

**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)

Docket Ref. Nos. 692 & 805

CERTIFICATION OF COUNSEL REGARDING ORDER, PURSUANT TO SECTION 327(a) OF THE BANKRUPTCY CODE, AUTHORIZING THE EMPLOYMENT AND RETENTION OF PROVINCE, INC. AS OPERATIONAL AND FINANCIAL ADVISORS TO THE DEBTORS NUNC PRO TUNC TO FEBRUARY 1, 2018

The undersigned hereby certifies as follows:

1. On March 2, 2018, the above-captioned debtors and debtors in possession (collectively, the “Debtors”) filed with the United States Bankruptcy Court for the District of Delaware (the “Court”) the *Application for Entry of an Order, Pursuant to Section 327(a) of the Bankruptcy Code, Authorizing the Employment and Retention of Province, Inc. as Operational and Financial Advisors to the Debtors Nunc Pro Tunc to February 1, 2018* [D.I. 692] (the “Application”). Attached as Exhibit B to the Application was a proposed form of order (the “Proposed Order”).

2. Pursuant to the Notice of Application, the deadline to file objections or responses to the Application (the “Objection Deadline”) was March 16, 2018, at 4:00 p.m. (ET).

The Objection Deadline was extended for the Office of the United States Trustee for the District

¹ The last four digits of Woodbridge Group of Companies, LLC’s federal tax identification number are 3603. The mailing address for Woodbridge Group of Companies, LLC is 14140 Ventura Blvd #302, Sherman Oaks, California 91423. Due to the large number of debtors in these cases, which are being jointly administered for procedural purposes only, a complete list of the Debtors, the last four digits of their federal tax identification numbers, and their addresses are not provided herein. A complete list of such information may be obtained on the website of the Debtors’ noticing and claims agent at www.gardencitygroup.com/cases/WGC, or by contacting the undersigned counsel for the Debtors.

of Delaware (the “U.S. Trustee”) to March 21, 2018. On or before the applicable Objection Deadline, the Debtors received informal comments from the U.S. Trustee. No other objections or responses were received on or before the applicable Objection Deadline.

3. In order to resolve the issues raised by the U.S. Trustee, the Debtors have filed the *Supplemental Declaration of Paul Huygens in Support of the Application for Entry of an Order, Pursuant to Section 327(a) of the Bankruptcy Code, Authorizing the Employment and Retention of Province, Inc. as Operational and Financial Advisors to the Debtors Nunc Pro Tunc To February 1, 2018* [Docket No. 805] and revised the Proposed Order (the “Revised Proposed Order”). Attached hereto as Exhibit A is the Revised Proposed Order.²

4. The Debtors submit that the Revised Proposed Order is appropriate and consistent with the relief requested in the Application and the Debtors’ discussions with the U.S. Trustee, and that entry of the Revised Proposed Order is in the best interests of the Debtors, their estates, and their creditors. The U.S. Trustee does not object to the entry of the Revised Proposed Order.

Accordingly, the Debtors respectfully request that the Court enter the Revised Proposed Order at its earliest convenience without further notice or a hearing.

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² For ease of reference, attached hereto as Exhibit B is a copy of the Revised Proposed Order marked against the Proposed Order (the “Blackline”).

Dated: March 22, 2018
Wilmington, Delaware

/s/ Allison S. Mielke

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Counsel for the Debtors and Debtors in Possession

EXHIBIT A

Revised Proposed Order

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

In re: WOODBRIDGE GROUP OF COMPANIES, LLC, <i>et al.</i> , ¹ <div style="text-align: center;">Debtors.</div>	Chapter 11 Case No. 17-12560 (KJC) (Jointly Administered) Ref. Docket No. 692, 805, & ____
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**ORDER, PURSUANT SECTION 327(a) OF THE BANKRUPTCY CODE,
AUTHORIZING THE EMPLOYMENT AND RETENTION OF PROVINCE, INC.
AS OPERATIONAL AND FINANCIAL ADVISORS TO THE DEBTORS *NUNC
PRO TUNC TO FEBRUARY 1, 2018***

