

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

In re:

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

Remaining Debtors.

Chapter 11

Case No. 17-12560 (BLS)

(Jointly Administered)

Hearing Date: Feb. 11, 2020 at 10:00 a.m. (ET)

Objection Deadline: Jan. 23, 2020 at 4:00 p.m. (ET)

**TRUST’S (I) OBJECTION TO PROOF OF CLAIM NO. 2046 ASSERTED BY
GRANT A. MACLEAN ROTH IRA AND (II) REQUEST FOR A LIMITED WAIVER OF
LOCAL RULE 3007-1(f)(iii), TO THE EXTENT SUCH RULE MAY APPLY**

Woodbridge Liquidation Trust (the “Trust”), formed pursuant to the confirmed and effective *First Amended Joint Chapter 11 Plan of Liquidation of Woodbridge Group of Companies, LLC and its Affiliated Debtors* [D.I. 2397] (the “Plan”) in the jointly-administered chapter 11 bankruptcy cases (the “Chapter 11 Cases”) of Woodbridge Group of Companies, LLC and its affiliated debtors and debtors in possession (collectively, the “Debtors”), hereby files this objection (this “Objection”) seeking entry of an order, substantially in the form attached hereto as **Exhibit A** (the “Proposed Order”), (i) disallowing and expunging Claim No. 2046 (the “Disputed Claim”) asserted by Grant A. MacLean Roth IRA (“Claimant”), (ii) directing Garden City Group, Inc. (the “Claims Agent”) to reflect the foregoing modification on the official register maintained by the Claims Agent (the “Claims Register”), and (iii) waiving Rule 3007-1(f)(iii) of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the “Local Rules”) to the extent such rule may

¹ The Remaining Debtors and the last four digits of their respective federal tax identification numbers are as follows: Woodbridge Group of Companies, LLC (3603) and Woodbridge Mortgage Investment Fund 1, LLC (0172). The Remaining Debtors’ mailing address is 14140 Ventura Boulevard #302, Sherman Oaks, California 91423.

otherwise bar the assertion of any subsequent substantive objection (if any) to the Disputed Claim. In support of this Objection, the Trust relies on the record of these Chapter 11 Cases and the *Declaration of Thomas P. Jeremiassen in Support of Trust's Objection to Claim No. 2046 Asserted by Grant A. MacLean Roth IRA* attached hereto as **Exhibit B** (the "Jeremiassen Declaration") and respectfully states as follows:

I. 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 Local Rule 9013-1(f), the Trust consents to the entry of a final order by the Court in connection with this Objection 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 Bankruptcy Code section 502(b), Bankruptcy Rules 3001, 3003, and 3007, and Local Rules 1001-1(c), 3007-1, and 3007-2.

II. BACKGROUND

2. On December 4, 2017, certain of the Debtors commenced voluntary cases under chapter 11 of the Bankruptcy Code, and on February 9, 2018, March 9, 2018, March 23, 2018 and March 27 2018, additional affiliated Debtors (27 in total) commenced voluntary cases under chapter 11 of the Bankruptcy Code (collectively, the "Petition Dates"). Pursuant to sections 1107(a) and 1108 of the Bankruptcy Code, the Debtors managed their financial affairs as debtors in possession.

3. The Chapter 11 Cases were jointly administered pursuant to Bankruptcy Rule 1015(b) and Local Rule 1015-1. No trustee was appointed in the Chapter 11 Cases. On October 26, 2018, the Court entered an order [D.I. 2903] confirming the Plan. On February 15, 2019, the effective date of the Plan occurred and the Trust was established. *See* Docket No. 3421.

4. On April 12, 2018, Claimant filed the Disputed Claim as a secured claim against Debtor Woodbridge Group of Companies, LLC (“WGC”) in the amount of \$24,000.00. *See* Claim No. 2046. The liability asserted by the Disputed Claim arises from the Claimant’s former investment of funds with the Debtors. Jeremiassen Decl., ¶ 5. As described in more detail in the Debtors’ Disclosure Statement [D.I. 2398], prior to the Petition Date, Robert Shapiro (the Debtors’ former manager) used the Debtors to perpetrate a massive fraudulent Ponzi scheme pursuant to which investors were persuaded to loan money to the Debtors in exchange for what were purported to be high interest-bearing notes or units. In fact, the Debtors were reliant on funds from new investors to make the payments promised to existing investors. The scheme was discovered in late 2017 when the Securities and Exchange Commission unsealed its action against Robert Shapiro and others and alleged facts evidencing such a Ponzi scheme. Around the same time, the Debtors stopped accepting funds from investors and filed these Cases.

5. The Claimant executed that certain *Promissory Note*, dated December 29, 2016, and the related *Loan Agreement*, dated December 29, 2016 (collectively the “Former Note”), in order to lend Woodbridge Mortgage Investment Fund 3A, LLC (“Fund 3A”) the sum of \$24,000.00 at 7.5% interest. Jeremiassen Decl., ¶ 5. In connection therewith, the Claimant tendered to the Debtors a check in the amount of \$24,000.00. *Id.* Thereafter, the Debtors’ books and records reflect that (i) the Debtors made prepetition distributions (*i.e.*, putative interest payments) on account of the Former Note to the Claimant from February 1, 2017 through

November 2, 2017 in the amount of \$1,490.00 in the aggregate and (ii) on November 22, 2017, the Debtors repaid the Claimant's principal on account of the Former Note in the amount of \$24,000.00 in the aggregate.² *Id.*

6. Accordingly, the Claimant executed that certain *Release of Assignment and Collateral Assignment*, dated November 10, 2017 (the "Release") in respect of the Former Note. Jeremiassen Decl., ¶ 6. The Release recites that the Claimant "does hereby certify that the indebtedness and all obligations evidenced by the following identified Promissory Note, Assignment of Promissory Note and Mortgage, and Collateral Assignment of Note, Mortgage and Other Loan Documents have been fully paid, performed, [and] satisfied" and provides that the Claimant "does hereby consent and direct that the same be released and forever discharged." The Promissory Note identified in the Release is the Former Note with Fund 3A.

7. The aggregate amount of the Disputed Claim (\$24,000.00) is equal to the total principal amount of the Former Note that has since been repaid in full (\$24,000.00). *See* Claim No. 2046 & Exhibit D. The Former Note is the only investment with the Claimant that is reflected in the Debtors' books and records. Jeremiassen Decl., ¶ 6.

