

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

ATTORNEY MONTHLY FEE STATEMENT COVER SHEET
FOR THE PERIOD MAY 1, 2024 THROUGH MAY 31, 2024

In re Invitae Corporation, *et al.*¹

Applicant: Cole Schotz P.C.

Case No. 24-11362 (MBK)

Client: Debtors and Debtors in Possession

Chapter 11

Case Filed: February 13, 2024

COMPLETION AND SIGNING OF THIS FORM CONSTITUTES A CERTIFICATION
UNDER PENALTY OF PERJURY PURSUANT TO 28 U.S.C. § 1746.

RETENTION ORDER ATTACHED.

/s/ Michael D. Sirota 6/25/2024
MICHAEL D. SIROTA Date

¹ The last four digits of Debtor Invitae Corporation’s tax identification number are 1898. A complete list of the Debtors in these chapter 11 cases and each such Debtor’s tax identification number may be obtained on the website of the Debtors’ claims and noticing agent at www.kcellc.net/invitae. The Debtors’ service address in these chapter 11 cases is 1400 16th Street, San Francisco, California 94103.



SECTION I FEE SUMMARY

Summary of Amounts Requested for the Period
May 1, 2024 through May 31, 2024 (the “**Compensation Period**”)

Fee Total	\$94,689.75
Disbursement Total	\$631.20
Total Fees Plus Disbursements	\$95,320.95

Summary of Amounts Requested for Previous Periods

Total Previous Fees and Expenses Requested:	\$180,456.43
Total Fees and Expenses Allowed to Date:	\$0.00
Total Retainer Remaining:	\$790,210.50
Total Holdback:	\$35,964.00
Total Received by Applicant:	\$144,492.43

Name of Professional and Title	Year Admitted	Hours	Rate	Fee
Michael D. Sirota Member	1986	24.30	\$1,475.00	\$35,842.50
Warren A. Usatine Member	1995	5.60	\$1,150.00	\$6,440.00
Felice R. Yudkin Member	2005	22.80	\$850.00	\$19,380.00
Daniel J. Harris Member	2008	10.10	\$775.00	\$7,827.50
Daniel J. Harris Member	2008	3.10	\$387.50 (travel)	\$1,201.25
Andreas D. Milliaressis Associate	2016	27.50	\$575.00	\$15,812.50
Frances Pisano Paralegal	n/a	17.70	\$380.00	\$6,726.00
Danielle E. Delehanty Paralegal	n/a	4.00	\$365.00	\$1,460.00
TOTALS	n/a	115.10	n/a	\$94,689.75

<p>SECTION II SUMMARY OF SERVICES</p>

Services Rendered	Hours	Fee
Asset Analysis	0.00	\$0.00
Asset/Business Disposition	7.10	\$5,630.00
Assumption and Rejection of Leases and Contracts	3.10	\$2,094.50
Preference Actions/Response	0.00	\$0.00
Budgeting (Case)	0.30	\$172.50
Business Operations	0.00	\$0.00
Case Administration	14.10	\$8,019.00
Claims Administration and Objections	0.70	\$1,032.50
Corporate Governance and Board Matters	0.00	\$0.00
Data Analysis	0.00	\$0.00
Employee Benefits/Pensions	0.00	\$0.00
Fee Application Preparation	13.30	\$7,267.00
Fee Employment	22.80	\$24,866.00
Fee Objections	0.00	\$0.00
Financing	4.70	\$4,640.00
Litigation	20.60	\$18,439.00
Meetings of Creditors	0.00	\$0.00
Disclosure Statement	7.90	\$6,574.00
Plan of Reorganization	9.50	\$9,834.50
Real Estate	0.00	\$0.00
Regulatory Compliance	0.00	\$0.00
Relief from Stay	6.10	\$3,734.50
Reporting	1.80	\$1,185.00
Tax Issues	0.00	\$0.00
Valuation	0.00	\$0.00
Non-Working Travel	3.10	\$1,201.25
SERVICES TOTALS	115.10	\$94,689.75

**SECTION III
SUMMARY OF DISBURSEMENTS**

Disbursements	Amount
Computer Assisted Legal Research	\$0.00
Facsimile	\$0.00
Long Distance Telephone/Conference Calls	\$0.00
In-House Reproduction	\$0.00
Outside Reproduction	\$0.00
Outside Research	\$0.00
Filing Fees	\$0.00
Court Fees	\$42.50
Court Reporting	\$588.70
Travel	\$0.00
Delivery Services / Federal Express	\$0.00
Postage	\$0.00
Other (Explain)	\$0.00
DISBURSEMENTS TOTAL	\$631.20