Upon the application (the “Application”)² of the above-captioned debtors and debtors in possession (collectively, the “Debtors”), for an order pursuant to sections 327(a) and 328(a) of the Bankruptcy Code, Bankruptcy Rule 2014, and Local Rule 2014-1, authorizing them to retain Province, Inc. (“Province”) as operational and financial advisors in connection with these Chapter 11 Cases; and it appearing that 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; and it appearing that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and it appearing that venue of these Chapter 11 Cases and the Application in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and it appearing that due and adequate notice of the Application has been

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² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to those terms in the Application.

given under the circumstances, and that no other or further notice need be given; and this Court having reviewed the Application and determined that the employment of Province is necessary and in the best interests of the Debtors' estates, their creditors, and other parties in interest, and that the terms of compensation being sought in the Application are reasonable; and this court being satisfied that Province does not hold or represent any adverse interest in connection with the Chapter 11 Cases and that Province is a "disinterested person" as that term is defined in section 101(14) of the Bankruptcy Code; and this Court having determined that the legal and factual bases set forth in the Application establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefore, it is hereby

ORDERED, ADJUDGED, AND DECREED THAT:

1. The Application is GRANTED as set forth herein.
2. In accordance with Section 327(a) of the Bankruptcy Code, the Debtors are authorized to employ and retain Province *nunc pro tunc* to February 1, 2018 as their operational and financial advisors on the terms set forth in the Application;
3. Province shall be compensated in accordance with the procedures set forth in the Bankruptcy Code, the Bankruptcy Rules, the Local Rules and any other applicable orders of this Court.
4. Notwithstanding anything to the contrary in the Engagement Agreement, the Application, or the Retention Declaration, the Debtors shall indemnify Province under the terms of the Engagement Agreement; subject to the following:
 - a. Province shall not be entitled to indemnification, contribution or reimbursement pursuant to the Engagement Agreement for services other than the services provided under the Engagement Agreement, unless such services and the indemnification, contribution or reimbursement therefore are approved by the Court.

b. Notwithstanding anything to the contrary in the Engagement Agreement, the Debtors shall have no obligation to indemnify Province, or provide contribution or reimbursement to Province, for any claim or expense that is either (i) judicially determined (the determination having become final) to have arisen from Province's gross negligence, willful misconduct, or fraud; (ii) for a contractual dispute in which the Debtors allege the breach of Province's contractual obligations if the Court determines that indemnification, contribution or reimbursement would not be permissible pursuant to *In re United Artists Theatre Co., et al.*, 315 F.3d 217 (3d Cir. 2003), or (iii) settled prior to a judicial determination under (i) or (ii), but determined by this Court, after notice and a hearing, to be a claim or expense for which Province should not receive indemnity, contribution, or reimbursement under the terms of the Engagement Agreement as modified by this Order.

c. If, before the earlier of (i) the entry of an order confirming a chapter 11 plan in these cases (that order having become a final order no longer subject to appeal), or (ii) the entry of an order closing these cases, Province believes that it is entitled to the payment of any amounts by the Debtors on account of the indemnification, contribution and/or reimbursement obligations under the Engagement Agreement (as modified by this Order), including without limitation the advancement of defense costs, Province must file an application therefore in this Court, and the Debtors may not pay any such amounts to Province before the entry of an order by this Court approving the payment. This paragraph is intended only to specify the period of time under which the Court shall have jurisdiction over any request for fees and expenses by Province for indemnification, contribution, or reimbursement, and not to limit the duration of the Debtors' obligation to indemnify Province. All parties in interest shall retain the right to object to any demand by Province for indemnification, contribution, or reimbursement.

5. Notwithstanding anything to the contrary in the Engagement Agreement, the Application, or the Retention Declaration, there shall be no limitation of liability in favor of Province during the pendency of the Debtors' Chapter 11 Cases.

6. Province shall use reasonable efforts to avoid duplication of services being provided by other professionals in the Chapter 11 Cases.

7. To the extent that there may be any inconsistency between the terms of this Order and either the Application, the Retention Declaration, and/or the Engagement Agreement, the terms of this Order shall govern.

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

Dated: _____, 2018
Wilmington, Delaware

KEVIN J. CAREY
UNITED STATES BANKRUPTCY JUDGE

EXHIBIT B

Blackline

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

In re:

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

Debtors.