8. A copy of the Disputed Claim is attached hereto as **Exhibit C**.

III. RELIEF REQUESTED

9. By this Objection, the Trust seeks entry of the Proposed Order (i) disallowing and expunging the Disputed Claim asserted by the Claimant in its entirety, (ii) directing the Claims Agent to reflect the foregoing modification on the Claims Register, and (iii) waiving Local Rule

² Attached hereto as **Exhibit D** is a repayment schedule showing all the prepetition distributions paid to the Claimant on account of the Former Note.

3007-1(f)(iii) to the extent such rule may otherwise bar the assertion of any subsequent substantive objection (if any) to the Disputed Claim.

IV. BASIS FOR OBJECTION

10. Section 502(a) of the Bankruptcy Code provides that a “claim or interest, proof of which is filed under section 501 of this title, is deemed allowed, unless a party in interest ... objects.” 11 U.S.C. § 502(a). In adjudicating claim objections, courts apply “a burden-shifting framework.” *In re Devonshire PGA Holdings LLC*, 548 B.R. 689, 697 (Bankr. D. Del. 2016).

The Third Circuit Court of Appeals described this framework as follows:

Initially, the claimant must allege facts sufficient to support the claim. If the averments in his filed claim meet this standard of sufficiency, it is “*prima facie*” valid. In other words, a claim that alleges facts sufficient to support a legal liability to the claimant satisfies the claimant’s initial obligation to go forward. The burden of going forward then shifts to the objector to produce evidence sufficient to negate the *prima facie* validity of the filed claim. It is often said that the objector must produce evidence equal in force to the *prima facie* case. In practice, the objector must produce evidence which, if believed, would refute at least one of the allegations that is essential to the claim’s legal sufficiency. If the objector produces sufficient evidence to negate one or more of the sworn facts in the proof of claim, the burden reverts to the claimant to prove the validity of the claim by a preponderance of the evidence.

In re Allegheny Int’l Inc., 954 F.2d 167, 173–74 (3d Cir. 1992) (citations omitted).

11. Pursuant to Bankruptcy Code section 502(b)(1), a debtor in possession may object to a claim on the grounds that “such claim is unenforceable against the debtor and property of the debtor, under any agreement or applicable law for a reason other than because such claim is contingent or unmatured.” 11 U.S.C. § 502(b)(1). “[T]he threshold question for the allowance of a claim is whether a claim exists. ... If there was no valid claim before bankruptcy, there is no claim for a bankruptcy court either to recognize or to reject.” *Vanston Bondholders Protective Comm. v. Green*, 329 U.S. 156, 170 (1946). In this regard, “a bankruptcy court has full power to inquire into the validity of any claim asserted against the estate and to disallow it if it is

ascertained to be without lawful existence.” *Pepper v. Litton*, 308 U.S. 295, 305 (1939). The Bankruptcy Code defines a “claim” as “a right to payment.” 11 U.S.C. § 101(5)(A).

12. Here, the Claimant erroneously filed the Disputed Claim against Debtor WGC, when in fact the Claimant has no “right to payment” and therefore no “claim” within the meaning of Bankruptcy Code section 101(5) against any of the Debtors. As discussed above, the Claimant previously invested \$24,000.00 with Fund 3A pursuant to the Former Note, however, the Debtors already repaid the Claimant the principal amount of the Former Note, plus putative interest thereon in accordance with the terms of the Former Note. In addition, the Claimant executed the Release acknowledging that Fund 3A had satisfied all its obligations to the Claimant under the Former Note and releasing and discharging the Former Note. Moreover, the Debtors’ books and records reflect no other investments from the Claimant. As such, the Debtors have no remaining obligations to the Claimant on account of the Former Note or any other investment and the Claimant has no “right to payment.” Because the Claimant actually has no claim, the Debtors are not liable to the Claimant for the Disputed Claim.

13. Accordingly, because the evidence attached hereto demonstrates that the Claimant has no “right to payment” in respect of the Disputed Claim and the Claimant cannot meet its ultimate burden of proving by a preponderance of the evidence that it has any claim that is enforceable against the Debtors or their property, the Objection should be sustained and the Disputed Claim should be disallowed under section 502(b)(1).³ The Claimant will not be prejudiced as a result of the relief requested in this Objection because the Claimant has already been repaid on account of the Former Note and is thus not owed any money from the Debtors.

³ In addition, there is no basis for secured status for the Disputed Claim since the Disputed Claim has been satisfied in full and the obligation and any purported related liens have been released and discharged. Even if the Claimant had an outstanding note claim, the Plan does not accord holders of note claims secured status.

14. In an abundance of caution, the Trust requests a waiver of Local Rule 3007-1(f)(iii), to the extent such rule applies, in the event that this Objection is not sustained. Such waiver is authorized by Local Rule 1001-1(c), and will ensure that all rights of the Trust or any subsequently appointed estate representative to object in the future to the Disputed Claim on any grounds permitted by bankruptcy or nonbankruptcy law are expressly reserved.

V. RESERVATION OF RIGHTS

15. The Trust reserves the right to amend, modify, and/or supplement this Objection if necessary. Nothing contained in this Objection or any actions taken by the Trust pursuant to the relief requested herein is intended or should be construed as (i) an admission as to the validity of any claim, (ii) a waiver of the Trust's rights to dispute any claim on any grounds, (iii) a promise or requirement to pay any claim, (iv) an implication or admission that any claim is of a type referenced or defined in this Objection, (v) an implication or admission that any contract or lease is executory or unexpired, as applicable, (vi) a waiver or limitation of any of the Trust's rights under the Bankruptcy Code or applicable law, (vii) a request or authorization to assume or reject any agreement under Bankruptcy Code section 365, (viii) a waiver of any party's rights to assert that any other party is in breach or default of any agreement, or (ix) an implication or admission that any contract or lease is integrated with any other contract or lease.

VI. NOTICE

16. The Trust has provided notice of this Objection to: (i) the Office of the United States Trustee for the District of Delaware, (ii) the Claimant, and (iii) any person that, as of the filing of this Objection, has filed a specific request for notices and papers on and after the effective date of the Plan. In light of the nature of the relief requested herein, the Trust submits that no other or further notice is necessary.

