

**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)

Ref. Docket No. 1681, 1757

**THIRD OMNIBUS ORDER, PURSUANT TO SECTIONS 105(a), 365(a), AND 554(a) OF  
THE BANKRUPTCY CODE, AUTHORIZING THE DEBTORS TO REJECT CERTAIN  
EXECUTORY CONTRACTS AND UNEXPIRED LEASES OF NON-RESIDENTIAL  
REAL PROPERTY, NUNC PRO TUNC TO THE REJECTION DATE**

Upon the Debtors' Third Omnibus Motion for Entry of an Order, Pursuant to Sections 105(a), 365(a), and 554(a) of the Bankruptcy Code, Authorizing the Debtors to Reject Certain Executory Contracts and Unexpired Leases of Non-Residential Real Property, Nunc Pro Tunc to the Rejection Date (the "Motion");<sup>2</sup> and this Court having found that it has jurisdiction to consider the Motion and the relief requested therein 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, dated February 29, 2012; and this Court having found that venue of these cases and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that this matter is a core proceeding pursuant to 28 U.S.C. § 157(b); and this Court having determined that it may enter a final order consistent with Article III of the United States

---

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

<sup>2</sup> Capitalized terms used but not otherwise defined herein shall have the meaning ascribed to them in the Motion.

Constitution; and it appearing that notice of the Motion has been given as set forth in the Motion and that such notice is adequate and no other or further notice need be given; and this Court having found and determined that the relief sought in the Motion is in the best interest of the Debtors, their estates, their creditors, and all other parties in interest; and that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor,

**IT IS HEREBY ORDERED THAT:**

1. The Motion is GRANTED as set forth herein.
2. Pursuant to sections 105(a) and 365(a) of the Bankruptcy Code and Bankruptcy Rule 6006, the Rejected Contracts and Leases are hereby rejected by the Debtors, with such rejection being effective as of the Rejection Date.
3. Pursuant to sections 105(a) and 554(a) of the Bankruptcy Code and Bankruptcy Rule 6007, any Personal Property remaining, as of the Rejection Date, on any of the Premises is hereby abandoned by the Debtors, with such abandonment being free and clear of all liens, claims, encumbrances, and interests, and effective as of the Rejection Date.
4. If the Debtors have deposited monies with a Counterparty to a Rejected Lease set forth on Schedule 1 hereto as a security deposit or other arrangement, such Counterparty may not setoff or recoup or otherwise use such deposit without the prior authority of this Court.
5. Any person or entity that holds a claim that arises from the Rejected Contracts or the Rejected Leases must file a proof of claim based on such rejection by the later of: (i) June 19, 2018, at 5:00 p.m. (ET), which is the last date and time for each person or entity to file proofs of claim based on prepetition claims against any of the Debtors as set by an order of this Court or (ii) 30 days after the service of this Order.

6. Nothing in this Order shall impair, prejudice, waive, or otherwise affect any rights of the Debtors or their estates to contest any claims for damages arising from the Debtors' rejection of the Rejected Contracts and Leases, to assert that any claims for damages arising from the Debtors' rejection of the Rejected Contracts and Leases are limited to any remedies available under any applicable termination provisions of such Rejected Contracts and Leases, or that any such claims are obligations of a third party, and not those of the Debtors or their estates.

7. The Debtors are authorized to execute and deliver all instruments and documents, and take such other actions as may be necessary or appropriate, to implement and effectuate the relief granted by this Order.

8. The rights of the Debtors and their estates to assert that the Rejected Contracts and Leases rejected hereby expired by their own terms or were terminated prior to the date hereof are fully preserved, and the Debtors and their estates do not waive any claims that they may have against the Counterparties, whether or not such claims arise under, are related to the rejection of, or are independent of the Rejected Contracts and Leases.

9. This Order is immediately effective and enforceable, notwithstanding the possible applicability of Bankruptcy Rule 6004(h) or otherwise.

10. The requirements in Bankruptcy Rule 6006 and 6007 are satisfied.

11. This Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation of this Order.

Dated: May 15, 2018  
Wilmington, Delaware

  
\_\_\_\_\_  
KEVIN J. CAREY  
UNITED STATES BANKRUPTCY JUDGE

**SCHEDULE 1**

**Rejected Contracts and Leases**



Counterparty	Counterparty Address	Address of Leased Premises or Contract Description	Effective Date of Proposed Rejection
Comcast	P.O. Box 37601 Philadelphia, PA 19101-0601	Internet Services for 207 Mockingbird Lane, Suite 402, Johnson City, Tennessee 37604 Account Number: 932762473	April 30, 2018
Kayline, LLC	58 Hartford Turnpike Tolland, Connecticut 06084	Lease for 54 Hartford Turnpike, Tolland, CT 06084 <sup>1</sup>	April 30, 2018
Brown Cow Properties	22 Center Street, Side Suite Freehold, New Jersey 07728	Lease for 22 Center Street, Freehold, New Jersey 07728 <sup>2</sup>	April 30, 2018
SMP LLC	1093 Broxton Avenue, Suite 246 Los Angeles, California 90024	Lease for 14225 Ventura Boulevard, Suite 200, Sherman Oaks, California 91423	April 30, 2018 <sup>3</sup>
SMP LLC	1093 Broxton Avenue, Suite 246 Los Angeles, California 90024	Lease for 14225 Ventura Boulevard, Suite 201, Sherman Oaks, California 91423	April 30, 2018 <sup>4</sup>
SMP LLC	1093 Broxton Avenue, Suite 246 Los Angeles, California 90024	Lease for 14225 Ventura Boulevard, Suite 204, Sherman Oaks, California 91423	April 30, 2018 <sup>5</sup>
TPx Communications	515 South Flower Street 45th Floor Los Angeles, California 90071	Internet Services for 54 Hartford Turnpike, Tolland, CT 06084 Account Number: 328276-033017	April 30, 2018

<sup>1</sup> Upon information and belief, the Debtors had been occupying these Premises under a month-to-month lease. Prior to filing of the Motion, the Debtors surrendered these Premises and the landlord has notified the Debtors that it has accepted the Debtors' surrender. Nonetheless, the Debtors seek to reject this Lease out of an abundance of caution.

<sup>2</sup> Upon information and belief, the Debtors have been occupying these Premises under a month-to-month lease. However, the Debtors seek to reject this Lease out of an abundance of caution. A Debtor employee is the sole owner of the Counterparty for this Rejected Lease.

<sup>3</sup> Upon information and belief, Direct Insurance Source, LLC ("Direct Insurance") is the tenant at these Premises and the party obligated under this Lease. The President of Direct Insurance is employed by the Debtors as Risk Manager. The Debtors are not otherwise affiliated with Direct Insurance in any manner. Nonetheless, the Debtors seek to reject this Lease out of an abundance of caution.

<sup>4</sup> See *supra* note 3.

<sup>5</sup> See *supra* note 3.