

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

In re:

WOODBRIIDGE GROUP OF COMPANIES,  
LLC, *et al.*,<sup>1</sup>

Debtors.

Chapter 11

Case No. 17-12560 (KJC)

(Jointly Administered)

**Ref. Docket No. 1584**

**CERTIFICATION OF COUNSEL REGARDING PROPOSED ORDER DIRECTING  
EXAMINATION AND PRODUCTION OF DOCUMENTS FROM COMERICA BANK**

The undersigned counsel to the above-captioned debtors and debtors in possession (collectively, the “Debtors”) in these chapter 11 cases hereby certifies as follows:

1. On April 17, 2018, the Debtors filed the *Debtors’ Motion for Entry of Order Under Bankruptcy Rule 2004 Directing Production of Documents from Comerica Bank* [D.I. 1584] (the “Motion”).
2. On or about April 20, 2018, the Debtors and Comerica Bank (“Comerica,” and together with the Debtors, the “Parties”) agreed to the terms and conditions of that certain *Stipulation and Protective Order Regarding Confidentiality* (the “Stipulation”) pursuant to which the Parties have agreed to produce certain confidential documents under the terms and conditions set forth in the Stipulation.
3. On April 23, 2018, the Court entered an Order [D.I. 1609] approving the Stipulation.

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<sup>1</sup> 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 Blvd #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](http://www.gardencitygroup.com/cases/WGC), or by contacting the undersigned counsel for the Debtors.

4. The deadline to respond or otherwise object to the Motion was April 27, 2018. By agreement of the Parties, the deadline for Comerica to respond to the Motion was extended through and including May 10, 2018. No responses or objections by any other party in interest have been filed.

5. The Parties have continued their discussions concerning specific document requests and the scope and timing of any production by Comerica in an effort to consensually resolve the Motion. As a result of their discussions, the Parties have agreed to the terms of the revised proposed order (the “Proposed Order”), attached hereto as Exhibit A, approving the Motion.

6. The Debtors provided the Proposed Order to Comerica for its review, and Comerica has consented to the Court’s entry of the Proposed Order. Accordingly, the Debtors respectfully request that the Court enter the Proposed Order at its earliest convenience without further notice or a hearing.

*[Remainder of page intentionally left blank]*

Dated: May 9, 2018  
Wilmington, Delaware

/s/ Michael S. Neiburg

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**EXHIBIT A**

**Proposed Order**

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

In re:	)	Chapter 11
	)	
WOODBRIIDGE GROUP OF COMPANIES,	)	Case No. 17-12560 (KJC)
LLC, <i>et al.</i> , <sup>1</sup>	)	
	)	(Jointly Administered)
Debtors.	)	

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**ORDER DIRECTING EXAMINATION AND PRODUCTION OF  
DOCUMENTS FROM COMERICA BANK**

Upon consideration of the motion (the “Motion”)<sup>2</sup> of the Debtors, for an order, pursuant to section 105(a) of the Bankruptcy Code and Bankruptcy Rule 2004, directing production of documents from Comerica Bank and its affiliates (collectively, “Comerica”); and the Court finding that (a) the Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334, and (b) this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); the Court finding that notice of the Motion given by the Debtors was sufficient under the circumstances; and the Court having found and determined that the legal and factual bases set forth in the Motion establish just cause for the relief requested in the Motion; and after due deliberation and sufficient cause appearing therefor, it is hereby ORDERED that:

1. The Motion is GRANTED as set forth herein.
2. Comerica is ordered to produce all non-privileged, responsive documents, without prejudice to the rights of Comerica to object, move to quash and/or seek a protective order,

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<sup>2</sup> Capitalized terms used but not defined in this Order shall have the meanings ascribed to them in the Motion.

called for in Exhibit 1 on a rolling basis so long as such documents are non-privileged, responsive documents that are not subject to any unresolved objection or any motion for a protective order, with substantially all documents produced on or before August 1, 2018.

