

**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)

Hearing Date: November 20, 2018, at 2:00 p.m. (ET)
Obj. Deadline: November 13, 2018, at 4:00 p.m. (ET)

**DEBTORS' MOTION FOR ENTRY OF AN ORDER, PURSUANT TO SECTIONS
105(a), 365(a), AND 554 OF THE BANKRUPTCY CODE, AUTHORIZING REJECTION
OF UNEXPIRED LEASE OF NON-RESIDENTIAL REAL PROPERTY (14140
VENTURA BLVD., SUITE 203) *NUNC PRO TUNC* TO OCTOBER 30, 2018,
AND ABANDONMENT OF ANY REMAINING PROPERTY LOCATED AT
LOCATION COVERED BY SUCH LEASE**

Woodbridge Group of Companies, LLC and its affiliated debtors and debtors in possession in the above-captioned chapter 11 cases (collectively, the “Debtors”) hereby move the court (this “Motion”) for entry of an order, substantially in the form attached hereto as Exhibit A (the “Proposed Order”), pursuant to sections 105(a), 365(a), and 554 of title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (the “Bankruptcy Code”) and Rules 6004 and 6006 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), (a) authorizing Debtor Brynderwen Investments, LLC (“Brynderwen”) to reject, *nunc pro tunc* to October 30, 2018, an unexpired lease of nonresidential real property, including any amendments or modifications thereto, in connection with the Debtors’ office space located at 14140 Ventura Boulevard, Suite

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 this information may be obtained on the website of the Debtors’ noticing and claims agent at www.gardencitygroup.com/cases/WGC, or by contacting the undersigned counsel for the Debtors.

203, Sherman Oaks, California (“Suite 203”),² which the Debtors have determined in their business judgment should be rejected, and (b) authorizing the Debtors to abandon any remaining property located at Suite 203. In support of this Motion, the Debtors respectfully represent as follows:

JURISDICTION AND VENUE

1. The Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 1334(b) and 157, 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 is a core proceeding pursuant to 28 U.S.C. § 157(b), and 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 Debtors consent to the entry of a final order by the Court in connection with this Motion to the extent that it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution. Venue is proper before the Court pursuant to 28 U.S.C. §§ 1408 and 1409. The statutory and legal predicates for the relief requested herein are sections 105(a), 365(a), and 554 of the Bankruptcy Code and Bankruptcy Rules 6004 and 6006.

BACKGROUND

A. General

2. On December 4, 2017 (the “Petition Date”), 279 of the Debtors commenced voluntary cases under chapter 11 of the Bankruptcy Code. Thereafter on February 9, 2018, March 9, 2018, March 23, 2018, and March 27, 2018, additional affiliated Debtors (27 in total)

² For the avoidance of doubt, the Debtors’ rejection of Suite 203 does not impact the Debtors’ assumption, pursuant to the *Findings of Fact, Conclusions of Law, and Order Confirming the First Amended Joint Chapter 11 Plan of Liquidation of Woodbridge Group of Companies, LLC and Its Affiliated Debtors* [Docket No. 2903], of that certain lease dated July 30, 2015, for 14140 Ventura Boulevard, Suite 302, Sherman Oaks, California 91423 listed in the Schedule of Assumed Agreements included with the Plan Supplement [Docket No. 2657].

commenced voluntary cases under chapter 11 of the Bankruptcy Code. Pursuant to sections 1107(a) and 1108 of the Bankruptcy Code, the Debtors are continuing to manage their financial affairs as debtors in possession.

3. The Debtors' chapter 11 cases (collectively, the "Chapter 11 Cases") are being jointly administered pursuant to Bankruptcy Rule 1015(b) and Local Rule 1015-1. No trustee or examiner has been appointed in the Chapter 11 Cases. An official committee of unsecured creditors (the "Committee") was appointed in the Chapter 11 Cases on December 14, 2017 [Docket No. 79]. On January 23, 2018, the Court approved a settlement providing for the formation of an ad hoc noteholder group (the "Noteholder Group") and an ad hoc unitholder group (the "Unitholder Group") [Docket No. 357].

