BEFORE THE
STATE OF WISCONSIN
DEPARTMENT OF FINANCIAL INSTITUTIONS
DIVISION OF SECURITIES

In the Matter of,

GREGORY J. WOOD and WOOD WEALTH SOLUTIONS, LLC	WAIVER AND CONSENT TO ORDER
Respondents.	DFI Case No. S-236002 (EX)

The undersigned Respondents, GREGORY J. WOOD and WOOD WEALTH SOLUTIONS, LLC, having decided not to contest the issuance of the attached Order, hereby waive their rights to a hearing with respect to this matter, including waiving findings of fact and conclusions of law as may otherwise be required for the Order, and hereby consents to the issuance of the Order. Respondents reserve all defenses for any proceeding not covered by this consent order.

Respondents hereby acknowledge that, in exchange for Respondents' voluntary consents and agreement to cease and desist from further violations of Ch. 551, the revocation of certain exemptions, payment of civil penalties, and other conditions as described in the attached Order, the Division agrees to resolve this matter by issuance of the attached Order. Subject to Respondents' compliance with the attached Order, the Division agrees to forgo further legal action, including injunction proceedings in a circuit court pursuant to Wis. Stat. § 551.603. If Respondents fail to comply with any condition or term of the consent order, the Division reserves all rights under the law to enforce the Order against Respondents.

The undersigned Respondents understand and agree that the attached Order shall prohibit the Respondent from transacting any securities business in the State of Wisconsin, effective on the date the Order is issued. The undersigned Respondents understand the Order, when signed by the Administrator of the Division of Securities, is effective on the date issued and that a willful violation of an Order signed by the Administrator is a criminal offense pursuant to Wis. Stat. § 551.508.

GREGORY J. WOOD, personally and on behalf of WOOD WEALTH SOLUTIONS , LLC

State of Wisconsin)
County of Dane)
Subscribed before me this

7th of February, 2020.

Gloria J. Lund
Notary Public GLORIA J. LUND

My commission is permanent/expires 7/9/2022

GLORIA J. LUND NOTARY PUBLIC STATE OF WISCONSIN

BEFORE THE
STATE OF WISCONSIN
DEPARTMENT OF FINANCIAL INSTITUTIONS
DIVISION OF SECURITIES

In the Matter of, GREGORY J. WOOD and WOOD WEALTH SOLUTIONS, LLC Respondents.	CONSENT ORDER TO CEASE AND DESIST INCLUDING CIVIL PENALTIES DFI Case No. S-236002 (EX)

I.

The Administrator of the State of Wisconsin, Department of Financial Institutions, Division of Securities ("Division"), having legal authority and jurisdiction to administer and enforce the Wisconsin Uniform Securities Law, Wis. Stats. Ch. 551 ("Ch. 551") and rules and orders promulgated thereunder, and having determined that this action is necessary and appropriate in the public interest and for the protection of investors, hereby enters this Order as follows:

II.

Division staff have presented evidence sufficient for the Administrator to make the following findings of fact and conclusions of law:

A. Findings of Fact

Respondents

1. Gregory J. Wood ("Wood") is an adult male resident of Wisconsin born in June 1958. Wood has a last known address of 2368 Dahlke Circle, Verona, Wisconsin 53593. At all times material, Wood was the controlling person of his company, Wood Wealth Solutions, LLC.

2. Wood Wealth Solutions, LLC ("WWS") is a limited liability company organized in Wisconsin on or about January 12, 2015. WRIA has a last known business address of 2368 Dahlke Circle, Verona, Wisconsin 53593. WWS was controlled by Wood at all times material.

Conduct

3. At no time has Wood or WWS been registered in any capacity with the Division.

4. Wood has been licensed to sell life, accident and health insurance since December 12, 1996 and property and casualty insurance since January 3, 1997 through the Wisconsin Office of the Commissioner of Insurance.

Woodbridge Group of Companies

5. Woodbridge Group of Companies, LLC is a limited liability company organized under the laws of Delaware in 2014 with a last known business address of 14225 Ventura Boulevard, Suite 100, Sherman Oaks, California 91423.

6. Woodbridge Mortgage Investment Funds 1, 2, 3, 3A, and 4 are Delaware limited liability companies organized in Delaware with a last known address of 14225 Ventura Boulevard, Suite 100, Sherman Oaks, California 91423. These entities may be collectively referred to as the "WMIF LLCs."

