right to invalidate earlier or later transfers. On April 3, 2018, Contrarian, which had earlier acquired Notes, filed a motion seeking to allow the Noteholders to transfer their Notes free of the limitations the Debtors sought to impose (the "**Note Motion**") [Dkt. No. 890]. In response, the Debtors served Contrarian with the Deposition Notice seeking to examine a Contrarian witness

[1] The last four digits of Woodbridge Group of Companies, LLC's federal tax identification number are 3603. The mailing address for Woodbridge Group of Companies, LLC is 14140 Ventura Boulevard #302, Sherman Oaks, California 91423. Due to the large number of debtors in these cases, which are being jointly administered for procedural purposes only, a complete list of the Debtors, the last four digits of their federal tax identification numbers, and their addresses are not provided herein. A complete list of this information may be obtained on the website of the Debtors' noticing and claims agent at www.gardencitygroup.com/cases/WGC, or by contacting the undersigned counsel for the Debtors.

concerning the terms of Contrarian's Note purchases and, in particular, the prices at which the transactions closed.

2. These topics require testimony concerning sensitive, confidential commercial information that any investor would be reluctant to divulge. Not only is this information highly sensitive and confidential, it is not relevant to the Note Motion. Implementing a broad policy in favor of the free transfer of claims, Bankruptcy Rule 3001(e) severely limits standing to challenge the transfer of claims. To remove the Court from the burden of adjudicating claims transfers, only the transferor – and not the Debtor – may object to the transfer of a claim. As if that were not enough, state law does not authorize the moratorium the Debtors have sought to impose.

3. At bottom, the Deposition Notice attempts to achieve indirectly what Bankruptcy Rule 3001(e) bars the Debtors from doing directly – preventing the transfer of claims. No discovery from Contrarian is necessary to adjudicate the propriety of that effort. Indeed, the Debtors' attempt to compel discovery of sensitive and confidential commercial information through the Deposition Notice appears to be another attempt to prevent claims trading by imposing additional indirect costs on claims buyers.

4. Not only are these efforts inconsistent with the Bankruptcy Rules, but the Debtors should not be attempting to police transactions between non-debtors in the market. If creditors wish to monetize their claims rather than bearing the risk that there may not ultimately be a distribution in these cases, that is their choice, not the Debtors'. It should not matter to the Debtors who holds claims against them, and the Debtors should not be in the business of trying to prevent individual creditors from disposing of their claims as they see fit.

5. Discovery should not be used as a lever to restrict legitimate market activity that can benefit these investors. The Court should quash the Deposition Notice.

JURISDICTION AND VENUE

6. The Court has subject matter jurisdiction to consider and determine this matter pursuant to 28 U.S.C. §§ 1334(b) and 157 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware dated as of February 29, 2012. This Motion is a core proceeding within the meaning of 28 U.S.C. §157(b). Venue is proper under 28 U.S.C. §§ 1408 and 1409.

BACKGROUND

7. On December 4, 2017 (the "**Petition Date**"), Woodbridge Group of Companies, LLC and certain affiliates filed voluntary petitions for relief under chapter 11 of Title 11 of the United States Code (the "**Bankruptcy Code**").

Case Background

8. The primary business of the Debtors was purported to be real estate finance and development. To support this "business," the Debtors conducted retail fundraising operations through WMF Management, LLC, which directly owns seven fund entities (the "**Funds**"). The Funds raised money from thousands of retail investors ("**Noteholders**") by issuing short-term notes ("**Notes**"). The Notes were purportedly secured by a pledge of certain promissory notes and related loan and security agreements, deeds of trust, or mortgages ("**Collateral Documents**") owned by the Funds. Upon information and belief, the Debtors stopped making payments on the Notes and, by the Petition Date, there were approximately $750 million Notes outstanding, held by approximately 9,000 Noteholders.

9. In September of 2016, the United States Securities and Exchange Commission (the "**SEC**") began investigating the Debtors. In late December 2017, the SEC filed a sealed

complaint against the Debtors' principal, Robert H. Shapiro, and several of the Debtors alleging that Mr. Shapiro had used the Debtors and their affiliates to conduct a massive Ponzi scheme.