3. Comerica shall serve any objections to the documents requested in Exhibit 1 no later than June 1, 2018. Documents produced by Comerica, including documents produced prior to June 1, 2018, shall be subject to any responses and objections served by Comerica. The Debtors and Comerica shall promptly meet and confer in an effort to resolve any objection.

4. The inadvertent production of any privileged documents shall not waive any applicable privilege. No party receiving documents may provide such documents or information derived from such documents without first entering into and complying with the Court's Order Regarding Stipulation and Protective Order Regarding Confidentiality [Docket No. 1609] (the "Protective Order"). All documents, witness examinations and other discovery produced by Comerica is expressly subject to the Protective Order.

5. This Order is without prejudice to (i) the Debtors' right to seek additional discovery from Comerica, including one or more witness examinations, and (ii) Comerica's right to object to any such additional discovery.

6. The Court shall retain jurisdiction over any matter or dispute arising from or relating to the implementation of this Order.

Dated: \_\_\_\_\_, 2018  
Wilmington, Delaware

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KEVIN J. CAREY  
UNITED STATES BANKRUPTCY JUDGE

**Exhibit 1**

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

In re:

WOODBIDGE GROUP OF COMPANIES, LLC, *et al.*,<sup>1</sup>  
  
Debtors.

Chapter 11

Case No. 17-12560 (KJC)  
(Jointly Administered)

**REQUEST FOR PRODUCTION OF DOCUMENTS  
DIRECTED TO COMERICA BANK**

Woodbridge Group of Companies, LLC and certain of its affiliates, as debtors and debtors in possession (collectively, the “Debtors”) request, pursuant to Bankruptcy Rule 2004, that Comerica Bank and its affiliates (collectively, “Comerica”), produce the documents described below (the “Document Requests”).

These Document Requests shall be deemed continuing so as to require immediate supplemental responses and production of documents if Comerica or its attorneys or other representatives obtain other or further information or responsive documents after the time Comerica’s responses and responsive documents are served.

**DEFINITIONS**

1. “Applicable Period” means the period from January 1, 2012 through and including the present.
2. “Communication(s)” means the transmittal of information (in the form of facts, ideas, inquiries or otherwise, either orally or in writing), including but not limited to

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correspondence, packages, conversations, meetings, discussions, telephone calls, telegrams, telexes, telecopies, seminars, conferences, text messages (whether by SMS, applications such as “WhatsApp,” or otherwise), messages, notes, e-mails and memoranda. The transmission of documents or things by mail, courier or electronic service or otherwise is included, without limitation, in the definition of “Communication(s).”

3. “Concerning” or “concerning” shall mean relating to, referring to, in connection with, in respect of, describing, evidencing, or constituting.

4. “Debtor Account” means any account maintained by You and held by, for, in the name of, for the benefit of, or on behalf of, debtor Woodbridge Group of Companies, LLC, or any of the other Debtors or their agents or successors-in-interest, including, but not limited to, Comerica account nos. xxxxxx0647, xxxxxx2703, xxxxxx2992, xxxxxx7897, xxxxxx8192, xxxxxx8200, xxxxxx8333, xxxxxx1498, xxxxxx3483, and xxxxxx7690, and any predecessor or successor accounts.

5. “Document(s)” shall include electronically stored information (“ESI”) and is used in its customary broad sense. It shall not be limited in any way with respect to the process by which any Document was created, generated, or reproduced, or with respect to the medium in which the Document is embodied; and shall include, by way of example and without any limitation, all “documents,” “electronically stored information,” or “tangible thing” as contained in Rule 34 of the Federal Rules of Civil Procedure, as well as all “writings,” “recordings,” and “photographs” as defined by Rule 1001 of the Federal Rules of Evidence, and any kind of tangible material in any medium of any type, upon which intelligence or information is recorded, or from which intelligence or information can be perceived, whether in writing, recorded, stored, microfilmed, microfiched, photographed, computerized, reduced to electronic or magnetic

impulse, or otherwise preserved or rendered. Documents further include, without limitation, materials maintained in electronic, magnetic or other storage media, including those maintained in computers, electronic or magnetic tapes or diskettes, and any on-site or off-site backup or so-called “erased” or “deleted” computer information that may be susceptible to retrieval.

