IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

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

MOTION TO REVOKE PRO HAC VICE ADMISSION OF JOSEPH SARACHEK

The Official Committee of Unsecured Creditors (the "Committee") appointed in the above-captioned chapter 11 cases (collectively, the "Cases") of Woodbridge Group of Companies, LLC, *et al*. (collectively, the "Debtors"), hereby submits its *Motion to Revoke Pro Hac Vice Admission of Joseph Sarachek* (the "Motion"), and in support thereof respectfully states as follows:

PRELIMINARY STATEMENT

1. Joseph Sarachek is an attorney admitted to practice in the State of New York. Earlier this year, the Committee raised substantial questions concerning the manner by which Mr. Sarachek solicited potential clients in these Cases. Those concerns were subsequently addressed in a stipulation, so-ordered by this Court, which conditioned Mr. Sarachek's *pro hac vice* admission on, among other things, his compliance with applicable ethical rules of professional responsibility. [D.I. 1893].

2. Regrettably, Mr. Sarachek appears to have violated those ethical rules by representing clients with substantial and irreconcilable conflicts and failing to obtain their

[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 14225 Ventura Boulevard #100, Sherman Oaks, California 91423. The 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 noticing and claims agent at www.gardencitygroup.com/cases/WGC.

informed consent to those conflicting representations. Specifically, Mr. Sarachek and The Sarachek Law Firm represent clients that fall into five distinct groups, all of which have not only different but also conflicting interests:

- Unitholders (who hold unsecured investments, the "Unitholder Clients");
- Investors in "Mezz Co" notes (investments that were never purported to be secured by real property, the "MezzCo Clients");
- Noteholders with purported security interests in properties that the Debtors never owned (the "Non-Property Clients");
- Noteholders with purported security interests in properties located outside of California (and who therefore cannot benefit from certain California laws that Mr. Sarachek contends apply, the "Non-California Clients"); and
- Noteholders with purported security interests in specific properties located in California (the "Purportedly Secured Clients").

3. The legal and economic interests of these disparate creditors are divergent, conflicting and irreconcilable. If Mr. Sarachek successfully pursues claims on behalf of one group of his clients, he will necessarily harm other of his clients because the distribution of the Debtors' assets is a "zero sum game." As described in more detail below, Mr. Sarachek has violated the ethical rules because he failed to adequately disclose these conflicts and his clients did not, and could not, provide their "informed consent" to waive such conflicts.

4. The Debtors and the Committee have previously raised their concerns with Mr. Sarachek. Yet – despite acknowledging the conflicts – Mr. Sarachek has taken wholly inadequate steps to address them and his failure to act consistent with the rules governing professional responsibility harm not only his clients but also the Debtors' estates as well.

5. Accordingly, the Court should grant the Motion and revoke Mr. Sarachek's *pro hac vice* admission.

JURISDICTION AND VENUE

6. This Court has jurisdiction over this Motion 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 as of February 29, 2012. This matter is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2).

7. 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 Committee consents to the entry of a final judgment or order with respect to the Motion if it is determined that the Court, absent consent of the parties, cannot enter final orders or judgments consistent with Article III of the United States Constitution.

8. Venue of this proceeding and this Motion is proper in this District pursuant to 28 U.S.C. §§ 1408 and 1409.

9. The bases for the relief requested herein are section 105 of title 11 of the United States Code (the "Bankruptcy Code"), Rule 9014 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), Rules 9010-1 and 9013-1 of the Local Rules, and the Model Rules of Professional Conduct of the American Bar Association, which are incorporated by reference in Local Rule 9010-1(f).

STATEMENT OF FACTS

A. Background

10. Beginning on December 4, 2017, and on various dates thereafter (collectively, the "Petition Dates"), each of the Debtors commenced a case by filing a voluntary petition for relief under chapter 11 of the Bankruptcy Code.

11. The Debtors are operating their businesses and managing their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. These

cases are being jointly administered for procedural purposes pursuant to Rule 1015(b) of the Bankruptcy Rules. No trustee or examiner has been appointed in these Cases.

12. On December 14, 2017, the Office of United States Trustee appointed the Committee. Separate and independent committees representing the interests of the Debtors' Noteholders and Unitholders were created pursuant to an Order, dated January 23, 2018 [D.I. 357].

B. The Prior Stipulation

13. On March 28, 2018, Mr. Sarachek filed his *Motion and Order for Admission Pro Hac Vice* (the "*Pro Hac Vice* Motion"), a copy of which is annexed hereto as Exhibit A. [D.I. 851].[2] In the *Pro Hac Vice* Motion, Mr. Sarachek certified, among other things, that he was "generally familiar with this Court's Local Rules." *Id*.

14. The *Pro Hac Vice* Motion was filed after the Committee expressed considerable concerns regarding the manner by which Mr. Sarachek had solicited clients in these Cases.[3] Among other things, the "Committee's counsel [] alleged that Sarachek and others working on his behalf solicited noteholders of the Woodbridge estates in an effort to establish attorney-client relationships (the "Solicitations") and represent them on a contingency fee basis in establishing the seniority of their claims." *Stipulation Resolving Pro Hac Vice Admission of*

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[2] Prior to making the *Pro Hac Vice* Motion, Mr. Sarachek filed approximately forty one (41) Notices of Appearance. *See* D.I. 505, 519-522, 537-539, 549-555, 585-610. He also filed an objection on behalf of certain of his clients to the Debtors' motion for, among other things, debtor-in-possession financing (the "DIP Motion"). *See Objection of Betty Lu Dunne, Majorie and Steven Tandlich, Patricia S. and Kent A. Fletcher, Elizabeth Cruz, Leonard Simons, Robert Schattner, Lori and Lloyd Feldman to Debtors' Motions for Interim and Final Order (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 Auotmatic Stay; (III) Scheduling a Final Hearing Pursuant to Bankruptcy Rules 4001(B) and 4001(C); (IV) Granting Related Relief; (V) Authorizing Debtors to (A) Retain Development Specialists, Inc. ("DSI") As Their Restructuring Advisor, (B) Designate Bradley D. Sharp as Chief Restructuring Officer, (C) Utilize Additional DSI Personnel, and (D) Retain Frederick Chin as Chief Executive Officer*, filed on February 13, 2018, at D.I. 562.