10. On December 14, 2017, the United States Trustee appointed a three-member Official Committee of Unsecured Creditors (the "**Committee**") [Dkt. No. 79]. Two weeks later, the Committee filed an emergency motion seeking to appoint a chapter 11 trustee (the "**Trustee Motion**") [Dkt. No. 150]. In the Trustee Motion, the Committee alleged that the Debtors' CRO and independent manager were controlled by Mr. Shapiro. The SEC also filed its own motion to appoint a chapter 11 trustee, and various other parties further supported these motions. By order entered January 23, 2018, the Court approved a settlement reached between certain of the Debtors (the **"Settlement Order")** [Dkt. No. 357], the Committee, the SEC and other parties in interest, which, among other things, reconstituted the Debtors' board and authorized the formation of an ad hoc Noteholder group (the "**Noteholder Group**") and an ad hoc unitholder group (the "**Unitholder Group**").

The Moratorium Notice and Contrarian's Response

11. The Notes contain a clause that purports to bar the holder of the Note from transferring it without the consent of the Debtors. On March 21, 2018, the Debtors filed a *Notice Regarding Transfers of Units or Notes* (the "**Moratorium Notice**") [Dkt. No. 799]. In the notice, the Debtors declared a unilateral moratorium on granting their consent to any further transfers of Notes for ninety (90) days and reserved all rights with respect to the invalidity and ineffectiveness of any prior, current, or future attempts to transfer Notes (the "**Moratorium**"). The Notice stated that the purpose of the Moratorium was to (i) allow "significant progress . . . toward a plan that can be effectuated by year-end with a significant recovery for noteholders and unitholders, (ii) the necessity to avoid distractions and focus on exiting the chapter 11 process, and (iii) the desire to protect noteholders and unitholders." Moratorium Notice at 2.

12. The Notice also stated that the Debtors had discussed the Moratorium with the Committee, the Noteholder Group, and the Unitholder Group, and that all groups had unanimously requested that the Debtors impose the Moratorium. Despite this representation, the Noteholder Group has posted a statement to its website stating that they did not request or consent to the Moratorium.[2]

13. Contrarian is a distressed debt investor established in 1995. Among other things, Contrarian buys claims against companies in bankruptcy providing valuable liquidity to the claims market and options for creditors who do not wish to bear the cost or risk of bankruptcy proceedings. As part of its business, Contrarian has acquired certain Notes. It has also filed one proof of claim against the Debtors. *See* Claim No. 1216.

14. Two weeks after the Moratorium Notice, Contrarian filed the Note Motion seeking an order authorizing the Noteholders to freely assign their Notes without further order of the Court or consent of the Debtors. In the Note Motion, Contrarian noted that there was no basis for the unilateral imposition of the Moratorium, that the Debtors were attempting to enforce a contract they had breached, and that it was not in the best interests of the Noteholders to be prevented from assigning their Notes. Note Motion at 6-7.

15. In response to the Note Motion, on April 10, 2018, the Debtors filed the Deposition Notice seeking a deposition of Contrarian on April 18, 2018. The Deposition Notice calls for the production of a witness to testify concerning the following topics:

(1) The factual allegations contained in the Motion, including, without limitation, the statement that "Contrarian has contracted to purchase Notes from several Noteholders."

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[2] *See* **Exhibit B** (Notice Regarding Moratorium on Selling/Transferring Notes/Proofs of Claim, http://www.omnimgt.com/sblite/templates/a/dcontent.aspx?clientid=CsgAAncz%2b6YSOuba%2frNA%2bYUOxDUkxoyi8zM3581F06fCuy2ZumFvi0DIk4FX3Nt4QzVmOWX5nOw%3d&vid=663265 ("Despite statements in the Notice to the contrary, the Noteholder Group did not request nor consent to this moratorium.")).

(2) Any contracts, assignments, transfers, consents, receipts, bills of sale, remittances, and other Documents of any type constituting or concerning the acquisition of any Notes or claims against the Debtors, including all terms of such transactions (including price) and the consideration, if any, that Contrarian has paid in connection with such transactions.

(3) Any offers or solicitations made by Contrarian for the acquisition of any Notes (as defined in the Motion) or claims against the Debtors, including the terms and conditions of any such offers or solicitations.

(4) Any communications between Contrarian and any Noteholder or other creditor of the Debtors, including any negotiations that have taken place and any representations or predictions that have been made by Contrarian.