6. “Mercer Vine” means Woodbridge Luxury Homes of California, Inc. d/b/a Mercer Vine, Inc.

7. “Non-Debtor Woodbridge Account” means any account maintained by You and held by, for, in the name of, for the benefit of, or on behalf of, non-debtor “Woodbridge,” “JM 401K Trust” or “WFS” named entities, or any of their agents or successors-in-interest, including, but not limited to, Comerica account nos. xxxxxx9598 (Woodbridge Pre-Settlement Funding LLC), xxxxxx8317 (Woodbridge Lending Funding 1 LLC), xxxxxx8358 (Woodbridge Crowdfunding 1 LLC), xxxxxx2661 (Woodbridge Luxury Homes of California Inc.), xxxxxx2984 (Woodbridge Realty of Colorado LLC), xxxxxx4141 (WFS Holding Company LLC), xxxxxx9062 (Woodbridge Structured Settlement Investments LLC), xxxxxx0821 (Woodbridge Pre-Settlement Funding LLC), xxxxxx2653 (Woodbridge Luxury Homes of California Inc.), xxxxxx2183 (JM 401K Trust), and xxxxxx3297 (Woodbridge Luxury Homes of California Inc.), and any predecessor or successor accounts.

8. “Person” means any individual, corporation, partnership, joint venture, association, limited liability company, governmental agency, or other entity.

9. “Riverdale” means Riverdale Funding, LLC.

10. “RS Trust” means RS Protection Trust, the irrevocable domestic asset protection trust settled under Nevada law under the control of Shapiro (defined below) for the benefit of himself and his family.

11. “RS Trust Account” means any account maintained by You and held by, for, in the name of, for the benefit of, or on behalf of, RS Trust, or any of its agents or successors-in-interest.

12. “Schwartz Media” means Schwartz Media Buying Company, LLC.

13. “Shapiro” means Robert Shapiro in his individual capacity and/or in his capacity as trustee of RS Trust.

14. “Shapiro Account” means any account (other than a Debtor Account or a Non-Debtor Woodbridge Account) maintained by You and held by, for, in the name of, for the benefit of, or on behalf of Shapiro, Jeri Shapiro, Mercer Vine, Riverdale, Schwartz Media, or any entity or company owned or controlled by Shapiro, and any predecessor or successor accounts.

15. “You” or “Your” means Comerica Bank, and any and all affiliates, including any parents, subsidiaries, or predecessors-in-interest, and any and all employees, agents, or anyone acting on Your behalf.

16. For all purposes herein, spelling, grammar, syntax, abbreviations, idioms, and proper nouns shall be construed and interpreted according to their context to give proper meaning and consistency to the Requests for Production of Documents set forth herein (the “Request” or “Requests”).

### **INSTRUCTIONS**

Rules 26 through 37 of the Federal Rules of Civil Procedure, made applicable to this proceeding pursuant to Rules 7026 through 7037 of the Federal Rules of Bankruptcy Procedure, are hereby incorporated by reference and apply to each of the following instructions:

1. All Documents shall be identified by the Request(s) to which they are primarily responsive or be produced as they are maintained in the usual course of business.

2. Produce all Documents and all other materials described below in Your actual or constructive possession, custody, or control, including in the possession, custody, or control of a current or former employee, that were created during or that relate or refer to the Applicable Period, wherever those Documents and materials are maintained, including on personal computers, PDAs, wireless devices, or web-based email systems such as Gmail, Yahoo, etc.

