

**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)

Ref. Docket No. 111

**ORDER AUTHORIZING THE EMPLOYMENT AND RETENTION OF
HOMER BONNER JACOBS PA AS SPECIAL LITIGATION COUNSEL TO THE
DEBTORS AND DEBTORS IN POSSESSION *NUNC PRO TUNC* TO PETITION DATE**

Upon the application (the "Application")² of the above captioned Debtors for the entry of an order authorizing the Debtors to employ and retain Homer Bonner Jacobs PA ("Homer Bonner Jacobs") as their special litigation counsel *nunc pro tunc* to the Petition Date pursuant to section 327(e) of the Bankruptcy Code, Bankruptcy Rules 2014(a) and 2016 and Local Rules 2014-1 and 2016-1; and the Court having jurisdiction to consider the Application and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334; and consideration of the Application and the relief requested therein being a core proceeding pursuant to 28 U.S.C. § 157(b); venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and the Court having found that the Debtors have provided appropriate notice of the Application and the opportunity for a hearing on the Application under the circumstances and no other or further notice need be

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 meanings ascribed to them in the Application.

provided; and the Court having reviewed the Application and the Schwartz Declaration; the Court being satisfied based on the representations made in the Application and the Schwartz Declaration; and the Court finding that Homer Bonner Jacobs does not represent or hold any interest adverse to the Debtors or their estates with respect to the matters for which they are being retained; and it appearing that the relief requested in the Application and provided for herein is in the best interest of the Debtors, their estates, and creditors; and after due deliberation and sufficient cause appearing therefor; and the Court having found that the Debtors provided adequate and appropriate notice of the Application under the circumstances and that no other further notice is required; and the Court having reviewed the Application and having heard statements in support of the Application at a hearing held before the Court (the "Hearing"); and the Court having determined that the legal and factual bases set forth in the Application and at the Hearing establish just cause for the relief granted herein; and any objections to the relief requested herein having been withdrawn or overruled on the merits; and upon all of the proceedings had before the Court; and after due deliberation and sufficient cause appearing therefore; and good, adequate and sufficient cause has been shown to justify the immediate entry of this order; and after due deliberation and sufficient cause appearing therefor:

IT IS HEREBY ORDERED THAT:

1. The Application is GRANTED as set forth herein.
2. In accordance with section 327(e) of the Bankruptcy Code, the Debtors are authorized to employ and retain Homer Bonner Jacobs as their attorneys in accordance with the terms and conditions set forth in the Application, the Schwartz Declaration and the Engagement Agreement, *nunc pro tunc* to the Petition Date.

3. Homer Bonner Jacobs shall be entitled to compensation for professional services rendered and reimbursement of expenses incurred in connection with the Chapter 11 Cases in compliance with sections 330 and 331 of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, the Revised UST Guidelines and any other applicable procedures and orders of the Court, including, without limitation, any order of this Court establishing procedures for interim compensation and reimbursement of professionals retained in these Chapter 11 Cases; provided, however, that Homer Bonner Jacobs monthly fees for work on prepetition matters, namely *SEC v. Woodbridge* (Case No. 17-22665), *SEC v. 235 Limited Liabilities Companies* (Case No. 17-23986), and *In the Matter of Woodbridge Investment Fund III, LLC* (FL-04024) (the “Prepetition Matters”), shall be capped at \$100,000 per month (the “Prepetition Fee Cap”). For the avoidance of doubt, the litigation captioned *SEC v. Robert H. Shapiro, et al.* (Case No. 17-24624) is not a Prepetition Matter and Homer Bonner’s work related thereto is not subject to the Prepetition Cap.

4. Homer Bonner Jacobs is authorized without further order of the Court to apply, at any time, any remaining amounts of its prepetition retainer as a credit toward postpetition fees and expenses, after such postpetition fees and expenses are approved pursuant to an order of the Court awarding fees and expenses to Homer Bonner Jacobs. Homer Bonner Jacobs is authorized without further order of the Court to reserve and apply amounts from the prepetition retainers that would otherwise be applied toward payment of postpetition fees and expenses as are necessary and appropriate to compensate and reimburse Homer Bonner Jacobs for fees and expenses incurred on or prior to the Petition Date consistent with its ordinary course billing practices.

5. Notwithstanding anything to the contrary in the Application or the Engagement Agreement, Homer Bonner Jacobs will not seek reimbursement of expenses for office supplies, and reimbursement for duplication services shall be consistent with the Local Rules.

6. Notwithstanding anything to the contrary in the Application, Schwartz Declaration, or Engagement Agreement, during the course of the Chapter 11 Cases, Homer Bonner Jacobs shall not be reimbursed for any secretarial or other overtime charges.

7. Homer Bonner Jacobs shall not charge a markup with respect to fees billed by contract attorneys who are hired by Homer Bonner Jacobs to provide services and Homer Bonner Jacobs shall ensure that any such contract attorneys are subject to conflict checks and disclosures in accordance with the requirements of the Bankruptcy Code and Bankruptcy Rules. For the avoidance of doubt, Homer Bonner Jacobs shall not share fees with existing or future contract attorneys who advise on these Chapter 11 Cases or enter into fee sharing arrangements with such contract attorneys. Furthermore, the fees of contract attorneys Homer Bonner utilizes to assist with the Prepetition Matters shall not be subject to the Prepetition Fee Cap.

8. Homer Bonner Jacobs shall make all reasonable efforts to avoid the duplication of services provided by any of the Debtors' other retained Professionals in these Chapter 11 Cases.

9. Homer Bonner Jacobs shall file the budgets approved by the Debtors for the applicable billing period with each monthly fee application.

10. Homer Bonner Jacobs will provide ten days' notice to the Debtors, the U.S. Trustee, and any official committee before any increases in the rates set forth in the Application or Engagement Agreement are implemented and shall file such notice with this Court. The U.S. Trustee retains all rights to object to any rate increase on all grounds, including the

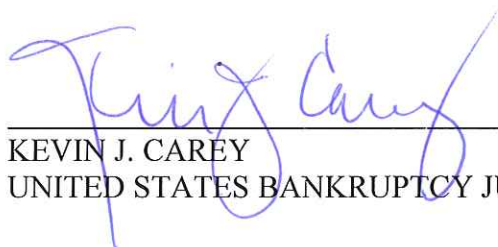
reasonableness standard set forth in section 330 of the Bankruptcy Code, and the Court retains the right to review any rate increase pursuant to section 330 of the Bankruptcy Code.

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

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

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

Dated: Jan 23, 2018
Wilmington, Delaware



KEVIN J. CAREY
UNITED STATES BANKRUPTCY JUDGE