The Debtors have also served a document request seeking documents related to the above topics.[3]

ARGUMENT

16. Under Federal Rule of Civil Procedure 26(b), "[p]arties may obtain discovery regarding any nonprivileged matter that is relevant to any party's claim or defense and proportional to the needs of the case." Fed. R. Civ. P. 26(b)(1). "[T]he party seeking the discovery has the burden of clearly showing the relevancy of the information sought." *Fassett v. Sears Holdings Corp.*, 319 F.R.D. 143, 149 (M.D. Pa. 2017) (quoting *Caver v. City of Trenton*, 192 F.R.D. 154, 159 (D.N.J. 2000)). In determining the scope of discoverable information, courts first look to the pleadings. *Fassett*, 319 F.R.D. at 149. Courts must also determine whether the requests are "overly broad and unduly burdensome." *Id.* (citing *Miller v. Hygrade Food Prods. Corp.*, 89 F. Supp. 2d 643, 657 (E.D. Pa. 2000)).

17. In 2015, Rule 26(b) was amended to include the proportionality requirement as a way to improve the discovery process, which had "become too expensive, time consuming, and contentious." *United States ex rel. Customs Fraud Investigations, LLC. v. Victaulic Co.*, 839

[3] Contrarian will serve a response and objections to this Document Request in accordance with the Bankruptcy Rules.

F.3d 242, 258-59 (3d Cir. 2016). The proportionality requirement in Rule 26(b)(1) requires the consideration of "the importance of the issues at stake in the action, the amount in controversy, the parties' relative access to relevant information, the parties' resources, the importance of the discovery in resolving the issues, and whether the burden or expense of the proposed discovery outweighs its likely benefit." Fed. R. Civ. P. 26(b)(1).

18. Courts in the Third Circuit have found that "when the burden of a discovery request is likely to outweigh the benefits, Federal Rule of Civil Procedure 26(b)(2)(C) vests the District Court with the authority to limit a party's pursuit of otherwise discoverable information." *F.T.C. v. Dutchman Enterprises, LLC*, No. 2:09-cv-141 (FSH)(MAS), 2010 WL 3034521, at *2 (D.N.J. Aug. 2, 2010). Under Rule 26(b)(2)(C), a court must limit discovery if "the proposed discovery is outside the scope permitted by Rule 26(b)(1)." Fed. R. Civ. P. 26(b)(2)(C)(iii).

19. Rule 26(b)(1) allows parties to take discovery that is "relevant to any party's claim or defense." The matters for examination in the Deposition Notice focus exclusively on the details of Contrarian's purchase of Notes, the economic terms of those transactions, and all communications related to the purchase by Contrarian of any claim against the Debtor. None of these topics bear on the propriety of the Moratorium Notice or the Note Motion.[4] The details of any transaction between Contrarian and a Noteholder are irrelevant to the issues at hand.

20. "Bankruptcy Rule 3001(e) governs the assignment of claims . . . ." *In re Lynn*, 285 B.R. 858, 861 (Bankr. S.D.N.Y. 2002). It "is designed to permit free assignability with minimal judicial intervention." *Preston Trucking Co. v. Liquidity Solutions, Inc. (In re Preston Trucking Co.)*, 333 B.R. 315, 332 (Bankr. D. Md. 2005), *aff'd*, 392 B.R. 623 (D. Md. 2008). Historically, the bankruptcy courts policed claims trading. But the 1991 amendment to

[4] The Debtors have not filed any opposition to the Note Motion. As a result, there is not yet a contested matter and no basis for the conduct of discovery under Rule 9014.

Bankruptcy Rule 3001(e) "was expressly intended to curtail judicial oversight of the claim assignment process by . . . limiting the court's role to determining disputes between assignee and assignor, the only party entitled to notice of the transfer." *Lynn*, 285 B.R. at 861. Bankruptcy Rule 3001(e) "narrows the Court's role in determining the validity of the assignment of claims to ruling upon the filing of a timely objection." *Preston Trucking*, 333 B.R. at 336.

21. Under the plain language of Rule 3001(e)(2) "third parties, including the Debtor, do not have standing to object to a claim assignment itself." *Lynn*, 285 B.R. at 862. Rather, only the transferor may file an objection to the assignment of a claim. Fed. R. Bankr. P. 3001(e)(2). If no objection is filed by the transferor, the rule provides that "the transferee **shall** be substituted for the transferor." *Id.* (emphasis added).