VII. CONCLUSION

WHEREFORE, for the reasons set forth herein and in the Jeremiassen Declaration, the Trust respectfully requests that the Court enter the Proposed Order granting the relief requested herein and granting such other and further relief as is just and proper.

Dated: January 9, 2020
Wilmington, Delaware

PACHULSKI STANG ZIEHL & JONES LLP

/s/ Colin R. Robinson

Richard M. Pachulski (CA Bar No. 90073)

Andrew W. Caine (CA Bar No. 110345)

Bradford J. Sandler (DE Bar No. 4142)

Colin R. Robinson (DE Bar No. 5524)

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-and-

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Kenneth N. Klee (*pro hac vice*)

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Counsel to the Woodbridge Liquidation Trust

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

In re:

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

Remaining Debtors.

Chapter 11

Case No. 17-12560 (BLS)

(Jointly Administered)

Hearing Date: Feb. 11, 2020 at 10:00 a.m. (ET)

Objection Deadline: Jan. 23, 2020 at 4:00 p.m. (ET)

**NOTICE OF TRUST'S (I) OBJECTION TO PROOF OF CLAIM NO. 2046 ASSERTED
BY GRANT A. MACLEAN ROTH IRA AND (II) REQUEST FOR A LIMITED WAIVER
OF LOCAL RULE 3007-1(f)(iii), TO THE EXTENT SUCH RULE MAY APPLY**

TO: (I) THE UNITED STATES TRUSTEE FOR THE DISTRICT OF DELAWARE; (II) THE TRUST AND ITS COUNSEL; (III) ANY PERSON FILING A SPECIFIC REQUEST FOR NOTICES AND PAPERS ON AND AFTER THE EFFECTIVE DATE; AND (IV) CLAIMANT WHOSE DISPUTED CLAIM(S) ARE SUBJECT TO THE OBJECTION²

PLEASE TAKE NOTICE that the Woodbridge Liquidation Trust (the "Trust") has filed the attached *Trust's (I) Objection to Proof of Claim No. 2046 Asserted By Grant A. MacLean Roth IRA and (II) Request for a Limited Waiver of Local Rule 3007-1(f)(iii), to the Extent Such Rule May Apply* (the "Objection").³

PLEASE TAKE FURTHER NOTICE that any responses (each, a "Response") to the relief requested in the Objection must be filed on or before **January 23, 2020, at 4:00 p.m. (ET)** (the "Response Deadline") with the United States Bankruptcy Court for the District of Delaware, 824 Market Street, 3rd Floor, Wilmington, Delaware 19801. At the same time you must serve a copy of your Response upon the undersigned counsel to the Trust so as to be received on or before the Response Deadline.

PLEASE TAKE FURTHER NOTICE THAT A HEARING (THE "HEARING") ON THE OBJECTION WILL BE HELD ON **FEBRUARY 11, 2020, AT 10:00 A.M. (ET) BEFORE THE HONORABLE BRENDAN L. SHANNON, UNITED STATES BANKRUPTCY JUDGE, IN THE UNITED STATES BANKRUPTCY COURT FOR THE**

¹ The Remaining Debtors and the last four digits of their respective federal tax identification numbers are as follows: Woodbridge Group of Companies, LLC (3603) and Woodbridge Mortgage Investment Fund 1, LLC (0172). The Remaining Debtors' mailing address is 14140 Ventura Boulevard #302, Sherman Oaks, California 91423.

² In accordance with Local Rule 3007-2, the Trust has served the parties that, as of the filing of this Notice, have requested notices on and after the Effective Date, with this Notice and the Exhibits to the Objection.

³ Capitalized terms used but not otherwise defined in this Notice shall have the meanings ascribed to such terms in the Objection.

DISTRICT OF DELAWARE, 824 N. MARKET STREET, 6TH FLOOR, COURTROOM NO. 1,
WILMINGTON, DE 19801.

**PLEASE TAKE FURTHER NOTICE THAT IF YOU FAIL TO TIMELY FILE
AND SERVE A RESPONSE IN ACCORDANCE WITH THE ABOVE REQUIREMENTS,
YOU WILL BE DEEMED TO HAVE CONCURRED WITH AND CONSENTED TO THE
OBJECTION AND THE RELIEF REQUESTED THEREIN, AND THE TRUST WILL
PRESENT TO THE COURT, WITHOUT FURTHER NOTICE TO YOU, THE PROPOSED
ORDER SUSTAINING THE OBJECTION.**

Dated: January 9, 2020
Wilmington, Delaware

PACHULSKI STANG ZIEHL & JONES LLP

/s/ Colin R. Robinson

Richard M. Pachulski (CA Bar No. 90073)

Andrew W. Caine (CA Bar No. 110345)

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Counsel to the Woodbridge Liquidation Trust

EXHIBIT A

Proposed Order

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

In re:

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

Remaining Debtors.

Chapter 11

Case No. 17-12560 (BLS)

(Jointly Administered)

Re Docket No:

**ORDER (I) SUSTAINING TRUST’S OBJECTION TO
PROOF OF CLAIM NO. 2046 ASSERTED BY GRANT A. MACLEAN ROTH IRA
AND (II) WAIVING, TO THE EXTENT APPLICABLE, LOCAL RULE 3007-1(f)(iii)**

Upon the objection (the “Objection”)² filed by the Woodbridge Liquidation Trust (the “Trust”), formed pursuant to the confirmed and effective *First Amended Joint Chapter 11 Plan of Liquidation of Woodbridge Group of Companies, LLC and its Affiliated Debtors* [D.I. 2397] (the “Plan”) in the jointly-administered chapter 11 bankruptcy cases (the “Chapter 11 Cases”) of Woodbridge Group of Companies, LLC and its affiliated debtors and debtors in possession (collectively, the “Debtors”), seeking entry of an order, pursuant to section 502(b) of the Bankruptcy Code, Bankruptcy Rules 3001, 3003, and 3007, and Local Rules 3007-1 and 3007-2, (i) disallowing and expunging Claim No. 2046 (the “Disputed Claim”) asserted by Grant A. MacLean Roth IRA (“Claimant”), (ii) directing the Claims Agent to reflect the foregoing modifications in the Claims Register, and (iii) waiving Local Rule 3007-1(f)(iii) to the extent such rule may otherwise bar the assertion of any subsequent substantive objection (if any) to the

¹ The Remaining Debtors and the last four digits of their respective federal tax identification numbers are as follows: Woodbridge Group of Companies, LLC (3603) and Woodbridge Mortgage Investment Fund 1, LLC (0172). The Remaining Debtors’ mailing address is 14140 Ventura Boulevard #302, Sherman Oaks, California 91423.

