

**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: March 8, 2018, at 1:00 p.m. (ET)

Obj. Deadline: February 16, 2018, at 4:00 p.m. (ET)

**DEBTORS' MOTION FOR AN ORDER PURSUANT TO 11 U.S.C. §§ 105 AND 363
AUTHORIZING THE DEBTORS TO RETAIN ELECTRONIC DISCOVERY
LITIGATION SUPPORT PROVIDER *NUNC PRO TUNC*
AS OF DECEMBER 24, 2017**

The above-captioned debtors and debtors in possession (collectively, the “Debtors”) hereby move (the “Motion”) pursuant to sections 105 and 363 of title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (the “Bankruptcy Code”) for the entry of an order, substantially in the form attached hereto as Exhibit A (the “Proposed Order”), authorizing the Debtors to retain Navigant Consulting, Inc. (“Navigant”) to provide electronic discovery (“eDiscovery”) assistance in connection with their chapter 11 cases (the “Chapter 11 Cases”) and to pay Navigant’s fees and expenses in accordance with the engagement letter between the Debtors and Navigant, a copy of which is attached hereto as Exhibit B (the “Engagement Letter”). In support of this Motion the Debtors respectfully state as follows:

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 undersigned counsel for the Debtors.

JURISDICTION AND VENUE

1. The Court has jurisdiction over this matter pursuant to 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 as of February 29, 2012. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2), and the Debtors consent 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”) 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.

2. Venue is proper in this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

3. The statutory predicates for the relief requested herein are sections 105 and 363 of the Bankruptcy Code.

BACKGROUND

A. General Background

4. On December 4, 2017 (the “Petition Date”), each of the Debtors commenced with this Court a voluntary case under chapter 11 of the Bankruptcy Code.

5. Each Debtor is authorized to continue to operate its business and manage its properties as a debtor in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. The Chapter 11 Cases are being jointly administered for procedural purposes pursuant to Bankruptcy Rule 1015(b).

6. On December 14, 2017, the United States Trustee for the District of Delaware (the “U.S. Trustee”) appointed the official committee of unsecured creditors (the “Committee”) pursuant to section 1102 of the Bankruptcy Code [Docket No. 79].

7. On January 23, 2018, the Court held a hearing to resolve, among other matters, two motions to appoint a chapter 11 trustee, and entered an order approving the settlement reached between the Debtors and other parties in interest (the “Settlement Order”).² Attached as Exhibit 1 to the Settlement Order was a term sheet enumerating the terms of the settlement (the “Joint Resolution”). By the terms of the Joint Resolution, the Debtors’ board of managers was to be reconstituted as a three-person board (the “New Board”). Further, the Joint Resolution provided for the formation of an ad hoc noteholder group (the “Ad Hoc Noteholder Group”) and an ad hoc unitholder group (the “Ad Hoc Unitholder Group”).

8. Information regarding the Debtors’ history and business operations, capital structure and primary secured indebtedness, and the events leading up to the commencement of the Chapter 11 Cases can be found in the *Declaration of Lawrence R. Perkins in Support of the Debtors’ Chapter 11 Petitions and Requests for First Day Relief* [D.I. 12] (the “First Day Declaration”), which is incorporated herein by reference.³

² *Order, Pursuant to Sections 105(a) and 1102 of the Bankruptcy Code and Bankruptcy Rule 9019, Approving the Consensual Resolution of (A) Motion of the Ad Hoc Committee of Holders of Promissory Notes of Woodbridge Mortgage Investment Fund Entities and Affiliates Pursuant to Section 1102(a)(2) of the Bankruptcy Code Directing the Appointment of an Official Committee of Noteholders, (B) Emergency Motion of Official Committee of Unsecured Creditors for Entry of an Order Directing the Appointment of a Chapter 11 Trustee Pursuant to 11 U.S.C. § 1104, (C) Motion by the U.S. Securities and Exchange Commission for Order Directing the Appointment of a Chapter 11 Trustee, (D) Joinder of Additional Noteholders to Motion of the Ad Hoc Committee of Holders of Promissory Notes of Woodbridge Mortgage Investment Fund Entities and Affiliates Pursuant to Section 1102(a)(2) of The Bankruptcy Code Directing the Appointment of an Official Committee of Noteholders, and (E) Motion of the Ad Hoc Committee of Unitholders of Woodbridge Mortgage Investment Fund Entities Pursuant to 11 U.S.C. § 1102(a)(2) Directing Appointment of an Official Committee of Unitholders* [Docket No. 357].

³ Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the First Day Declaration.

B. The Debtors' Need for eDiscovery Assistance

9. Since the Petition Date, the Debtors have received a number of requests for the production of documents from various parties in interest, and responding to these document requests will require the Debtors and their professionals to collect, review, and assemble a substantial amount of information. The Debtors' business is a large and complex enterprise. Thus, the Debtors have a significant amount of email and other electronically-stored documents on multiple servers that will first need to be collected, and subsequently reviewed. Further, the Debtors may also have hard copy files that will need to be collected, converted to electronic format, and then processed for review. Therefore, although the Debtors are working diligently to respond to these document requests, they require assistance to ensure that they are able to timely honor their discovery-related obligations. Accordingly, the Debtors have determined, in the exercise of their business judgment, that they need specialized eDiscovery assistance, such that responsive documents can be collected as efficiently as possible and reviewed for potential production.

10. The Debtors believe that the retention of an eDiscovery litigation support provider falls within the purview of litigation-related expenses, is in the ordinary course, and accordingly does not require Court approval. However, given the Debtors' desire to maintain transparency during the Chapter 11 Cases, and out of an abundance of caution, the Debtors file this application to retain Navigant to assist them in connection with their eDiscovery efforts (the "eDiscovery Litigation Support Provider").

C. Navigant Engagement Letter

11. Navigant is a consulting firm that specializes in, among other things, collecting, organizing, and analyzing accounting, transactional, and financial data responsive to

investigative or litigation requests, with extensive experience in bankruptcy proceedings.

Accordingly, the Debtors believe that Navigant is well-qualified to serve as the eDiscovery Litigation Support Provider in connection with the Chapter 11 Cases.

12. On December 24, 2017, the Debtors agreed in principle to the terms of the Engagement Letter. Pursuant to the Engagement Letter, Navigant has agreed to provide eDiscovery-related services that may include data collection, early case assessment, data processing, data hosting, production preparation, and consulting (collectively the “Services”) in connection with the Chapter 11 Cases. Navigant will also provide document scanning services if mutually agreed by the Debtors and Navigant. The Engagement Letter provides that Navigant will be compensated on a time and materials basis and each Service conducted in the engagement will be billed at its standard cost as follows:

Service	Cost
Processing – Data In	\$50 per GB
Processing – Data Out	\$160 per GB
OCR	\$0.01 per page
Tiff Conversion	\$0.01 per page
Endorsing	\$0.01 per page
Analytics (e.g., including near Deduplication, email threading, etc.)	\$0.04 per document
Relativity Monthly Hosting	\$10 per GB per month
Relativity Monthly User Fees	\$60 per user per month
Tech Time	\$150 per hour
Review Support	\$325 per hour
Forensic Analysis	\$325 per hour
Expenses – Hard drives etc.	At cost
Travel Time	Waived
Travel Expenses	At cost

The Debtors also agreed to pay all reasonable out-of-pocket expenses for travel, hotels, and meals.

RELIEF REQUESTED

13. By this Motion, the Debtors seek the entry of an order (a) approving the retention of Navigant as eDiscovery Litigation Support Provider *nunc pro tunc* to December 24, 2017, which is the date on which Navigant began rendering Services to the Debtors; and (b) permitting the Debtors to pay the fees and expenses of Navigant in accordance with the terms of the Engagement Letter.

14. The Debtors originally intended to file the Motion on January 23, 2018, for the hearing scheduled for February 13, 2018. However, because the Debtors were actively implementing the Joint Resolution on January 23, 2018, the Debtors concluded that it was prudent to delay seeking the relief requested herein until the governance changes required by the Joint Resolution had been implemented. As the Court is aware, the Joint Resolution provided for, among other things, the reconstitution of the Debtors' board of managers. The New Board has now had the opportunity to appoint a CRO, Bradley Sharp, who has reviewed the Engagement Letter and has authorized the retention of Navigant and the filing of the Motion.

