

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

WOODBIDGE GROUP OF COMPANIES, LLC, *et al.*,¹

Debtors.

Chapter 11

Case No. 17-12560 (KJC)

(Jointly Administered)

Hearing Date: June 5, 2018 at 11:00 a.m. (ET)

Obj. Deadline: May 4, 2018 at 4:00 p.m. (ET)

**APPLICATION OF THE DEBTORS FOR ENTRY OF AN ORDER AUTHORIZING
THE DEBTORS TO RETAIN AND EMPLOY GLASER WEIL FINK HOWARD
AVCHEN & SHAPIRO LLP AS SPECIAL REAL ESTATE AND
LAND USE COUNSEL NUNC PRO TUNC TO MARCH 22, 2018**

Woodbridge Group of Companies, LLC and its affiliated debtors and debtors in possession (collectively, the “Debtors”) in the above-captioned chapter 11 cases (the “Chapter 11 Cases”) hereby move the court (this “Application”) for entry of an order, substantially in the form attached hereto as Exhibit A (the “Proposed Order”), pursuant to sections 327(e), 328, and 330 of title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (the “Bankruptcy Code”), authorizing the Debtors to retain and employ Glaser Weil Fink Howard Avchen & Shapiro LLP (“Glaser Weil”) as the Debtors’ special real estate and land use counsel *nunc pro tunc* to March 22, 2018. In support of this Application, the Debtors submit the declaration of Carolyn C. Jordan (the “Jordan Declaration”), a copy of which is attached hereto as Exhibit B, and respectfully state as follows:

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 such 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.

JURISDICTION AND VENUE

1. The Court has jurisdiction over 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 is a core proceeding pursuant to 28 U.S.C. § 157(b) and, pursuant to Rule 9013-1(f) of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the “Local Rules”), the Debtors consent to the entry of a final order by the Court in connection with this Motion to the extent that it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution. Venue is proper before the Court pursuant to 28 U.S.C. §§ 1408 and 1409. The statutory and legal predicates for the relief requested herein are sections 327(e), 328, and 330 of the Bankruptcy Code, Rules 2014 and 2016 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and Local Rules 2014-1 and 2016-1.

BACKGROUND

2. On December 4, 2017 (the “Dec. 4 Petition Date”), certain of the Debtors commenced a voluntary case under chapter 11 of the Bankruptcy Code. On February 9, 2018, an additional fourteen affiliated Debtors commenced voluntary cases under chapter 11 of the Bankruptcy Code (the “Feb. 9 Petition Date”). On March 9, 2018, two additional affiliated Debtors commenced voluntary cases under chapter 11 of the Bankruptcy Code (the “March 9 Petition Date”). On March 23, 2018, seven additional affiliated Debtors commenced voluntary cases under chapter 11 of the Bankruptcy Code (the “March 23 Petition Date”). On March 27, 2018, four additional affiliated Debtors commenced voluntary cases under chapter 11 of the Bankruptcy Code (the “March 27 Petition Date,” and together with the Dec. 4 Petition Date, the Feb. 9 Petition Date, the March 9 Petition Date, and the March 23 Petition Date, the “Petition

Dates”). Pursuant to sections 1107(a) and 1108 of the Bankruptcy Code, the Debtors are continuing to manage their financial affairs as debtors in possession.

3. The Chapter 11 Cases are being jointly administered pursuant to Bankruptcy Rule 1015(b) and Local Rule 1015-1. As of the date hereof, no trustee has been appointed in the Chapter 11 Cases. An official committee of unsecured creditors (the “Committee”) was appointed in the Chapter 11 Cases on December 14, 2017 [Docket No. 79]. On January 23, 2018, the Court approved a settlement providing for the formation of an ad hoc noteholder group (the “Noteholder Group”) and an ad hoc unitholder group (the “Unitholder Group”) [Docket No. 357].

RELIEF REQUESTED

4. By this Application, the Debtors seek entry of an order pursuant to sections 327(e), 328, and 330 of the Bankruptcy Code, Bankruptcy Rules 2014(a) and 2016, and Local Rules 2014-1 and 2016-1 authorizing the Debtors to retain and employ Glaser Weil as special real estate and land use counsel in accordance with the terms and conditions set forth in the engagement letter between the Debtors and Glaser Weil dated as of March 22, 2018 (the “Engagement Letter”). A copy of the Engagement Letter is attached hereto as Exhibit C.

BASIS FOR RELIEF REQUESTED

5. Section 327(e) of the Bankruptcy Code provides that a debtor in possession, subject to court approval:

[M]ay employ, for a specified special purpose, other than to represent the trustee in conducting the case, an attorney that has represented the debtor, if in the best interest of the estate, and if such attorney does not represent or hold any interest adverse to the debtor or to the estate with respect to the matter on which such attorney is to be employed.

11 U.S.C. § 327(e).

6. Moreover, Bankruptcy Rule 2014(a) requires that an application for retention include:

[S]pecific facts showing the necessity for the employment, the name of the [firm] to be employed, the reasons for the selection, the professional services to be rendered, any proposed arrangement for compensation, and, to the best of the applicant's knowledge, all of the [firm's] connections with the debtor, creditors, any other party in interest, their respective attorneys and accountants, the United States trustee, or any person employed in the office of the United States trustee.

Fed. R. Bankr. P. 2014(a).

A. Glaser Weil's Qualifications

7. The Debtors believe that Glaser Weil is well-qualified to represent them as special real estate and land use counsel in the Chapter 11 Cases. In particular, the Debtors are seeking to retain Glaser Weil to advise them on certain real estate matters.