Chapter 11

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(Jointly Administered)

Ref. Docket No. [692, 805, &](#)

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AUTHORIZING THE EMPLOYMENT AND RETENTION OF PROVINCE, INC. AS
OPERATIONAL AND FINANCIAL ADVISORS TO THE DEBTORS *NUNC PRO TUNC*
TO FEBRUARY 1, 2018**

Upon the application (the “Application”)² of the above-captioned debtors and debtors in possession (collectively, the “Debtors”), for an order pursuant to sections 327(a) and 328(a) of the Bankruptcy Code, Bankruptcy Rule 2014, and Local Rule 2014-1, authorizing them to retain Province, Inc. (“Province”) as operational and financial advisors in connection with these Chapter 11 Cases; and it appearing that 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; and it appearing that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and it appearing that venue of these Chapter 11 Cases and the Application in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and it

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² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to those terms in the Application.

appearing that due and adequate notice of the Application has been given under the circumstances, and that no other or further notice need be given; and this Court having reviewed the Application and determined that the employment of Province is necessary and in the best interests of the Debtors' estates, their creditors, and other parties in interest, and that the terms of compensation being sought in the Application are reasonable; and this court being satisfied that Province does not hold or represent any adverse interest in connection with the Chapter 11 Cases and that Province is a "disinterested person" as that term is defined in section 101(14) of the Bankruptcy Code; and this Court having determined that the legal and factual bases set forth in the Application establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefore, it is hereby

ORDERED, ADJUDGED, AND DECREED THAT:

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3. Province shall be compensated in accordance with the procedures set forth in the Bankruptcy Code, the Bankruptcy Rules, the Local Rules and any other applicable orders of this Court.
4. Notwithstanding anything to the contrary in the Engagement Agreement, the Application, or the Retention Declaration, the Debtors shall indemnify Province under the terms of the Engagement Agreement; subject to the following:
 - a. Province shall not be entitled to indemnification, contribution or reimbursement pursuant to the Engagement Agreement for services other than the services provided under the Engagement Agreement, unless such services and the indemnification, contribution or reimbursement therefore are approved by the Court.

b. Notwithstanding anything to the contrary in the Engagement Agreement, the Debtors shall have no obligation to indemnify Province, or provide contribution or reimbursement to Province, for any claim or expense that is either (i) judicially determined (the determination having become final) to have arisen from Province's gross negligence, willful misconduct, or fraud; (ii) for a contractual dispute in which the Debtors allege the breach of Province's contractual obligations if the Court determines that indemnification, contribution or reimbursement would not be permissible pursuant to *In re United Artists Theatre Co., et al.*, 315 F.3d 217 (3d Cir. 2003), or (iii) settled prior to a judicial determination under (i) or (ii), but determined by this Court, after notice and a hearing, to be a claim or expense for which Province should not receive indemnity, contribution, or reimbursement under the terms of the Engagement Agreement as modified by this Order.

c. If, before the earlier of (i) the entry of an order confirming a chapter 11 plan in these cases (that order having become a final order no longer subject to appeal), or (ii) the entry of an order closing these cases, Province believes that it is entitled to the payment of any amounts by the Debtors on account of the indemnification, contribution and/or reimbursement obligations under the Engagement Agreement (as modified by this Order), including without limitation the advancement of defense costs, Province must file an application therefore in this Court, and the Debtors may not pay any such amounts to Province before the entry of an order by this Court approving the payment. This paragraph is intended only to specify the period of time under which the Court shall have jurisdiction over any request for fees and expenses by Province for indemnification, contribution, or reimbursement, and not to limit the duration of the Debtors' obligation to indemnify Province. All parties in interest shall retain the right to object to any demand by Province for indemnification, contribution, or reimbursement.

5. Notwithstanding anything to the contrary in the Engagement Agreement, the Application, or the Retention Declaration, there shall be no limitation of liability in favor of Province during the pendency of the Debtors' Chapter 11 Cases.

6. [Province shall use reasonable efforts to avoid duplication of services being provided by other professionals in the Chapter 11 Cases.](#)

[7.](#) To the extent that there may be any inconsistency between the terms of this Order and either the Application, the Retention Declaration, and/or the Engagement Agreement, the terms of this Order shall govern.

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

Dated: _____, 2018
Wilmington, Delaware

KEVIN J. CAREY
UNITED STATES BANKRUPTCY JUDGE

EXHIBIT C

Engagement Agreement