7. The Woodbridge entities described in ¶¶ 5-6 will be referred to collectively as "Woodbridge."

8. Woodbridge was organized as a Ponzi scheme by Robert Shapiro ("Shapiro"). Through this scheme, Shapiro raised through Woodbridge over one billion dollars from approximately 1,000 investors.

9. Woodbridge represented to the public that it made hard money loans to third-party borrowers secured by commercial property. The money raised from investors helped to fund the hard money loans. In effect, Woodbridge pooled money from multiple investors for each hard money loan. Woodbridge referred to these investments as First Position Commercial Mortgages ("FPCM").

10. A Woodbridge FPCM consisted of a promissory note from a WMIF LLC to an investor, a loan agreement between a WMIF LLC and an investor, and a non-exclusive assignment to the investor of Woodbridge's security interest in the mortgage for the underlying hard-money loan. The promissory notes sold to investors promised a fixed annual interest rate (from 5% to 9%) and a return of the principal at the end of the transaction's term, which was usually twelve to eighteen months.

11. On or about May 4, 2015, the Massachusetts Securities Division filed a consent order against Woodbridge entities to cease and desist from selling unregistered and non-exempt securities ("the Massachusetts Order").

12. On or about July 17, 2015, the Texas State Securities Board initiated an emergency cease and desist order against Woodbridge and its local agents for selling unregistered securities through unregistered agents and for securities fraud ("the Texas Order").

13. Wood was aware of the Massachusetts Order by March 29, 2016 at the latest.

14. Wood was aware of the Texas Order by August 31, 2016 at the latest.

15. On or about September 13 and 14, 2017, the Division sent over 20 inquiry letters to Wood's investors, notifying them that the Division was investigating Woodbridge for compliance with Wisconsin's securities laws. Several investors contacted Wood after they received the letters. Wood also spoke with Division staff about the investigation on September 18, 2017.

16. Between April 6, 2016 and September 25, 2017, Wood sold approximately $3,208,000 in promissory notes issued by Woodbridge to approximately 21 Wisconsin residents, including the investors described below in ¶¶ 18-58.[1] As a result of these sales, Wood received compensation totaling approximately $144,623.33 in the form of commission payments. These transactions are summarized in the attached Exhibit 1.

17. Between 2016 and 2017, Wood published several advertisements to attract prospective investors to invest in Woodbridge in local news publications throughout southwestern Wisconsin, including:
    a. One ad promoting Woodbridge with the title, "Are you earning a highly secured fixed rate of 5% for 12 months with immediate income?" The advertisement further touted a "Low $25,000 minimum" investment, "Great for single, joint, trust & IRA Accounts," "Short 12 month term," and "Immediate monthly income." The advertisement included Wood's telephone and electronic mail contact information;
    b. Another advertisement promoting Woodbridge with the title, "CONCERNED THE STOCK MARKET HAS REACHED ITS PEAK?" The advertisement touted the safety of investing in Woodbridge because it was not tied to the stock market, that it was an investment vehicle offering short and long term growth opportunities, and included Wood's telephone and electronic mail contact information; and
    c. Another advertisement promoting Woodbridge with the title "Want To Make Money Like The Big Banks?" Wood represented that he offered "financial alternatives that until recently were only available to the mega wealthy and large institutions." He further represented in the advertisement that the investment was "Highly Secured" with "Contractually Obligated Payment" offering "Short &

[1] Wood also personally invested approximately $342,000 in promissory notes issued by Woodbridge.

Long-Term Growth" and included Wood's telephone and electronic mail contact information.

Investor RF

18. Investor RF is an adult male resident of Wisconsin. He is an accredited investor.

19. On or about October 5, 2016, Investor RF invested approximately $1,000,000 through Wood in exchange for three promissory notes issued by Woodbridge Mortgage Investment Fund 3A, LLC and Woodbridge Mortgage Investment Fund 3, LLC in the principal amounts of $500,000, $475,000, and $25,000 and annual interest rates of 7.00%, 7.00%, and 5.00% respectively.

20. As a result of Investor RF's October 5, 2016 investment, Wood received a commission payment for approximately $40,000 on or about October 27, 2016.

21. On or about December 20, 2016, Investor RF invested an additional $200,000 through Wood in exchange for a promissory note issued by Woodbridge Mortgage Investment Fund 3A, LLC in the principal amount of $200,000 and an annual interest rate of 7.50%.

22. As a result of Investor RF's December 20, 2016 investment, Wood received a commission payment for approximately $9,000 on or about January 5, 2017.