**SECTION IV
CASE HISTORY**

- (1) Date cases filed: February 13, 2024
- (2) Chapter under which cases commenced: Chapter 11
- (3) Date of retention: April 23, 2024, *nunc pro tunc* to February 13, 2024. See **Exhibit A**.
If limit on number of hours or other limitations to retention, set forth: n/a
- (4) Summarize in brief the benefits to the estate and attach supplements as needed:²
 - (a) The Applicant reviewed and provided advice on sale matters and matters pertaining to the assumption and rejection of leases.
 - (b) The Applicant reviewed and provided advice to co-counsel and the Debtors regarding the plan of reorganization and disclosure statement and attended to related filings.
 - (c) The Applicant, on behalf of itself and other retained professionals, reviewed and filed monthly fee statements.
 - (d) The Applicant attended to matters regarding its retention and the retention of ordinary course professionals, and advised the Debtors' other professionals, including co-counsel, regarding their respective retention applications.
 - (e) The Applicant reviewed and advised co-counsel on matters pertaining to the Official Committee of Unsecured Creditors, including with respect to the debtor-in-possession financing, the motion to extend time to remove actions, and the Official Committee of Unsecured Creditors' standing motion.
 - (f) The Applicant also reviewed pleadings and advised co-counsel on matters pertaining to pending motions for relief from the automatic stay.
 - (g) The Applicant provided legal advice to the Debtors and co-counsel regarding local rules, practice, and procedure.
 - (h) The Applicant tended to others matters concerning administration of these Chapter 11 cases as requested by the Debtors and co-counsel, including assisting with and filing monthly operating reports.

² The following summary is intended to highlight the general categories of services the Applicant rendered on behalf of the Debtors and for the benefit of the estates; it is not intended to itemize each and every professional service which the Applicant performed.

- (i) The Applicant rendered all other services set forth on the invoices attached hereto as **Exhibit B**.³
- (5) Anticipated distribution to creditors:
 - (a) Administration expense: Paid in full.
 - (b) Secured creditors: To be paid in accordance with the *Amended Joint Plan of Invitae Corporation and its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 615] (the “**Plan**”).
 - (c) Priority creditors: To be paid in accordance with the Plan.
 - (d) General unsecured creditors: To be paid in accordance with the Plan.
- (6) Final disposition of case and percentage of dividend paid to creditors: Unknown at this time.
- (7) This is the third monthly fee statement.

³ The invoice attached hereto as **Exhibit B** contains detailed descriptions of the services rendered and expenses incurred by the Applicant during the Compensation Period.

Exhibit A

Retention Order



Caption in Compliance with D.N.J. LBR 9004-1(b)

UNITED STATES BANKRUPTCY COURT DISTRICT OF NEW JERSEY
In re: INVITAE CORPORATION, <i>et al.</i> , Debtors. ¹

Order Filed on April 23, 2024
by Clerk
U.S. Bankruptcy Court
District of New Jersey

Chapter 11

Case No. 24-11362 (MBK) (Jointly Administered)

**ORDER APPROVING THE EMPLOYMENT AND RETENTION OF
COLE SCHOTZ P.C. AS CO-COUNSEL TO THE DEBTORS
NUNC PRO TUNC TO THE PETITION DATE**

The relief set forth on the following pages, numbered three (3) through seven (7), is hereby
ORDERED.

DATED: April 23, 2024


Honorable Michael B. Kaplan
United States Bankruptcy Judge

¹ The last four digits of Debtor Invitae Corporation’s tax identification number are 1898. A complete list of the Debtors in these chapter 11 cases and each such Debtor’s tax identification number may be obtained on the website of the Debtors’ claims and noticing agent at www.kcellc.net/invitae. The Debtors’ service address in these chapter 11 cases is 1400 16th Street, San Francisco, California 94103.

Caption in Compliance with D.N.J. LBR 9004-1(b)

KIRKLAND & ELLIS LLP
KIRKLAND & ELLIS INTERNATIONAL LLP
Joshua A. Sussberg, P.C. (admitted *pro hac vice*)
Nicole L. Greenblatt, P.C. (admitted *pro hac vice*)
Francis Petrie (admitted *pro hac vice*)
Jeffrey Goldfine (admitted *pro hac vice*)
601 Lexington Avenue
New York, New York 10022
Telephone: (212) 446-4800
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joshua.sussberg@kirkland.com
nicole.greenblatt@kirkland.com
francis.petrie@kirkland.com
jeffrey.goldfine@kirkland.com

-and-

KIRKLAND & ELLIS LLP
KIRKLAND & ELLIS INTERNATIONAL LLP
Spencer A. Winters, P.C. (admitted *pro hac vice*)
300 North LaSalle
Chicago, Illinois 60654
Telephone: (312) 862-2000
Facsimile: (312) 862-2200
spencer.winters@kirkland.com

*Proposed Co-Counsel to the Debtors and
Debtors in Possession*

COLE SCHOTZ P.C.
Michael D. Sirota, Esq.
Warren A. Usatine, Esq.
Felice R. Yudkin, Esq.
Daniel J. Harris, Esq.
Court Plaza North, 25 Main Street
Hackensack, New Jersey 07601
Telephone: (201) 489-3000
msirota@coleschotz.com
wusatine@coleschotz.com
fyudkin@coleschotz.com
dharris@coleschotz.com