[3] *See, e.g.*, Transcript from Hearing held on February 13, 2018 (page 18, line 18 through page 24, line 13), and filed on February 28, 2018, at D.I. 670; Transcript from Hearing held on March 8, 2018 (page 10, line 17 through page 12, line 6), filed on March 16, 2018, at D.I. 769.

Joseph Sarachek (the "*Pro Hac Vice* Stipulation"), attached as Exhibit 1 to *Order Approving Stipulation Resolving Pro Hac Vice Admission of Joseph Sarachek* (the "*Pro Hac Vice* Order"), filed on May 31, 2018, at D.I. 1893. Exhibit B.

15. Pursuant to the *Pro Hac Vice* Stipulation, Mr. Sarachek agreed to, among other things, "comply with all applicable rules of professional responsibility, including but not limited to, the New York Rules of Professional Conduct, the Delaware Lawyers' Rules of Professional Conduct, and the American Bar Association Model Rules of Professional Conduct (collectively, the "Ethical Rules")." Exhibit B ¶ 1.

C. The Adversary Proceeding

16. On March 27, 2018, Mr. Sarachek filed a certain *Complaint for Declaratory Judgment That Plaintiffs are Secured Creditors of the Debtors with a Valid, Perfected, First Priority Lien in Certain Real Property, and/or Proceeds From Sale of Certain Real Property* (the "Complaint") on behalf of approximately fifteen of his clients (the "La Rochelle Clients") [Adversary Proceeding 18-50371 ("Adv. Pro.") D.I. 1].[4]

17. On June 18, 2018, the Debtors moved to dismiss the Complaint. [Adv. Pro. D.I. 7-9]. In response, Mr. Sarachek filed a *First Amended Complaint for Declaratory Judgment That Plaintiffs are Secured Creditors of the Debtors with a Valid, Perfected, First Priority Lien in Certain Real Property, and/or Proceeds From Sale of Certain Real Property* (the "Amended Complaint") on July 17, 2018, at Adv. Pro. D.I. 12.

[4] Mr. Sarachek filed his initial *Verified Statement Pursuant to Rule 2019 of the Federal Rules of Bankruptcy Procedure of the Sarachek Law Firm* on February 13, 2018 (the "Rule 2019 Statement") in which he stated that he represented six (6) clients, all of whom were generally described as "Secured Noteholders." Rule 2019 Statement ¶ 2, Exhibit A. Mr. Sarachek did not amend the Rule 2019 Statement until June 5, 2018, when he stated that he represented two hundred forty four (244) clients. [D.I. 1942]. On August 21, 2018, Mr. Sarachek amended the Rule 2019 Statement again. [D.I. 2385]. Although the Rule 2019 Statement, as amended, generally identifies which of Mr. Sarachek's clients hold Notes and which hold Units, no distinction is made between MezzCo Clients, Non-Property Clients, and Purportedly Secured Clients nor is it possible to identify the particular properties in which the Purportedly Secured Clients have security interests. Consequently, the Rule 2019 Statement, as amended, sheds little light on the nature and extent of the conflicts among Mr. Sarachek's clients.

18. In their Amended Complaint, the La Rochelle Clients assert causes of action for: (1) a declaratory judgment that they have valid, perfected, and enforceable security interests in the real property known as "Owlwood;" (2) a declaratory judgment that they have valid, perfected, and enforceable security interests in the proceeds from any sale of Owlwood; (3) a constructive or equitable lien on Owlwood or the proceeds from any sale of Owlwood; and (4) violation of California's Elder Abuse and Dependent Adult Civil Protection Act (the "Elder Law").

19. Notably, the Owlwood estate, located at 141 South Carolwood Drive, Holmby Hills, California, is the Debtors' "crown jewel," with some estimates of value in excess of $100 million.

20. On August 14, 2018, the Debtors moved to dismiss the Amended Complaint. [Adv. Pro. D.I. 15-17]. The La Rochelle Clients filed their Opposition on September 4, 2017 [Adv. Pro. D.I. 21]. The Debtors filed their Reply on September 18, 2018 [Adv. Pro. D.I. 25]. Oral argument was held a week later, and the motion to dismiss remains *sub judice*.

D. Sarachek's Woefully Inadequate Disclosure

21. The fifteen (15) La Rochelle Clients constitute less than seven percent (7%) of the approximately 244 clients that Mr. Sarachek claims to represent in these Cases. Yet, if the La Rochelle Clients succeed on any of the claims asserted in the Amended Complaint, the assets that they recover (whether in the form of the Owlwood property, the proceeds from the sale of the Owlwood property, or an unsecured claim for damages (including punitive damages) for violation of California's Elder Law) will no longer be available for distribution to the Debtors' creditors – including the other 93% of Mr. Sarachek's clients.

22. Based on Mr. Sarachek's retainer agreement, however, his clients could not know that his success on behalf of the La Rochelle Clients will be to the detriment of Mr. Sarachek's other clients. Mr. Sarachek has failed to adequately disclose the relevant circumstances concerning each of the obvious and substantial conflicts among his clients, including the material and foreseeable ways that the conflict could adversely affect the interests of each client. Upon information and belief, Mr. Sarachek has made solely the following disclosure to, and obtained the following waiver from, his clients:

> Other Clients. You acknowledge that we Represent, and may be retained by, other investors in the Woodbridge group of Companies, LLC cases(s) and that We intend to jointly litigate the claims of such other clients together with Your claims. You agree that any conflicts caused by such representation are waived.

Exhibit C (copy of Mr. Sarachek's form of retainer agreement).

23. This "disclosure" is plainly inadequate under the circumstances and, as discussed below, may in fact be materially misleading. *See infra* n.8.

ARGUMENT

A. A Current Conflict Of Interest Exists Among Mr. Sarachek's Clients

24. Local Rule 9010 provides, among other things, that attorneys practicing and in good standing in other jurisdictions "may be admitted *pro hac vice* in the discretion of the Court, such admission to be at the pleasure of the Court." Local Rule 9010-1(b).

