

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

In re

WOODBIDGE GROUP OF COMPANIES, LLC,
et al.,

Debtors.

Chapter 11

Case No. 17-12560-KJC

**JOINDER IN OBJECTION OF I-GRACE AND CONDITIONAL OBJECTION OF D & D
CONSTRUCTION SPECIALTIES, INC. TO ASSUMPTION AND OBJECTION TO
CURE AMOUNTS PROPOSED IN PLAN SUPPLEMENT TO DEBTOR'S FIRST
AMENDED JOINT CHAPTER 11 PLAN OF LIQUIDATION OF WOODBRIDGE
GROUP OF COMPANIES, LLC AND ITS AFFILIATED DEBTORS**

D & D Construction Specialties, Inc. ("D&D"), a party to an executory contract with a contractor in privity with one of the Debtors (Hornbeam Investments, LLC), hereby submits this conditional objection to assumption of a contract relating to a Debtor owned project and further objects to certain cure amounts set forth in the Plan Supplement [Docket no. 2657] to the Debtor's "FIRST AMENDED JOINT CHAPTER 11 PLAN OF LIQUIDATION OF WOODBRIDGE GROUP OF COMPANIES, LLC AND ITS AFFILIATED DEBTORS" [Docket no. 2398]("Plan").

I.

Background

D&D is a party to a contract with KG Mullen, Inc. dated September 18, 2017, as approved by I-Grace Company, a general contractor and party to an executory contract that Debtors propose to assume under the Plan. D&D continues to be owed \$75,542.50 for services rendered to a project located at 1484 Carla Ridge, Beverly Hills, California 90210 (the "Property"). To protect its rights, D&D caused to be recorded a mechanics lien against the

Property. The claim of D&D is reflected in a proof of claim filed in this case on June 19, 2018, given claim no. 9431.

Pursuant to the Plan Supplement, Debtors propose to assume the contract with I-Grace related to the Property, but have listed the cure amount as "\$0.00." I-Grace has filed its objection to the assumption of the contract and in particular to the stated cure amount [Docket no. 2745]("I-Grace Objection"), and D&D joins in that objection.

II.

Objection

D&D does not object to the assumption of the above I-Grace contract related to the Property, provided Debtors comply with the provisions of 11 U.S.C. §365. It does however dispute the contention that the cure amount is zero.

As all parties know, §365(b)(1) requires that, as a condition to assumption, Debtors cure or provide adequate assurance of a prompt cure of any defaults under the contract to be assumed. To the extent Debtors agree with the number set forth in the I-Grace Objection and promptly pay such amounts or provide adequate assurance of prompt payment, D&D has no objection to assumption. Of course, D&D expects that it will be paid the amount owing to it from such amount.

D&D further reserves all rights to supplement or correct the amount owed to it, to the extent information becomes available that demonstrates that the D&D proof of claim is incorrect.

WHEREFORE, D&D respectfully submits this joinder and conditional objection to assumption and its objection to the stated cure amount to the extent such amount is deemed to be other than as set forth in the I-Grace Objection.

Dated: October 8, 2018

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