3. You must produce all Documents in Your possession, custody, or control, whether maintained in electronic or paper form and whether located on hardware owned and maintained by You or hardware owned and/or maintained by a third party that stores data on Your behalf. You must produce all such Documents even if they were deleted or in draft form. Without limitation, hardware where such data may be stored includes: servers; desktop, laptop, or tablet computers; cell and smart phones; PDA devices; scanners, fax machines, and copying machines; and mobile storage devices, such as thumb or external hard drives. Electronically stored Documents include any computerized data or content stored on electromagnetic media. Without limitation, types of electronically stored Documents include email, voicemail, instant messages, text messages (whether by SMS, applications such as “WhatsApp,” or otherwise), intranet and internet system data, telephone and cellular telephone calling records, data compilations, spreadsheets, word processing files, images, databases, digital photocopier memory, and any other information stored in memory storage devices.

4. Produce the original or duplicate, as such terms are defined by Rule 1001 of the Federal Rules of Evidence, of each Document requested together with all non-identical copies and drafts of that Document. If a duplicate is produced, it should be legible and bound or stapled in the same manner as the original.

5. Documents not otherwise responsive to these Requests should be produced: (i) if such Documents mention, discuss, refer to, explain, or concern one or more Documents that are called for by these Requests; (ii) if such Documents are attached to, enclosed with, or accompany Documents called for by these Requests; or (iii) if such Documents constitute routing slips, transmittal memoranda or letters, comments, evaluations, or similar materials.

6. Documents attached to each other should not be separated; separate Documents should not be attached to each other.

7. Documents should include all exhibits, appendices, linked Documents, or otherwise appended Documents that are referenced in, attached to, included with, or are a part of the requested Documents.

8. If any Document, or any part thereof, is not produced based on a claim of attorney-client privilege, work-product protection, or any other privilege, then in answer to such Request or part thereof, for each such Document, You must:

- (a) Identify the type, title and subject matter of the Document;
- (b) State the place, date, and manner of preparation of the Document;
- (c) Identify all authors, addressees, and recipients of the Document, including information about such Persons to assess the privilege asserted; and
- (d) Identify the legal privilege(s) and the factual basis for the claim.

9. Documents should not contain redactions unless such redactions are made to protect information subject to the attorney-client privilege and/or work product doctrine. In the event any Documents are produced with redactions, a log setting forth the information requested in Instruction 8 above must be provided.

10. To the extent a Document sought herein was at one time, but is no longer, in your actual or constructive possession, custody, or control, state whether it: (i) is missing or lost; (ii) has been destroyed; (iii) has been transferred to others; and/or (iv) has been otherwise disposed of. In each instance, Identify the Document, state the time period during which it was maintained, state the circumstance and date surrounding authorization for such disposition, Identify each Person having knowledge of the circumstances of the disposition, and Identify each Person who had possession, custody, or control of the Document. Documents prepared prior to, but which relate or refer to, the time period covered by these Requests are to be identified and produced.

### **MANNER OF PRODUCTION**

1. All Documents produced to the Debtors shall be provided in either native file (“native”) or single-page 300 dpi-resolution group IV TIF format (“tiff”) format as specified below, along with appropriately formatted industry-standard database load files, and accompanied by true and correct copies or representations of unaltered attendant metadata. Where Documents are produced in tiff format, each Document shall be produced along with a multi-page, Document-level searchable text file (“searchable text”) as rendered by an industry-standard text extraction program in the case of electronic originals, or by an industry-standard Optical Character Recognition (“ocr”) program in the case of scanned paper Documents. Searchable text of Documents shall not be produced as fielded data within the “.dat file” as described below.