25. The Local Rules also provide that "all attorneys admitted or authorized to practice before this Court, including attorneys admitted on motion or otherwise, shall also be governed by the Model Rules of Professional Conduct of the American Bar Association [the 'Model Rules'], as may be amended from time to time." Local Rule 9010-1(f). The Model Rules, like each of the Ethical Rules that Mr. Sarachek agreed to comply with in the *Pro Hac Vice* Stipulation [Exhibit B ¶ 1], has specific provisions governing conflicts of interest.

26. In particular, Rule 1.7 of each of the Ethical Rules provides that a current conflict of interest exists where "the representation of one client will be directly adverse to another client."[5]

27. Based on this definition, a current conflict of interest exists between and among Mr. Sarachek's five disparate and competing groups of clients. To illustrate, if the La Rochelle Clients (among the Purportedly Secured Clients) prevail on their claims for declaratory judgment or for the imposition of a constructive or equitable lien on Owlwood or any proceeds from the sale of Owlwood, then Mr. Sarachek's Unitholder Clients, MezzCo Clients, and Non-Property Clients will suffer because the assets recovered by the La Rochelle Clients will not be available for distribution to them. Similarly, if Mr. Sarachek's clients who reside in California prevail and recover on any of the Elder Law claims, then Mr. Sarachek's Non-California Clients will suffer.

28. Conflicts among Mr. Sarachek's clients are unavoidable. The Debtors' estate consists of a finite group of assets, all of which are being liquidated with the proceeds proposed to be distributed to the estates' stakeholders pursuant to that certain *First Amended Joint Chapter 11 Plan of Liquidation of Woodbridge Group of Companies, LLC and its Affiliated Debtors* (the "Plan") [D.I. 2397]. Simply put, if Mr. Sarachek succeeds on any claim, for any group of his clients, such success will be at the expense of his other clients.[6]

29. There can be no reasonable dispute that substantial and irreconcilable conflicts exist among the competing groups that constitute Mr. Sarachek's clients.

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[5] *See* Rule 1.7 of the Model Rules; Rule 1.7 of the Delaware Lawyers' Rules of Professional Conduct; and Rule 1.7 of the New York Rules of Professional Conduct.

[6] This is true not only because the Plan contemplates the distribution of finite assets but also because the distribution of those assets emanates from a Term Sheet that was agreed upon as of March 27, 2018, among the Debtors, the Committee and the Committees for the Unitholders and Noteholders (the "Term Sheet") [D.I. 828], and is the foundation of the Plan. D.I. 2398 at 59-60.

B. Mr. Sarachek Did Not Adequately Disclose The Conflicts And He Cannot Otherwise Overcome Them

30. Where – as here – conflicts exist among existing clients, attorneys are permitted to continue with the conflicting representations only in very limited circumstances. In particular, a lawyer with clients who have adverse interests may continue **only** if:

> (1) the lawyer reasonably believes that the lawyer will be able to provide competent and diligent representation to each affected client;
>
> (2) the representation is not prohibited by law;
>
> (3) the representation does not involve the assertion of a claim by one client against another client represented by the lawyer in the same litigation or other proceeding before a tribunal; and
>
> (4) each affected client gives informed consent, confirmed in writing.

Model Rule 1.7(b).

31. Given the irreconcilable conflicts, Mr. Sarachek cannot "reasonably believe [] that [he] will be able to provide competent and diligent representation to each affected client," as required. Moreover, Mr. Sarachek's representation effectively **does** "involve the assertion of a claim by one client against another client represented by the lawyer in the same litigation or other proceeding before a tribunal." While Mr. Sarachek's clients are not overtly litigating against each other, all of them are competing for the same limited pool of assets that will be available upon liquidation. Thus, if one group of stakeholders recovers property from the estates, that property necessarily becomes unavailable to all other creditors. These conflicts cannot be waived under the Ethical Rules.

32. Even if Mr. Sarachek could comply with Model Rule 1.7(b)(1) and (3) (and he cannot), Mr. Sarachek has not made adequate disclosure of the conflicts such that his clients have not provided their informed consent. The comments to the Model Rules make this clear:

> *Informed consent requires that each affected client be aware of the relevant circumstances and of the material and reasonably foreseeable ways that the conflict could have adverse effects on the interests of that client*. See Rule 1.0(e) (informed consent). The information required depends on the nature of the conflict and the nature of the risks involved. When representation of multiple clients in a single matter is undertaken, the information must include the implications of the common representation, including possible effects on loyalty, confidentiality and the attorney-client privilege and the advantages and risks involved.

Model Rule 1.7, comment 18 (emphasis added).

33. Here, Mr. Sarachek provided virtually no disclosure. Mr. Sarachek's form of retainer agreement provides only the following:

> Other Clients. You acknowledge that we Represent, and may be retained by, other investors in the Woodbridge group of Companies, LLC cases(s) and that We intend to jointly litigate the claims of such other clients together with Your claims. You agree that any conflicts caused by such representation are waived.

Exhibit C.

34. None of the "relevant circumstances" are disclosed. For example, Mr. Sarachek does not identify, let along describe, the different types of creditors he represents. Nor does he attempt to disclose the nature and extent of the conflicts. Moreover, Mr. Sarachek does not discuss or disclose the "implications of the common representation, including possible effects on loyalty, confidentiality and the attorney-client privilege and the advantages and risks involved." Model Rule 1.7, comment 18. Finally, Mr. Sarachek fails to inform his clients of the "material and foreseeable ways that the conflict could have adverse effects" on their interests.[7]

35. Mere recitation that there are unidentified "conflicts" does not make the client "fully aware of the nature of the conflict [enabling the client to] … understand[] the

[7] While the claims asserted in the Amended Complaint on behalf of the La Rochelle Clients are a matter of public record, Mr. Sarachek had an affirmative ethical obligation to inform his clients of the adverse impact they would face if the La Rochelle Clients prevail, something he apparently failed to do.

potential threat to the protection of his interests." *In re Taylor*, 567 F.2d 1183, 1191 (2d Cir. 1977) (also holding that "it is the court's duty to ensure … that such a client knowingly and intelligently wishes to proceed with joint representation.").