*Proposed Co-Counsel to the Debtors and
Debtors in Possession*

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Debtors: INVITAE CORPORATION, *et al.*
Case No. 24-11362 (MBK)
Caption of Order: ORDER APPROVING THE EMPLOYMENT AND RETENTION OF COLE SCHOTZ P.C.
AS CO-COUNSEL TO THE DEBTORS *NUNC PRO TUNC* TO THE PETITION DATE

Upon the application (the “Application”)¹ of the above captioned debtors and debtors in possession (collectively, the “Debtors”), pursuant to sections 327(a), 329, and 330 of the Bankruptcy Code, Bankruptcy Rule 2014, and Local Rule 2014-1, authorizing the Debtors to employ and retain Cole Schotz P.C. (“Cole Schotz”) as their bankruptcy co-counsel in these proceedings *nunc pro tunc* to the Petition Date; and the Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Standing Order of Reference of the Bankruptcy Court Under Title 11*, entered July 23, 1984, and amended on September 18, 2012 (Simandle, C.J.); and consideration of the Application and the relief requested therein being a core proceeding pursuant to 28 U.S.C. § 157(b)(2), and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and notice of the Application having been given as provided in the Application, and such notice having been adequate and appropriate under the circumstances; and it appearing that no other or further notice of the Application need be provided; and upon the Declarations of Michael D. Sirota, Esq. and Ana Schrank in support thereof; and the Court being satisfied that Cole Schotz does not hold or represent any interest adverse to the Debtors, their estates, or their creditors, and is a disinterested person within the meaning of sections 327 and 101(14) of the Bankruptcy Code, and 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 therefor,

IT IS HEREBY ORDERED THAT:

1. The Application is **GRANTED** as set forth herein.
2. In accordance with sections 327(a), 329, and 330 of the Bankruptcy Code, the Debtors are hereby authorized and empowered to employ and retain Cole Schotz as their bankruptcy co-counsel

¹ Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Application.

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Debtors: INVITAE CORPORATION, *et al.*
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AS CO-COUNSEL TO THE DEBTORS *NUNC PRO TUNC* TO THE PETITION DATE

in these Chapter 11 Cases effective as of the Petition Date in accordance with the terms set forth in the Application and the Engagement Letter attached hereto as Exhibit 1, to the extent set forth herein.

3. Any and all compensation to be paid to Cole Schotz for services rendered on the Debtors' behalf, including compensation for services rendered in connection with the preparation of the petition and accompanying papers, shall be fixed by application to this Court in accordance with sections 330 and 331 of the Bankruptcy Code, such Federal Rules and Local Rules as may then be applicable, and any orders entered in these cases governing the compensation and reimbursement of professionals for services rendered and charges and disbursements incurred. Cole Schotz also shall make a reasonable effort to comply with the U.S. Trustee Guidelines, both in connection with the Application and the interim and final fee applications to be filed by Cole Schotz in the Chapter 11 Cases.

4. In order to avoid any duplication of effort and provide services to the Debtors in the most efficient and cost-effective manner, Cole Schotz shall coordinate with Kirkland & Ellis LLP, Kirkland & Ellis International LLP and any additional firms the Debtors retain regarding their respective responsibilities in these Chapter 11 Cases. As such, Cole Schotz shall use its best efforts to avoid duplication of services provided by any of the Debtors' other retained professionals in these Chapter 11 Cases.

5. Prior to applying any increases in its hourly rates beyond the rates set forth in the Application, Cole Schotz shall provide ten (10) days' prior notice of any such increases to the Debtors, the United States Trustee, and the Committee and shall file such notice with the Court. All parties in interest retain rights to object to any rate increase on all grounds, including the reasonableness standard

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Debtors: INVITAE CORPORATION, *et al.*
Case No. 24-11362 (MBK)
Caption of Order: ORDER APPROVING THE EMPLOYMENT AND RETENTION OF COLE SCHOTZ P.C.
AS CO-COUNSEL TO THE DEBTORS *NUNC PRO TUNC* TO THE PETITION DATE

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

6. Cole Schotz (i) shall only bill 50 percent for non-working travel; (ii) shall not seek the reimbursement of any fees or costs, including attorney fees and costs, arising from the defense of any objections to any of Cole Schotz's fee applications in this case; (iii) shall use the billing and expense categories set forth in the US Trustee Guidelines (Exhibit D-1 "Summary of Compensation Requested by Project Category"); and (iv) provide any and all monthly fee statements, interim fee applications, and final fee applications in "LEDES" format to the United States Trustee.

7. Notwithstanding anything in the Application or the Sirota Declaration to the contrary, Cole Schotz shall seek reimbursement from the Debtors' estates for its engagement-related expenses at the firm's actual cost paid.