² Capitalized terms used but not otherwise defined herein shall have the meaning ascribed to such terms in the Objection.

Disputed Claim; and upon consideration of the record of these Chapter 11 Cases and the Jeremiassen Declaration; and it appearing that the Court has jurisdiction to consider the Objection in accordance with 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 it appearing that the Objection is a core matter pursuant to 28 U.S.C. § 157(b)(2) and that the Court may enter a final order consistent with Article III of the United States Constitution; and it appearing that venue of these Cases and of the Objection is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and it appearing that due and adequate notice of the Objection has been given under the circumstances and that no other or further notice need be given; and after due deliberation, and good and sufficient cause appearing therefor, it is hereby

ORDERED, ADJUDGED, and DECREED THAT:

1. The Objection is SUSTAINED as set forth herein.
2. The Disputed Claim is disallowed and expunged in its entirety.
3. The Claims Agent is directed to modify the Claims Register to comport with the relief granted by this Order.
4. For the avoidance of doubt and to the extent applicable, Local Rule 3007-1(f)(iii) is hereby deemed waived with respect to the relief requested in the Objection and granted by this Order.
5. Nothing in this Order shall be deemed (i) an admission as to the validity of any claim, (ii) a waiver of the Trust's rights to dispute any claim on any grounds, (iii) a promise or requirement to pay any claim, (iv) an implication or admission that any claim is of a type referenced or defined in the Objection, (v) an implication or admission that any contract or lease is executory or unexpired, as applicable, (vi) a waiver or limitation of any of the Trust's rights

under the Bankruptcy Code or applicable law, (vii) a request or authorization to assume or reject any agreement under Bankruptcy Code section 365, (viii) a waiver of any party's rights to assert that any other party is in breach or default of any agreement, or (ix) an implication or admission that any contract or lease is integrated with any other contract or lease.

6. Notwithstanding any applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, or the Local Rules, this Order shall be effective immediately upon its entry.

7. The Trust is authorized to take all actions necessary or appropriate to effectuate the relief granted pursuant to this Order in accordance with the Objection.

8. This Court shall retain jurisdiction and power with respect to all matters arising from or related to the implementation or interpretation of this Order.

EXHIBIT B

Jeremiassen Declaration

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

In re:

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

Remaining Debtors.

Chapter 11

Case No. 17-12560 (BLS)

(Jointly Administered)

**DECLARATION OF THOMAS P. JEREMIASSEN IN SUPPORT OF TRUST'S
OBJECTION TO CLAIM NO. 2046 ASSERTED BY GRANT A. MACLEAN ROTH IRA**

I, Thomas P. Jeremiassen, hereby declare under penalty of perjury, pursuant to section 1746 of title 28 of the United States Code, as follows:

1. I am a Senior Managing Director of Development Specialists, Inc. ("DSI"), located at 333 S. Grand Avenue Suite 4100, Los Angeles, California 90071. Following the "Effective Date" of the *First Amended Joint Chapter 11 Plan of Liquidation of Woodbridge Group of Companies, LLC and Its Affiliated Debtors* (the "Plan"), DSI has been engaged to provide forensic accounting and financial advisory services to the Woodbridge Wind-Down Entity LLC (the "Wind-Down Entity") and the Woodbridge Liquidation Trust (the "Trust").

2. Prior to the "Effective Date" of the Plan, I supported the Chief Restructuring Officer of WGC Independent Manager LLC, a Delaware limited liability company ("WGC Independent Manager"), which was the sole manager of debtor Woodbridge Group of Companies, LLC, a Delaware limited liability company and an affiliate of each of the entities

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that were debtors and debtors in possession (each, a “Debtor” and collectively, the “Debtors”) in the above-captioned jointly administered chapter 11 cases (the “Chapter 11 Cases”).

3. On February 13, 2018, the Court entered an order authorizing the Debtors to retain and employ DSI as their restructuring advisor. In such capacity, I became familiar with the day-to-day operations and financial affairs of the Debtors. I was one of the individuals responsible for implementing the Debtors’ wind-down and liquidation strategies and overseeing the Debtors’ financial and operational affairs. I have been consistently involved in or am familiar with the Debtors’ wind-down activities and development of the Plan.

4. I have reviewed and am generally familiar with the Objection and the Disputed Claim that is the subject thereof. Based on that review, the information contained in the Objection is true and correct to the best of my knowledge and belief.

5. Here, the liability asserted by the Disputed Claim arises from the Claimant’s former investment of funds with the Debtors. The Claimant executed that certain *Promissory Note*, dated December 29, 2016, and the related *Loan Agreement*, dated December 29, 2016 (collectively the “Former Note”), in order to lend Woodbridge Mortgage Investment Fund 3A, LLC (“Fund 3A”) the sum of \$24,000.00 at 7.5% interest. In connection therewith, the Claimant tendered to the Debtors a check in the amount of \$24,000.00. Thereafter, the Debtors’ books and records reflect that (i) the Debtors made prepetition distributions (*i.e.*, putative interest payments) on account of the Former Note to the Claimant from February 1, 2017 through November 2, 2017 in the amount of \$1,490.00 in the aggregate and (ii) on November 22, 2017, the Debtors repaid the Claimant’s principal on account of the Former Note in the amount of \$24,000.00 in the aggregate.

6. Attached to the Objection as **Exhibit D** is a true and correct repayment schedule showing all the prepetition distributions paid to the Claimant on account of the Former Note. As the repayment schedule reflects, the Debtors repaid the Claimant in full for the principal amount of the Former Note plus the putative interest set forth in the Former Note. Accordingly, the Claimant executed that certain *Release of Assignment and Collateral Assignment*, dated November 10, 2017 (the “Release”) in respect of the Former Note. The Former Note is the only investment with the Claimant that is reflected in the Debtors’ books and records.