2. Database load files shall consist of: (i) a comma-delimited values (.dat) file containing: production Document identifier information, data designed to preserve “parent and child” relationships within Document “families,” reasonably accessible and properly preserved

metadata (or bibliographic coding in the case of paper Documents), custodian or Document source information; and (ii) an Opticon (.opt) file to facilitate the loading of tiff images. Load files should be provided in a root-level folder named “Data,” images shall be provided within a root level “Images” folder containing reasonably structured subfolders, and searchable text files shall be provided in a single root-level “Text” folder. If any of the Documents produced in response to these Requests are designated as confidential pursuant to a Protective Order or Confidentiality Agreement between You and the Debtors, in addition to marking the Documents with the brand “CONFIDENTIAL” or branding the media with the word “CONFIDENTIAL,” also include a confidential field within the load file, with a “yes” or “no” indicating whether the Document has been designated as confidential, as well as native file loading/linking information (where applicable).

3. Documents and other responsive data or materials created, stored, or displayed on electronic or electro-magnetic media shall be produced in the order in which the Documents are or were stored in the ordinary course of business, including all reasonably accessible metadata, custodian or Document source information, and searchable text as to allow the Debtors, through a reasonable and modest effort, to fairly, accurately, and completely access, search, display, comprehend, and assess the Documents’ true and original content.

4. All Documents and accompanying metadata created and/or stored in the ordinary course of business within commercial, off-the-shelf email systems including but not limited to Microsoft Exchange™, Lotus Notes™, or Novell Groupwise™ shall be produced in tiff format, accompanying metadata, and searchable text files or, alternately, in a format that fairly, accurately, and completely represents each Document in such a manner as to make the Document(s) reasonably useable, manageable, and comprehensible by the Debtors.

5. With the exclusion of email and email account-related Documents and data, all Documents and accompanying metadata created and/or stored in structured electronic databases or files shall be produced in a format that enables the Debtors to reasonably manage and import those Documents into a useable, coherent database. Documents must be accompanied by reasonably detailed documentation explaining the Documents' content and format including but not limited to data dictionaries and diagrams. Some acceptable formats, if and only if provided with definitive file(s), table(s), and field level schemas include:

- (a) XML format file(s);
- (b) Microsoft SQL database(s);
- (c) Access database(s); and/or
- (d) fixed or variable length ASCII delimited files.

6. All Documents generated or stored in software such as Microsoft Excel or other commercially available spreadsheet programs, as well as any multimedia files such as audio or video, shall be produced in their native format, along with an accompanying placeholder image in tiff format indicating a native file has been produced. A "Nativelink" entry shall be included in the .dat load file indicating the relative file path to each native file on the production media. To the extent You have other file types that do not readily or easily and accurately convert to tiff and searchable text, You may elect to produce those files in native format subject to the other requirements listed herein. Native files may be produced within a separate root-level folder structure on deliverable media entitled "Natives."

7. All other Documents and accompanying metadata and embedded data created or stored in unstructured files generated by commercially available software systems (excluding emails, structured electronic databases, spreadsheets, or multimedia) such as, but not limited to,



word processing files (such as Microsoft Word), image files (such as Adobe .pdf files and other formats), and text files shall be produced in tiff and searchable text format in the order the files are or were stored in the ordinary course of business.

8. Documents originally created or stored on paper shall be produced in tiff format. Relationships between Documents shall be identified within the Relativity .dat file utilizing document identifier numbers to express parent document/child attachment boundaries, folder boundaries, and other groupings. In addition, the searchable text of each Document shall be provided as a multi-page text file as provided for by these Requests.

### **REQUESTS FOR PRODUCTION OF DOCUMENTS**

1. All Documents and Communications concerning each Debtor Account, including, but not limited to:

- (a) authorized signatories;
- (b) monthly statements;
- (c) historical account balance information;
- (d) deposit slips;
- (e) records for incoming and outgoing electronic transfers (e.g., wire transfers, electronic fund transfers, and automated clearing house deposits);
- (f) copies of checks, both deposited and drawn;
- (g) records reflecting cash activity;
- (h) account opening Documents and any credit file;
- (i) administrative or custodial agreements between the holder of the Debtor Account and You;

- (j) agreements or contracts concerning each Debtor Account, including with respect to fees related to or charged or waived; and
- (k) closing Documents for the Debtor Account.