BASIS FOR RELIEF

15. In pertinent part, section 363(b) of the Bankruptcy Code provides that “[t]he trustee, after notice and a hearing, may use, sell, or lease, other than in the ordinary course of business, property of the estate.” 11 U.S.C. § 363(b). When interpreting section 363(b), courts within this district have held that transactions should be approved when, as here, they are supported by management's sound business judgment. *See, e.g., Dai-Ichi Kangyo Bank, Ltd., Chi. Branch v. Montgomery Ward Holding Corp. (In re Montgomery Ward Holding Corp.)*, 242 B.R. 147, 153 (Bankr. D. Del. 1999); *In re Del. & H.R. Co.*, 124 B.R. 169, 176 (Bankr. D. Del. 1991). Moreover, pursuant to section 105(a) of the Bankruptcy Code, a bankruptcy court “may

issue any order, process or judgment that is necessary or appropriate to carry out the provisions of [the Bankruptcy Code].” 11 U.S.C. § 105(a).

16. It is well established that courts are unwilling to interfere with corporate decisions absent a showing of bad faith, self-interest, or gross negligence, and will uphold a board’s decisions as long as they are attributable to “any rational business purpose.” *Unocal Corp. v. Mesa Petroleum Co.*, 493 A.2d 946, 954 (Del. 1985) (citing *Sinclair Oil Corp. v. Levien*, 280 A.2d 717, 720 (Del. 1971)). Whether or not there are sufficient business reasons to justify the use of assets of the estate depends upon the facts and circumstances of each case. *See Comm. of Equity Sec. Holders v. Lionel Corp. (In re Lionel Corp.)*, 722 F.2d 1063, 1071 (2d Cir. 1983).

17. The Debtors have ample justification to enter into the Engagement Letter and to pay the fees and expenses of Navigant pursuant to the Engagement Letter. First, Navigant is an industry leader in providing eDiscovery services to assist litigants in reducing the time, cost, and complexity of eDiscovery. Second, Navigant has been assisting the Debtors since December 24, and has already become familiar with the Debtors’ computer systems and technology infrastructure. Third, Navigant’s retention will ensure that the Debtors are able to timely comply with all of their eDiscovery obligations. Finally, Navigant’s expertise and established methods of electronic document collection will serve to reduce the time and expense that would be involved if the Debtors’ lawyers were instead required to handle all of the Debtors’ eDiscovery needs.

18. In the exercise of their business judgment, the Debtors believe that the fees and expenses provided for in the Engagement Letter are normal and customary for such Services, and that the payment of those fees and expenses is reasonable and appropriate. As discussed above,

Navigant has the requisite expertise and is qualified to serve as eDiscovery Litigation Support Provider in connection with the Chapter 11 Cases.

19. Navigant has not and will not provide any significant services that could be described as central to the administration of the Chapter 11 Cases. Indeed, the Debtors anticipate that the only material services that Navigant has provided or will provide will be eDiscovery in connection with the various requests for production of documents. As such, the Debtors respectfully submit that the retention of Navigant and the payment of Navigant's fees and expenses are proper under section 363 of the Bankruptcy Code.

20. Because the Debtors are not seeking to retain Navigant under section 327 of the Bankruptcy Code, it is not necessary for Navigant to be "disinterested" as that term is defined in section 101(14) of the Bankruptcy Code, as modified by section 1107(a) of the Bankruptcy Code. Nonetheless, the Debtors are not aware of any facts that would render Navigant not disinterested under section 101(14) of the Bankruptcy Code.

21. For the reasons set forth above, the Debtors submit that the retention of Navigant pursuant to the terms of the Engagement Letter, are in the best interests of the Debtors' estates and creditors and therefore should be approved.

NOTICE

22. Notice of this Motion will be provided to: (i) the U.S. Trustee; (ii) counsel to the DIP Lender; (iii) counsel to the Committee; (iv) counsel for the Ad Hoc Noteholder Group; (v) counsel for the Ad Hoc Unitholder Group; and (vi) 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.

CONCLUSION

WHEREFORE, the Debtors respectfully request that this Court enter an order, substantially in the form of the Order submitted concurrently herewith as Exhibit A, (i) authorizing the Debtors to retain Navigant as eDiscovery Litigation Support Provider *nunc pro tunc* to December 24, 2017; (ii) authorizing payment of compensation to Navigant in accordance with the Engagement Letter; and (iii) any such other and further relief as this Court deems just and proper.