7. The Claimant erroneously filed the Disputed Claim against Debtor WGC, when in fact the Claimant is not owed any money from any of the Debtors and has no “right to payment.” The Claimant previously invested \$24,000.00 with Fund 3A pursuant to the Former Note, however, the Debtors already repaid the Claimant in full on account of the Former Note and the Claimant therefore executed the Release acknowledging that repayment and releasing and discharging the Former Note. Because the Claimant actually has no claim, the Debtors are not liable to the Claimant for the Disputed Claim.

8. Accordingly, as requested in the Objection, the Disputed Claim should be disallowed and expunged in its entirety.

9. Attached to the Objection as **Exhibit E** is a true and correct copy of the Release.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge, information, and belief.

Dated: January 9, 2020

/s/ Thomas P. Jeremiassen

Thomas P. Jeremiassen

EXHIBIT C

Disputed Claim

Name of Debtor:	Case No.
Woodbridge Group of Companies, LLC, et al. Case No. 17-12560	



FILED - 02046
DISTRICT OF DELAWARE
WOODBIDGE GROUP OF COMPANIES, LLC
17-12560/JUDGE KEVIN J. CAREY

Official Form 410

Proof of Claim

04/16

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

1. Who is the current creditor?	Grant A. MacLean Roth IRA Name of the current creditor (the person or entity to be paid for this claim) Other names the creditor used with the debtor	
2. Has this claim been acquired from someone else?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom?	
3. Where should notices and payments to the creditor be sent? Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	Where should notices to the creditor be sent? Grant A. MacLean Name 307 Helen Drive Number Street Lindale TX 75771 City State ZIP Code Contact phone 903-343-2684 Contact email macleangnz@gmail.com Uniform claim identifier for electronic payments in chapter 13 (if you use one):	Where should payments to the creditor be sent? (if different) Name Number Street City State ZIP Code Contact phone Contact email
4. Does this claim amend one already filed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known)	Filed on MM / DD / YYYY
5. Do you know if anyone else has filed a proof of claim for this claim?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing?	

Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: _____
7. How much is the claim?	\$ <u>24,000</u> Does this amount include interest or other charges? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).
8. What is the basis of the claim?	Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card. Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c). Limit disclosing information that is entitled to privacy, such as health care information. <u>Loan Agreement</u>
9. Is all or part of the claim secured?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. The claim is secured by a lien on property. Nature of property: <input checked="" type="checkbox"/> Real estate. If the claim is secured by the debtor's principal residence, file a <i>Mortgage Proof of Claim Attachment</i> (Official Form 410-A) with this <i>Proof of Claim</i> . <input type="checkbox"/> Motor vehicle <input type="checkbox"/> Other. Describe: _____ Basis for perfection: <u>Loan Agreement</u> Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.) Value of property: \$ <u>4,987,500</u> Amount of the claim that is secured: \$ <u>24,000</u> Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amounts should match the amount in line 7.) Amount necessary to cure any default as of the date of the petition: \$ <u>24,000</u> Annual Interest Rate (when case was filed) <u>7.5</u> % <input type="checkbox"/> Fixed <input type="checkbox"/> Variable
10. Is this claim based on a lease?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Amount necessary to cure any default as of the date of the petition. \$ _____
11. Is this claim subject to a right of setoff?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Identify the property: _____

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

☒ No

☐ Yes. Check one:

- ☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).
- ☐ Up to \$2,850* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).
- ☐ Wages, salaries, or commissions (up to \$12,850*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).
- ☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).
- ☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).
- ☐ Other. Specify subsection of 11 U.S.C. § 507(a)() that applies.

Amount entitled to priority

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

* Amounts are subject to adjustment on 4/01/19 and every 3 years after that for cases begun on or after the date of adjustment.

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

- ☒ I am the creditor.
- ☐ I am the creditor's attorney or authorized agent.
- ☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.
- ☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 03/31/2018

MM / DD / YYYY

Signature

Print the name of the person who is completing and signing this claim:

Name Grant Alexander MacLean

First name Middle name Last name

Title _____

Company _____

Identify the corporate servicer as the company if the authorized agent is a servicer.

Address 307 Helen Drive

Number Street

Lindale TX 75771

City State ZIP Code

Contact phone 903-343-2684 Email macleangnz@gmail.com

Grant A. MacClean
307 Helen Dr.
Lindale, TX 75771

CERTIFIED MAIL®



7016 0600 0000 8207 7321



1000



43017

U.S. POSTAGE
PAID
LINDALE, TX
75771
APR 09, 18
AMOUNT

\$3.95
R2304M115138-06

Woodbridge Group of Companies, LLC

c/o GCCG

P.O. Box 10545

DUBLIN, OHIO

43017-0208

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT
OF THE RETURN ADDRESS, FOLD AT DOTTED LINE

EXHIBIT D

Repayment Schedule

Woodbridge Mortgage Investment Fund 3A, LLC**Transaction History****Investor: PROV. TR GP-FBO GRANT A MACLEAN ROTH IRA**

<u>Date</u>	<u>Principal</u>	<u>Interest</u>
01/03/17	\$24,000.00	
01/17/17		(\$140.00)
02/14/17		(150.00)
03/21/17		(150.00)
04/18/17		(150.00)
05/16/17		(150.00)
06/20/17		(150.00)
07/18/17		(150.00)
08/22/17		(150.00)
09/19/17		(150.00)
10/17/17		(150.00)
11/17/17	(24,000.00)	
Totals	<u>\$0.00</u>	<u>(\$1,490.00)</u>

EXHIBIT E

Release

Property ID : hazeltine Avenue - Sherman Oaks,
CA
Principal : \$24,000.00
Int. Rate : 7.50%

CANCELLATION OF PROMISSORY NOTE AND LOAN AGREEMENT

This Cancellation of Promissory Note and Loan Agreement (this "Agreement") is entered into as of this 17th day of November, 2017, by and among **WOODBIDGE MORTGAGE INVESTMENT FUND 3A, LLC**, a Delaware limited liability company having an address of 14225 Ventura Boulevard, Suite 100, Sherman Oaks, California, its successors and assigns (herein, "Borrower"), and **PROVIDENT TRUST GROUP, LLC FBO GRANT A. MACLEAN ROTH IRA**, an entity having an address of Attn: Lockbox Department, P.O. Box 4330, Ontario, California 91761 (herein, "Lender").