22. In light of this, the economic terms of a claim transfer are irrelevant to whether the transferee may assert the claim against the estate. In *Viking Associates, L.L.C. v. Drewes (In re Olson)*, a party had acquired a significant number of claims against the estate. 120 F.3d 98, 100 (8th Cir. 1997). The bankruptcy court ordered the Clerk not to transfer the claims because it found that the party "had abused the bankruptcy process by purchasing all of the claims against the estate at a fraction of what they were worth" and also misled claim sellers about the transactions. *Id.* The Eighth Circuit reversed. Under Bankruptcy Rule 3001(e), it held, unless there was an objection by the transferor, there was no "dispute." *Id.* at 102. Because no transferor had objected, "there [was] no longer any role for the court." *Id.*

23. Furthermore, not only do the Debtors lack standing to object to claims transfers, but they cannot persuasively argue that assignment of the Notes was invalid under non-bankruptcy law. In the Moratorium Notice, the Debtors state that their "organizational documents" and the documents governing Notes would require the Debtors' consent for any

transfer or assignment. However, under applicable non-bankruptcy law, such a provision in a promissory note is ineffective to prevent its assignment. Article 9 of the Uniform Commercial Code ("**UCC**") applies to "a transaction, regardless of its form, that creates a security interest in personal property or fixtures by contract." Del. Code Ann. tit. 6, § 9-109(a)(1). Section 1-201 of the UCC defines "security interest" to include "any interest of . . . a buyer of . . . a promissory note in a transaction that is subject to Article 9." *Id.* § 1-201(35).

24. Section 9-408 of the UCC renders ineffective a contractual provision that requires the consent of the maker of a promissory note before the note may be transferred. In particular, it provides that "a term in a promissory note [. . . that] prohibits, restricts, or requires the consent of the person obligated on the promissory note or the account debtor to, the assignment or transfer of, or creation, attachment, or perfection of a security interest in, the promissory note . . . is ineffective to the extent that the term . . . would impair the creation, attachment, or perfection of a security interest . . . ." *Id.* § 9-408(a).

25. Here, the Debtors seek to enforce a provision in the Notes that purports to require their consent to any transfer of the Note. Because Contrarian's interest, as a buyer of a Note is a security interest under the UCC, and the provision in the Notes would prevent the creation of that security interest absent the consent of the Debtors, it is ineffective under applicable non-bankruptcy law.

26. Even if this were not the case, the Debtors cannot be heard to enforce a non-assignment provision under Notes that they have materially breached through non-payment. Under Delaware law, "[a] party is excused from performance under a contract if the other party is in material breach thereof." *BioLife Sols., Inc. v. Endocare, Inc.*, 838 A.2d 268, 278 (Del. Ch. 2003), *as revised* (Oct. 6, 2003). For example, in *Hipcricket, Inc. v. mGage, LLC*, a debtor

attempted to enforce a restrictive covenant in a contract. No. CV 11135-CB, 2016 WL 3910837, at *1 (Del. Ch. July 15, 2016). The debtor, however, had rejected the contract as part of confirmation, resulting in a breach as of the petition date. *Id.* at *11. Noting that "a party in material breach of a contract may not demand performance from the non-breaching party[,]" the court held that "it would be inequitable here to allow [the breaching party] to enforce a contract that it materially breached." *Id.* at *12-13.[5]

27. Here, by failing to pay principal and interest when due, as well as proposing to strip the security interests in the underlying collateral, the Debtors have materially breached the terms of the Notes. Having breached their obligations, the Debtors cannot enforce other terms of the Notes to the detriment of the non-breaching Noteholders.

28. Because the Debtors lack standing under the Bankruptcy Rules to object to the transfer of claims, and the non-assignment provision in the Notes cannot be enforced under non-bankruptcy law, discovery of the terms of Contrarian's purchases of Notes is simply not relevant. The Debtor's Moratorium Notice is ineffective as a matter of law, and the sensitive, confidential details of Contrarian's transactions or communications are beside the point. Indeed, the Debtors' attempts to extract such information merely seek to use the discovery process to erect further barriers to claims trading that Bankruptcy Rule 3001(e) was intended to eliminate.

29. While the Debtors may claim, as they did in the Moratorium Notice, that they hope to protect Noteholders, it is not for the Debtors to second guess the judgment of those Noteholders who seek to monetize their claims without actually consulting them. The best people to decide what is in the Noteholders' best interests are the Noteholders themselves.