4. Through the Court's entry of its *Findings of Fact, Conclusions of Law, and Order Confirming the First Amended Joint Chapter 11 Plan of Liquidation of Woodbridge Group of Companies, LLC and Its Affiliated Debtors* [Docket No. 2903] (the "Confirmation Order"), dated October 26, 2018, the Court confirmed the *First Amended Joint Chapter 11 Plan of Liquidation of Woodbridge Group of Companies, LLC and Its Affiliated Debtors* [Docket No. 2397] (the "Plan"). The Debtors anticipate that the Plan will become effective prior to the end of 2018.

B. Suite 203

5. Employees of the Debtors have occupied Suite 203 since September 15, 2016 pursuant to that certain *Amendment No. 1 to Lease Agreement* dated as of August 31, 2016 (the "Lease") between 14140 Investments, LTD. (the "Landlord") and Brynderwen. Pursuant to the terms of the Lease, Brynderwen occupied a second floor suite, suite number 203, located at 14140 Ventura Boulevard, Sherman Oaks, California 91423 for use as the Debtors' office space. The current monthly rent is \$9,578.73. The lease term expires August 31, 2021.

6. The Debtors have been conducting a review of their operations and have determined in their business judgment that Suite 203 is no longer necessary to the Debtors' operations, and that rejecting the Lease is in the best interests of their estates. Accordingly, Brynderwen seeks to reject the Lease.

7. On October 30, 2018, the Debtors finished removing all personnel, records, and property of value from Suite 203 and provided written notice to the Landlord stating Brynderwen's unequivocal intent to surrender its interest in and possession of Suite 203, effective as of October 30, 2018.³

8. The Debtors have determined in their business judgment that the remaining personal property at Suite 203, including any remaining furniture, fixtures, and equipment, (collectively, the "Remaining Property") is of inconsequential value to the Debtors' estates and/or will be difficult or expensive to remove or store, such that the economic benefits of removing and/or storing the Remaining Property will be exceeded by the attendant costs thereof. Thus, the Debtors seek authorization to abandon any Remaining Property at Suite 203 as of October 30, 2018.

RELIEF REQUESTED

9. Pursuant to sections 105(a), 365(a), and 554 of the Bankruptcy Code, the Debtors request entry of the Proposed Order (a) authorizing Brynderwen to reject, *nunc pro tunc* to October 30, 2018, the Lease and (b) authorizing the Debtors to abandon the Remaining Property.

³ Suite 203 is accessed via key pad, so there are no physical keys to return to the Landlord, and the Landlord has the access code thereto.

BASIS FOR RELIEF REQUESTED

A. Rejection of the Lease Is Authorized by Section 365(a) of the Bankruptcy Code

10. Section 365(a) of the Bankruptcy Code provides that a trustee or debtor in possession, “subject to the court’s approval may . . . reject any executory contract or unexpired lease of the debtor.” 11 U.S.C. § 365(a); *see also In re Univ. Med. Ctr.*, 973 F.2d 1065, 1075 (3d Cir. 1992). “This provision allows a trustee to relieve the bankruptcy estate of burdensome agreements which have not been completely performed.” *Stewart Title Guar. Co. v. Old Republic Nat’l Title Ins. Co.*, 83 F.3d 735, 741 (5th Cir. 1996) (quoting *Phoenix Exploration, Inc. v. Yaquinto (In re Murexco Petroleum, Inc.)*, 15 F.3d 60, 62 (5th Cir. 1994)).