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Dated: February 2, 2018
Wilmington, Delaware

/s/ Betsy L. Feldman
YOUNG CONAWAY STARGATT & TAYLOR,
LLP

Sean M. Beach (No. 4070)
Edmon L. Morton (No. 3856)
Ian J. Bambrick (No. 5455)
Betsy L. Feldman (No. 6410)
Rodney Square
1000 North King Street
Wilmington, Delaware 19801
Tel: (302) 571-6600
Fax: (302) 571-1253

-and-

GIBSON, DUNN & CRUTCHER LLP
Samuel A. Newman (*pro hac vice*)
Oscar Garza (*pro hac vice*)
Daniel B. Denny (*pro hac vice*)
333 South Grand Avenue
Los Angeles, California 90071
Tel: (213) 229-7000
Fax: (213) 229-7520

-and-

J. Eric Wise (*pro hac vice*)
Matthew K. Kelsey (*pro hac vice*)
Jennifer L. Conn (*pro hac vice*)
Matthew P. Porcelli (*pro hac vice*)
200 Park Avenue New York,
New York 10166
Tel: (212) 351-4000
Fax: (212) 351-4035

*Counsel for the Debtors
and Debtors in Possession*

**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: March 8, 2018, at 1:00 p.m. (ET)

Obj. Deadline: February 16, 2018, at 4:00 p.m. (ET)

NOTICE OF MOTION

TO: (I) THE U.S. TRUSTEE; (II) COUNSEL TO THE DIP LENDER; (III) COUNSEL TO THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS; (IV) COUNSEL FOR THE AD HOC NOTEHOLDER GROUP; (V) COUNSEL FOR THE AD HOC UNITHOLDER GROUP, AND (VI) ALL PARTIES THAT HAVE REQUESTED NOTICE IN THESE CHAPTER 11 CASES PURSUANT TO LOCAL RULE 2002-1.

PLEASE TAKE NOTICE that the above-captioned debtors and debtors in possession (collectively, the “Debtors”) have filed the attached *Debtors’ Motion for an Order pursuant to 11 U.S.C. §§ 105 and 363 Authorizing the Debtors to Retain Electronic Discovery Litigation Support Provider Nunc Pro Tunc as of December 24, 2017* (the “Motion”).

PLEASE TAKE FURTHER NOTICE that any objections to the Motion must be filed by **February 16, 2018** (the “Objection Deadline”) with the United States Bankruptcy Court for the District of Delaware, 3rd Floor, 824 Market Street, Wilmington, Delaware 19801. At the same time, you must serve a copy of any 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 ON THE MOTION WILL BE HELD ON MARCH 8, 2018, AT 1:00 p.m. (ET) BEFORE THE HONORABLE KEVIN J. CAREY IN THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE, 824 N. MARKET STREET, 5th FLOOR, COURTROOM NO. 5, WILMINGTON, DELAWARE 19801.

PLEASE TAKE FURTHER NOTICE THAT, IF NO OBJECTIONS TO THE MOTION ARE TIMELY FILED, SERVED, AND RECEIVED IN ACCORDANCE WITH

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THIS NOTICE, THEN THE COURT MAY GRANT THE RELIEF REQUESTED IN THE MOTION WITHOUT FURTHER NOTICE OR A HEARING.

Dated: February 2, 2018
Wilmington, Delaware

/s/ Betsy L. Feldman
YOUNG CONAWAY STARGATT & TAYLOR,
LLP
Sean M. Beach (No. 4070)
Edmon L. Morton (No. 3856)
Ian J. Bambrick (No. 5455)
Betsy L. Feldman (No. 6410)
Rodney Square
1000 North King Street
Wilmington, Delaware 19801
Tel: (302) 571-6600
Fax: (302) 571-1253

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Matthew P. Porcelli (*pro hac vice*)
200 Park Avenue New York,
New York 10166
Tel: (212) 351-4000
Fax: (212) 351-4035

Counsel for the Debtors and Debtors in Possession

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 11 U.S.C. §§ 105 AND 363 AUTHORIZING THE DEBTORS
TO RETAIN ELECTRONIC DISCOVERY LITIGATION SUPPORT
PROVIDER NUNC PRO TUNC AS OF DECEMBER 24, 2017**