[5] Although the contract in *Hipcricket* was governed by Washington law, the court noted that "Delaware law follows the same rule." *Hipcricket* 2016 WL 3910837, at *12, n.146.

30. Rather than paternalistically deciding that they know what is best for the thousands of individuals allegedly defrauded by the Debtors, the Debtors should allow the Noteholders to decide for themselves whether they want to bear the risk of a plan process (and an initial cash distribution estimated to be in the single digits as a percentage of the face amount of the Notes) that, at best, will not be resolved until the end of the year. The Debtors should not be allowed to lock-in creditors who decide not to bear this risk.

LOCAL RULE 7026-1(d) CERTIFICATION

Contrarian hereby certifies that it has made a reasonable effort to reach agreement with the Debtors concerning the issues in this motion, but no agreement was reached.

CONCLUSION

For the foregoing reasons, Contrarian respectfully requests that the Court enter an order quashing the Deposition Notice and granting Contrarian such other and further relief as may be just and proper.

[*Remainder of this page intentionally left blank.*]

Dated: April 18, 2018
Wilmington, Delaware

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EXHIBIT A

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re: WOODBRIDGE GROUP OF COMPANIES, LLC, *et al.*,[1] Debtors.	Chapter 11 Case No. 17-12560 (KJC) (Jointly Administered)

NOTICE OF RULE 30(b)(6) DEPOSITION OF CONTRARIAN FUNDS, LLC

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that, pursuant to Rule 30(b)(6) of the Federal Rules of Civil Procedure ("FRCP"), made applicable herein by Rules 7030 and 9014 of the Federal Rules of Bankruptcy Procedure, the debtors and debtors in possession (the "Debtors") in the above-captioned chapter 11 bankruptcy case will take a deposition of Contrarian Funds, LLC ("Contrarian") on Wednesday, April 18, 2018, commencing at 10 o'clock a.m., at the law offices of Young Conaway Stargatt & Taylor, LLP, Rockefeller Center, 1270 Avenue of the Americas, Suite 2210, New York, New York 10020, or at such other time or place as the Court may specify or the parties may mutually agree.

PLEASE TAKE FURTHER NOTICE that the deposition will be taken before an officer authorized to administer oaths, all testimony will be recorded by stenographic means, LiveNote may be used, and the deposition may also be recorded by audiovisual means.

[1] The last four digits of Woodbridge Group of Companies, LLC's federal tax identification number are 3603. The mailing address for Woodbridge Group of Companies, LLC is 14140 Ventura Boulevard #302, Sherman Oaks, California 91423. Due to the large number of debtors in these cases, which are being jointly administered for procedural purposes only, a complete list of the Debtors, the last four digits of their federal tax identification numbers, and their addresses are not provided herein. A complete list of this information may be obtained on the website of the Debtors' noticing and claims agent at www.gardencitygroup.com/cases/WGC, or by contacting the undersigned counsel for the Debtors.

PLEASE TAKE FURTHER NOTICE that "the matters for examination," FRCP 30(b)(6), concern the matters relevant to the *Motion of Contrarian Funds, LLC for Authority to Acquire Promissory Notes Against the Debtors* [Docket No. 890] (the "Motion"), filed by Contrarian on April 3, 2018, specifically including:

(1) The factual allegations contained in the Motion, including, without limitation, the statement that "Contrarian has contracted to purchase Notes from several Noteholders."

(2) Any contracts, assignments, transfers, consents, receipts, bills of sale, remittances, and other Documents of any type constituting or concerning the acquisition of any Notes or claims against the Debtors, including all terms of such transactions (including price) and the consideration, if any, that Contrarian has paid in connection with such transactions.

(3) Any offers or solicitations made by Contrarian for the acquisition of any Notes (as defined in the Motion) or claims against the Debtors, including the terms and conditions of any such offers or solicitations.

(4) Any communications between Contrarian and any Noteholder or other creditor of the Debtors, including any negotiations that have taken place and any representations or predictions that have been made by Contrarian.

PLEASE TAKE FURTHER NOTICE that, pursuant to FRCP 30(b)(6), Contrarian must "designate one or more officers, directors, or managing agents, or . . . other persons who consent to testify" on behalf of Contrarian regarding "information known or reasonably available to" Contrarian with respect to the preceding matters.

