

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

In re:

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

Debtors.

Chapter 11

Case No. 17-12560 (KJC)

(Jointly Administered)

Ref. Docket No. 103, 225

**ORDER AUTHORIZING THE RETENTION AND EMPLOYMENT
OF GARDEN CITY GROUP, LLC AS ADMINISTRATIVE ADVISOR FOR
THE DEBTORS AND DEBTORS IN POSSESSION PURSUANT TO
11 U.S.C. §§ 327(a) AND 330, NUNC PRO TUNC TO THE PETITION DATE**

Upon the application (the "Application")² of the above-captioned debtors and debtors in possession (collectively, the "Debtors") for entry of an order (this "Order") authorizing the Debtors to retain and employ Garden City Group, LLC ("GCG") as the Administrative Advisor pursuant to sections 327(a) and 330 of the Bankruptcy Code, Bankruptcy Rule 2014(a) and Local Rule 2014-1, pursuant to the terms of the Retention Agreement, *nunc pro tunc* to the Petition Date; and upon consideration of the Johnson Declaration; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference from the United States District Court for the District of Delaware*, dated February 29, 2012; and this matter being a core proceeding within the meaning of 28 U.S.C. § 157(b)(2); and the Court being able to issue a final order consistent with Article III of the United States

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, or by contacting the proposed undersigned counsel for the Debtors.

² Capitalized terms used but not otherwise defined herein shall have the meaning given to them in the Application.

Constitution; and venue of this proceeding and the Application in this district being proper pursuant to 28 U.S.C. §§ 1408 and 1409; and appropriate notice of and the opportunity for a hearing on the Application having been given; and the relief requested in the Application being in the best interests of the Debtors' estates, their creditors and other parties in interest; and the Court being satisfied that GCG does not hold or represent any entity having an interest adverse to the interests of the Debtors' estates or of any class of creditors or equity security holders and is a "disinterested person" as that term is defined in section 101(14) of the Bankruptcy Code; and the Court having determined that the legal and factual bases set forth in the Application establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED THAT:

1. The Debtors are authorized to retain and employ GCG as the Administrative Advisor in these chapter 11 cases, pursuant to the terms of the Retention Agreement, *nunc pro tunc* to the Petition Date.
2. GCG is authorized to take such other action to comply with all duties set forth in the Application and this Order.
3. For work performed in its capacity as Administrative Advisor, GCG shall apply to this Court for allowance of compensation and reimbursement of expenses incurred after the Petition Date in accordance with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and any orders entered in these chapter 11 cases regarding professional compensation and reimbursement of expenses.
4. Notwithstanding anything in the Retention Agreement to the contrary, GCG shall apply the balance of its prepetition retainer against its initial invoice(s) for post-petition services rendered under the Section 156(c) Order.

5. Notwithstanding anything to the contrary in the Retention Agreement, the Application, or the Johnson Declaration, the Debtors shall indemnify GCG under the terms of the Retention Agreement, subject to the following:

- (a) GCG shall not be entitled to indemnification, contribution or reimbursement pursuant to the Retention Agreement for services other than services provided under the Retention Agreement, unless such services and the indemnification, contribution, or reimbursement therefor are approved by the Court;
- (b) The Debtors shall have no obligation to indemnify GCG, or provide contribution or reimbursement to GCG, for any claim or expense that is either: (i) judicially determined (the determination having become final) to have arisen from GCG's gross negligence, willful misconduct, or fraud; (ii) for a contractual dispute in which the Debtors allege the breach of GCG's contractual obligations if the Court determines that indemnification, contribution, or reimbursement would not be permissible pursuant to *In re United Artists Theatre Co.*, 315 F.3d 217 (3d Cir. 2003), or (iii) settled prior to a judicial determination under (i) or (ii), but determined by this Court, after notice and a hearing, to be a claim or expense for which GCG should not receive indemnity, contribution, or reimbursement under the terms of the Retention Agreement as modified by this Order; and
- (c) If, before the earlier of (i) the entry of an order confirming a chapter 11 plan in these Chapter 11 Cases (that order having become a final order no longer subject to appeal), or (ii) the entry of an order closing these Chapter 11 Cases, GCG believes that it is entitled to the payment of any amounts by the Debtors on account of the indemnification, contribution and/or reimbursement obligations under the Retention Agreement (as modified by this Order), including without limitation the advancement of defense costs, GCG must file an application therefor in this Court, and the Debtors may not pay any such amounts to GCG before the entry of an order by this Court approving the payment. This paragraph is intended only to specify the period of time under which the Court shall have jurisdiction over any request for fees and expenses by GCG for indemnification, contribution, or reimbursement, and not to limit the duration of the Debtors' obligation to indemnify GCG. All parties in interest shall retain the right to object to any demand by GCG for indemnification, contribution, or reimbursement.

6. During the course of the Chapter 11 Cases, any limitation of liability provisions in the Retention Agreement shall be of no force and effect.

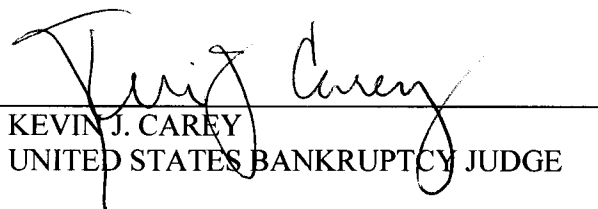
7. The Debtors and GCG are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Application.

8. To the extent there is any inconsistency between the terms of the Application, the Johnson Declaration, the Retention Agreement, and this Order, the terms of this Order shall govern.

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

10. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

Dated: Jan 10, 2018
Wilmington, Delaware



KEVIN J. CAREY
UNITED STATES BANKRUPTCY JUDGE