8. The Debtors have selected Glaser Weil based upon, among other things, (i) the Debtors' need to retain counsel skilled and experienced in real estate law, and (ii) the firm's extensive experience and excellent reputation in providing legal advice on real estate matters. Glaser Weil is a full-service litigation firm with a strong reputation and long history of success. Its commercial real estate group has extensive experience assisting in the acquisition, development, and sale of all types of real estate. Glaser Weil regularly advises clients in connection with contract negotiations, title issues, environmental issues, and financings.

9. Accordingly, the Debtors believe that Glaser Weil is both well-qualified and uniquely able to represent them as special real estate and land use counsel in these Chapter 11 Cases in an efficient and effective manner. Further, the Debtors believe that the retention of Glaser Weil as special real estate and land use counsel is in the best interests of their estates and creditors.

B. Services to be Provided

10. Subject to further order of the Court, the Debtors propose that Glaser Weil be employed to render such legal services as may be specified and agreed to between the Debtors and Glaser Weil, including, but not limited to, (i) advising the Debtors on the real estate and land use implications related to real property that the Debtors own, and (ii) advising the Debtors with respect to the real estate assets and equity interests in which the Debtors have a direct or indirect interest.

11. Glaser Weil has indicated its willingness to act as the Debtors' special real estate and land use counsel. The following law firms have been retained, and are currently providing legal services to the Debtors: Klee, Tuchin, Bogdanoff & Stern LLP ("Klee Tuchin") and Young Conaway Stargatt & Taylor, LLP ("Young Conaway") as bankruptcy co-counsel, and Homer Bonner Jacobs, PA ("Homer Bonner") and together with Klee Tuchin and Young Conaway, the "Legal Professionals") as special litigation counsel in these Chapter 11 Cases. Although certain aspects of the representations will necessarily involve all of the Legal Professionals, the Debtors believe that the services Glaser Weil will provide will be complementary rather than duplicative of the services to be performed by the Legal Professionals. The Debtors are very mindful of the need to avoid duplication of services, and appropriate procedures will be implemented to ensure that there is minimal duplication of effort as a result of Glaser Weil's role as special real estate and land use counsel.

C. Professional Fees and Compensation

12. In light of the nature of the Debtors' business, the Debtors have sought the retention of specialized counsel that can provide particular advice on real estate matters.

13. The Debtors propose to pay Glaser Weil for professional services rendered in connection with these Chapter 11 Cases subject to approval of the Court and in compliance with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules on an hourly basis, plus reimbursement of actual, necessary expenses, and other charges incurred by Glaser Weil. Glaser Weil's current standard hourly rates for attorneys range from \$325.00 to \$1,250.00, and Glaser Weil's hourly rate for paraprofessionals range from \$165.00 to \$340.00. Glaser Weil has agreed that Glaser Weil will bill its attorneys' fees at a blended hourly rate of \$595.00 for attorneys (not including paraprofessionals and law clerks), such that Glaser Weil will receive, calculated in the aggregate for the entirety of the Chapter 11 Cases (as opposed to on a month-by-month basis), the lesser of (x) its actual billed hourly rates and (y) a blended hourly rate of \$595.00.² For convenience, in terms of billings each month, Glaser Weil will bill the Clients the lesser of (x) or (y) above for the month in question. The fees will be recalculated at the conclusion of the representation. The Debtors respectfully submit that such rates and policies are reasonable.

14. The Debtors understand that, in connection with the reimbursement of reasonable and necessary expenses, it is Glaser Weil's policy to charge its clients for certain expenses incurred in connection with providing certain client services, including travel, lodging, photocopying, postage, vendor charges, delivery service, and other expenses incurred in providing professional services, and for other services actually provided in this matter, including word processing, secretarial, and overtime charges.

² For example, (i) if, at the conclusion of the representation, Glaser Weil's actual billed hourly rates for attorneys result in a blended rate of \$625 per hour for the Cases, Glaser Weil will reduce such blended hourly rate for attorneys to \$595, and (ii) if Glaser Weil's actual billed hourly rates for attorneys result in a blended rate of \$575 per hour for the Cases, Glaser Weil will receive that hourly rate.

15. All of Glaser Weil's fees and expenses incurred during these Chapter 11 Cases will, except as may otherwise be ordered by the Court, be subject to approval of the Court upon proper application by Glaser Weil in accordance with sections 330 and 331 of the Bankruptcy Code, Bankruptcy Rule 2016(a), and any other applicable requirements or procedures fixed by order of the Court.

16. Glaser Weil has received no retainer from the Debtors, nor has Glaser Weil received any payment or promise of payment from the Debtors during the year immediately preceding the Petition Date for services rendered or to be rendered in contemplation of or in connection with these Chapter 11 Cases. As set forth in the Jordan Declaration, Glaser Weil has not shared or agreed to share any of its compensation from the Debtors with any other person, other than as permitted by section 504 of the Bankruptcy Code.

D. Other Professional Relationships

17. As Glaser Weil is the proposed special counsel for the purpose of advising, assisting, and representing the Debtors in connection with certain real estate matters, section 327(e) of the Bankruptcy Code does not require that Glaser Weil be "disinterested persons" as defined in section 101(14) of the Bankruptcy Code. Rather, section 327(e) of the Bankruptcy Code only requires that Glaser Weil not represent or hold any interest adverse to the Debtors or the estates with respect to the matters on which Glaser Weil is to be employed.

18. However, except as set forth below and in the Jordan Declaration, the partners, counsel, and associates of Glaser Weil: (a) do not have any connection with any of the Debtors, their affiliates, their creditors, or any other parties in interest, or their respective attorneys and accountants; and (b) do not hold or represent any interest adverse to the Debtors or their estates with respect to the matters on which Glaser Weil is to be employed.

E. Best Interests of the Debtors

19. The Debtors have selected Glaser Weil as their special real estate and land use counsel to assist them in connection with real estate matters. The Debtors respectfully submit that retaining the services of Glaser Weil is appropriate and in the best interests of the Debtors in order to advance these Chapter 11 Cases with optimal efficiency. The Debtors believe that Glaser Weil is well-qualified to serve as special real estate and land use counsel and the duplicative cost involved in the failure to retain Glaser Weil and obtaining substitute counsel at this juncture would prejudice the Debtors and their estates.