8. Notwithstanding anything in the Application and the Sirota Declaration to the contrary, Cole Schotz shall (i) to the extent that Cole Schotz uses the services of independent contractors or subcontractors (collectively, the "Contractors") in these cases, pass through the cost of such Contractors at the same rate that Cole Schotz pays the Contractors; (ii) seek reimbursement for actual costs only; (iii) ensure that the Contractors are subject to the same conflicts checks as required for Cole Schotz; (iv) file with this Court such disclosures required by Bankruptcy Rule 2014; and (v) attach any such Contractor invoices to its monthly fee statements, interim fee applications and/or final fee applications filed in these cases. No agreement or understanding exists between Cole Schotz and any other person, other than as permitted by Bankruptcy Code section 504, to share compensation received for services rendered in connection with these cases, nor shall Cole Schotz share or agree to share compensation

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Debtors: INVITAE CORPORATION, *et al.*
Case No. 24-11362 (MBK)
Caption of Order: ORDER APPROVING THE EMPLOYMENT AND RETENTION OF COLE SCHOTZ P.C.
AS CO-COUNSEL TO THE DEBTORS *NUNC PRO TUNC* TO THE PETITION DATE

received for services rendered in connection with these cases with any other person other than as permitted by Bankruptcy Code section 504.

9. Notwithstanding Cole Schotz's Standard Terms of Engagement for Legal Services, the provision that "Our bills are due and payable upon receipt" shall be null and void during the pendency of these bankruptcy cases.

10. Notwithstanding Cole Schotz's Standard Terms of Engagement for Legal Services, during the pendency of the Chapter 11 Cases, Cole Schotz's retainer shall be treated like a security retainer and shall not be drawn down absent Court order.

11. As set forth in Cole Schotz's Standard Terms of Engagement for Legal Services, Cole Schotz's fees and expenses will be considered "earned" at the time they are incurred, notwithstanding the fact that any such amounts shall only be payable as set forth in the *Administrative Fee Order Establishing Procedures for the Allowance and Payment of Interim Compensation and Reimbursement of Expenses of Professionals Retained by Order of this Court* [Docket No. 187] and shall only be allowed upon entry of a Court order allowing them.

12. Notwithstanding Cole Schotz's Standard Terms of Engagement for Legal Services, the provision concerning fee disputes is null and void during the pendency of these Chapter 11 Cases.

13. If the Court denies the *Debtors' Motion for Entry of an Order Authorizing the Debtors to File Under Seal the Names of Certain Confidential Transaction Parties in Interest Related to the Debtors' Professional Retention Applications* [Docket No. 156], or such motion is withdrawn or the relief requested is moot, Cole Schotz will, within fourteen (14) days of such denial, withdrawal or other resolution, and through a supplemental declaration, disclose the identities of all Confidential Transactions Parties that were filed under seal.

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Debtors: INVITAE CORPORATION, *et al.*

Case No. 24-11362 (MBK)

Caption of Order: ORDER APPROVING THE EMPLOYMENT AND RETENTION OF COLE SCHOTZ P.C.
AS CO-COUNSEL TO THE DEBTORS *NUNC PRO TUNC* TO THE PETITION DATE

14. To the extent the Application, the Sirota Declaration, or any engagement agreement pertaining to this retention is inconsistent with this Order, the terms of this Order shall govern.

15. The Debtors are authorized to take all action necessary to carry out this Order.

16. This Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation, and/or enforcement of this Order.

EXHIBIT 1

Engagement Letter



Court Plaza North
25 Main Street
P.O. Box 800
Hackensack, NJ 07602-0800
201-489-3000 201-489-1536 fax
—
New York
—
Delaware
—
Maryland
—
Texas
—
Florida

Michael D. Sirota
Member
Admitted in NJ and NY

Reply to New Jersey Office
Writer's Direct Line: 201.525.6262
Writer's Direct Fax: 201.678.6262
Writer's E-Mail: msirota@coleschotz.com

January 5, 2024

**ATTORNEY-CLIENT PRIVILEGED
PERSONAL AND CONFIDENTIAL**

Via E-mail: ana.schrank@invitae.com

Ms. Ana Schrank
Invitae Corporation
1400 16th Street
San Francisco, CA 94103

Re: Engagement Agreement

Dear Ana:

Thank you for entrusting your legal needs to us. This letter and the accompanying Standard Terms of Engagement set forth the terms of Cole Schotz P.C.'s representation of Invitae Corporation, Genetic Solutions LLC, d/b/a Genelex, Genosity, LLC, ArcherDX, LLC, ArcherDX Clinical Services, Inc. and Ommdom Inc. (hereinafter collectively, "IC").