Dated: April 10, 2018
Wilmington, Delaware

/s/ Sean M. Beach

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EXHIBIT B

RUST | Omni CONSULTING BANKRUPTCY

Woodbridge Group of Companies, LLC, et al.

Ad Hoc Noteholder Group Website

- Home
- Letter to Woodbridge Noteholders
- Critical Case Documents
- Proof of Claim Form & Instructions
- A Note Regarding Letters to the Bankruptcy Court
- FAQ
- Notice Regarding "Fraud Loss" Tax Deduction
- Notice Regarding Moratorium on Selling/Transferring Notes/Proofs of Claim
- Notice Regarding Deadline to File Proofs of Claim
- Submit an Inquiry

<	April 2018					>
Su	Mo	Tu	We	Th	Fr	Sa
25	26	27	28	29	30	31
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	1	2	3	4	5

All Calendar Events

WOODBRIDGE GROUP OF COMPANIES, LLC

Chapter 11 Case No. 17-12560
U.S. Bankruptcy Court - District of Delaware
Hon. Kevin J. Carey

Notice Regarding Moratorium on Selling/Transferring Notes/Proofs of Claim

You may have been or possibly will be contacted by someone asking if you are interested in selling/transferring your Note or the proof of claim you filed for amounts due under the Note. Certain provisions in your loan documents prohibit transfer of a loan document or in the case of a Note, require the Borrower's consent prior to a transfer. On March 21, 2018, the Debtors filed a Notice Regarding Transfers of Units or Notes stating that for the next 90 days they will not consent to any transfers of Notes (this would include a transfer by a Noteholder of its proof of claim) or Units. Despite statements in the Notice to the contrary, the Noteholder Group did not request nor consent to this moratorium and it expects that opportunities to transfer your Note or proof of claim will arise in due course. In addition, the Noteholder Group is in discussions with the Debtors, the Unsecured Creditors Committee and the Unitholder Group for there to be an opportunity for Noteholders to borrow a certain amount against a portion of their expected recoveries in the bankruptcy cases on their Note on a non-recourse basis. The terms and timing of any such loans are not known at this time but we will provide an update when these and other details are available.

Page Top

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IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
WOODBRIDGE GROUP OF COMPANIES, LLC, *et al.*,[1]	Case No. 17-12560 (KJC)
	(Jointly Administered)
Debtors.	**Re: Docket No. _____**

ORDER GRANTING MOTION TO QUASH OF CONTRARIAN FUNDS, LLC

Upon the motion (the "**Motion**") of Contrarian Funds, LLC ("**Contrarian**") to quash the *Notice of Rule 30(b)(6) Deposition of Contrarian Funds, LLC* (the "**Deposition Notice**") [Dkt. No. 954] filed by the above-captioned debtors and debtors in possession (the "**Debtors**"); and a hearing on the Motion having been held on _____, 2018; and the Court having found that (i) it has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334, (ii) this proceeding is a core proceeding pursuant to 28 U.S.C. §§ 157(b)(2)(A) and (B), (iii) venue of this proceeding is proper pursuant to 28 U.S.C. §§ 1408 and 1409, and (iv) notice of the Motion was provided to all necessary and appropriate parties; and the Court having determined that the bases set forth in the Motion establish sufficient grounds for the relief granted herein; and due deliberation having been had; and sufficient cause appearing therefor, it is hereby ORDERED that

1. The Motion is granted as set forth herein.

2. The Debtors' Deposition Notice is hereby quashed.

[1] The last four digits of Woodbridge Group of Companies, LLC's federal tax identification number are 3603. The mailing address for Woodbridge Group of Companies, LLC is 14140 Ventura Boulevard #302, Sherman Oaks, California 91423. Due to the large number of debtors in these cases, which are being jointly administered for procedural purposes only, a complete list of the Debtors, the last four digits of their federal tax identification numbers, and their addresses are not provided herein. A complete list of this information may be obtained on the website of the Debtors' noticing and claims agent at www.gardencitygroup.com/cases/WGC, or by contacting the undersigned counsel for the Debtors.

3. The Court retains jurisdiction with respect to all matters arising from or related to the interpretation, implementation, and enforcement of this order.

Dated: May __, 2018
Wilmington, Delaware

KEVIN J. CAREY
UNITED STATES BANKRUPTCY JUDGE