20. Accordingly, for the reasons set forth herein and in the Jordan Declaration, the Debtors believe that Glaser Weil is well-qualified to represent the Debtors as special real estate and land use counsel in these Chapter 11 Cases, and that the retention of Glaser Weil is in the best interests of the Debtors, their estates, and their creditors.

NOTICE

21. Notice of this Application will be provided to the following parties, or their counsel: (i) the U.S. Trustee; (ii) counsel to the Committee; (iii) counsel to the DIP Lender; (iv) counsel to the Noteholder Group; (v) counsel to the Unitholder Group; (vi) counsel to the SEC; and (vii) any party that has requested notice in these Chapter 11 Cases pursuant to Bankruptcy Rule 2002. In light of the nature of the relief requested herein, the Debtors submit that no other or further notice is necessary.

WHEREFORE, for the reasons set forth herein and in the Jordan Declaration, the Debtors respectfully request that the Court enter an order, substantially in the form attached hereto as Exhibit A, granting the relief requested herein and granting such other and further relief as the Court deems appropriate.

Dated: April 20, 2018

/s/ Bradley D. Sharp

Bradley D. Sharp
Chief Restructuring Officer

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

WOODBRIIDGE GROUP OF COMPANIES, LLC, *et al.*,¹

Debtors.

Chapter 11

Case No. 17-12560 (KJC)

(Jointly Administered)

Hearing Date: June 5, 2018 at 11:00 a.m. (ET)

Obj. Deadline: May 4, 2018 at 4:00 p.m. (ET)

NOTICE OF APPLICATION

TO: (I) THE OFFICE OF THE UNITED STATES TRUSTEE; (II) COUNSEL TO THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS; (III) COUNSEL TO THE NOTEHOLDER GROUP; (IV) COUNSEL TO THE UNITHOLDER GROUP, (V) COUNSEL TO THE DIP LENDER; (VI) THE SEC; AND (VII) ANY OTHER PARTY REQUESTING NOTICE PURSUANT TO BANKRUPTCY RULE 2002

PLEASE TAKE NOTICE that Woodbridge Group of Companies, LLC and its affiliated debtors and debtors in possession in the above-captioned chapter 11 cases (collectively, the “Debtors”) have filed the *Application of the Debtors for Entry of an Order Authorizing the Debtors to Retain and Employ Glaser Weil Fink Howard Avchen & Shapiro LLP as Special Real Estate and Land Use Counsel Nunc Pro Tunc to March 22, 2018* (the “Application”).

PLEASE TAKE FURTHER NOTICE that any objections to the Application must be filed on or before **May 4, 2018, at 4:00 p.m. (ET)** (the “Objection Deadline”) with the United States Bankruptcy Court for the District of Delaware, 3rd Floor, 824 North Market Street, Wilmington, Delaware 19801. At the same time, you must serve a copy of any objection upon the undersigned counsel to the Debtors so as to be received on or before the Objection Deadline.

PLEASE TAKE FURTHER NOTICE THAT A HEARING ON THE APPLICATION WILL BE HELD ON JUNE 5, 2018, AT 11:00 A.M. (ET) BEFORE THE HONORABLE KEVIN J. CAREY AT THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE, 824 NORTH MARKET STREET, 5th FLOOR, COURTROOM NO. 5, WILMINGTON, DELAWARE 19801.

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 such 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, IF YOU FAIL TO RESPOND IN ACCORDANCE WITH THIS NOTICE, THEN THE COURT MAY GRANT THE RELIEF REQUESTED IN THE APPLICATION WITHOUT FURTHER NOTICE OR A HEARING.

Dated: April 20, 2018
Wilmington, Delaware

/s/ Betsy L. Feldman

YOUNG CONAWAY STARGATT & TAYLOR, LLP
Sean M. Beach (No. 4070)
Edmon L. Morton (No. 3856)
Ian J. Bambrick (No. 5455)
Betsy L. Feldman (No. 6410)
Rodney Square
1000 North King Street
Wilmington, Delaware 19801
Tel: (302) 571-6600
Fax: (302) 571-1253

-and-

KLEE, TUCHIN, BOGDANOFF & STERN LLP
Kenneth N. Klee
Michael L. Tuchin
David A. Fidler
Jonathan M. Weiss
1999 Avenue of the Stars
39th Floor
Los Angeles, California 90067
Tel: (310) 407-4000
Fax: (310) 407-9090

Counsel for the Debtors and Debtors in Possession

EXHIBIT A

Proposed Order

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

WOODBRIIDGE GROUP OF COMPANIES, LLC, *et al.*,¹

Debtors.

Chapter 11

Case No. 17-12560 (KJC)

(Jointly Administered)

Ref. Docket No. ____

**ORDER AUTHORIZING THE DEBTORS TO RETAIN AND EMPLOY GLASER WEIL
FINK HOWARD AVCHEN & SHAPIRO LLP AS SPECIAL REAL ESTATE
COUNSEL NUNC PRO TUNC TO MARCH 22, 2018**

Upon the *Application of the Debtors for Entry of an Order Authorizing the Debtors to Retain and Employ Glaser Weil Fink Howard Avchen & Shapiro LLP as Special Real Estate and Land Use Counsel Nunc Pro Tunc to March 22, 2018* (the "Application"),² and it appearing that this Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware; and it appearing that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(A); and proper and adequate notice of the Application and the hearing thereon having been given; and it appearing that no other or further notice being necessary; and it appearing that the legal and factual bases set forth in the Application establish just cause for the relief granted herein; and this Court having determined that the relief sought in the Application is in the best interests of

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 such 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.