The scope of our representation shall be acting as co-counsel with Kirkland & Ellis ("K&E") in anticipated Chapter 11 cases to be filed by IC in the United States Bankruptcy Court for the District of New Jersey. The services the Firm will provide will include taking direction from K&E and IC with respect to the preparation and filing of the chapter 11 petitions, including review of documents and preparation of the petition with supporting schedules and statements. During the case, and subject to our ethical obligations discussed above, we will: (1) advise and consult on the prosecution of the chapter 11 cases, including all of the legal and administrative requirements of operating in chapter 11; (2) prepare such administrative and procedural applications and motions as may be required for the orderly and efficient conduct of the cases; (3) prosecute and defend litigation that may arise during the course of the cases; (4) consult with you concerning and participate in the formulation, negotiation, preparation and filing of a plan or plans of reorganization/liquidation and disclosure statement(s) to accompany the plan(s); (5) review and object to claims; (6) analyze, recommend, prepare, and bring causes of action permitted under the Bankruptcy Code; and (7) address conflict matters to the extent necessary and (8) take all steps necessary and appropriate to bring the cases to a conclusion.

The scope of our engagement can only be extended pursuant to supplemental written agreement. IC agrees to fully cooperate with us and to provide us with all information relevant to

 COLE SCHOTZ P.C.

Ms. Ana Schrank
January 5, 2024
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the issues involved in this matter. We agree to provide conscientious, competent and diligent services and at all times will coordinate with K&E to achieve a favorable outcome on a cost-effective basis. If you would like us to expand the scope of our engagement or the parties we represent, it must be subject to a separate written agreement.

The Firm's objective to charge a fair fee for the services rendered is achieved primarily by maintaining accurate records of the time spent by each attorney and paralegal on a particular matter and then billing for their time in accordance with the range of hourly rates established. I will be principally responsible for handling this matter. Presently, my hourly rate is \$1,475.00. I anticipate that I will also be working with my colleagues, Warren Usatine, Felice Yudkin, Daniel Harris and Andreas Milliaressis whose hourly rates are \$1,150.00, \$850.00, \$775.00 and \$575.00 respectively, among other lawyers and paralegals as needed. In addition to legal fees, our reasonable and documented out-of-pocket expenses (as more particularly set forth in our Standard Terms of Engagement) will also be reflected in our monthly invoices.

Retainer

A retainer is required of clients prior to undertaking representation. The initial retainer requested in this matter is \$200,000. An additional Chapter 11 retainer will be requested in advance of the commencement of the Chapter 11 cases. The Firm's invoices will be paid in regular intervals from the retainer account as fees are earned and expenses accrue. The initial retainer will be an evergreen retainer, replenished on a monthly basis (and before a chapter 11 proceeding is filed), such that the amount of the evergreen retainer will always be at least equal to the outstanding unpaid fees and expenses, whether billed or unbilled.

In the event of a Chapter 11 proceeding, post-petition fees, charges and disbursements will be due and payable immediately in accordance with fee procedures approved by the Bankruptcy Court. IC understands that while the arrangement in this paragraph may be altered in whole or in part by the Bankruptcy Court, IC shall nonetheless remain liable for payment of court approved post-petition fees and expenses. Such items are afforded administrative priority under 11 U.S.C. § 503(b)(1). The Bankruptcy Code provides in pertinent part, at 11 U.S.C. § 1129(a)(9)(A), that a plan of reorganization cannot be confirmed unless these priority expenses are paid in full (unless such claimants agree to different treatment) in cash on the effective date of any reorganization plan. After the petition date, the retainer shall be held and applied against the final Chapter 11 fee application. At the conclusion of our representation of IC, we will apply the balance of the retainer against our final statement and refund any excess to IC.

This agreement, as well as our entire attorney-client relationship, shall be governed exclusively by State of New Jersey law. Should any dispute arise regarding same which cannot be resolved amicably, the courts of the State of New Jersey shall be the exclusive jurisdiction for the dispute to be litigated.

If this agreement is acceptable, please indicate ICs' understanding and acceptance of the terms and conditions set forth herein by countersigning and returning a copy of this letter together with the initial retainer (\$200,000.00). The Firm's wiring instructions are attached for your convenience.

COLE SCHOTZ P.C.

Ms. Ana Schrank
January 5, 2024
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We look forward to working with you.

Very truly yours,

/s/ Michael D. Sirota

Michael D. Sirota

MDS:cdc

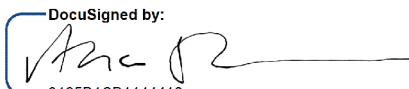
Attachment


cc: Warren A. Usatine, Esq.
Felice R. Yudkin, Esq.
Daniel J. Harris, Esq.
Andreas D. Milliaressis, Esq.

We consent to the terms and conditions set forth above and in the Standard Terms of Engagement for Legal Services attached herewith.

Invitae Corporation

Genetic Solutions LLC d/b/a Genelex

DocuSigned by:

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By:
Title:

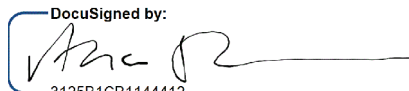
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By:
Title:


Dated: January __, 2024

Dated: January __, 2024

Genosity, LLC

ArcherDX, LLC

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By:
Title:

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By:
Title:

Dated: January __, 2024


Dated: January __, 2024


 COLE SCHOTZ P.C.