Upon consideration of the motion (the “Motion”)² of the Debtors for entry of an order pursuant to sections 105 and 363 of the Bankruptcy Code authorizing the Debtors to pay fees and expenses of Navigant in connection with the Chapter 11 Cases; and this Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 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 this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and it appearing that venue of this proceeding and the Motion is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and adequate notice of the Motion and opportunity for objection having been given under the circumstances; and this Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein and that such relief is in the best interests of the Debtors, their estates, their

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

creditors, and all parties in interest; and any objections to the Motion having been withdrawn or overruled on the merits; and upon all of the proceedings had before this Court and after due deliberation and sufficient cause appearing therefor, it is hereby ORDERED that:

1. The Motion is granted as set forth herein.
2. The Debtors are hereby authorized to execute and enter into the Engagement Letter, which is hereby approved *nunc pro tunc* as of December 24, 2017.
3. The Debtors are hereby authorized and empowered to pay all fees and expenses set forth in the Engagement Letter.
4. The terms and conditions of this Order shall be immediately effective and enforceable upon its entry.
5. The Debtors are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Motion.
6. This 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

EXHIBIT B

ENGAGEMENT LETTER



February 1, 2018

Sam Newman
Gibson, Dunn & Crutcher LLP
Los Angeles Office
333 South Grand Avenue
Los Angeles, CA 90071-3197, USA

Re: Woodbridge Group of Companies, LLC

Dear Mr. Newman:

This letter, together with the attached Appendices, confirms the retention of Navigant Consulting, Inc. ("Navigant") effective as of December 24, 2017 by Gibson, Dunn & Crutcher LLP ("Law Firm") on behalf of its client, Woodbridge Group of Companies, LLC ("Client") to provide independent professional services in connection with the above referenced matter.

Scope and Delivery of Services

Navigant will provide eDiscovery related services that may include data collection, Early Case Assessment (ECA), data processing, data hosting (for the parties mentioned above), production preparation, and consulting (collectively the "Services"). Navigant will also provide document scanning services if mutually agreed by the parties to this agreement.

Client agrees to provide Navigant with timely access to information, locations and personnel reasonably necessary for the performance of the Services. Navigant's work product is to be used only in relation to the above matter and not for any other purpose without its written approval.

Navigant understands that all communications between Navigant and Law Firm or Client, either oral or written, as well as any materials or information developed or received by it pursuant to this Agreement, are intended to be made or prepared for purposes of assisting Law Firm in rendering legal advice to Client and thus are protected by applicable legal privileges. Therefore, all such communications will be treated by Navigant as confidential.

Drafts and irrelevant data are not a part of, and will not be recorded or maintained, in Navigant's final work product. Such documents may be appropriately discarded on a routine basis. Of course, circumstances may arise that require the retention of such drafts or other interim documents, including but not limited to subpoenas and court orders. Navigant understands that Client will provide it with any instructions regarding document retention or document production procedures that Client expects it to follow. Navigant also understands that it may be requested by Client to provide a declaration or testimony regarding its process and procedures. Navigant is prepared to do so at its standard rates. Client agrees that prior to the submission of any statement describing Navigant's experience, credentials, or the nature of its work (e.g., answers to interrogatories), Navigant will be provided a reasonable opportunity to review such statement for accuracy.

Navigant will not be auditing any financial statements or performing any attest procedures, nor will it provide legal advice, in the course of this engagement. Navigant's services are not designed, nor should they be relied upon, to disclose internal weaknesses in internal controls, financial statement errors, irregularities, illegal acts or disclosure deficiencies.

Woodbridge Group of Companies, LLC

February 1, 2018

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Fees and Expenses

Fees and expenses are set forth on Appendix B. Client will be solely responsible for all financial obligations to Navigant in connection with this agreement. Our invoices are due upon receipt, and payment of professional fees and expenses is expected within 60 days of the invoice date. Any objection to the invoice must be made within 60 days after the date of the invoice; lack of timely objection to an invoice shall evidence Client's agreement to all invoiced amounts. A late charge of 1% per month will accrue on undisputed amounts not paid within 60 days of the date of the invoice. If payment on invoices is past due more than 60 days, we reserve the right to terminate the Agreement or suspend the Services until payment is received. If a report, deposition, declaration, or testimony is required, Navigant reserves the right to require payment of outstanding fees and expenses prior to the performance of any of the Services. All costs of collection of amounts due and owing hereunder shall be paid by Client.