² Any capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Application.

the Debtors, these estates, their creditors, and other parties in interest; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:

1. The Application is granted as set forth herein.
2. Pursuant to sections 327(e), 328, and 330 of the Bankruptcy Code, Bankruptcy Rules 2014 and 2016, and Local Rules 2014-1 and 2016-1, the Debtors are authorized and empowered to retain and employ Glaser Weil as special real estate and land use counsel to the Debtors *nunc pro tunc* to March 22, 2018, on the terms set forth in the Application, the Engagement Letter, and the Jordan Declaration.
3. Glaser Weil's fees and expenses shall be subject to the prior approval of this Court in accordance with sections 330 and 331 of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and any applicable orders of this Court.
4. The Debtors are authorized to take all actions necessary to implement the relief granted pursuant to this Order in accordance with the Application.
5. This Court retains jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

Dated: Wilmington, Delaware
_____, 2018

KEVIN J. CAREY
UNITED STATES BANKRUPTCY JUDGE

EXHIBIT B

Jordan Declaration

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

WOODBIDGE GROUP OF COMPANIES, LLC, *et al.*,¹

Debtors.

Chapter 11

Case No. 17-12560 (KJC)

(Jointly Administered)

**DECLARATION OF CAROLYN C. JORDAN IN SUPPORT OF THE APPLICATION
OF THE DEBTORS FOR ENTRY OF AN ORDER AUTHORIZING DEBTORS TO
RETAIN AND EMPLOY GLASER WEIL FINK HOWARD AVCHEN & SHAPIRO LLP
AS SPECIAL REAL ESTATE AND LAND USE COUNSEL
NUNC PRO TUNC TO MARCH 22, 2018**

I, Carolyn C. Jordan, hereby declare under penalty of perjury:

1. I am a partner in the law firm of Glaser Weil Fink Howard Avchen & Shapiro LLP (“Glaser Weil” or the “Firm”), with offices located at, among other places, 10250 Constellation Blvd., 19th Floor, Los Angeles, California. I am a member in good standing of the Bar of the State of California. There are no disciplinary proceedings pending against me in any jurisdiction.

2. I am in all respects competent to make this Declaration in support of the application (the “Application”)² of the Debtors to retain Glaser Weil as special real estate and land use counsel for the Debtors, pursuant to sections 327(e), 328, and 330 of the title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (the “Bankruptcy Code”), Rules 2014(a) and 2016(b) of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and Rules

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 such 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.

2014-1 and 2016-1 of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the “Local Rules”).

GLASER WEIL’S QUALIFICATIONS

3. The Debtors currently seek to retain Glaser Weil, subject to further order of the Court, to render such legal services as may be specified and agreed to between the Debtors and Glaser Weil, including, but not limited to, (i) advising the Debtors on the real estate and land use implications related to real property that the Debtors own, and (ii) advising the Debtors with respect to the real estate assets and equity interests in which the Debtors have a direct or indirect interest.

DISINTERESTEDNESS

4. Based on the conflicts and connections search conducted and described herein, except as disclosed in paragraphs 7 through 9 below, to the best of my knowledge, neither I, the Firm, nor any partner, counsel, or associate thereof, insofar as I have been able to ascertain, has any connection with the Debtors, their creditors, or any other parties in interest, or their respective attorneys and accountants, the Honorable Judge Kevin J. Carey, the United States Trustee, or any person employed in the Office of the United States Trustee.

5. None of the representations described herein are materially adverse to the interests of the Debtors’ estates or any class of creditors or equity security holders thereof. Moreover, pursuant to section 327(e) of the Bankruptcy Code, Glaser Weil would not be disqualified from acting as the Debtors’ special counsel merely because it represents the Debtors’ creditors, equity security holders, or other parties in interest in matters unrelated to these Chapter 11 Cases.

² Capitalized terms not otherwise defined herein, shall have the meanings ascribed to them in the Application.

6. Glaser Weil will periodically review its files during the pendency of these Chapter 11 Cases to ensure that no conflicts or other disqualifying circumstances exist or arise. If any new relevant facts or relationships are discovered or arise, Glaser Weil will use reasonable efforts to identify such further developments and will promptly file a supplemental declaration, as required by Bankruptcy Rule 2014(a).

SPECIAL DISCLOSURE

7. Glaser Weil was engaged in preliminary discussions with Plus Development, LLC (“Plus”) regarding a potential representation of Plus in the Chapter 11 Cases.³ In connection therewith, Glaser Weil expended approximately \$9,415 in preliminary efforts on behalf of Plus and was paid \$9,140 for work conducted on behalf of Plus (the “Prior Fees”). However, Glaser Weil did not make any appearances on behalf of Plus in these Chapter 11 Cases, and since being introduced to the Debtors, Glaser Weil has terminated its representation of Plus in connection with the Chapter 11 Cases. Moreover, Glaser Weil has refunded the Prior Fees, agreed to waive any unpaid fees, and obtained a conflict waiver from Plus with respect to their proposed retention as the Debtors’ special real estate counsel.

8. At present, Glaser Weil has no ongoing representation of Plus. Two Glaser Weil attorneys were involved with Glaser Weil’s previous representation of Plus in connection with the Chapter 11 Cases, and these attorneys may represent Plus in the future in matters wholly unrelated to these Chapter 11 Cases. Neither of these Glaser Weil attorneys would have any involvement in Glaser Weil’s representation of the Debtors. Moreover, Glaser Weil will

³ Plus is on the Debtors’ top 30 creditors’ list and is one of the Debtors’ primary contractors. *See Voluntary Petition for Non-Individuals Filing for Bankruptcy (Woodbridge Group of Companies, LLC)* [Docket No. 1]; *Debtors’ Motion for Interim and Final Orders (I) Pursuant to 11 U.S.C. §§ 105, 361, 362, 363, 364, 507, and 552 Authorizing Debtors to (A) Obtain Postpetition Secured Financing, (B) Use Cash Collateral, (C) Grant Adequate Protection to Prepetition Secured Parties; (II) Modifying the Automatic Stay; (III) Scheduling a Final Hearing Pursuant to Bankruptcy Rules 4001(b) and 4001(c); and (IV) Granting Related Relief* [Docket No. 22].

implement an ethical wall, screening these attorneys, as well as any other attorney that may assist with Glaser Weil's representation of Plus, from interacting with the Glaser Weil attorneys assisting with the Debtor representation.