Ms. Ana Schrank
January 5, 2024
Page 4

ArcherDX Clinical Services, Inc.

Ommdom Inc.

DocuSigned by:

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By:
Title:

DocuSigned by:

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By:
Title:

Dated: January __, 2024

Dated: January __, 2024



STANDARD TERMS OF ENGAGEMENT FOR LEGAL SERVICES

This statement sets forth Cole Schotz P.C.'s ("we," "our," or the "Firm") standard terms of engagement as attorneys for the client(s) ("you" or "your") identified in the accompanying Engagement Letter. The Engagement Letter sets forth additional terms and conditions, and those terms control in any case where the Engagement Letter conflicts with these standard terms. The following terms are an integral part of our agreement and should be reviewed carefully. We also suggest that you retain this statement in your files. If at any time you have questions about these terms, please let us know as soon as possible so that we can provide you with timely answers.

THE SCOPE OF OUR WORK

The scope of the legal services we agree to perform for you is only as expressly described in the Engagement Letter. If at any time you are not certain about the scope of our representation, please contact us for clarification. We are happy to answer any questions you may have.

We will do our best to serve you efficiently. The outcome of any matter is subject to inherent risks and other factors beyond our control. Therefore, we have not made, and cannot make, any guarantees or promises concerning the outcome of this matter. Any statements on our part concerning the likely outcome of a matter are expressions of our professional assessment of the matter in question, and such assessments always present a degree of uncertainty because they are limited by our knowledge of the facts, unsettled areas of the law, changes in the state of the law, equitable considerations, exercise of judgment in the application of the law, and many other unknown factors.

This engagement may result in a variety of tax or other consequences, including without limitation, regulatory matters or potential reporting requirements (such as under the Corporate Transparency Act). Unless specifically stated in the accompanying Engagement Letter, the scope of our engagement does not include such tax, regulatory matters, reporting or other advice. The Firm will only provide tax advice upon your request and entry into a separate written agreement or amendment to this engagement acceptable to you and the Firm.

Also, unless specifically stated in the accompanying Engagement Letter, the scope of our representation does not include determining whether you possess insurance coverage for any of the losses or expenses that you may incur in connection with this matter. You should immediately contact your insurance company or

broker if you believe such coverage may exist. Alternatively, you may retain the Firm to assist with making that inquiry and determining coverage, but such expansion of the scope of our engagement must be agreed to in writing.

WHO PROVIDES THE LEGAL SERVICES

We assign an attorney as your primary contact at the Firm. This should be someone in whom you have confidence and with whom you enjoy working. You are free to request a change of contact person at any time. The legal work we perform for you may be performed by other lawyers, paralegals and legal assistants in the Firm as well. We delegate work among our lawyers, paralegals and legal assistants to promote effective and efficient rendition of necessary services. We are happy to advise you of the names of those attorneys, paralegals and legal assistants who work on your matters and their billing rates.

HOW FEES ARE SET

We bill you based on the hourly rates for our attorneys and other professionals, depending on the time involved in rendering the necessary services. We record the time spent on your work, such as internal and external meetings, conferences, negotiations, factual and legal research and analysis, court appearances, document preparation and revision, drafting and review of correspondence, travel on your behalf, and other related services.

The hourly rates of our lawyers, paralegals and legal assistants are based on each timekeeper's knowledge and experience in his/her field and are reviewed and adjusted annually (typically in September) to reflect current levels of legal experience, changes in overhead costs, and other relevant factors. Any rate changes will be reflected in our monthly invoices. You will not receive a separate rate change notice.

Our current range of hourly rates is as follows:

Members	\$575.00 to \$1,475.00 per hour
Special Counsel	\$620.00 to \$750.00 per hour
Associates	\$350.00 to \$645.00 per hour
Paralegals	\$260.00 to \$440.00 per hour
Litigation Support Specialists	\$405.00 to \$510.00 per hour

We are often requested to estimate the amount of fees and costs likely to be incurred in connection with a particular matter. Whenever possible, we furnish such an estimate based upon our professional judgment, but



when we do so, it is always with the understanding that it is not a maximum or fixed-fee quotation. The ultimate cost frequently is more or less than the amount estimated.

For certain well-defined services, we may quote a fixed fee. Generally, however, we do not accept a fixed fee engagement except in such circumstances or pursuant to a special arrangement tailored to the needs of a particular client. In all such situations, the fixed fee arrangement is expressed in the Engagement Letter, setting forth both the amount of the fee and the scope of the services to be provided in exchange for the fixed fee.

In certain situations, we provide legal services on a contingent fee basis. Any such arrangement must be reflected in a written contingent fee agreement.