From time to time, Navigant may give Client an estimate of fees and expenses relating to this matter. Such estimates are subject to many unknown or uncontrollable variables. As such, they are only intended as approximate projections at a particular point in time. They may change as Navigant moves forward, and are not intended to be an agreed upon fixed fee amount. It is agreed that any fee estimates Navigant provides to Law Firm will be promptly forwarded to Client, and that Navigant may communicate directly with Client regarding billing and other administrative matters.

Term

The term of this agreement is from the Effective Date to (i) termination of this Agreement by either party by giving written notice to the other (such termination shall be effective on the date that the party receives the notice in fact); (ii) the completion of the Services; or (iii) Client's receipt of a final invoice for professional fees. Notwithstanding, (i) and (ii), this Agreement shall terminate if Navigant has not performed Services in the preceding 12 months.

Entire Agreement

This letter and the appendices attached hereto, and incorporated herein by reference, constitute the entire agreement between Navigant, on one side, and Law Firm and Client on the other side, regarding the terms of the Agreement. In the event Client requires Navigant to execute a purchase order or other Client documentation in order to receive payment for our services, the terms and conditions contained in such purchase order or documentation shall be null and void and shall not govern the terms of the Agreement. This letter is entered into without reliance on any promise or representation, written or oral, other than those expressly contained herein and supersedes any other such promises or representations. It can only be modified by a written agreement signed by duly authorized representatives of each party.

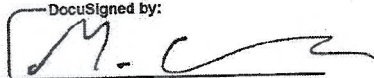
If Client wishes to engage Navigant to provide the services outlined in this Agreement please sign in the space provided below and return an executed original.

[Signature Page Follows]

Woodbridge Group of Companies, LLC
February 1, 2018
Page 3

Navigant looks forward to providing the Services in connection with this matter. If there are any questions, please do not hesitate to call.


Very truly yours,
Navigant Consulting, Inc.

DocuSigned by:
By: 
231-255883071-447...
Mark Clews


2/1/2018

Agreed to and Accepted by:

Gibson, Dunn & Crutcher LLP

By: 
Name: Samuel A Newman
Title: Partner

Woodbridge Group of Companies, LLC

By: 
Name: Bradley Sharp
Title: CRO

Woodbridge Group of Companies, LLC

February 1, 2018

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APPENDIX A
TERMS AND CONDITIONS

Intellectual Property: Upon full payment of all amounts due to us in connection with this Agreement, all rights, title and interest in deliverables Navigant provides to Client or Law Firm (the “Deliverables”) constitute Client’s sole and exclusive property. Client grants Navigant a non-exclusive, non-assignable, royalty-free license to use Client’s materials or information in connection with the provision of the Services. To the extent anything delivered to Client contains proprietary information, processes, methodologies, know-how and software, patents, copyrights, trademarks and service marks, trade dress, trade names, trade secrets and know-how, licenses and any other intellectual property or proprietary rights of any nature, by whatever name or term known and however designated, including such information as existed prior to the delivery of the Services and, to the extent such information is of general application, anything that Navigant may discover, create or develop during its provision of the Services (“Navigant Property”), Navigant grants Client a non-exclusive, non-assignable, royalty-free license to use Navigant Property in connection with the subject matter of the Agreement. Absent the prior written consent of Navigant, in no event shall Navigant’s name be mentioned nor shall Deliverables be disclosed, referenced, or shared with any third party (except as expressly provided in this Agreement), except (a) as required by law; (b) as required by any government or regulatory agency with supervisory authority over Client; and (c) such disclosure may be made to Client’s legal advisors and auditors. It is strictly prohibited for the Deliverables to be disclosed, referenced, filed or distributed in connection with the purchase or sale of securities, and in connection with any financing or business transaction, or used in connection with any offering documents.

Confidentiality & Data Security: Navigant understands that all communications between Navigant and Client, either oral or written, as well as any materials or information developed or received by Navigant pursuant to this arrangement, are intended to be made or prepared for purpose of assisting the Law Firm

in rendering its legal advice to Client and thus are protected by applicable legal privileges. Therefore, all such communications will be treated by Navigant as “Confidential Information.” Without derogating from the foregoing, “Confidential Information” shall also include any documents, information, technical data, know-how, and any documents, materials or work-product, in any form or medium, exchanged between the parties or prepared by Navigant in connection with this Engagement, as well as the terms and conditions of this Agreement. Navigant shall not disclose, subject to applicable law or court order, any of the Confidential Information to any person or third party entity apart from Law Firm and Client or such other persons or entities as Client may designate in writing.