9. Accordingly, Glaser Weil does not believe that its prior, or any future representation of Plus, presents a conflict of interest.

PROFESSIONAL COMPENSATION

10. Glaser Weil has received no retainer from the Debtors, nor has Glaser Weil received any payment or promise of payment from the Debtors during the year immediately preceding the Petition Date for services rendered or to be rendered in contemplation of or in connection with these Chapter 11 Cases.⁴

11. Glaser Weil intends to apply for compensation for professional services rendered in connection with these Chapter 11 Cases subject to approval of the Court and in compliance with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules on an hourly basis, plus reimbursement of actual, necessary expenses, and other charges incurred by the Firm. Glaser Weil's current standard hourly rates for attorneys range from \$325.00 to \$1,250.00, and Glaser Weil's hourly rate for paraprofessionals range from \$165.00 to \$340.00. Glaser Weil has agreed that the Firm will bill its attorneys' fees at a blended hourly rate of \$595.00 for attorneys (not including paraprofessionals and law clerks), such that Glaser Weil will receive, calculated in the aggregate for the entirety of the Chapter 11 Cases (as opposed to on a month-by-month basis), the lesser of (x) its actual billed hourly rates and (y) a blended hourly rate of \$595.00.⁵ For convenience, in terms of billings each month, the Firm will

⁴ Accordingly, Glaser Weil has not attached a statement pursuant to Local Rule 2016-1.

⁵ For example, (i) if, at the conclusion of the representation, the Firm's actual billed hourly rates for attorneys result in a blended rate of \$625 per hour for the Cases, the Firm will reduce such blended hourly rate for attorneys to

bill the Clients the lesser of (x) or (y) above for the month in question. The fees will be recalculated at the conclusion of the representation.

12. The hourly rates set forth above are subject to periodic adjustments to reflect economic and other conditions. Other attorneys and paralegals may from time to time serve the Debtors in connection with the matters herein described.

13. The hourly rates set forth above are the Firm's standard hourly rates for work of this nature. These rates are set at a level designed to fairly compensate the Firm for the work of its attorneys and paralegals and to cover fixed and routine overhead expenses. It is the Firm's policy to charge its clients in all areas of practice for all other expenses incurred in connection with a client's case. The expenses charged to clients include, among other things, telephone and telecopier toll and other charges, mail and express mail charges, special or hand delivery charges, document processing, photocopying charges, charges for mailing supplies (including, without limitation, envelopes and labels) provided by the Firm to outside copying services for use in mass mailings, travel expenses, expenses for "working meals," computerized research, transcription costs, as well as non-ordinary overhead expenses approved by the client such as secretarial and other overtime. The Firm will charge the Debtors for these expenses in a manner and at rates consistent with charges made generally to the Firm's other clients. The Firm believes that it is fairer to charge these expenses to the clients incurring them than to increase the hourly rates and spread the expenses among all clients.

14. No promises have been received by the Firm nor by any partner, counsel, or associate thereof as to compensation in connection with these chapter cases other than in accordance with the provisions of the Bankruptcy Code. The Firm has no agreement with any

\$595, and (ii) if the Firm's actual billed hourly rates for attorneys result in a blended rate of \$575 per hour for the Cases, the Firm will receive that hourly rate.

other entity to share with such entity any compensation received by the Firm in connection with these Chapter 11 Cases.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct.

Dated: April 20, 2018

/s/ Carolyn C. Jordan

Carolyn C. Jordan

EXHIBIT C

Engagement Letter

Glaser Weil

10250 Constellation Blvd.
19th Floor
Los Angeles, CA 90067
310.553.3000 TEL
310.556.2920 FAX

Carolyn C. Jordan

March 22, 2018

Direct Dial
310.282.6218
Direct Fax
310.785.3518

Email
cjordan@glaserweil.com

VIA ELECTRONIC MAIL

Woodbridge Group of Companies, LLC, et al.
c/o WGC Independent Manager LLC
Bradley D. Sharp, Chief Restructuring Officer
14140 Ventura Boulevard, #302
Sherman Oaks, California 91423

Re: Retention Agreement among Woodbridge Group of Companies, LLC and affiliated chapter 11 debtors and Glaser Weil Fink Howard Avchen & Shapiro LLP

Dear Bradley:

I am writing this letter to set forth the terms and conditions upon which Glaser Weil Fink Howard Avchen & Shapiro LLP (the "Firm") will serve as legal counsel to Woodbridge Group of Companies, LLC and its affiliated chapter 11 debtors (the "Clients") in connection with real estate and land use matters arising in connection with their jointly-administered chapter 11 cases, pending under lead case number 17-12560 (the "Cases") in the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court").

1. Services To Be Provided By The Firm.

This Firm will represent the Clients as special real estate and land use counsel in connection with the Cases. We understand our representation to be limited to advising you on the real estate and land use implications related to real property of the Clients and real estate assets and equity interests in which the Clients have a direct or indirect interest. We understand that we will coordinate these efforts with you and with your bankruptcy counsel, Klee, Tuchin, Bogdanoff & Stern LLP, who we may rely upon and take direction from as one of your representatives.