23. At no time did Wood disclose the order issued by the Commonwealth of Massachusetts or the order issued by the State of Texas against Woodbridge to Investor RF.

Investor DT

24. Investor DT is an adult male resident of Wisconsin. Investor DT is an accredited investor.

25. Investor DT contacted Wood in late 2016 after seeing Wood's investing advertisements in a local newspaper, as described above in ¶ 17. Wood met Investor DT two or three times in a restaurant to discuss investing in Woodbridge.

26. On or about December 1, 2016, Investor DT invested $193,000 through Wood in exchange for a promissory note issued by Woodbridge Mortgage Investment Fund 3A, LLC in the principal amount of $193,000 and an annual interest rate of 7.50%.

27. As the result of Investor DT's December 1, 2016 investment, Wood received a commission payment from Woodbridge in the amount of $10,615 on or about January 23, 2017.

28. On or about January 5, 2017, Investor DT invested an additional $35,000 through Wood in exchange for a promissory note issued by Woodbridge Mortgage Investment Fund 3A, LLC in the principal amount of $35,000 and an annual interest rate of 5.50%.

29. As the result of Investor DT's January 5, 2017 investment in Woodbridge, Wood received a commission payment from Woodbridge in the amount of $1,575 on or about February 27, 2017.

30. At no time did Wood disclose the order issued against Woodbridge by the State of Texas to Investor DT.

Investors GR & SR

31. Investors GR & SR are an adult married couple residing in Wisconsin. Investors GR & SR are accredited investors.

32. Investors GR & SR met Wood after responding to advertisements about investing that Wood had placed in a local paper as described above in ¶ 17. Wood told Investors GR & SR about the opportunity to invest in Woodbridge over the course of several in person meetings at Investors GR and SR's home.

33. As a result of Wood's recommendations, on or about November 21, 2016, Investors GR & SR invested $48,000 through Wood in exchange for a promissory note issued by Woodbridge Mortgage Investment Fund 3, LLC in the principal amount of $48,000 and an annual interest rate of 5.50%.

34. As a result of Investor GR & SR's November 21, 2016 investment, Wood received a commission payment from Woodbridge in the amount of $2,160.00 on or about January 23, 2017.

35. On or about December 1, 2016, Investor SR invested an additional $23,000 through Wood in exchange for a promissory note issued by Woodbridge Mortgage Investment Fund 2, LLC in the principal amount of $23,000 and an annual interest rate of 5.50%.

36. As the result of Investor SR's December 1, 2016 investment, Wood received a commission payment from Woodbridge in the amount of $1,035 on or about January 23, 2017.

37. On or about December 10, 2016, Investors GR & SR invested an additional $100,000 through Wood in exchange for a promissory note issued by Woodbridge Mortgage Investment Fund 3A, LLC in the principal amount of $100,000 and an annual interest rate of 7.50%.

38. As the result of Investors GR & SR's December 10, 2016 investment, Wood receive a commission payment from Woodbridge for approximately $4,500 on or about January 23, 2017.

39. On or about March 17, 2017, Investors GR & SR reinvested their $48,000 investment from November 21, 2016 through Wood in exchange for a promissory note issued by Woodbridge Mortgage Investment Fund 3, LLC in the principal amount of $48,000 and an annual interest rate of 5.5%.

40. As a result of Investors GR & SR's March 17, 2017 reinvestment, Wood received a commission payment from Woodbridge for approximately $1,080 on or about June 5, 2017.

41. On or about March 20, 2017, Investors GR & SR invested an additional $50,000 through Wood in exchange for a promissory note issued by Woodbridge Mortgage Investment Fund 3A, LLC in the principal amount of $50,000 and an annual interest rate of 7.00%.

42. As a result of Investors GR & SR's March 20, 2017 investment, Wood received a commission payment from Woodbridge in the amount of $2,000 on or about May 8, 2017.

43. On or about June 7, 2017, Investors GR & SR invested an additional $100,000 through Wood in exchange for a promissory note issued by Woodbridge Mortgage Investment Fund 3, LLC in the principal amount of $100,000 and an annual interest rate of 6.0%.

44. As a result of Investors GR & SR's June 7, 2017 investment, Wood received a commission from Woodbridge in the amount of $5,000 on or about July 26, 2017.

45. On or about June 14, 2017, Investors GR & SR invested an additional $100,000 through Wood in exchange for a promissory note issued by Woodbridge Mortgage Investment Fund 3A, LLC in the principal amount of $100,000 and an annual interest rate of 6.0%.