36. In sum, (a) Mr. Sarachek cannot credibly claim that he can provide "competent and diligent representation to each" of his affected clients; (b) Mr. Sarachek's representations involve competing claims to the same assets in the same proceeding, a chapter 11 liquidation; (c) Mr. Sarachek did not mention, let alone discuss, the implications of the common representations; and (d) none of the affected clients could have provided their informed consent given the lack of disclosure by Mr. Sarachek.

37. There is no cure for these irreconcilable conflicts.[8]

C. Mr. Sarachek's Relentless Pursuit of Claims For His Own Benefit Is Harming The Estates

38. Mr. Sarachek's insistence on continuing with his conflicted representations is harming the Debtors' estates in meaningful ways.

39. For example, in transparent attempts to "create leverage," Mr. Sarachek (and only Mr. Sarachek) has pursued dubious strategies such as opposing the Debtors' DIP Motion [D.I. 562]; opposing the Debtors' motion to extend exclusivity [D.I. 2266]; and bringing the claims in the Amended Complaint. [Adv. Pro. D.I. 1].

40. The Committee expects Mr. Sarachek to object to confirmation of the Plan, once again pitting his clients against each other and further harming the estates.

[8] In fact, the provision in Mr. Sarachek's form of retainer agreement appears to be misleading insofar as it states that The Sarachek Law Firm will "**jointly litigate** the claims of such other clients together with Your claims." Exhibit C (emphasis added). The Amended Complaint, filed on behalf of the fifteen La Rochelle Clients, is proof that The Sarachek Law Firm is not "jointly litigating" the claims of all of Mr. Sarachek's clients. Indeed, Mr. Sarachek could never "jointly litigate" the claims of all of his clients because some, perhaps most, have claims that could never be secured (*e.g.*, Unitholder Clients, MezzCo Clients, Non-Property Clients, and, potentially, Non-California Clients).

41. All of these "strategies" are fruitless, have caused the estates to incur substantial expenses (further diminishing his clients' and all creditors' recoveries), and have the potential to confuse investors and stakeholders. Having failed to convince Mr. Sarachek to address the Committee's concerns, the Committee is left with no choice other than to bring this Motion.

CONCLUSION

For the foregoing reasons, the Committee respectfully requests that the Court enter an order granting the Motion and revoking the *pro hac vice* admission of Joseph Sarachek.

Dated: October 3, 2018

PACHULSKI STANG ZIEHL & JONES LLP

/s/ Bradford J. Sandler

Richard M. Pachulski (CA Bar No. 90073)
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Counsel for the Official Committee of Unsecured Creditors

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re: WOODBRIDGE GROUP OF COMPANIES, LLC, *et al.*,[1] Debtors.	Chapter 11 Case No. 17-12560 (KJC) (Jointly Administered) **Objection Deadline: October 17, 2018 at 4:00 p.m. (ET)** **Hearing Date: October 24, 2018 at 10:00 a.m. (ET)**

NOTICE OF MOTION

PLEASE TAKE NOTICE that on October 3, 2018, the Official Committee of Unsecured Creditors filed the *Motion to Revoke Pro Hac Vice Admission of Joseph Sarachek* (the "Motion") with the United States Bankruptcy Court for the District of Delaware, 824 Market Street, Wilmington, Delaware 19801 (the "Bankruptcy Court"). A copy of the Motion is attached hereto.

PLEASE TAKE FURTHER NOTICE that any response or objection to the entry of an order with respect to the relief sought in the Motion must be filed with the Bankruptcy Court on or before **October 17, 2018 at 4:00 p.m. prevailing Eastern Time** (the "Objection Deadline").

PLEASE TAKE FURTHER NOTICE that at the same time, you must also serve a copy of the response or objection upon the undersigned counsel on or prior to the Objection Deadline.

IF NO OBJECTIONS ARE TIMELY FILED AND SERVED IN ACCORDANCE WITH THIS NOTICE, THE BANKRUPTCY COURT MAY GRANT THE RELIEF REQUESTED BY THE MOTION WITHOUT FURTHER NOTICE OR HEARING.

[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.

PLEASE TAKE FURTHER NOTICE THAT A HEARING TO CONSIDER THE RELIEF SOUGHT IN THE MOTION WILL BE HELD BEFORE THE HONORABLE KEVIN J. CAREY, UNITED STATES BANKRUPTCY JUDGE, AT THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE, 824 MARKET STREET, 5TH FLOOR, COURTROOM #5, WILMINGTON, DELAWARE 19801 ON **OCTOBER 24, 2018 AT 10:00 A.M.**

Dated: October 3, 2018

PACHULSKI STANG ZIEHL & JONES LLP

/s/ Colin R. Robinson

Richard M. Pachulski (CA Bar No. 90073)
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Counsel for the Official Committee of Unsecured Creditors

EXHIBIT A

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

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

MOTION AND ORDER FOR ADMISSION *PRO HAC VICE*

Pursuant to Local Rule 9010-1 and the attached certification, counsel moves the admission *pro hac vice* of Joseph E. Sarachek, Esq. to represent the La Rochelle, et al. Noteholders in this action.

Dated: March 28, 2018

THE ROSNER LAW GROUP LLC

/s/ Jason A. Gibson
Jason A. Gibson (DE #6091)
824 N. Market Street, Suite 810
Wilmington, DE 19801
Telephone: (302) 777-1111
Email: gibson@teamrosner.com

CERTIFICATION BY COUNSEL TO BE ADMITTED *PRO HAC VICE*

Pursuant to Local Rule 9010-1, I certify that I am eligible for admission to this Court, am admitted, practicing and in good standing as a member of the Bar of the State of New York and submit to the disciplinary jurisdiction of this Court for any alleged misconduct which occurs in the preparation or course of this action. I also certify that I am generally familiar with this Court's Local Rules and with the Standing Order for District Court Fund revised 8/31/16. I further certify that the annual fee of $25.00 has been paid to the Clerk of Court for the District Court.