The Firm will provide those legal services reasonably required to represent the Clients in the above matter. It is mutually understood and agreed that these services are solely for the benefit of the Clients and that no other person or entity is intended either to benefit from them or to be deemed a client by

Woodbridge Group of Companies, LLC, et al
Attn: Bradley D. Sharp
March 22, 2018
Page 2

virtue of their performance. Unless expressly agreed between us in writing, we are not undertaking the representation of any related or affiliated person or entity, nor any family member, parent corporation or entity, subsidiary, or affiliated corporation or entity, nor any of your or their officers, directors, agents, partners or employees.

Please note that your communications with the Firm in connection with services which can be deemed to be in the nature of "lobbying" may not receive the protection of the attorney-client privilege against disclosure, nor may the Firm be able to assert the "work product" doctrine to protect them from disclosure.

2. Responsibilities of Attorney and Client. It will be the Firm's responsibility to perform the legal services called for under this agreement, to take reasonable steps to keep you informed and to respond promptly to your inquiries and communications. The performance of the Firm's services will necessarily include activities outside of your immediate presence, including, for example, review of documents, legal research, factual investigation, preparation of transaction documents, and appearances before administrative bodies or other tribunals.

It will be your responsibility to cooperate fully with the Firm by, among other things, providing us with relevant information and documents and by making yourself reasonably available for consultation. Furthermore, it will be your responsibility to keep us fully informed of developments and to abide by this agreement. Unless you request and we agree in writing, or unless expressly contemplated by the rendering of the foregoing legal services e.g., in an engagement to conduct due diligence, you will be exclusively responsible for (a) providing us with any factual information that may be necessary for us to perform the foregoing legal services or that we may otherwise request and (b) confirming the completeness and accuracy of all such information.

Your responsibilities under this agreement will also include the following: provide us with information respecting the Cases and the property of the Clients and real estate assets and equity interests in which the Clients have a direct or indirect interest, and make yourself available to consult on strategy regarding such assets.

In addition to the foregoing responsibilities, you will also be responsible for promptly advising us whether any document we have prepared or received and sent to you for your approval or review reflects and is consistent with the

Woodbridge Group of Companies, LLC, et al
Attn: Bradley D. Sharp
March 22, 2018
Page 3

principal terms of your proposed agreements in connection with the Cases, or other expectations, as the case may be.

3. Disclaimer of Guarantee. From time to time, through the course of the Firm's representation of you, we may express beliefs concerning the effectiveness of various strategies and courses of action, merits of any particular action or the overall merits of your matter. However, the Firm has not and will not make any promises or give any guarantees regarding the ultimate success or outcome of a matter. Any statements of the Firm's attorneys are not intended, nor should they be construed, as any such promise or guarantee.
4. Retainer Policy. We have waived our retainer requirement.
5. Fees and Billing.

Subject to the provisions below, you agree to pay us fees on account of the services provided to you at our hourly rates in effect at the time of such services. You acknowledge and agree that we will be compensated consistent with and pursuant to the United States Bankruptcy Code, the Federal Rules of Bankruptcy Procedure, the guidelines established by the Office of the United States Trustee, and the orders of the Bankruptcy Court.

- (a) Estimates. Although we may from time to time, for your convenience or at your request, furnish you with estimates of the amounts of fees which we anticipate may be incurred for services performed by us, such estimates are by their nature inexact and speculative and are not binding on either you or us.
- (b) Billing Rates. Clients agree to pay the Firm's professional fees on account of the services provided to the Clients at hourly rates in effect at the time of such services, and to reimburse the Firm for costs and expenses incurred by the Firm in connection with this engagement; provided, however, that in light of the significant public interest implicated by the Cases the Firm has agreed that the Firm will bill its attorneys' fees for the Cases at a blended rate of \$595 per hour for attorneys (not including paraprofessionals and law clerks) such that the Firm will receive, calculated in the aggregate for the entirety of the Cases (as opposed to on a month-by-month basis), the lesser of (x) its

Woodbridge Group of Companies, LLC, et al
Attn: Bradley D. Sharp
March 22, 2018
Page 4

actual billed hourly rates and (y) a blended rate of \$595 per hour.¹ For convenience, in terms of billings each month, the Firm will bill the Clients the lesser of (x) or (y) above for the month in question. The fees will be recalculated at the conclusion of the representation.

The current rates for attorneys range from \$325 to \$1,250 per hour. The current rates for paralegals range from \$165 to \$340 per hour. The Firm's hourly rates are adjusted periodically, typically on January 1 of each year, to reflect the advancing experience, capabilities and seniority of the Firm's professionals, as well as general economic factors.

- (c) Terms of Bills. We will, on a regular basis, supply you with a statement for professional services rendered and costs advanced.

Our billing statements will provide a description of the tasks performed by each attorney working on your matter, billed in one-tenth hour increments.

The time for which you will be charged includes, by way of example only and without limitation, time spent in telephone and office conferences with you and with other counsel, consultants, and others; conferences among the Firm's legal personnel; factual investigation; legal research; responding to your requests for the Firm to prepare estimates or budgets or to provide information to auditors in connection with reviews or audits of financial statements; drafting of letters, agreements and other documents; and travelling. Moreover, the Firm may, in its good faith discretion:

- i. perform and charge for legal research, as well as for subsequently performed legal research on the same topic; and
- ii. engage in and charge for summarization of meetings involving personnel or lawyers of the Firm's choice, and other actual charges customarily invoiced by law firms in addition to fees for legal services, in accordance with the Firm's standard practices.

¹ For example, (i) if, at the conclusion of the representation, the Firm's actual billed hourly rates for attorneys result in a blended rate of \$625 per hour for the Cases, the Firm will reduce such blended hourly rate for attorneys to \$595, and (ii) if the Firm's actual billed hourly rates for attorneys result in a blended rate of \$575 per hour for the Cases, the Firm will receive that hourly rate.