46. As the result of Investors GR & SR's June 14, 2017 investment, Wood received a commission from Woodbridge in the amount of $5,000 on or about July 10, 2017.

47. At no time did Wood disclose the orders issued against Woodbridge by the Commonwealth of Massachusetts or the State of Texas to Investors GR or SR.

Investors RS & LS

48. Investors RS & LS are an adult married couple residing in Wisconsin. Investors RS & LS are accredited investors.

49. Investors RS & LS were referred to Wood by a friend who also invested in Woodbridge through Wood. Investor RS's mother is Investor NG. Prior to investing in Woodbridge, Wood met with Investors RS & LS at the restaurant they owned to discuss investing.

50. On or about January 25, 2017, Investors RS & LS invested $50,000 through Wood in exchange for a promissory note issued by Woodbridge Mortgage Investment Fund 1, LLC in the principal amount of $50,000 and an annual interest rate of 5.50%.

51. As the result of Investors RS & LS's January 25, 2017 investment, Wood received a commission payment from Woodbridge in the amount of $2,250 on or about February 24, 2017.

52. At no time did Wood disclose the orders issued against Woodbridge by the Commonwealth of Massachusetts or the State of Texas to Investors RS or LS.

Investor RK

53. Investor RK is an adult male residing in Wisconsin. Investor RK is not an accredited investor.

54. Investor RK met Wood after he responded to an advertisement about investing that Wood had placed in a local paper, as described in ¶ 17 above.

55. As a result of Wood's recommendation, on or about September 29, 2017, Investor RK invested approximately $25,000 through Wood in exchange for a promissory note issued by Woodbridge Mortgage Investment Fund 4, LLC in the principal amount of $25,000 and an annual interest rate of 5.00%.

56. As the result of Investor RK's September 29, 2017 investment, Wood received a commission payment from Woodbridge for approximately $1,000.

57. At no time did Wood disclose to Investor RK that Wood was the subject of an investigation by the Division.

58. At no time did Wood disclose the orders issued by the Commonwealth of Massachusetts or the State of Texas against Woodbridge to Investor RK.

Woodbridge Bankruptcy Settlement

59. On or about October 28, 2019, Wood entered into a settlement agreement with the Woodbridge Liquidation Trust ("WLT"). Pursuant to the agreement, the WLT released their claims against Wood for commissions and interest he received from Woodbridge in exchange for Wood releasing claims against the WLT related to his own investments in

Woodbridge promissory notes. A true and accurate copy of the executed settlement agreement is attached as Exhibit 2.

B. Conclusions of Law

Legal Authority and Jurisdiction

60. The Administrator has legal authority and jurisdiction over the conduct described above, pursuant to Ch. 551 and the rules and orders promulgated thereunder.

61. The FPCMs offered and sold by Wood on behalf of Woodbridge included promissory notes which are securities as defined by Wis. Stat. § 551.102(28).

62. Since the investors in Woodbridge were involved in a common enterprise with the expectation of profits to be derived from the essential managerial efforts of others, the FPCMs offered and sold by Wood on behalf of Woodbridge are investment contract securities as defined by Wis. Stat. § 551.102(28)(d)(1).

63. Woodbridge is an issuer, as defined under Wis. Stat. § 551.102(17).

64. Wood transacted business as an agent of Woodbridge, as defined under Wis. Stat. § 551.102(2) and § DFI-Sec. 1.02(5), Wis. Admin. Code.

65. Per Wis. Stat. § 551.402(1), it is unlawful for an individual to transact business in Wisconsin as an agent unless the individual is registered under Ch. 551 as an agent or is exempt from registration as an agent under Wis. Stat. § 551.402(2).

66. Per Wis. Stat. § 551.501(2), it is unlawful for a person, in connection with the offer, sale, or purchase of a security, directly or indirectly, to make an untrue statement of a material fact or to omit to state a material fact necessary in order to make the statements made, in light of the circumstances under which they were made, not misleading.

Violations

67. Through the conduct described above in ¶¶ 1-58, Wood violated Wis. Stat. § 551.402(1) when he offered and sold securities without being registered as an agent or properly exempted from registration as an agent.

68. Through the conduct described above in ¶¶ 1-58, Wood violated Wis. Stat. § 551.501(2) when he offered and sold notes issued by Woodbridge to the Wisconsin investors described above while omitting to state material facts necessary in order to make the statements made, in light of the circumstances under which they were made, not

misleading, including but not limited to failing to disclose the Massachusetts Order, the Texas Order, and the Division's investigation of Woodbridge.