Dated: March 28, 2018

By: */s/ Joseph E. Sarachek*
Joseph E. Sarachek (NY Bar No. 2163228)
101 Park Avenue, Suite 2701
New York, NY. 10178
Telephone: 212 365-8792
Email: joe@saracheklawfirm.com

ORDER GRANTING MOTION

IT IS HEREBY ORDERED that counsel's motion for admission *pro hac vice* is granted.

EXHIBIT B

UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re: WOODBRIDGE GROUP OF COMPANIES, LLC, *et al.*, Debtors.[1]	Chapter 11 Case No. 17-12560 (KJC) Jointly Administered **Ref. Docket No.** 1891

ORDER APPROVING STIPULATION RESOLVING
PRO HAC VICE ADMISSION OF JOSEPH SARACHEK

Upon consideration of the *Stipulation Resolving Pro Hac Vice Admission of Joseph Sarachek* (the "Stipulation"), a copy of which is attached to this Order as Exhibit 1, by and between the Official Committee of Unsecured Creditors appointed in the above-captioned cases (the "Committee") and Joseph Sarachek (together with the Committee, the "Parties"); and which the Stipulation is entered and agreed to by the Parties; the Court having determined that (i) the Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334; (ii) venue is proper in this district pursuant to 28 U.S.C. § 1409, (iii) this is a core proceeding pursuant to 28 U.S.C. § 157(b) and (iv) notice was sufficient under the circumstances; and after the hearing held before the Court on May 1, 2018, and after due deliberation, the Court, having determined that good and adequate cause exists for approval of the Stipulation;

IT IS HEREBY ORDERED THAT:

1. The Stipulation is APPROVED.
2. The Order shall be effective immediately upon its entry.

[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 14225 Ventura Boulevard #100, Sherman Oaks, California 91423. The 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 noticing and claims agent at www.gardencitygroup.com/cases/WGC.

3. The Court shall retain jurisdiction over any and all matters arising from or related to the implementation or interpretation of the Stipulation or this Order, including, but not limited to, Sarachek's proposed client fee arrangements.

Dated: Wilmington, Delaware
May 31, 2018

THE HONORABLE KEVIN J. CAREY
UNITED STATES BANKRUPTCY JUDGE

Exhibit 1 to Order

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

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

STIPULATION RESOLVING
PRO HAC VICE ADMISSION OF JOSEPH SARACHEK

The Official Committee of Unsecured Creditors (the "Committee") appointed in the above-captioned cases and Joseph Sarachek ("Sarachek" and together with the Committee, the "Parties") hereby enter this Stipulation (the "Stipulation"), subject to the Court's approval, and agree as follows:

WHEREAS, on December 4, 2017, the above-captioned debtors and debtors in possession (collectively, the "Debtors") commenced voluntary cases (collectively, the "Cases") under chapter 11 of the United States Bankruptcy Code (the "Bankruptcy Code"); and

WHEREAS, on January 23, 2018, the Court entered an Order [Dkt. No. 357] (the "Governance Order") resolving, among other things, two separate motions for the appointment of a chapter 11 trustee, and motions for the appointment of official committees to represent the Unitholders and the Noteholders (collectively, the "Motions"); and

[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 14225 Ventura Boulevard #100, 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.gardencity.group.com/cases/WGC, or by contacting the proposed undersigned counsel for the Debtors.

WHEREAS, in the Governance Order, the Court approved a certain term sheet (the "Term Sheet") that resolved the Motions and that was the product of arms' length negotiations among the Debtors, the Committee, the United States Securities and Exchange Commission, and counsel for certain Noteholders and Unitholders; and

WHEREAS, the Term Sheet provided, among other things, for the formation of what are now known as the Ad Hoc Secured Noteholder Committee ("Noteholder Committee") and the Ad Hoc Unitholders' Committee ("Unitholders' Committee"); and

WHEREAS, the Noteholder Committee is charged with the responsibility for "litigating and/or negotiating any aspects of Noteholder treatment in these cases, focused primarily on whether Noteholders are secured, whether if secured the Noteholders are better off with substantive consolidation of the estates or not, and traditional secured creditor protections such as adequate protections for the Noteholders . . ." (Term Sheet ¶ 12); and

WHEREAS, the Term Sheet also provided, among other things, that the Secured Noteholder Committee and the Unitholders' Committee (a) "shall [] be considered fiduciaries of the Unitholders/Noteholders which such Ad Hoc Group and its members represent;" (b) are deemed parties in interest under section 1109 of the Bankruptcy Code, and (c) were given explicit rights and responsibilities, including the obligation to provide information to, and solicit and receive comments from, the constituents they represent (Term Sheet ¶ 13); and

WHEREAS, the Noteholder Committee and the Unitholders' Committee were each provided with substantial budgets to be funded by the Debtors' estates at no direct cost to any Noteholder or Unitholder (Term Sheet ¶¶ 11, 12); and

WHEREAS, on March 22, 2018, the Debtors, the Official Committee, the Noteholder Committee and the Unitholders' Committee after several days of mediation entered into a global

settlement that was memorialized in a Plan Term Sheet that was filed on March 27, 2018, at Docket No. 828, and can be accessed at: https://bit.ly/2H7hZjr. Subject to certain qualifications, the Official Committee believes that under the Plan Term Sheet the Noteholders will receive a recovery of approximately 62% to 76%. A statement filed by the Official Committee, which is incorporated herein, can be accessed at https://bit.ly/2GKMEVF.

WHEREAS, Sarachek is an attorney admitted to practice in the State of New York and practices law representing clients under The Sarachek Law Firm; and

WHEREAS, prior and after the Governance Order was entered, the Committee's counsel has alleged that Sarachek and others working on his behalf solicited noteholders of the Woodbridge estates in an effort to establish attorney-client relationships (the "Solicitations") and represent them on a contingency fee basis in establishing the seniority of their claims; and

WHEREAS, disputes have arisen between the Parties concerning certain aspects of the manner and content of the Solicitations and the terms upon which Sarachek will be compensated; and

WHEREAS, the Parties desire to resolve their disputes concerning the Solicitations pursuant to the terms set forth below,

NOW, WHEREFORE, in exchange for the promises and stipulations set forth herein, the Parties agree as follows:

1. If Sarachek engages in any future Solicitations, he shall comply with all applicable rules of professional responsibility, including but not limited to, the New York Rules of Professional Conduct, the Delaware Lawyers' Rules of Professional Conduct, and the American Bar Association Model Rules of Professional Conduct (collectively, the "Ethical Rules"). In that regard and without limiting the obligation to comply with all of the Ethical

Rules to which Sarachek expressly agrees, Sarachek shall, among other things, clearly state "ATTORNEY ADVERTISING" on all written Solicitations.