11. The decision to assume or reject an executory contract or unexpired lease is a matter within the “business judgment” of the debtor in possession. *See NLRB v. Bildisco & Bildisco (In re Bildisco)*, 682 F.2d 72, 79 (3d Cir. 1982) (“The usual test for rejection of an executory contract is simply whether rejection would benefit the estate, the ‘business judgment’ test.”); *Sharon Steel Corp. v. Nat’l Fuel Gas Distr. Corp.*, 872 F.2d 36, 40 (3d Cir. 1989) (discussing executory contracts); *see also In re Tayfur*, 599 Fed. Appx. 44, 49–50 (3d Cir. 2015) (extending the standard articulated in *Sharon Steel Corp.* to unexpired leases); *In re HQ Global Holdings*, 290 B.R. 507, 511 (Bankr. D. Del. 2003). The business judgment standard mandates that a court approve a debtor’s business decision unless the decision is the product of bad faith, whim, or caprice. *See NLRB v. Bildisco & Bildisco*, 465 U.S. 513, 523 (1984); *Computer Sales Int’l, Inc. v. Fed. Mogul (In re Fed. Mogul Global, Inc.)*, 293 B.R. 124, 126 (D. Del. 2003) (holding that court should approve a debtor’s decision to reject a contract unless the decision is the product of bad faith or a gross abuse of discretion); *In re HQ Global Holdings*, 290 B.R. at 511 (stating that a debtor’s decision to reject an executory contract is governed by the business

judgment standard and can only be overturned if the decision was the “product of bad faith, whim, or caprice”).

12. Rejection of an executory contract or unexpired lease is appropriate where rejection of the contract or lease would benefit the estate. *Sharon Steel Corp.*, 872 F.2d at 39. The standard for rejection is satisfied when a trustee or debtor has made a business determination that rejection will benefit the estate. *See Commercial Fin., Ltd. v. Hawaii Dimensions, Inc. (In re Hawaii Dimensions, Inc.)*, 47 B.R. 425, 427 (D. Haw. 1985) (“Under the business judgment test, a court should approve a debtor’s proposed rejection if such rejection will benefit the estate.”). Thus, if the debtor’s business judgment has been reasonably exercised, a court should approve the assumption or rejection of an executory contract or an unexpired lease. *See, e.g., Bildisco & Bildisco*, 465 U.S. at 523; *In re Fed. Mogul Global, Inc.*, 293 B.R. at 126.

13. Here, for the reasons described in this Motion, Brynderwen seeks to reject the Lease, pursuant to section 365(a) of the Bankruptcy Code, to avoid the potential incurrence of any additional, unnecessary expenses related to the Lease and the maintenance of Suite 203. Because the Debtors have vacated Suite 203, incurring expenses for the remainder of the Lease term is not in the Debtors’ best interest. The Debtors have determined, in the exercise of their sound business judgment, that there is no net benefit that is likely to be realized from the Debtors’ continued efforts to retain the Lease. Accordingly, the Debtors have concluded that rejection of the Lease is in the best interest of the Debtors’ estates, their creditors, and other parties in interest.

14. In order to avoid paying any unnecessary expenses related to the Lease, Brynderwen seeks to reject the Lease *nunc pro tunc* to October 30, 2018. A court may permit such retroactive rejection to avoid unduly exposing a debtor’s estate to unwarranted post-petition