III.

In view of the above findings of fact and conclusions of law, the Administrator deems it necessary and appropriate in the public interest and for the protection of investors, and pursuant to its legal authority under Ch. 551, to wit Wis. Stat. § 551.604, to issue the following orders and notices:

A. Consent Orders issued pursuant to Wis. Stat. § 551.604(2)

(a) IT IS ORDERED that RESPONDENTS, their agents, servants, officers, employees, successors, affiliates, and every entity and person directly or indirectly controlled or organized by or on behalf of RESPONDENTS, shall cease and desist from making or causing to be made to any person or entity in Wisconsin any further offers or sales of securities sunless and until such securities qualify as covered securities or are registered under Ch. 551 or successor statute, pursuant to Wis. Stat. §§ 551.604(1)(a) and (2).

(b) IT IS FURTHER ORDERED that all exemptions from registration set forth at Ch. 551 or successor statute that might otherwise apply to any offer or sale of any security or of by RESPONDENTS, their agents, servants, officers, successors, affiliates, and every entity and person directly or indirectly controlled or organized by or on behalf of RESPONDENTS, are hereby revoked, pursuant to Wis. Stat. §§ 551.604(1)(b) and (2).

(c) IT IS FURTHER ORDERED that RESPONDENTS, their successors, affiliates, controlling persons, officers, agents, servants, employees and every entity and person directly or indirectly controlled or hereafter organized by or on behalf of RESPONDENTS, are prohibited from violating Wis. Stat. § 551.501 or successor statute.

(d) IT IS FURTHER ORDERED that RESPONDENTS, their successors, affiliates, controlling persons, officers, agents, servants, employees, and every entity and person directly or indirectly controlled or hereafter organized by or on behalf of RESPONDENTS, are prohibited from offering and selling securities without first disclosing this Order to prospective investors.

(e) IT IS FURTHER ORDERED that a civil penalty be imposed against GREGORY WOOD in the form of an administrative assessment totaling $10,000.00 for the violations committed against the Wisconsin investors described above, pursuant to Wis. Stat. § 551.604(4). Such payment shall be made payable to the Division no later than 30 calendar days from the date of the issuance of this Order.

(f) PLEASE TAKE NOTICE that the orders of the Administrator are effective as of the issuance of this order, pursuant to § Wis. Stat. 551.604(2).

B. Service of Order

(g) IT IS FURTHER ORDERED that this order shall be sent promptly by certified mail to each party named in the order at his or her last known address or to the party's attorney of record, or shall be personally served upon the party or the party's attorney of record, pursuant to Wis. Admin. Code. § DFI-Sec. 8.06. This order shall also be served upon the office of the administrator pursuant to Wis. Stat. § 551.611.

(h) PLEASE TAKE NOTICE that the date of service of this order is the date it is placed in the mail. You are advised that any willful violation of an Order issued by the Division under Ch. 551 is a criminal offense punishable under the provisions of Wis. Stat. § 551.508.

C. Notifications

(i) IT IS NOTICED that this Order consented to by RESPONDENTS prohibits RESPONDENTS from transacting business in the State of Wisconsin per the terms of the consent orders issued pursuant to Wis. Stat. § 551.604(2), is effective upon the date issued, and shall have the same effect on RESPONDENTS as a permanent injunction entered by a circuit court pursuant to Wis. Stat. § 551.603(2)(a).

(j) IT IS FURTHER NOTICED that this Order is effective on the date it is issued. RESPONDENTS are advised that any willful violation of an Order issued by the Division under Ch. 551 is a criminal offense punishable under the provisions of Wis. Stat. § 551.508.

EXECUTED at Madison, Wisconsin this 10th day of February, 2020.

Leslie M. Van Buskirk

Leslie M. Van Buskirk
Administrator

Division of Securities
State of Wisconsin, Department of Financial Institutions
4822 Madison Yards Way, 4th Floor
Madison, Wisconsin 53705