OUT-OF-POCKET EXPENSES

As part of our representation, we may incur expenses on your behalf, and these must be paid by you on a timely basis. Whenever such costs are incurred, we itemize and bill them. Typical of such costs are conference calls; postage; messenger services, and express delivery charges; filing fees; deposition and transcript costs; witness fees; travel and overnight expenses; copying, scanning and printing charges; computer research charges (e.g. Lexis and Westlaw research); charges from outside experts and consultants (including accountants, appraisers, and other legal counsel) and fees and expenses related to collecting, hosting and processing electronically stored information. We generally request that outside service providers directly bill our clients for individual charges in excess of \$500, or we may invoice you for such charges billed to the Firm prior to your regularly scheduled invoicing.

RETAINER AND TRUST DEPOSITS

You may be asked to pay a retainer in connection with our representation of you. If so, the Engagement Letter provides details about the terms of the retainer.

During the course of our representation, it may be necessary for us to hold funds on your behalf in our Attorney Trust Account. Such trust funds will be deposited and held in a financial institution insured by the Federal Deposit Insurance Corporation ("FDIC").

Federal depository insurance coverage is currently limited to \$250,000.00 per account holder in each insured financial institution. Funds held for you in our Attorney Trust Account are aggregated with all other funds belonging to you in the same financial institution in determining whether your deposit balance exceeds insurance limits. You will be notified by our trust

accounting department of the financial institution(s) being used. The funds being held on your behalf in trust together with other funds not held by us on your behalf but to your credit in the same financial institution may exceed FDIC insurance coverage and therefore may not be insured in the event of a bank failure.

If you have any questions, you may contact our Accounting Department.

BILLING ARRANGEMENTS AND TERMS OF PAYMENT

We bill you on a regular basis, normally each month, for both fees and disbursements. To efficiently render our bills, we may render a bill through a date other than month-end. Fees and expenses, and the associated retainer, will be considered to be "earned" at the time that any fees and expenses are incurred. Our bills are due and payable upon receipt.

If your account becomes delinquent, you agree to promptly bring the account current. If the delinquency continues and you do not arrange satisfactory payment terms, we may withdraw from the representation (subject to court approval, if necessary) and pursue collection of your account. You agree to pay the costs of collecting the debt, including court costs, filing fees, and reasonable attorneys' fees.

FEE DISPUTES

If you disagree with any particular invoice, you must send us a written objection within thirty (30) days of your receipt of the invoice or you will be deemed to have approved the charges. Typically, such disagreements are resolved to the satisfaction of both sides, with little inconvenience or formality. In the event of a fee dispute that is not readily resolved, you may have the right to request arbitration under supervision of the state bar for the jurisdictions in which we practice.

POTENTIAL CONFLICTS/UNRELATED MATTERS WAIVER

Our Firm represents many other clients. It is possible that during the time we are representing you some of our present or future clients may have disputes with you. You agree that we may continue to represent, or may undertake in the future to represent, existing or new clients in any matter that is not substantially related to our work for you, even if the interests of such clients in those other matters are directly adverse to your interests. We agree, however, that your prospective consent to conflicting representation contained in the preceding sentence shall not apply in any instance where, as a result of our representation of you, we have obtained proprietary or other confidential



information of a nonpublic nature that, if known to such other client, could be used in any such other matter by such client to your material disadvantage.

In bankruptcy matters, it is possible that we will be asked to represent other creditors or parties-in-interest. You agree that we may continue to represent or may undertake in the future to represent existing and new clients in such matters. Of course, we will not represent another client in such matters who will take action directly adverse to you.

PRESERVATION OF ELECTRONICALLY STORED AND OTHER INFORMATION

If the matter for which we are engaged involves a dispute which could reasonably lead to litigation, you may be required to produce documents and other materials relating to such matter in the event of litigation. Therefore, it is vital in any such matter that you preserve all documents (hard copy and electronic), data compilations and tangible objects. The requirement to preserve these materials is a continuing one and will last until you are advised to stop. Failure to preserve these materials could result in Court-imposed penalties or sanctions against you and/or others and can expose those involved to claims for spoliation of evidence. In applicable matters, a "Legal Hold Notice" that further discusses these issues will accompany the Engagement Letter.

TERMINATION

You may terminate our representation at any time by notifying us in writing. Your termination of our services does not affect your responsibility for payment of fees for legal services rendered and out-of-pocket costs incurred before termination and in connection with an orderly transition of the matter, including the collection, processing and transmittal of your file to you or substitute counsel.

Subject to the rules of professional responsibility for the jurisdictions in which we practice, we may withdraw from representation if you fail to abide by these Terms of Engagement as modified by the Engagement Letter, including, for example, nonpayment of fees or costs, misrepresentation or failure to disclose material facts, conflicts of interest with another client, or your failure to communicate or cooperate with us. We try to identify in advance and discuss with our client(s) any situation that may lead to our withdrawal and, if withdrawal ever becomes necessary, we immediately give written notice of our withdrawal. Our right to withdraw depends upon the circumstances existing at the time we seek withdrawal, and we will not withdraw unless withdrawal can be accomplished without violation of applicable rules of professional conduct.