2. To the extent not provided pursuant to the foregoing Requests, all Documents reflecting transfers and/or transactions between the Debtor Accounts.

3. All Documents and Communications concerning any transfers or payments from a Debtor Account to any of the following Persons: (i) Shapiro, (ii) Jeri Shapiro, (iii) RS Trust, (iv) Mercer Vine, (v) Riverdale, (vi) Schwartz Media, (vii) John Fries, (viii) any entity or company owned or controlled by Shapiro, or (ix) any Woodbridge employee or prepetition lawyer.

4. To the extent not provided pursuant to the foregoing Requests, all Documents and Communications concerning any transfers from a Debtor Account to any Person.

5. All Documents and Communications concerning each Non-Debtor Woodbridge Account, including, but not limited to:

- (a) authorized signatories;
- (b) monthly statements;
- (c) historical account balance information;
- (d) deposit slips;
- (e) records for incoming and outgoing electronic transfers (e.g., wire transfers, electronic fund transfers, and automated clearing house deposits);
- (f) copies of checks, both deposited and drawn;
- (g) records reflecting cash activity;

- (h) account opening Documents and any credit file;
- (i) administrative or custodial agreements between the holder of the Non-Debtor Woodbridge Account and You;
- (j) agreements or contracts concerning each Non-Debtor Woodbridge Account, including with respect to fees related to or charged or waived; and
- (k) closing Documents for the Non-Debtor Woodbridge Account.

6. To the extent not provided pursuant to the foregoing Requests, all Documents reflecting transfers and/or transactions between the Non-Debtor Woodbridge Accounts.

7. All Documents and Communications concerning any transfers or payments from a Non-Debtor Woodbridge Account to any of the following Persons: (i) Shapiro, (ii) Jeri Shapiro, (iii) RS Trust, (iv) Mercer Vine, (v) Riverdale, (vi) Schwartz Media, (vii) John Fries, (viii) any entity or company owned or controlled by Shapiro, or (ix) any Woodbridge employee or prepetition lawyer.

8. To the extent not provided pursuant to the foregoing Requests, all Documents and Communications concerning any transfers from a Non-Debtor Woodbridge Account to any Person.

9. All Documents and Communications concerning each Shapiro Account, including, but not limited to:

- (a) authorized signatories;
- (b) monthly statements;
- (c) historical account balance information;
- (d) deposit slips;

- (e) records for incoming and outgoing electronic transfers (e.g., wire transfers, electronic fund transfers, and automated clearing house deposits);
- (f) copies of checks, both deposited and drawn;
- (g) records reflecting cash activity;
- (h) account opening Documents and any credit file;
- (i) administrative or custodial agreements between the holder of the Shapiro Account and You;
- (j) agreements or contracts concerning each Shapiro Account, including with respect to fees related to or charged or waived; and
- (k) closing Documents for the Shapiro Account.

10. To the extent not provided pursuant to the foregoing Requests, all Documents reflecting transfers and/or transactions between the Shapiro Accounts, if more than one Shapiro Account is at issue.

11. All Documents and Communications concerning any transfers or payments from a Shapiro Account to any of the following Persons: (i) Shapiro, (ii) Jeri Shapiro, (iii) RS Trust, (iv) Mercer Vine, (v) Riverdale, (vi) Schwartz Media, (vii) John Fries, (viii) any entity or company owned or controlled by Shapiro, or (ix) any Woodbridge employee or prepetition lawyer.

12. To the extent not provided pursuant to the foregoing Requests, all Documents and Communications concerning any transfers from a Shapiro Account to any Person.