2. Sarachek shall not use or rely on any current or former sales agent or broker of any of Woodbridge's "products" (collectively, the "Brokers") as an instrumentality for any future Solicitations; however, nothing herein shall stop these Brokers from recommending Sarachek's services if they do so not at the request, direction or encouragement of Sarachek or his agents. In that regard, Sarachek shall not share fees with, or otherwise compensate, any Broker in connection with any Solicitation or Sarachek's efforts in these Cases.

3. Within five (5) days of the Court's approval of this Stipulation, Sarachek shall send a letter ("Clarification Letter") in the form attached hereto as **Exhibit "A"** *via* email or U.S. post to each of his existing clients who retained him in connection with the Cases that includes the following:

- A disclosure that the Noteholder Committee (a) exists and has retained counsel and a financial advisor; (b) has fiduciary obligations to act on behalf of all Noteholders, including trying to make them secured (notwithstanding the position of the Debtors and the Committee that they are unsecured); and (c) is funded with a $2.2 million budget to be paid for exclusively from the Debtors' estates, which funds ultimately come from creditor recoveries (and that no individual noteholder will be directly charged anything for the costs and expenses of the Noteholder Committee or their professionals).
- Provide contact information to the Official Committee's, Noteholder Committee's and Unitholders' Committee's respective counsel.
- A disclosure that a global settlement has been reached in these cases among the Debtors, the Committee, the Noteholder Committee and the Unitholders' Committee, which those groups believe resolves all issues between and among them, including the issue whether the Noteholders are secured creditors. The global settlement has been memorialized in a plan term sheet (the "Plan Term Sheet"). The Plan Term Sheet can be accessed at: https://bit.ly/2H7hZjr, and a statement by the Official Committee in support of the Plan Term Sheet can be accessed at https://bit.ly/2GKMBVF, which statement provides that the Official Committee believes that Noteholders will receive a recovery in the range of 62% to 76%, subject to certain qualifications.

- The contingent fee due to Sarachek under his engagement letter for bankruptcy related services shall be based on: the agreement as has been negotiated between the Committee and Sarachek. Any fee dispute between Sarachek and any client relating to this case shall be determined by the Bankruptcy Court.
- A disclosure that Sarachek believes that all Noteholders should not be treated the same because differences exist based on, among other factors, the value of the collateral, the jurisdiction of the property, the underlying security documents and perfection issues and he has filed an adversary proceeding seeking to enforce the perfection and security of certain Noteholders interests.
- As set forth in Sarachek's engagement letter and under the New York Rules of Professional Conduct, if any client wishes to terminate their engagement agreement, they may do so without cost, expense or penalty, and Sarachek shall return all documents and information he received from the withdrawing client to the withdrawing client at no charge to the withdrawing client within ten (10) business days of the client actually receiving the letter in Exhibit "A."

4. Within ten (10) days of this Stipulation, Sarachek shall file a certification with this Court that he has complied with this Stipulation, which certification shall include a copy of each letter he sent.

5. Sarachek represents and warrants that he has not directed any Solicitations to any Unitholders, and that he does not represent any Unitholders (except to the extent these clients also hold Notes).

6. Within five (5) days of the date of this Stipulation, Sarachek shall file an amended statement in full and complete compliance with Federal Rule of Bankruptcy Procedure 2019, including, without limitation, disclosing the name of each creditor or equity security holder at whose request the employment was arranged.

7. Based upon the representations and agreements set forth herein, the Debtor and Committees consent to Sarachek's motion to be admitted pro hac vice to this Court, provided, however, that the Parties acknowledge that only the Court has the power to decide whether to admit an attorney pro hac vice.

8. Nothing herein shall constitute, or be deemed to be, an admission that Sarachek has engaged in any wrongdoing or is liable for any of the conduct described herein.

9. To the extent permitted by the Ethical Rules, nothing herein shall limit the right of the Committee's, Noteholders Committee's or Unitholders Committee's counsel from contacting any member of its constituency, whether or not represented by Sarachek, and communicating the status of these cases, including, without limitation, providing estimates of recoveries.

Dated: April 25, 2018

PACHULSKI STANG ZIEHL & JONES LLP

Richard M. Pachulski (CA Bar No. 90073)
James I. Stang (CA Bar No. 94435)
Jeffrey N. Pomerantz (CA Bar No. 143717)
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crobinson@pszjlaw.com

Counsel for the Official Committee of Unsecured Creditors

Dated: April 24, 2018

THE SARACHEK LAW FIRM

Joseph E. Sarachek (NY Bar No. 2163228)
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New York, NY 10178
Telephone: (212) 365-8792
Facsimile: (646) 861-4950
Email: joe@saracheklawfirm.com

Counsel for Lise La Rochelle and various Noteholders

EXHIBIT "A"

ON SARACHEK LAW FIRM LETTERHEAD

TO OUR CLIENTS:

As many of you are aware, on or about February 9, 2018, a dispute arose between my law firm and the Official Committee of Unsecured Creditors of the Woodbridge Companies (the "Official Committee") with respect to, among other things, whether my solicitation of clients, including you, complied with applicable ethical rules. In an effort to resolve this issue consensually with the Official Committee, I am required to inform you of the following:

- A Noteholder Committee (a) exists and has retained counsel and a financial advisor; (b) has fiduciary obligations to act on behalf of all Noteholders, including trying to make them secured (notwithstanding the position of the Debtors and the Committee that they are unsecured); and (c) is funded with a $2.2 million budget to be paid for exclusively from the Debtors' estates, which funds ultimately come from creditor recoveries (and no individual noteholder will be directly charged anything for the costs and expenses of the Noteholder Committee or their professionals).