RECITALS

WHEREAS, Borrower executed that certain Promissory Note dated December 29, 2016, in the original principal amount of Twenty-Four Thousand and 00/100 Dollars (\$24,000.00) payable to the order of Lender (the "Note");

WHEREAS, in connection with the execution of the Note, Borrower and Lender entered into that certain Loan Agreement dated December 29, 2016;

WHEREAS, Borrower has fully paid, performed, and satisfied its obligation under the Note and the Loan Agreement;

WHEREAS, the parties hereto agree that there are no obligations outstanding among the parties whatsoever relating to the Note and the Loan Agreement; and

NOW, THEREFORE, based on the foregoing under the conditions stated below, the parties hereto desire to cancel the Note and to cancel the Loan Agreement.

AGREEMENT

The Note and the Loan Agreement are hereby terminated and canceled and are of no further force and effect. Lender hereby agrees promptly to return the original Note to Borrower.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

LENDER:

**PROVIDENT TRUST GROUP, LLC
FBO GRANT A. MACLEAN ROTH IRA**

By: _____

Name:

Title:


GRANT A. MACLEAN

BORROWER:

**WOODBIDGE MORTGAGE
INVESTMENT FUND 3A, LLC**

By:  _____

Robert Reed

Its Authorized Representative

Property ID : Hazeltine Avenue - Sherman Oaks,
CA
Principal : \$24,000.00
Int. Rate : 7.50%

CANCELLATION OF PROMISSORY NOTE AND LOAN AGREEMENT

This Cancellation of Promissory Note and Loan Agreement (this "Agreement") is entered into as of this 17th day of November, 2017, by and among **WOODBIDGE MORTGAGE INVESTMENT FUND 3A, LLC**, a Delaware limited liability company having an address of 14225 Ventura Boulevard, Suite 100, Sherman Oaks, California, its successors and assigns (herein, "Borrower"), and **PROVIDENT TRUST GROUP, LLC FBO GRANT A. MACLEAN ROTH IRA**, an entity having an address of Attn: Lockbox Department, P.O. Box 4330, Ontario, California 91761 (herein, "Lender").

RECITALS

WHEREAS, Borrower executed that certain Promissory Note dated December 29, 2016, in the original principal amount of Twenty-Four Thousand and 00/100 Dollars (\$24,000.00) payable to the order of Lender (the "Note");

WHEREAS, in connection with the execution of the Note, Borrower and Lender entered into that certain Loan Agreement dated December 29, 2016;

WHEREAS, Borrower has fully paid, performed, and satisfied its obligation under the Note and the Loan Agreement;

WHEREAS, the parties hereto agree that there are no obligations outstanding among the parties whatsoever relating to the Note and the Loan Agreement; and

NOW, THEREFORE, based on the foregoing under the conditions stated below, the parties hereto desire to cancel the Note and to cancel the Loan Agreement.

AGREEMENT

The Note and the Loan Agreement are hereby terminated and canceled and are of no further force and effect. Lender hereby agrees promptly to return the original Note to Borrower.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

LENDER:

**PROVIDENT TRUST GROUP, LLC
FBO GRANT A. MACLEAN ROTH IRA**

By: 

Name: **Francesca Po**
Title: **Authorized Signer**


GRANT A. MACLEAN

BORROWER:

**WOODBIDGE MORTGAGE
INVESTMENT FUND 3A, LLC**

By: 

Robert Reed
Its Authorized Representative

RELEASE OF ASSIGNMENT AND COLLATERAL ASSIGNMENT

(RELATING TO PROPERTY LOCATED AT 4540 HAZELTINE AVENUE, SHERMAN OAKS, CALIFORNIA 91423)

KNOW ALL MEN BY THESE PRESENTS, that PROVIDENT TRUST GROUP, LLC FBO GRANT A. MACLEAN ROTH IRA, an entity with an address of Attn: Lockbox Department, P.O. Box 4330, Ontario, California 91761, its successors and assigns ("Lender") DOES HEREBY CERTIFY that the indebtedness and all obligations evidenced by the following identified Promissory Note, Assignment of Promissory Note and Mortgage, and Collateral Assignment of Note, Mortgage and Other Loan Documents, have been fully paid, performed, satisfied, and does hereby consent and direct that the same be released and forever discharged:

1. That certain Promissory Note dated December 29, 2016, in the original principal amount of Twenty-Four Thousand and 00/100 Dollars (\$24,000.00) made by Woodbridge Mortgage Investment Fund 3A, LLC, a Delaware limited liability company having an address of 14225 Ventura Boulevard, Suite 100, Sherman Oaks, California ("Woodbridge"), payable to the order of Lender;
2. That certain Assignment of Promissory Note and Mortgage effective as of December 30, 2016, by Woodbridge in favor of Lender (the "Assignment"); and
3. That certain Collateral Assignment of Note, Mortgage and Other Loan Documents effective as of December 30, 2016, by Woodbridge in favor of Lender, with respect to:
 - a. That certain Deed of Trust by Frog Rock Investments, LLC dated December 30, 2016, in favor of Woodbridge Mortgage Investment Fund 3A, LLC, encumbering certain real and personal property described therein.
 - b. That certain Promissory Note in the original principal amount of Four Million Nine Hundred Eighty-Seven Thousand Five Hundred and 00/100 Dollars (\$4,987,500.00), dated December 30, 2016, made by Frog Rock Investments, LLC and payable to the order of Woodbridge Mortgage Investment Fund 3A, LLC.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed as of this 13th day of November, 2017.