administrative or other expenses. *Bildisco & Bildisco*, 465 U.S. at 523 (stating that rejection relates back to the petition date); *In re Chi-Chi's, Inc.*, 305 B.R. 396, 399 (Bankr. D. Del. 2004); *see also In re Fleming Cos., Inc.*, 304 B.R. 85, 96 (Bankr. D. Del. 2003) (holding, with respect to unexpired leases, that rejection *nunc pro tunc* is permitted to the date of the motion or the date the premises surrendered in certain circumstances); *Thinking Machs. v. Mellon Fin. Servs. Corp.* (*In re Thinking Machs. Corp.*), 67 F.3d 1021, 1028 (1st Cir. 1995) (“In the section 365 context . . . bankruptcy courts may enter retroactive orders of approval, and should do so when the balance of equities preponderates in favor of such remediation.”); *Stonebriar Mall Ltd. P’ship v. CCI Wireless, LLC* (*In re CCI Wireless, LLC*), 297 B.R. 133, 140 (D. Col. 2003) (holding that a bankruptcy court “has authority under section 365(d)(3) to set the effective date of rejection at least as early as the filing date of the motion to reject”); *In re Amber’s Stores*, 193 B.R. 819, 827 (N.D. Tex. 1996); *Constant Ltd. P’ship v. Jamesway Corp.* (*In re Jamesway Corp.*), 179 B.R. 33, 37–38 (S.D.N.Y. 1995) (affirming bankruptcy court’s retroactive approval of lease rejection). Generally, courts have permitted retroactive rejection of executory contracts and unexpired leases when the non-debtor party to the agreement was given definite notice of the intention to reject. *See, e.g., In re Namco Cybertainment, Inc.*, Case No. 98-00173 (PJW) (Docket No. 45) (Bankr. D. Del. Feb. 6, 1998).

15. The facts in these Chapter 11 Cases and the balance of the equities favor Brynderwen’s rejection of the Lease *nunc pro tunc* to October 30, 2018. Without a retroactive date of rejection, Brynderwen may incur unnecessary administrative charges for a lease that is not necessary to the Debtors’ chapter 11 efforts. Moreover, the Debtors submit that they have fulfilled the requirements for retroactive rejection of the Lease by providing adequate notice of Brynderwen’s intent to reject to the Landlord and demonstrating their unequivocal intent to

surrender Suite 203. In light of the foregoing, the Debtors respectfully submit that Brynderwen's rejection of the Lease under section 365(a) of the Bankruptcy Code is a sound exercise of the Debtors' business judgment and is necessary, prudent, and in the best interests of the Debtors, their estates, and their creditors.

B. Abandonment of Any Remaining Property Located at Suite 203 Is Authorized by Section 554(a) of the Bankruptcy Code

16. Section 554(a) of the Bankruptcy Code provides that "[a]fter notice and a hearing, the [debtor] may abandon any property of the estate that is burdensome to the estate or that is of inconsequential value and benefit to the estate." 11 U.S.C. § 554(a); *see also Hanover Ins. Co. v. Tyco Indus., Inc.*, 500 F.2d 654, 657 (3d Cir. 1974) ("[A trustee] may abandon his claim to any asset, including a cause of action, he deems less valuable than the cost of asserting that claim."). *See, e.g., In re Contract Research Sols., Inc.*, Case No. 12-11004, 2013 WL 1910286, at *4 (Bankr. D. Del. May 1, 2013) ("[A debtor] need only demonstrate that [it] has exercised sound business judgment in making the determination to abandon."). The right to abandon property is virtually unfettered, unless (a) abandonment of the property will contravene laws designed to protect public health and safety or (b) the property poses an imminent threat to the public's welfare. *See In re Midlantic Nat'l Bank*, 474 U.S. 494, 501 (1986). Neither of these limitations is relevant under the instant facts.

17. The Debtors submit that the Remaining Property is either of inconsequential value to the Debtors' estates, or that the costs to the Debtors of retrieving, marketing, and reselling the Remaining Property will exceed the recoveries, if any, that the Debtors and their estates could reasonably obtain in exchange for such property.

18. Accordingly, the Debtors have determined that, in the exercise of their sound business judgment, abandonment of any Remaining Property is in the best interest of the Debtors, their estates, and their creditors.

REQUEST FOR WAIVER OF STAY

19. To implement the foregoing, the Debtors seek a waiver of any stay of the effectiveness of the order approving this Motion. Pursuant to Bankruptcy Rule 6004(h), any “order authorizing the use, sale, or lease of property other than cash collateral is stayed until the expiration of 14 days after entry of the order, unless the court orders otherwise.” The Debtors submit that the relief requested in this Motion is necessary to avoid immediate and irreparable harm to the Debtors. With the Confirmation Order having been entered, the Debtors are in the process of addressing any remaining open issues as expeditiously as possible. Accordingly, for the reasons set forth herein, the Debtors submit that ample cause exists to justify a waiver of the 14-day stay imposed by Bankruptcy Rule 6004(h), to the extent applicable.