Woodbridge Group of Companies, LLC, et al
Attn: Bradley D. Sharp
March 22, 2018
Page 5

6. Costs. In addition to our fees for legal services, we will bill for costs incurred, including telephone, document reproduction, postage, FAX costs, messenger and air freight charges, word processing charges, computer research, parking, and travel and accommodation expenses, and other actual costs customarily invoiced by law firms.

It is our general policy not to advance the costs of services provided by outside vendors. Examples include but are not necessarily limited to court reporters' fees, corporate filing fees and franchise taxes, printers' bills and graphic services. We may either forward invoices from such vendors to you or have the vendors directly invoice you for payment by you directly to the vendors. You agree to pay all such invoices promptly. In addition, it is our general policy not to advance the fees and costs of experts. In the event the services of outside vendors are required or it has become necessary to retain experts to provide services on your behalf and we do not advance the fees for, and costs of, such services, we will request your specific approval in advance of our retaining any such outside vendor or service and will discuss with you such services and arrangements for payment.

It may become necessary to retain accountants, appraisers or other experts to provide services on your behalf. In such event, we will request your specific approval in advance of our retaining any such service. Upon your approval, you will be responsible for paying the fees and costs (including any required retainers) of any such third parties directly and in a timely manner. Alternatively, we may require that you advance such fees and costs to us for payment by us to the third party.

7. INTENTIONALLY OMITTED.
8. Applicability of this Agreement to Additional Legal Matters. Should we, at your request, perform legal services on additional legal matters for you, the terms and conditions set forth herein will apply to all of such other matters, unless otherwise agreed in writing.
9. Retention of Files. Upon conclusion of our services described in paragraph 1 of this agreement or termination of our engagement, we will, upon your request, deliver to you the files for this matter, together with any of your property in our possession relating to this matter. You agree that we may keep copies of any such files if we choose and, further, that we are under no obligation to

Woodbridge Group of Companies, LLC, et al
Attn: Bradley D. Sharp
March 22, 2018
Page 6

deliver the original or copies of your files to more than one signatory of this agreement. You also agree that our own internal files (including, but not limited to, retention and conflict waiver documentation, firm administrative records, time and expense reports, personnel and staffing materials, accounting records and related documents) and attorney work product (including, without limitation, drafts, notes, legal memoranda, and other legal and factual research reflecting our opinions and mental impressions) pertaining to this matter are our property and will not be delivered to you at the conclusion or upon termination of our engagement. If you do not request your files and property, we will retain, at our discretion, digital and non-digital files or a combination thereof for a period of no less than 5 years after the conclusion of such services or termination of engagement, though duplicative copies of data, documents and other materials may be discarded when the matter is ended. If you do not request the files and property for this matter prior to the end of such 5 year period, we will have no further obligation to retain them and may, in our sole discretion, destroy or discard them, without further notice to you. Notwithstanding the foregoing, the Firm may retain digital or other electronic files generated in connection with your matter for only a very limited period.

10. Termination of Services. It is understood that you may discharge us at any time by written notice, effective when received by us. Unless specifically agreed, we will provide no further services and advance no further costs on your behalf after receipt of such written notice. It is further understood that we may withdraw as your counsel at any time as permitted under the Rules of Professional Conduct of the State Bar of California and the Local Bankruptcy Rules of the Bankruptcy Court. By way of example only and without limitation, subject to Bankruptcy Court approval, the Firm may withdraw from representing you if, among other things, you fail to honor the terms of this engagement letter, you fail to make timely payment of any of our fees and costs approved by the Bankruptcy Court, you fail to cooperate or follow the Firm's advice on a material matter, or any fact or circumstance that arises that, in the Firm's view, renders its continuing representation unlawful or unethical. If, at the time we elect to withdraw, we are attorneys of record in any proceeding, you agree to execute and return a Substitution of Attorney form immediately upon receipt from us. If we are not discharged and do not withdraw, our professional relationship and our agreement with you will conclude at the time we have completed the legal services we have been asked to undertake as provided for in this agreement. The termination of our services, whether by you or by us, shall not relieve you in your capacity as

Woodbridge Group of Companies, LLC, et al
Attn: Bradley D. Sharp
March 22, 2018
Page 7

trustee of the obligation to pay us for services rendered and costs advanced prior to termination after Bankruptcy Court approval of such fees and costs.

11. Insurance. Unless otherwise expressly agreed in a signed writing, the Firm shall have no responsibility to investigate or evaluate whether insurance is available for any matter covered by this engagement, or to tender any matter covered by this engagement to any insurance carrier.
12. Disclosures and Waivers.

Although confidential communications between a client and its counsel are privileged, Clients should be aware that the filing of a bankruptcy case for a corporation, partnership, limited liability company or other entity may have a severe impact upon the attorney-client privilege. Specifically, if a trustee is appointed in a bankruptcy case for a debtor that is a corporation, partnership, limited liability company or other entity, the trustee or the creditor's committee may be able to obtain a court order compelling counsel for the debtor to disclose any and all information communicated between the debtor and its counsel.

Each of the Clients has requested that the Firm agree to jointly represent these entities. After considering the issue of joint representation and discussing it with the parties, the Firm believes that it can concurrently represent all of these entities as set forth herein. It is possible that during the representation of the entities, facts could come to light that would create a conflict of interest such that continued joint representation would be inadvisable. Thus, it is possible that such entities could find themselves in a legal position different from each other, and conceivably it could be advantageous for one entity to take positions separately or adverse to the others. In that event, the Firm will abstain from its joint representation of such entities with respect to the particular issue in conflict, and each entity will retain separate counsel with respect to that particular issue. The Firm will continue to jointly represent the interests of all entities with respect to all other matters that are the subject of this agreement. In the event that such measures prove inconsistent with ethical or practical considerations, the Firm may have to withdraw completely from its representation of one or more of the entities to maintain its ability to exercise its independent professional judgment. Similarly, one or more of the entities may later determine that unanticipated facts have come to light that would impair the Firm's ability to exercise independent professional judgment. The Firm will promptly inform representatives of each entity if it becomes aware of such unanticipated

Woodbridge Group of Companies, LLC, et al
Attn: Bradley D. Sharp
March 22, 2018
Page 8

circumstances, and will rely on each entity to promptly notify the Firm if it becomes aware of such circumstances.