Exhibit 1

Investor	**Investment Date(s)**	**Investment Amount(s)**	**Commission Paid to Wood**
Investor CRH	April 7, 2016	$100,000.00	$5,000.00
Investor JW	April 8, 2016	$100,000.00	$5,000.00
	February 3, 2017	$50,000.00	$1,500.00
	March 14, 2017	$50,000.00	$1,500.00
Investor TT	April 12, 2016	$51,000.00	$2,550.00
Investor JW	May 25, 2016	$300,000.00	$15,000.00
	May 25, 2016	$25,000.00	$1,000.00
	September 12, 2016	$100,000.00	$10,000.00
Investor GS	August, 23, 2016	$50,000.00	$2,000.00
Investor LP	August 25, 2016	$60,000.00	$2,400.00
Investor NG	September 13, 2016	$25,000.00	$1,000.00
Investor NS	September 23, 2016	$25,000.00	$1,000.00
Investor RF	October 5, 2016	$1,000,000.00	$40,000.00
	December 20, 2016	$200,000.00	$9,000.00
Investor AS	September 23, 2016	$25,000.00	$333.33
Investor IP	November 15, 2016	$25,000.00	$1,125.00
Investor DT	December 1, 2016	$193,000.00	$10,615.00
	January 5, 2017	$35,000.00	$1,575.00
Investor GR & SR	November 21, 2016	$48,000.00	$2,160.00
	December 1, 2016	$23,000.00	$1,035.00
	December 10, 2016	$100,000.00	$4,500.00
	March 17, 2017	$48,000.00	$1,080.00
	March 20, 2017	$50,000.00	$2,000.00
	June 7, 2017	$100,000.00	$5,000.00
	June 14, 2017	$100,000.00	$5,000.00
Investor RS & LS	January 25, 2017	$50,000.00	$2,250.00
Investor TC	May 31, 2017	$50,000.00	$2,000.00
Investor CB	June 13, 2017	$100,000.00	$4,000.00
Investor KB	June 13, 2017	$100,000.00	$4,000.00
Investor RK	September 29, 2017	$25,000.00	$1,000.00
	Totals	**$3,208,000.00**	**$144,623.33**

SETTLEMENT AGREEMENT

This settlement agreement (the "Agreement") is entered into as of the dates signed below by and between Gregory Wood on his behalf and including any investment vehicle that bears his name, including, but not limited to, Wood Wealth Solutions, LLC ("Wood"), on the one hand, and the Woodbridge Liquidation Trust, the successor in interest to the Woodbridge Group of Companies, LLC and affiliated debtors (the "Debtors") in the chapter bankruptcy cases described below (the "Trust" and, together with Wood, the "Parties," and each individually a "Party"), on the other hand.

Recitals

A. The Debtors' chapter 11 bankruptcy cases are pending in the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court"), jointly administered under the chapter 11 case entitled *In re Woodbridge Group of Companies, LLC, et al.*, No. 17-12560-KJC (the "Bankruptcy Cases").

B. On August 22, 2018, the Debtors filed the *First Amended Joint Chapter 11 Plan of Liquidation of Woodbridge Group of Companies, LLC and its Affiliated Debtors* (Docket No. 2397) (as it may be amended, supplemented, or modified from time to time pursuant to the terms thereof, the "Plan"), and the *Disclosure Statement for the First Amended Joint Chapter 11 Plan of Liquidation of Woodbridge Group of Companies, LLC and its Affiliated Debtors* (Docket No. 2398). On October 26, 2018, the Bankruptcy Court entered an order confirming the Plan (Docket No. 2903). The Plan became effective on February 19, 2019, and as a result, the Trust came into existence and assumed the rights of the Debtors to pursue various claims and causes of action.

C. Wood was scheduled for and filed a number of claims against the Debtors as reflected in Exhibit A hereto (the "Claims").

D. According to the Debtors' records, prior to the filing of the Debtors' bankruptcy cases, Wood received interest payments of $55,526 and commission payments or other compensation from the Debtors in the aggregate amount of $183,205.

E. The Parties wish to resolve all potential claims of the Trust for recovery of the prepetition payments and a reduced, allowable amount of the Claims, and to otherwise settle any and all other disputes between or among them, known and unknown, on the terms and conditions set out in this Agreement.

Now, therefore, in consideration of the foregoing, the Parties stipulate and agree as follows:

Agreement

1. The foregoing recitals, set out at paragraphs A through E, inclusive, are incorporated herein as an integral part of this Agreement.

2. The Parties warrant that they are authorized to enter into this Agreement and that by their signatures below, it will become a binding agreement, subject only to satisfaction of the conditions set forth herein.

3. Subject to the conditions set forth herein, upon the signing of this Agreement by all Parties (the "Effective Date"), all of the Claims shall be disallowed in their entirety, and not entitled to any distribution in these cases.