- A global settlement has been reached in these cases among the Debtors, the Official Committee, the Noteholder Committee and the Unitholders' Committee, which those groups believe resolves all issues between and among them, including the issue whether the Noteholders are secured creditors. The global settlement has been memorialized in a plan term sheet (the "Plan Term Sheet") that can be found at https://bit.ly/2H7hZjr. The Official Committee has issued a statement in support of the Plan Term Sheet that can be accessed at https://bit.ly/2GKMEVF, which statement provides that the Official Committee believes that Noteholders will receive a recovery in the range of 62% to 76%, subject to certain qualifications.

- Intentionally omitted from this Exhibit is language negotiated between the Committee and Joseph E. Sarachek (that language will be added to actual client letters). Any fee dispute between client and Joseph E. Sarachek will be determined by the Bankruptcy Court administering the Woodbridge Cases.

- Notwithstanding the existence of the Noteholder Committee and the Plan Term Sheet, I believe that all Noteholders should not be treated the same because differences exist based on, among other factors, the value of the collateral, the jurisdiction of the property, the underlying security documents and perfection issues and we have filed an adversary proceeding seeking to enforce the perfection and security of certain Noteholders' interests. A copy of that proceeding can be found at 7-12560/840_12560.pdf.

- As set forth in my engagement letter with you and under the New York Rules of Professional Conduct, you may terminate my engagement agreement within ten (10) days of receiving this letter, without cost, expense or penalty. If you terminate, I will return all documents and information I have received from you at no charge

to you.

Further, I am required to provide you with the contact information to the Official Committee's, Noteholder Committee's and Unitholders' Committee's respective counsel, which appears below:

Counsel for the Official Committee of Unsecured Creditors:

Pachulski Stang Ziehl & Jones, LLP
Bradford J. Sandler, Esquire
919 North Market Street, 17th Floor
Wilmington, DE 19801
Telephone: 302-652-4100
bsandler@pszjlaw.com

Counsel for the Ad Hoc Noteholder Committee:

Drinker Biddle & Reath
Steven K. Kortanek, Esquire
222 Delaware Avenue, Suite 1410
Wilmington, DE 19801
Telephone: 302-467-4200
steven.kortanek@dbr.com

Counsel to the Official Ad Hoc Committee of Unitholders

Venable, LLP
Jeffrey S. Sabin, Esquire
1270 Avenue of the Americas
New York, NY 10020
Telephone: 212-307-5500
jssabin@venable.com

Should you have any questions regarding this letter, please do not hesitate to contact me or any of the Committees listed above.

Sincerely yours,

Joseph E. Sarachek

EXHIBIT C

The Sarachek Law Firm
101 Park Avenue, 27th Floor
New York, NY 10178
Telephone: (212) 808-7881

January 30, 2018

Dear _____ :

This letter states our understanding with respect to our legal representation of _____ and any of their related entities ("You" or "Your") in connection with claims ("Claims") arising from your direct or indirect investment(s) into the Woodbridge Group of Companies, LLC ("Woodbridge") as set forth on Exhibit A hereto, and more generally, through any partnerships, funds, banks, investment advisers, pension plans, retirement savings plans, through such entities' or institutions' affiliates, subsidiaries, and/or related entities.

If acceptable, please indicate Your agreement to these terms by signing below and in the space provided:

1. **Nature of Services**, You hereby engage Joseph E. Sarachek, Esq. and his affiliate firm currently or prospectively serving the Woodbridge Group of Companies, LLC Investors ("Supporting Law Firm," collectively "We," "Us" and in the adjective "Our"), on a contingent fee and expense basis, to represent You in connection with Your Claims for recovery of losses in the bankruptcy cases, receiverships, liquidation by Trustee, or other legal proceedings commenced or not yet commenced that result in court ordered judgements and/or settlements of any kind from actions undertaken on Your behalf by Joseph E. Sarachek, Esq. (Recovery").
2. **Fees and Expenses**, Except as provided in this section (section 2), We will not be entitled any fees or expense and cost reimbursements in connection with this agreement.

   A.) We shall advance all expenses including but not limited to any expenses related to depositions or any other legal proceedings. You are liable to pay at such time as you receive Recovery as per the following scale:

   - 25% contingency fee.

   We may be able to obtain reimbursement of costs and other expenses in addition to our contingency fees as part of any settlement or judgment and will use our best efforts to do so.

   B.) The sole contingent fee upon which We shall be compensated from the Recovery shall be in the amount based on your recovery awarded by a final order of a court of competent jurisdiction, in Federal or state court. In no event, will we seek compensation in excess of the contingency fee amounts indicated above plus reasonable expenses. "Reasonable Expenses" shall include but not be limited to costs of travel, telephone, copying, fax transmission, depositions, investigators, messengers, mediation expenses, computer research fees, court fees, expert fees, other consultation fees and paralegal expenses.

3. **Confidentiality,** We shall treat all communication with, and information provided by You, as confidential. We shall not disclose our representation of You hereunder except to the Bankruptcy Court or other investors with potential claims whom We represent or intend to represent or until such time as litigation or claim is commenced on Your behalf.
4. **Other Clients,** You acknowledge that we Represent, and may be retained by, other investors in the Woodbridge Group of Companies, LLC case(s) and that We intend to jointly litigate the claims of such other clients together with Your claims. You agree that any conflicts caused by such representation are waived.
5. **General Requirements,** You agree to cooperate in the prosecution of the Claims, including providing documents relating to Your Claims and attending any deposition and/or other legal proceedings, if necessary, and understand that Your Claim shall be treated as an individual matter, but any litigation commenced may be as a group action on behalf of all of our clients who are similarly situated and that thereunder you may have a fiduciary duty to putative Class.
6. **Attorney-Client Relationship,** This letter agreement establishes an attorney-client relationship between You and Us, Joseph E. Sarachek, Esq. and any affiliate(s) as Your legal representatives.
7. This agreement shall be governed by and interpreted in accordance with the laws of the State of New York without regard to its conflicts of laws doctrine. Any disputes will be settled through expedited mediation or arbitration which shall be held in New York, New York.
8. This Agreement may be executed in the counterparts, each of which shall be deemed an original but all of which when taken together shall constitute one and the same instrument. The Agreement may be delivered by executed facsimile, PDF, or electronic transmission, which shall be deemed an original.