13. All Documents and Communications concerning each RS Trust Account, including, but not limited to:

- (a) authorized signatories;
- (b) monthly statements;
- (c) historical account balance information;
- (d) deposit slips;
- (e) records for incoming and outgoing electronic transfers (e.g., wire transfers, electronic fund transfers, and automated clearing house deposits);
- (f) copies of checks, both deposited and drawn;
- (g) records reflecting cash activity;
- (h) account opening Documents and any credit file;
- (i) administrative or custodial agreements between the holder of the RS Trust Account and You;
- (j) agreements or contracts concerning each RS Trust Account, including with respect to fees related to or charged or waived; and
- (k) closing Documents for the RS Trust Account.

14. To the extent not provided pursuant to the foregoing Requests, all Documents reflecting transfers and/or transactions between the RS Trust Accounts, if more than one RS Trust Account is at issue.

15. All Documents and Communications concerning any transfers from an RS Trust Account to any of the following Persons: (i) Shapiro, (ii) Jeri Shapiro, (iii) RS Trust, (iv) Mercer Vine, (v) Riverdale, (vi) Schwartz Media, (vii) John Fries, (viii) any entity or company owned or controlled by Shapiro, or (ix) any Woodbridge employee or prepetition lawyer.

16. To the extent not provided pursuant to the foregoing Requests, all Documents and Communications concerning any transfers from an RS Trust Account to any Person.

17. To the extent not provided pursuant to the foregoing Requests, all Documents and Communications concerning due diligence You undertook with respect to any Non-Debtor Account, Shapiro Account, and/or Woodbridge Account prior to opening any such Account and while such Account remained open.

18. To the extent not provided pursuant to the foregoing Requests, all Documents and Communications concerning Your compliance with any and all applicable regulations governing a Shapiro Account, RS Trust Account, Non-Debtor Account, and/or Woodbridge Account.

19. To the extent not provided pursuant to the foregoing Requests, all Documents and Communications concerning discussion regarding “red flags” arising from or relating any Shapiro Account, RS Trust Account, Non-Debtor Account, and/or Woodbridge Account.

20. To the extent not provided pursuant to the foregoing Requests, all Documents and Communications concerning steps You took after becoming aware of “red flags” arising from or relating to any Shapiro Account, RS Trust Account, Non-Debtor Account, and/or Woodbridge Account.

21. To the extent not provided pursuant to the foregoing Requests, all Documents and Communications concerning when You became aware of any investigation into Shapiro or any of the entities controlled by or affiliated with Shapiro.

22. To the extent not provided pursuant to the foregoing Requests, all Documents and Communications concerning the steps You took after becoming aware of any federal, state, or regulatory agency investigation into Shapiro or any of the entities controlled by or affiliated with Shapiro.

23. To the extent not provided pursuant to the foregoing Requests, all Communications with or concerning Shapiro and/or any Shapiro Account, RS Trust Account, Woodbridge Account, and/or Non-Debtor Account.