4. To the maximum extent permitted by law, Wood, on behalf of himself and his successors, assigns, attorneys, and representatives (the "Wood Releasing Parties") hereby releases, acquits, and discharges, and covenants and agrees that he will refrain and forbear from commencing, instituting, prosecuting, or continuing, any lawsuit, action, claim, right, demand, cause of action, suit or other proceeding (including filing any further claim) against the Trust, the Debtors, the bankruptcy estates, their affiliates, predecessors, successors, assignors, and assignees, except for any claims to enforce the rights, obligations, and duties arising out of this Agreement.

5. To the maximum extent permitted by law, the Trust and its predecessors, successors, assignors, and assignees (the "Trust Releasing Parties") hereby release, acquit, and discharge, and covenant and agree that they will refrain and forbear from commencing, instituting, prosecuting, or continuing, any lawsuit, action, claim, right, demand, cause of action, suit or other proceeding against Wood and his respective successors, assignors, and assignees, except for any claims to enforce rights, obligations, and duties arising out of this Agreement.

6. The Parties hereby acknowledge that it is their intention that the releases set forth in paragraphs 4 and 5 shall be effective as a full and final release of and as a bar with prejudice to each and every claim as set forth therein that the Wood Releasing Parties and Trust Releasing Parties have or had against the parties whom they are releasing in paragraphs 4 and 5. In connection with such waiver and relinquishment, the Parties acknowledge that they or their attorneys may hereafter discover facts different from or in addition to the facts that they now know or believe to be true with respect to the subject matter of this Agreement, but that it is their intention to hereby fully, finally, absolutely, and forever release any and all claims released pursuant to paragraphs 4 and 5, which now do exist, may exist or heretofore have existed between them, and that in furtherance of such intentions the release as given herein by the Parties, shall be and remain in effect as a full and complete release of the claims released, notwithstanding the discovery of any such different or additional facts.

Notwithstanding the discovery of any such additional or different facts, the Parties certify that they have read Section 1542 of the California Civil Code set forth below:

> **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.**

The Parties waive application of Section 1542 of the California Civil Code, to the extent applicable, and any other statutes, common law rights, rules or the like which may operate to limit the intent of this Agreement with respect to the claims released above. The Parties understand and acknowledge the significance and consequence of this waiver of Section 1542 of the California Civil Code is that even if the Wood Releasing Parties or Trust Releasing Parties should eventually suffer additional damages on account of the claims released above, they will not be permitted to make any claim for such damages.

It is expressly understood and agreed by the Parties that the facts with respect to this Agreement may turn out to be different from the facts now known or believed by the Parties to be true. Each of the Parties expressly assumes the risk of the facts turning out to be different and agrees that this Agreement will be in all respects effective and not subject to termination or rescission by reason of any such differences.

7. Each Party shall bear its own attorneys' fees and costs in connection with the Bankruptcy Cases through the Effective Date, including the negotiation, documentation, execution, delivery, and performance of this Agreement. Notwithstanding the preceding sentence, should any action, suit or proceeding be commenced by any Party to this Agreement to enforce any provision hereof, the prevailing Party shall be entitled to recover reasonable attorneys' fees, all costs (whether denominated as such in 28 U.S.C. § 1920), and expert expenses incurred in said action, suit or proceeding, including any appeal.

8. The Parties acknowledge that this Agreement represents a compromise of disputed claims and that, by entering into this Agreement, none of the Parties admits or acknowledges the existence of any liability or wrongdoing.

9. Each Party represents and warrants to all of the other Parties and each of them, that it has not assigned or transferred any of the claims or interests addressed in this Agreement. Each Party agrees to defend and indemnify all of the other Parties and each of them against any claim based upon, arising out of, or arising in connection with any such alleged or actual assignment or transfer.

10. The Parties hereby provide assurances of cooperation to each other and agree to take any and all necessary and reasonable steps, including executing any other and further documents or instructions and performing any other and further acts, appropriate to effect the intent of this Agreement. To the best of Wood's knowledge, following reasonable inquiry, as of the date of this Agreement set forth above, Wood represents and warrants that the only claim or right to payment of which he is aware that he has against the Trust Releasing Parties or their bankruptcy estates is represented by the Claims. In the event the Parties discover subsequently that there exists any other claim or action, Wood will take all necessary action to withdraw or dismiss it forthwith upon request by the Trust.

11. The Parties specifically consent to the jurisdiction and power of the Bankruptcy Court to determine any dispute relating to this Agreement, including any claim for breach, and to the power and authority of the Bankruptcy Court to enter a final judgment in connection therewith.