20. To implement the foregoing immediately, the Debtors also respectfully request a waiver of the notice requirements of Bankruptcy Rule 6004(a) to the extent that they are deemed applicable.

DEBTORS’ RESERVATION OF RIGHTS

21. The Debtors may have claims against the Landlord arising under, or independently of, the Lease. The Debtors do not waive such claims by the filing of this Motion or by the rejection of the Lease.

22. Nothing contained herein is intended or should be construed as an admission of the validity of any claim against the Debtors; a waiver of the Debtors’ rights to dispute any

claim; or an approval, assumption, or rejection of any agreement, contract, lease, or sublease under section 365 of the Bankruptcy Code except as expressly set forth herein.

NOTICE

23. The Debtors have provided notice of this Motion to: (i) the Office of the United States Trustee for the District of Delaware; (ii) the DIP Lender and counsel thereto; (iii) counsel for the Committee; (iv) counsel for the Noteholder Group; (v) counsel for the Unitholder Group; (vi) the Landlord; and (vii) all parties that have requested notice in these Chapter 11 Cases pursuant to Local Rule 2002-1. In light of the nature of the relief requested herein, the Debtors submit that no other or further notice is necessary.

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CONCLUSION

WHEREFORE, the Debtors respectfully request that the Court enter the Proposed Order, granting the relief requested herein and such other and further relief as may be just and proper under the circumstances.

Dated: October 30, 2018
Wilmington, Delaware

/s/ Ian J. Bambrick

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

In re:

WOODBIDGE GROUP OF COMPANIES,
LLC, *et al.*,¹

Debtors.

Chapter 11

Case No. 17-12560 (KJC)

(Jointly Administered)

Hearing Date: November 20, 2018, at 2:00 p.m. (ET)

Obj. Deadline: November 13, 2018, at 4:00 p.m. (ET)

NOTICE OF MOTION

PLEASE TAKE NOTICE that the above-captioned debtors and debtors in possession (collectively, the “Debtors”) have filed the attached *Debtors’ Motion for Entry of an Order, Pursuant to Sections 105(a), 365(a), and 554 of the Bankruptcy Code, Authorizing Rejection of Unexpired Lease of Non-Residential Real Property (14140 Ventura Blvd., Suite 203) Nunc Pro Tunc to October 30, 2018, and Abandonment of Any Remaining Property Located at Location Covered by Such Lease* (the “Motion”).

PLEASE TAKE FURTHER NOTICE that any objections to the relief requested by the Motion must be filed on or before **November 13, 2018, at 4:00 p.m. (ET)** (the “Objection Deadline”) with the United States Bankruptcy Court for the District of Delaware, 824 North Market Street, 3rd Floor, Wilmington, Delaware 19801. At the same time, you must serve a copy of the objection upon the undersigned counsel to the Debtors so as to be received on or before the Objection Deadline.

PLEASE TAKE FURTHER NOTICE THAT A HEARING TO CONSIDER THE MOTION WILL BE HELD ON NOVEMBER 20, 2018, AT 2:00 P.M. (ET) BEFORE THE HONORABLE KEVIN J. CAREY AT THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE, 824 NORTH MARKET STREET, FIFTH FLOOR, COURTROOM NO. 5, WILMINGTON, DELAWARE 19801.

PLEASE TAKE FURTHER NOTICE THAT, IF YOU FAIL TO RESPOND IN ACCORDANCE WITH THIS NOTICE, THEN THE COURT MAY GRANT THE RELIEF REQUESTED IN THE MOTION WITHOUT FURTHER NOTICE OR A 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 this information may be obtained on the website of the Debtors’ noticing and claims agent at www.gardencitygroup.com/cases/WGC, or by contacting the undersigned counsel for the Debtors.