**PROVIDENT TRUST GROUP, LLC
FBO GRANT A. MACLEAN ROTH IRA**

By: _____

Name:

Title:


GRANT A. MACLEAN

RELEASE OF ASSIGNMENT AND COLLATERAL ASSIGNMENT

(RELATING TO PROPERTY LOCATED AT 4540 HAZELTINE AVENUE, SHERMAN OAKS, CALIFORNIA 91423)

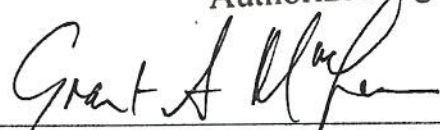
KNOW ALL MEN BY THESE PRESENTS, that PROVIDENT TRUST GROUP, LLC FBO GRANT A. MACLEAN ROTH IRA, an entity with an address of Attn: Lockbox Department, P.O. Box 4330, Ontario, California 91761, its successors and assigns ("Lender") **DOES HEREBY CERTIFY** that the indebtedness and all obligations evidenced by the following identified Promissory Note, Assignment of Promissory Note and Mortgage, and Collateral Assignment of Note, Mortgage and Other Loan Documents, have been fully paid, performed, satisfied, and does hereby consent and direct that the same be released and forever discharged:

1. That certain Promissory Note dated December 29, 2016, in the original principal amount of Twenty-Four Thousand and 00/100 Dollars (\$24,000.00) made by Woodbridge Mortgage Investment Fund 3A, LLC, a Delaware limited liability company having an address of 14225 Ventura Boulevard, Suite 100, Sherman Oaks, California ("Woodbridge"), payable to the order of Lender;
2. That certain Assignment of Promissory Note and Mortgage effective as of December 30, 2016, by Woodbridge in favor of Lender (the "Assignment"); and
3. That certain Collateral Assignment of Note, Mortgage and Other Loan Documents effective as of December 30, 2016, by Woodbridge in favor of Lender, with respect to:
 - a. That certain Deed of Trust by Frog Rock Investments, LLC dated December 30, 2016, in favor of Woodbridge Mortgage Investment Fund 3A, LLC, encumbering certain real and personal property described therein.
 - b. That certain Promissory Note in the original principal amount of Four Million Nine Hundred Eighty-Seven Thousand Five Hundred and 00/100 Dollars (\$4,987,500.00), dated December 30, 2016, made by Frog Rock Investments, LLC and payable to the order of Woodbridge Mortgage Investment Fund 3A, LLC.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed as of this 13th day of November, 2017.

PROVIDENT TRUST GROUP, LLC
FBO GRANT A. MACLEAN ROTH IRA

By: 
Name: Rachel Gorman
Title: Authorized Signer


GRANT A. MACLEAN

Prepared by, and after recording,
return to:

Robert Reed, Esq.
WOODBIDGE MORTGAGE
INVESTMENT FUND 3A, LLC
54 Hartford Turnpike
Tolland, Connecticut 06084

Property Address:
4540 Hazeltine Avenue
Sherman Oaks, California 91423

This space for Recorder's use

**RELEASE OF COLLATERAL ASSIGNMENT OF NOTE,
MORTGAGE, AND OTHER LOAN DOCUMENTS**

KNOW ALL MEN BY THESE PRESENTS, that **PROVIDENT TRUST GROUP, LLC FBO GRANT A. MACLEAN ROTH IRA**, an entity with an address of Attn: Lockbox Department, P.O. Box 4330, Ontario, California 91761, its successors and assigns (the "Collateral Assignee") is the owner and holder of that certain COLLATERAL ASSIGNMENT OF NOTE, MORTGAGE, AND OTHER LOAN DOCUMENTS, (the "Collateral Assignment"), effective as of December 30, 2016 made and given by **WOODBIDGE MORTGAGE INVESTMENT FUND 3A, LLC**, a Delaware limited liability company having an address of 14225 Ventura Boulevard, Suite 100, Sherman Oaks, California 91423 (the "Collateral Assignor") in favor of Collateral Assignee, with respect to:

1. That certain Deed of Trust by Frog Rock Investments, LLC, dated December 30, 2016, in favor of Woodbridge Mortgage Investment Fund 3A, LLC, encumbering certain real and personal property described therein. Recorded on December 30, 2016 as Instrument No. 20161668291.
2. That certain Promissory Note in the original principal amount of Four Million Nine Hundred Eighty-Seven Thousand Five Hundred and 00/100 Dollars (\$4,987,500.00), dated December 30, 2016, made by Frog Rock Investments, LLC and payable to the order of Woodbridge Mortgage Investment Fund 3A, LLC.

NOW, in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, the Collateral Assignee does hereby grant and release unto the Collateral Assignor, its successors and assigns, any lien or interest that the Collateral Assignee may have under the Collateral Assignment in and to (i) the Note, Mortgage, and Other Loan Documents described therein and (ii) the premises described in **SCHEDULE A** hereto; and does hereby release the Collateral Assignment.

IN WITNESS WHEREOF, the undersigned have caused this Release of Collateral Assignment of Note, Mortgage and Other Loan Documents to be executed on this 27th day of November, 2017.

COLLATERAL ASSIGNEE:

PROVIDENT TRUST GROUP, LLC
FBO GRANT A. MACLEAN ROTH IRA

By: _____

Name: _____

Title: _____



GRANT A. MACLEAN

COLLATERAL ASSIGNOR:

WOODBIDGE MORTGAGE
INVESTMENT FUND 3A, LLC

By: _____

Robert Reed

Its Authorized Representative

Prepared by, and after recording,
return to:

Robert Reed, Esq.
WOODBIDGE MORTGAGE
INVESTMENT FUND 3A, LLC
54 Hartford Turnpike
Tolland, Connecticut 06084

Property Address:
4540 Hazeltime Avenue
Sherman Oaks, California 91423

This space for Recorder's use

**RELEASE OF COLLATERAL ASSIGNMENT OF NOTE,
MORTGAGE, AND OTHER LOAN DOCUMENTS**

KNOW ALL MEN BY THESE PRESENTS, that **PROVIDENT TRUST GROUP, LLC FBO GRANT A. MACLEAN ROTH IRA**, an entity with an address of Attn: Lockbox Department, P.O. Box 4330, Ontario, California 91761, its successors and assigns (the "Collateral Assignee") is the owner and holder of that certain COLLATERAL ASSIGNMENT OF NOTE, MORTGAGE, AND OTHER LOAN DOCUMENTS, (the "Collateral Assignment"), effective as of December 30, 2016 made and given by **WOODBIDGE MORTGAGE INVESTMENT FUND 3A, LLC**, a Delaware limited liability company having an address of 14225 Ventura Boulevard, Suite 100, Sherman Oaks, California 91423 (the "Collateral Assignor") in favor of Collateral Assignee, with respect to:


1. That certain Deed of Trust by Frog Rock Investments, LLC, dated December 30, 2016, in favor of Woodbridge Mortgage Investment Fund 3A, LLC, encumbering certain real and personal property described therein. Recorded on December 30, 2016 as Instrument No. 20161668291.
2. That certain Promissory Note in the original principal amount of Four Million Nine Hundred Eighty-Seven Thousand Five Hundred and 00/100 Dollars (\$4,987,500.00), dated December 30, 2016, made by Frog Rock Investments, LLC and payable to the order of Woodbridge Mortgage Investment Fund 3A, LLC.