12. The Parties may give notice to each other by sending a written communication by overnight mail or e-mail to the Parties at the addresses set forth below, which notice shall be effective on the first business day after notice is sent.

a. To Wood:

b. To the Trust:

Woodbridge Liquidation Trust
c/o Pachulski, Stang, Ziehl & Jones LLP
10100 Santa Monica Blvd., 13th Floor
Los Angeles, California 90067
Email: acaine@pszjlaw.com and crobinson@pszjlaw.com.com
Attention: Andrew W. Caine, Esq. and Colin R. Robinson, Esq.

Any Party wishing to change the address or email address at which he, she or it receives notices or payments may do so by giving notice as provided in this paragraph 12.

13. This Agreement is to be construed under and governed by the internal laws of the State of California (without regard to conflict of laws principles) and, as applicable, the Bankruptcy Code.

14. This Agreement contains the entire agreement and understanding among the Parties concerning the matters set forth herein and supersedes all prior or contemporaneous stipulations, negotiations, representations, understandings, and discussions among the Parties or their respective counsel with respect to the subject matter of this Agreement. No other representations, covenants, undertakings, or other earlier or contemporaneous agreements respecting these matters may be deemed in any way to exist or bind any of the Parties. The Parties acknowledge that they have not executed this Agreement in reliance on any promise, representation, or warranty other than those contained in this Agreement.

15. This Agreement is the product of negotiation among the Parties and represents the jointly conceived and bargained-for language mutually determined by the Parties to express their intentions in entering into this Agreement. Any ambiguity or uncertainty in this Agreement is therefore to be deemed to be caused by or attributable to the Parties collectively and is not to be construed against any particular Party. Instead, this Agreement is to be construed in a neutral manner, and no term or provision of this Agreement as a whole is to be construed more or less favorably to any one Party. Furthermore, the Parties hereby waive California Civil Code § 1654.

16. This Agreement may not be modified except as mutually agreed to in a writing signed by all the Parties.

17. No waiver, forfeiture or forbearance of or concerning any provision of this Agreement shall be deemed or shall constitute a waiver, forfeiture or forbearance of or concerning any of the other provisions hereof, or a continuing waiver, forfeiture or forbearance.

18. If, for any reason, any provision of this Agreement is determined to be invalid or unenforceable, such provision shall be automatically reformed to embody the essence of that provision to the maximum extent permitted by law, and the remaining provisions of this Agreement shall be construed, performed and enforced as if the reformed provision had been included in this Agreement at inception.

19. This Agreement may be executed in several counterparts, and any and all such executed counterparts, taken together, will constitute a single agreement binding on all Parties to this Agreement. Facsimiles of signatures may be taken as the actual signatures.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date set forth above.

Date: 10/26/19

WOODBRIDGE LIQUIDATION TRUST

By: _____
Name: Michael Goldberg
Title: Liquidating Trustee

Date: 7/9/19

GREGORY WOOD

_____

State of Wisconsin

Department of Financial Institutions

Tony Evers, **Governor** | Kathy Blumenfeld, **Secretary**

AFFIDAVIT OF SERVICE
AND COMPLIANCE WITH WIS. STAT. § 551.611

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

I, KATHERINE CLEMENTI, first being duly sworn, depose and state:

1. I am employed with the State of Wisconsin, Department of Financial Institutions, Division of Securities.

2. On the date of this Affidavit and in the course of regularly conducted activity, I have caused to be served by certified mail upon Gregory J. Wood & Wood Wealth Solutions, LLC at his last known address of 2368 Dahlke Circle, Verona, Wisconsin 53593:

   i. A copy of the signed Consent Order to Cease and Desist Including Civil Penalties & the signed Waiver and Consent to Order, DFI Case No. S-236002 (EX); and

   ii. A copy of this Affidavit of Service.

3. In compliance with Wis. Stat. §§ 227.48, 551.611, and 891.46; and Wis. Admin. Code. §§ DFI-Sec 8.06 and 8.07, I have also caused to be served copies of those same documents upon the Administrator for the Division of Securities.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge and belief.

Katherine Clementi
KATHERINE CLEMENTI

State of Wisconsin
Department of Financial Institutions
Division of Securities

Subscribed and sworn to before me

This 10th day of February, 2020.

Lindsay Fedler
Notary Public, State of Wisconsin
My commission is permanent.

(Notary Seal)

LINDSAY FEDLER
NOTARY
PUBLIC
STATE OF WISCONSIN