We thank you for the opportunity to represent You in this matter and look forward to the prospect of a prompt and favorable resolution.

Respectfully,

Joseph E. Sarachek

Accepted by signature, scanned and emailed to:
sarachekesq@gmail.com or (646) 861-4950

By: _____ Date: _____, 2018

By: _____ Date: _____, 2018

EXHIBIT A (List of Claims)

Section 1210.1 of the Joint Rules of the Appellate Division (22 NYCRR § 1210.1) Statement of Client's Rights

Your attorney is providing you with this document to inform you of what you, as a client, are entitled to by law or by custom. To help prevent any misunderstanding between you and your attorney, please read this document carefully.

If you ever have any questions about these rights, or about the way your case is being handled, do not hesitate to ask your attorney. He or she should be readily available to represent your best interests and keep you informed about your case.

An attorney may not refuse to represent you on the basis of race, creed, color, sex, national origin or disability.

You are entitled to an attorney who will be capable of handling your case; show you courtesy and consideration at all times; represent you zealously; and preserve your confidences and secrets that are revealed in the course of the relationship.

You are entitled to a written retainer agreement that must set forth, in plain language, the nature of the relationship and the details of the fee arrangement. At your request (and before you sign the agreement) you are entitled to have your attorney clarify in writing any of its terms or include additional provisions.

You are entitled to fully understand the proposed rates and retainer fee before you sign a retainer agreement, as in any other contract.

You may refuse to enter into any fee arrangement that you find unsatisfactory.

Your attorney may not request a retainer fee that is non-refundable. That is, should you discharge your attorney, or should your attorney withdraw from the case, before the retainer is used up, he or she is entitled to be paid for the time spent on your case and any expenses, but must return the balance of the retainer to you.

You are entitled to know the approximate number of attorneys and other legal staff members who will be working on your case at any given time and what you will be charged for the services of each. You are entitled to know in advance how you will be asked to pay legal fees and expenses and how the retainer, if any, will be spent.

At your request, and after your attorney has had a reasonable opportunity to investigate your case, you are entitled to be given an estimate of the approximate future costs of your case.

You are entitled to receive a written itemized bill on a regular basis, at least every 60 days.

You are expected to review the itemized bills sent by counsel and to waive any objections or errors in a timely manner. Time spent in discussion or explanation of bills will not be charged to you.

You are expected to be truthful in all discussions with your attorney and to provide all relevant information and documentation to enable him or her to competently prepare your case.

You are entitled to be kept informed of the status of your case and to be provided with copies of documents prepared in your behalf or received from the court or your adversary.

You have the right to be present at court conferences unless a judge orders otherwise.

You are entitled to make the ultimate decision of the objectives to be pursued in your case and to make the final decision regarding the settlement of your case.

Your attorney's written retainer agreement must specify under what circumstances he or she may seek to withdraw as your attorney for non-payment of legal fees. Should your attorney seek to do so, or should you discharge your attorney for any reason, you have the right to obtain the release of your file. If an action is pending, the court may give your attorney a "charging lien," which entitles your attorney to payment for services already rendered out of the proceeds of your judgment. If no action is pending, and your withdrawing attorney retains possession of the file, the attorney must return it within 30 days of withdrawal, but may then commence proceedings against you to recover any unpaid fee.

You are under no legal obligation to sign a confession of judgment or promissory note or to agree to a lien or to a mortgage on your home to cover legal fees. Your attorney's written retainer agreement must specify if, and under what circumstances, such security may be requested. In no event may such security interest be obtained by your attorney without prior court approval and notice to your adversary. An attorney security interest in the marital residence cannot be foreclosed against you.

You are entitled to have your attorney's best efforts exerted on your behalf, but no particular results can be guaranteed.

If at any time you believe that your attorney has engaged in unethical conduct, you can report the matter to the Clerk of the Appellate Division of the Supreme Court which oversees lawyer discipline.

In the event of a fee dispute, you have the right to seek arbitration, the results of which are binding.

Your attorney will provide you with the necessary information regarding arbitration in event of a fee dispute, or upon your request.

RECEIPT OF STATEMENT OF CLIENT'S RIGHTS

ACKNOWLEDGED: Dated: _____

Name: _____

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

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

ORDER GRANTING MOTION TO REVOKE *PRO HAC VICE* ADMISSION OF JOSEPH SARACHEK

Upon the Motion[2] of the Official Committee of Unsecured Creditors of Woodbridge Group of Companies, LLC and it affiliated debtors (collectively, the "Debtors") for an order revoking the *pro hac vice* admission of Joseph Sarachek; and it appearing that the relief sought in the Motion and the entry of this Order is appropriate, reasonable, and in the best interest of the Debtors' estates; and no adverse interest being represented; and sufficient cause appearing therefor; and upon due deliberation given, it is hereby ORDERED that:

1. The Motion is GRANTED and APPROVED as set forth herein.

2. The *pro hac vice* admission of Joseph Sarachek is hereby revoked.

3. The terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

[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.

[2] Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Motion.

4. This Court shall retain jurisdiction with respect to all matters arising from or related to the implementation of this Order.

Dated: _____, 2018

_____
The Honorable Kevin J. Carey
United States Bankruptcy Judge

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

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

CERTIFICATE OF SERVICE

I, Colin R. Robinson, hereby certify that on the 3rd day of October, 2018, I caused a copy of the following to be served on the attached service list in the manner indicated.

Motion to Revoke *Pro Hac Vice* Admission of Joseph Sarachek

/s/ Colin R. Robinson
Colin R. Robinson (DE Bar No. 5524)

[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 14225 Ventura Boulevard #100, 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.

Woodbridge Group of Companies, LLC
First Class Service List
Case Number – 17-12560 (KJC)
Document No. 216918
01 – Interoffice
01 – Email Delivery
20 – Hand Delivery
93 – First Class Mail

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