NOW, in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, the Collateral Assignee does hereby grant and release unto the Collateral Assignor, its successors and assigns, any lien or interest that the Collateral Assignee may have under the Collateral Assignment in and to (i) the Note, Mortgage, and Other Loan Documents described therein and (ii) the premises described in **SCHEDULE A** hereto; and does hereby release the Collateral Assignment.

IN WITNESS WHEREOF, the undersigned have caused this Release of Collateral Assignment of Note, Mortgage and Other Loan Documents to be executed on this 27th day of November, 2017.

COLLATERAL ASSIGNEE:

**PROVIDENT TRUST GROUP, LLC
FBO GRANT A. MACLEAN ROTH IRA**

By: 
Name: Rachel Gorman
Title: Authorized Signer

GRANT A. MACLEAN

COLLATERAL ASSIGNOR:

**WOODBIDGE MORTGAGE
INVESTMENT FUND 3A, LLC**

By: 
Robert Reed
Its Authorized Representative

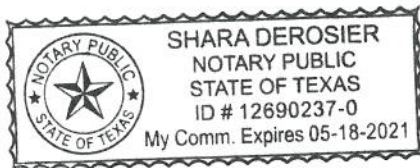
STATE OF)
)
) ss.
 COUNTY OF)

On this _____ day of _____, 20__, before me, the undersigned notary public, personally appeared _____ on behalf of PROVIDENT TRUST GROUP, LLC FBO GRANT A. MACLEAN ROTH IRA to me known and known by me to be the individual that executed the within and foregoing RELEASE OF COLLATERAL ASSIGNMENT OF NOTE, MORTGAGE, AND OTHER LOAN DOCUMENTS on their own behalf, and acknowledged said instrument and the execution thereof, to be their free act and deed.

 Notary Public
 Name: _____
 My Commission Expires: _____
 (SEAL)

STATE OF Texas)
)
) ss.
 COUNTY OF Smith)

On this 10 day of November, 2017 before me, the undersigned notary public, personally appeared GRANT A. MACLEAN to me known and known by me to be the individual that executed the within and foregoing RELEASE OF COLLATERAL ASSIGNMENT OF NOTE, MORTGAGE, AND OTHER LOAN DOCUMENTS on their own behalf, and acknowledged said instrument and the execution thereof, to be their free act and deed.



[Signature]
 Notary Public
 Name: Shara Derosier
 My Commission Expires: 05-18-2021
 (SEAL)

STATE OF CONNECTICUT)
)
) ss. Tolland
 COUNTY OF TOLLAND)

On this 27th day of November, 2017, before me, the undersigned notary public, personally appeared Robert Reed, Authorized Representative of WOODBRIDGE MORTGAGE INVESTMENT FUND 3A, LLC, to me known and known by me to be the authorized signatory of said company that executed the within and foregoing RELEASE OF COLLATERAL ASSIGNMENT OF NOTE, MORTGAGE, AND OTHER LOAN DOCUMENTS on behalf of said company, and acknowledged said instrument and the execution thereof, to be his free act and deed as such authorized signatory and the free act and deed of said company.



Notary Public Kathy I. Derench

KATHY I. DERENCH
NOTARY PUBLIC
TOLLAND COUNTY
 MY COMMISSION EXPIRES MAR. 31, 2022

STATE OF Nevada)
COUNTY OF Clark) ss.

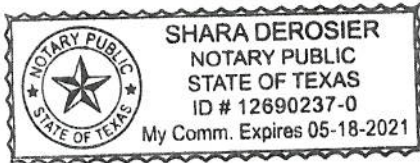
On this 13th day of November, 2017, before me, the undersigned notary public, personally appeared Rachel Gorman on behalf of PROVIDENT TRUST GROUP, LLC FBO GRANT A. MACLEAN ROTH IRA to me known and known by me to be the individual that executed the within and foregoing RELEASE OF COLLATERAL ASSIGNMENT OF NOTE, MORTGAGE, AND OTHER LOAN DOCUMENTS on their own behalf, and acknowledged said instrument and the execution thereof, to be their free act and deed.



Michelle Lasher
Notary Public
Name: Michelle Lasher
My Commission Expires: 9/30/2021
(SEAL)

STATE OF Texas)
COUNTY OF Smith) ss.

On this 10 day of November, 2017, before me, the undersigned notary public, personally appeared GRANT A. MACLEAN to me known and known by me to be the individual that executed the within and foregoing RELEASE OF COLLATERAL ASSIGNMENT OF NOTE, MORTGAGE, AND OTHER LOAN DOCUMENTS on their own behalf, and acknowledged said instrument and the execution thereof, to be their free act and deed.



Shara Derosier
Notary Public
Name: Shara Derosier
My Commission Expires: 05-18-2021
(SEAL)

STATE OF CONNECTICUT)
COUNTY OF TOLLAND) ss. Tolland

On this 27th day of November, 2017, before me, the undersigned notary public, personally appeared Robert Reed, Authorized Representative of WOODBRIDGE MORTGAGE INVESTMENT FUND 3A, LLC, to me known and known by me to be the authorized signatory of said company that executed the within and foregoing RELEASE OF COLLATERAL ASSIGNMENT OF NOTE, MORTGAGE, AND OTHER LOAN DOCUMENTS on behalf of said company, and acknowledged said instrument and the execution thereof, to be his free act and deed as such authorized signatory and the free act and deed of said company.



Notary Public Kathy I. Derench

KATHY I. DERENCH
NOTARY PUBLIC
TOLLAND COUNTY
MY COMMISSION EXPIRES MAR. 31, 2022

SCHEDULE A

LEGAL DESCRIPTION

All that certain real property situated in the County of Los Angeles, State of California, described as follows:

Lots 288 and 289 of Tract No. 6630, in the City of Los Angeles, County of Los Angeles, State of California, as per map recorded in Book 74 Page 44 of Maps, in the Office of the County Recorder of said County.

Except all minerals, coals, oils, petroleum and kindred substances and mineral gas under or in said Lot 288.

Property Address: 4540 Hazeltine Avenue, Sherman Oaks, CA