If access to any of the materials in Navigant’s possession relating to this Agreement is sought by a third party, or Navigant is requested or compelled to testify as a fact witness in any legal proceeding related to Navigant’s work for Client, by subpoena or otherwise, or Navigant is made a party to any litigation related to Navigant’s work for Client, Navigant will promptly notify Client of such action, and either tender to Client Navigant’s defense responding to such request and cooperate with Client concerning Navigant’s response thereto or retain counsel for Navigant’s defense. In such event, Client will compensate and reimburse Navigant at Navigant’s standard billing rates for Navigant’s professional fees and expenses, including reasonable attorneys’ fees (internal and external), involved in responding to such action.

Confidential Information shall not include any information (a) previously known by Navigant, (b) independently developed by Navigant, without use of any Confidential Information, (c) acquired by Navigant from a third party that is not, to Navigant’s knowledge after due inquiry, under any legal obligation not to disclose such information or (d) that is, or becomes, public through no breach by Navigant of this Agreement. Navigant shall at all times remain responsible for ensuring that any party to which Navigant discloses Confidential Information

under clauses (b) and (c) above maintains such confidentiality and Navigant shall be liable, per the limits outlined below, for any breach by such parties.

In addition to the foregoing, Navigant shall implement and maintain administrative, technical and physical safeguards (the "Security Procedures") designed to: (a) ensure the security and confidentiality of Confidential Information and Nonpublic Personal Information, (b) protect against any anticipated threats or hazards to the security or integrity of Confidential Information and Nonpublic Personal Information, and (c) protect against unauthorized access to or use of Confidential Information and Nonpublic Personal Information that could result in harm or inconvenience to Client, its employees, customers or consumers.

Navigant warrants and covenants that its Security Procedures will, at all times during the effective term of this Agreement, (a) comply with all laws and regulations applicable to us for the nature of the Services performed, (b) meet the information security standards and practices that are commonly utilized by the service providers in our industry including the implementation and maintenance of an information security program, and (c) in no event offer less protection than that which it affords to its own confidential information and materials. Prior to utilizing the services of a third party vendor to store any Confidential Information or Nonpublic Personal Information specifically in connection with this engagement, Navigant shall obtain Client's written consent, which shall not be unreasonably withheld if the third party vendor satisfies in all material respects Client's vendor and security information requirements.

If Navigant becomes aware of any actual or suspected unauthorized access to or disclosure of Confidential Information and/or Nonpublic Personal Information (an "Incident"), it will take appropriate actions to contain and mitigate the Incident, including notification to Client as soon as possible (subject to any delay requested by an appropriate law enforcement agency) to enable Client to expeditiously implement its response program. Upon written request of Client, Navigant will cooperate with Client to investigate the nature and scope of any Incident

and to take appropriate actions, at our expense, to mitigate, remediate and otherwise respond to the Incident or associated risks, including the provision of notice to affected individuals (to the extent required by applicable law or as otherwise recommended by the United States Treasury Department Interagency Guidance on Response Programs for Unauthorized Access to Customer Information and Customer Notice). Without limiting the foregoing, Client shall make the final decision on whether and how to notify any Client employees, customers, consumers and/or the general public of any such Incidents, subject to applicable law.

Navigant agrees that any actual or threatened breach of its obligations under these Confidentiality & Data Security provisions may cause Client to suffer irreparable harm in an amount not easily ascertained. Navigant agrees that any breach of these Confidentiality & Data Security provisions, whether threatened or actual, will give Client the right to seek equitable relief, including temporary and permanent injunctive relief to restrain any disclosure or use of any Confidential Information or Nonpublic Personal Information without the necessity of posting a bond or other security, and pursue all other remedies Client may have at law or in equity.

The confidentiality undertakings and obligations under these Terms and Conditions shall survive the termination of the Engagement.