24. To the extent not provided pursuant to the foregoing Requests, images of the front and back of the following checks:

Account Holder	Account Number	Issue date	Check Number	Amount (\$)
Woodbridge Mortgage Investment Fund 2, LLC	xxxxxxx3483	10/31/14	8081	100,000.00
Woodbridge Mortgage Investment Fund 2, LLC	xxxxxxx3483	07/27/15	21825	25,000.00
Woodbridge Mortgage Investment Fund 2, LLC	xxxxxxx3483	03/02/16	28614	92,735.62
Woodbridge Mortgage Investment Fund 2, LLC	xxxxxxx3483	08/01/16	32057	10,000.00
Woodbridge Mortgage Investment Fund 2, LLC	xxxxxxx3483	05/17/17	37879	112,000.00
Woodbridge Mortgage Investment Fund 2, LLC	xxxxxxx3483	08/29/16	32581	50,000.00
Woodbridge Mortgage Investment Fund 2, LLC	xxxxxxx3483	08/29/16	32578	25,000.00
Woodbridge Mortgage Investment Fund 2, LLC	xxxxxxx3483	09/30/16	33096	25,000.00
Woodbridge Mortgage Investment Fund 2, LLC	xxxxxxx3483	11/03/16	33619	100,000.00
Woodbridge Mortgage Investment Fund 2, LLC	xxxxxxx3483	11/09/16	33633	50,000.00
Woodbridge Mortgage Investment Fund 2, LLC	xxxxxxx3483	11/02/16	33614	25,000.00
Woodbridge Mortgage Investment Fund 2, LLC	xxxxxxx3483	11/28/16	34080	25,000.00
Woodbridge Mortgage Investment Fund 2, LLC	xxxxxxx3483	12/19/16	35828	42,000.00
Woodbridge Mortgage Investment Fund 2, LLC	xxxxxxx3483	12/19/16	35830	50,000.00
Woodbridge Mortgage Investment Fund 2, LLC	xxxxxxx3483	12/19/16	35831	43,165.00
Woodbridge Mortgage Investment Fund 2, LLC	xxxxxxx3483	12/21/16	35834	35,000.00
Woodbridge Mortgage Investment Fund 2, LLC	xxxxxxx3483	12/29/16	35847	40,000.00
Woodbridge Mortgage Investment Fund 2, LLC	xxxxxxx3483	12/30/16	35851	25,000.00
Woodbridge Mortgage Investment Fund 2, LLC	xxxxxxx3483	12/30/16	35850	25,000.00
Woodbridge Mortgage Investment Fund 2, LLC	xxxxxxx3483	01/04/17	35866	200,000.00
Woodbridge Mortgage Investment Fund 2, LLC	xxxxxxx3483	05/12/17	37520	25,000.00
Woodbridge Mortgage Investment Fund 2, LLC	xxxxxxx3483	05/16/17	37877	50,000.00
Woodbridge Mortgage Investment Fund 2, LLC	xxxxxxx3483	05/16/17	37878	80,000.00

Account Holder	Account Number	Issue date	Check Number	Amount (\$)
Woodbridge Mortgage Investment Fund 2, LLC	xxxxxxx3483	05/17/17	37879	112,000.00
Woodbridge Mortgage Investment Fund 2, LLC	xxxxxxx3483	05/17/17	37880	25,000.00
Woodbridge Mortgage Investment Fund 2, LLC	xxxxxxx3483	05/17/17	37882	100,000.00
Woodbridge Mortgage Investment Fund 2, LLC	xxxxxxx3483	05/17/17	37881	70,000.00
Woodbridge Mortgage Investment Fund 2, LLC	xxxxxxx3483	05/19/17	37888	100,000.00
Woodbridge Mortgage Investment Fund 2, LLC	xxxxxxx3483	06/02/17	37899	39,891.56
Woodbridge Mortgage Investment Fund 2, LLC	xxxxxxx3483	06/01/17	37895	30,000.00
Woodbridge Mortgage Investment Fund 2, LLC	xxxxxxx3483	06/02/17	37901	25,000.00
Woodbridge Mortgage Investment Fund 2, LLC	xxxxxxx3483	05/19/17	37885	30,000.00
Woodbridge Mortgage Investment Fund 2, LLC	xxxxxxx3483	08/16/17	37893	30,000.00
Woodbridge Mortgage Investment Fund 2, LLC	xxxxxxx3483	05/17/17	31991	20,000.00
Woodbridge Mortgage Investment Fund 2, LLC	xxxxxxx3483	05/17/17	37883	64,000.00
Woodbridge Mortgage Investment Fund 3, LLC	xxxxxxx2992	09/26/16	44801	100,000.00
Woodbridge Mortgage Investment Fund 3A, LLC	xxxxxxx7897	06/13/17	23278	25,000.00
Woodbridge Mortgage Investment Fund 3A, LLC	xxxxxxx7897	01/17/17	16664	25,000.00