The Firm encourages you to seek independent legal advice with respect to the proposed joint representation. Rule 3-310 of the California Rules of Professional Conduct bears upon the matters set out in this letter and requires the Firm to so inform you and to obtain your written consent before the Firm can concurrently represent multiple entities. If conflicts were to develop and the Firm withdraws from the representation of any of these entities, the Firm desires to be able to continue to represent the other or others consistent with ethical and practical considerations.

13. INTENTIONALLY OMITTED.
14. Conflict Waiver. The occasion might arise for the Firm to consult regarding our engagement for you with our own internal counsel — either our General Counsel or other Firm lawyers working with our General Counsel who do not perform work for you on this matter — or with our own outside counsel (at our expense, of course). To the extent that we are addressing our own rights or responsibilities, a conflict of interest might be deemed to exist between us and you as to such consultation or resulting communications, particularly if a dispute were to arise between us and you regarding our representation of you. A condition of the engagement set out in this letter is that, in such circumstances, you hereby consent to such consultation occurring, and waive any claim of conflict of interest based on such consultation or resulting communications that could otherwise disqualify us from continuing to represent you or from acting in our own behalf, even if doing so might be deemed adverse to your interests. You further acknowledge and agree that such communications are protected from disclosure to you by the Firm's own attorney-client privilege and/or the work product doctrine.
15. Consent to Electronic Communications. In order to maximize efficiency, we intend to use electronic communications devices (e.g. e-mail, document transfer by computer, cellular telephones, and facsimile transfers,) which may transfer information without encryption. The use of such devices may place your confidences and privileges at risk. However, we believe the effectiveness and efficiency in the use of these devices outweighs the risk of possible disclosure. By signing this letter, you acknowledge your consent to the use of these devices in this manner.

Woodbridge Group of Companies, LLC, et al
Attn: Bradley D. Sharp
March 22, 2018
Page 9

16. Severability. If any provision of this agreement is held to be void, voidable or unenforceable, the remaining provisions shall remain in full force and effect.
17. No Modification Except by Signed Writing. No provision of this engagement letter can be waived, modified, amended or supplemented except in a writing that is signed by you and the Firm and approved by the Bankruptcy Court.
18. Integrated Agreement. This engagement agreement constitutes the entire understanding and contract between you and the Firm with respect to the subject matter referred to herein. Any and all representations, understandings, or agreements, whether oral, written or implied, are merged into and superseded by the terms of this engagement letter.
19. Services In Conjunction With Legal Proceedings. During the pendency of the Case, in the event that the Firm is called to produce documents by subpoena or otherwise, or in the event the Firm is required to protect the confidentiality of your communications, or in the event any attorney or employee of the Firm is required to testify as a witness (including deposition testimony), in any proceeding to which you are a party or by virtue of the Firm's representation of you under this agreement, all attorney and paralegal time, including any attorney time for an attorney of the Firm to act as counsel for any such attorney or employee, and costs incurred, will be deemed to be part of the legal services performed and costs incurred under this engagement, and we will bill you for such professional services and costs advanced at our then-current rates in accordance with this agreement.
20. MERITAS Affiliation. Our firm is a member of MERITAS which is a network of over 185 independent commercial law firms located in major cities throughout the world. While MERITAS members are not engaged in the joint practice of law and do not share fees among themselves, membership in MERITAS gives us, and our clients, access to competent, legal resources in other jurisdictions so that our clients' needs for legal services can be handled efficiently virtually anywhere. While we will only utilize the services of another MERITAS firm in this matter with your express knowledge and consent, we want you to be aware of MERITAS and its possible benefits to you. Further information about MERITAS can be obtained at the organization's website at www.meritas.org.
21. Conflicts of Interest. To assist in avoiding representation of parties with conflicts of interest, we maintain a computerized conflict of interest index. The Firm will not represent a party with an interest that may be adverse to that of a person or entity included in the index without an examination to

Woodbridge Group of Companies, LLC, et al
Attn: Bradley D. Sharp
March 22, 2018
Page 10

determine whether a conflict of interest would actually be created. To allow us to conduct such a check for conflicts, you represent that you have identified for us all persons and entities that are or may foreseeably become involved in the matter(s) covered by this agreement, including all persons and entities that are affiliated with you and the other involved and potentially involved parties. You also agree that you will promptly notify us if you become aware of any other persons or entities that are or may become involved in any such matter.

We are pleased to be retained as your special real estate and land use legal counsel, and we look forward to providing our services to you on a basis that is mutually satisfactory. Your signature on a copy of this letter signifies your agreement regarding the matters set forth in this letter.

Very truly yours,



CAROLYN C. JORDAN
of GLASER WEIL FINK HOWARD AVCHEN & SHAPIRO LLP

CCJ:lf

AGREED, ACKNOWLEDGED AND ACCEPTED
THIS 23 DAY OF March, 2018.

**ON BEHALF OF WOODBRIDGE GROUP OF COMPANIES, LLC AND AFFILIATED
CHAPTER 11 DEBTORS**

By: WGC Independent Manager LLC
Their: Manager



Bradley D. Sharp, Chief Restructuring Officer for WGC Independent Manager LLC and
Chief Restructuring Officer for the Woodbridge Group of Companies, LLC and
Affiliated Chapter 11 Debtors