Data Transfer: By accepting these terms, Client hereby gives positive consent for Navigant to obtain, store and process any personally identifiable information ("PII") acquired by Navigant in the course of performing the Services and represent that Client has acquired the necessary consent or authorization before providing the relevant data to us. If any PII originates from a non-U.S. country ("Foreign Data"), Client hereby warrants that at all times it has the requisite consent or authority under applicable law to transfer such Foreign Data to the U.S. If Client directs Navigant to transfer Foreign Data from Navigant to a third party in the U.S., Navigant will not be liable for the data handling practices of any such third party. With respect to Foreign Data originating from the European Union, Navigant adheres to the

Privacy Shield framework for U.S. companies' protection of personal data from Europe. Navigant agrees to handle any Foreign Data from the European Union in accordance with the principles of the EU-U.S. Privacy Shield framework overseen and administered by the United States Department of Commerce.

Conflicts of Interest: Based on the names of the parties Client and Law Firm have provided Navigant is not aware of circumstances that constitute a conflict of interest or that would otherwise impair its ability to provide objective assistance. As independent consultants and experts, its determination of conflicts is based primarily on the confidential information that it obtains and develops in the course of its engagement, rather than being based solely on the parties involved.

Client and Law Firm acknowledge that Navigant is a large consulting firm and that Navigant has many litigation support professionals who are not engaged in providing electronic discovery or related services ("eDiscovery services") and are not in Navigant's Technology Solutions practice. During the course of this engagement, Navigant may be requested to be retained by parties with interests that may not be consistent with those of Client or Law Firm. In exchange for Navigant agreeing to provide the Services under this Agreement, Client and Law Firm agree and acknowledge that Navigant professionals who are not involved in providing the Services to Client and who are not Technology Solutions professionals are not restricted in any way from providing non- eDiscovery services to other clients. Navigant will also protect Client information through the use of ethical screens, where appropriate.

Limitation of Liability: Notwithstanding the terms of any other provision, and except with respect to claims arising out of intentional misconduct or gross negligence, the total liability of Navigant and its subsidiaries, officers, employees and agents for all claims of any kind arising out of the Agreement, whether in contract, tort or otherwise, shall be limited to the total fees paid to Navigant pursuant to this Agreement. With respect to any breach by Navigant of its obligations under Confidentiality and Data Security, set forth above, its liability

shall be limited to three times the total fees paid to Navigant pursuant to this Agreement. Neither Navigant nor Client shall in any event be liable for any indirect, consequential or punitive damages, even if they have been advised of the possibility of such damages. Navigant shall not be liable for any loss or destruction of any valuable documents provided to Navigant, and Client shall be responsible for insuring such documents against loss or destruction.

Resolution of Disputes: If Client desires to terminate the Agreement with Navigant, it may do so at any time for any reason, simply by giving written notice. In such event, Navigant will be paid for fees and expenses through the termination date, as well as for reasonable engagement closing costs. To promote rapid and economical resolution of any disputes which may arise, any and all disputes or claims related to or arising from this Agreement, except claims by Navigant Consulting for non-payment of amounts owed hereunder shall be resolved by final, binding and confidential arbitration conducted in Chicago, IL by JAMS Inc. (formerly Judicial Arbitration and Mediation Services) ("JAMS") under the then-applicable JAMS rules, including its optional appellate procedure if the parties so elect. The parties hereby give up their right to have any such disputes or claims litigated in a court or by a jury. All issues related to interpretation or arising out of this Agreement shall be governed by the law of Illinois without application of its conflict of laws principles.

Restriction on Use of Personnel: Client agrees that during the term of this Agreement (including any renewals or extensions thereof), and for a period of one year following its termination ("Restriction Period"), neither Client nor any affiliate, parent or subsidiary thereof will knowingly employ or (except through Navigant) engage as an independent contractor, consultant or otherwise, any person who, during the Restriction Period, is or was an employee or independent contractor of Navigant and who worked on this engagement.

Disposition of Documents: At the end of this engagement, Client will have several options with respect to disposition of Client Materials related to the engagement that Navigant does not wish to retain in its files. Client can (a) direct

Navigant to return all Client Materials to Client, where practicable; (b) authorize Navigant to discard or destroy Client Materials, or (c) direct Navigant to store any or all Client Materials at the expense of Client. If Client does not request one of these options for the disposition of materials within 60 days after this engagement is concluded, Navigant may implement any one of these options. "Client Materials" means all of the data and materials provided to Navigant by Law Firm and Client, as applicable, hereunder.