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.	

DECLARATION OF BRADLEY D. SHARP IN SUPPORT OF THE DEBTORS' MOTION FOR ENTRY OF AN ORDER, PURSUANT TO SECTION 105(A) OF THE BANKRUPTCY CODE AND BANKRUPTCY RULE 9019, APPROVING THE SETTLEMENT AGREEMENT BY AND BETWEEN DEBTOR WOODBRIDGE STRUCTURED FUNDING, LLC AND WARREN LEX LLP

I, Bradley D. Sharp, hereby declare under penalty of perjury, pursuant to section 1746 of title 28 of the United States Code, as follows:

1. I am President and CEO of Development Specialists, Inc., located at 333 S. Grand Avenue Suite 4100, Los Angeles, California 90071, and the Chief Restructuring Officer of WGC Independent Manager LLC, a Delaware limited liability company, which is the sole manager of debtor Woodbridge Group of Companies, LLC, a Delaware limited liability company and an affiliate of each of the above-captioned debtors and debtors in possession (collectively, the "Debtors"). I submit this declaration (this "Declaration") in support of the *Debtors' Motion for Entry of an Order, Pursuant to Section 105(a) of the Bankruptcy Code and Bankruptcy Rule 9019, Approving the Settlement Agreement by and between Debtor Woodbridge Structured Funding, LLC and Warren Lex LLP* (the "Motion"), filed concurrently herewith.[2] All facts set

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

[2] Capitalized terms used but not defined herein shall have the meanings assigned to such terms in the Motion.

forth in this Declaration are based upon my personal knowledge, and if called upon to testify, I could and would testify competently to the facts set forth herein.

2. On August 1, 2016, Warren Lex LLP ("Warren Lex") filed an action in the Superior Court of California in and for the County of Los Angeles, captioned *Warren Lex LLP v. Woodbridge Structured Funding, LLC*, Case Number BC628984 (the "Action") regarding a dispute over attorney's fees for legal services provided by Warren Lex pre-petition.

3. On December 4, 2017, along with 279 other Debtors, Debtor Woodbridge Structured Funding, LLC ("Woodbridge," and together with Warren Lex, the "Parties") commenced voluntary cases under chapter 11 of the Bankruptcy Code (the "Chapter 11 Cases").

4. The Parties anticipate that any discovery in connection with the Action will require significant expense, including attorneys' fees.

5. The Debtors have determined, in an exercise of the Debtors' sound business judgment, that the terms of the Settlement Agreement are fair and reasonable and that the best interests of the Debtors' estates and creditors will be served by the Debtors settling the Action on the terms memorialized in the Settlement Agreement. The terms of the Settlement Agreement are the product of good faith, arm's-length negotiations between the Parties.

6. Absent approval of the Settlement Agreement, the Parties would be forced to proceed with discovery in connection with the Action, as well as briefing and argument, which would require time, attention, and resources from the Debtors and their management and professionals. The Settlement Agreement resolves the Parties' disputes in an efficient and consensual manner that will avoid costly and time-consuming litigation that would detract from the value of the estates and the recovery of creditors. Moreover, the proposed consensual resolution of this dispute will free the Debtors to devote additional time and effort to the numerous other critical issues confronting the Debtors in these Chapter 11 Cases.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Dated: December 28, 2018

/s/ Bradley D. Sharp
Bradley D. Sharp
Chief Restructuring Officer, WGC Independent Manager, LLC