Dated: October 30, 2018
Wilmington, Delaware

/s/ Ian J. Bambrick

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EXHIBIT A

Proposed Order

**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. _____

ORDER, PURSUANT TO SECTIONS 105(a), 365(a), AND 554 OF THE BANKRUPTCY CODE, AUTHORIZING REJECTION OF UNEXPIRED LEASE OF NON-RESIDENTIAL REAL PROPERTY (14140 VENTURA BLVD., SUITE 203) *NUNC PRO TUNC* TO OCTOBER 30, 2018, AND ABANDONMENT OF ANY REMAINING PROPERTY LOCATED AT LOCATION COVERED BY SUCH LEASE

Upon the *Debtors' Motion for Entry of an Order, Pursuant to Sections 105(a), 365(a), and 554 of the Bankruptcy Code, Authorizing Rejection of Unexpired Lease of Non-Residential Real Property (14140 Ventura Blvd., Suite 203) Nunc Pro Tunc to October 30, 2018, and Abandonment of Any Remaining Property Located at Location Covered by Such Lease* (the "Motion")² filed by the above-captioned debtors and debtors in possession (collectively, the "Debtors"); and the Court having found that it has jurisdiction over this matter pursuant to 28 U.S.C. §§ 1334(b) and 157, and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware dated as of February 29, 2012; and the 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 the Court having found that this matter is a core proceeding

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² All capitalized terms used but not defined herein shall have the meanings ascribed to them in the Motion.

pursuant to 28 U.S.C. § 157(b); and the Court having found that it may enter a final order consistent with Article III of the United States 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 the Court having found that the relief sought in the Motion is in the best interest of the Debtors, their estates, their creditors, and 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 relief requested in the Motion is GRANTED as set forth herein.
2. The Debtors are authorized to reject the unexpired non-residential real property lease for the Debtors' office space located at 14140 Ventura Boulevard, Suite 203, Sherman Oaks, California (the "Lease") *nunc pro tunc* to October 30, 2018.
3. The Debtors are authorized to abandon any personal property, including, but not limited to, furniture, fixtures, and equipment (the "Remaining Property") located at Suite 203 subject to the Lease free and clear of all liens, claims, encumbrances, interests, and rights of third parties. Once such property is abandoned, the Landlord is authorized to dispose of the Remaining Property, without further notice and without any liability to any individual or entity that may claim an interest in such Remaining Property, and such abandonment shall be without prejudice to Landlord's right to assert any claim based on such abandonment, and without prejudice to the Debtors' and to any other party in interest's right to object thereto. The automatic stay is modified to the extent necessary to allow such dispositions.
4. If the Debtors have deposited monies with the Landlord as a security deposit or other arrangement, the Landlord 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 Lease must file a proof of claim based on such rejection by no later than 30 days after the service of this Order.

6. Within five (5) calendar days after entry of this Order, the Debtors shall serve this Order on the Landlord to the Lease.

7. Any claims held by the Debtors against the Landlord, whether or not such claims arise under, are related to the rejection of, or are independent of the Lease, are fully preserved.

8. 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 Lease, to assert that any claims for damages arising from the Debtors' rejection of the Rejected Lease are limited to any remedies available under any applicable termination provisions of such Rejected Lease, or that any such claims are obligations of a third party, and not those of the Debtors or their estates.

9. Nothing in the Motion or this Order shall be deemed or construed as an approval of an assumption of any lease, sublease, or contract pursuant to section 365 of the Bankruptcy Code, and all such rights are reserved.

10. To the extent that Bankruptcy Rule 6004(h) is applicable, the terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

11. The Debtors are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order.

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

Dated: _____, 2018
Wilmington, Delaware

KEVIN J. CAREY
UNITED STATES BANKRUPTCY JUDGE