CONCLUSION OF REPRESENTATION; DISPOSITION OF DOCUMENTS

Unless previously terminated, our representation of you concludes upon our sending our final statement for services rendered in the matter covered in our Engagement Letter. We maintain in confidence any otherwise nonpublic information that you have supplied to us, and that we retain, in accordance with applicable rules of professional conduct. At your request, your papers and property are returned promptly upon receipt of payment for outstanding fees and costs. We may retain copies pertaining to the matter for our files. Any such documents retained by us may be transferred to the person responsible for administering our records retention program. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to destroy or otherwise dispose of any such documents or other materials after the termination of the engagement. We may also transfer the information on the documents to electronic media. If we are served with a subpoena for your file, we will notify you. If we are required to comply with the subpoena, you will be responsible for the legal fees and costs incurred, including the review and analysis of documents to determine if privileged documents should be withheld.

DISCLOSURE OF REPRESENTATION

You hereby acknowledge and agree that, subject to the attorney-client privilege, we may represent to third parties that you are a client of the Firm, we may use your logo in connection with marketing and business development initiatives, and we may provide a general description of the services rendered for your benefit.

POST-ENGAGEMENT MATTERS

You are engaging us to provide legal services in connection with a specific matter. After completion of the matter, changes may occur in the applicable laws or regulations or facts that could have an impact upon your compliance with law, or rights and liabilities. Unless you specifically engage us with regard to future legal development(s) relating to this matter, we have no continuing obligation to advise you with respect to future legal developments concerning the matter (whether arising due to change in fact or law). In addition, and without limiting the generality of the foregoing, it is your responsibility, and we assume no responsibility for keeping track of critical dates, time periods by which notices must be given or advising you of the dates, or time periods by which you must address future deadlines or critical dates such as filing, reporting, renewal options, UCC continuation statements or payment due dates or otherwise.

Exhibit B

Invoice



INVITAE CORPORATION
1400 16TH STREET
SAN FRANCISCO, CA 94103

Invoice Date: June 24, 2024
Invoice Number: 979919
Matter Number: 67217-0001

Re: CHAPTER 11 REORG. DEBTOR

FOR PROFESSIONAL SERVICES THROUGH MAY 31, 2024

ASSET/ BUSINESS DISPOSITION **7.10** **5,630.00**

<u>DATE</u>	<u>INITIALS</u>	<u>Description</u>	<u>HOURS</u>	<u>AMOUNT</u>
05/02/24	DJH	REVIEW RECENTLY FILED SALE OBJECTIONS	0.40	310.00
05/03/24	ADM	REVIEW SWIFT DECLARATION IN SUPPORT OF SALE FOR FILING (0.3); EMAIL WITH KE TEAM RE: SAME AND COORDINATE FILING AND SERVICE WITH F. PISANO (0.1)	0.40	230.00
05/03/24	FP	PREPARE (.30) AND EFILE (.20) ANDREW SWIFT DECLARATION ISO ORDER APPROVING SALE	0.50	190.00
05/03/24	FRY	REVIEW DECLARATION RE SALE FOR FILING	0.40	340.00
05/07/24	ADM	REVIEW REVISED SALE ORDER AND REDLINE (0.5); PREPARE AND SUBMIT SAME TO CHAMBERS (0.2)	0.70	402.50
05/07/24	DJH	MEET WITH CO-COUNSEL PRIOR TO HEARING	0.50	387.50
05/07/24	DJH	ATTEND HEARING IN TRENTON	2.20	1,705.00
05/07/24	ADM	CORRESPONDENCE WITH COURT RESUBMITTING ORDER (0.2); CORRESPOND WITH KE TEAM RE: FOLLOW UP REQUEST FROM COURT (0.1)	0.20	115.00
05/07/24	FRY	REVIEW HEARING PRESENTATION (.3); EMAIL TO CHAMBERS RE SAME (.1)	0.40	340.00
05/07/24	WAU	ATTENDANCE (TELEPHONIC AND PARTIAL) FOR 5/7 HEARINGS	1.40	1,610.00

ASSUMPTION/REJECTION OF LEASE AND CONTRACT **3.10** **2,094.50**

<u>DATE</u>	<u>INITIALS</u>	<u>Description</u>	<u>HOURS</u>	<u>AMOUNT</u>
05/01/24	DJH	CORRESPOND WITH CREDITOR REGARDING CURE NOTICE	0.20	155.00
05/02/24	FRY	MULTIPLE EMAILS RE SERVICE OF ASSUMPTION NOTICE AND DEADLINE TO OBJECT	0.30	255.00
05/02/24	FRY	EMAILS TO/FROM COURT AND CO-COUNSEL RE OBJECTION TO ASSUMPTION NOTICE	0.30	255.00
05/02/24	WAU	REVIEW AND RESPOND TO MULTIPLE EMAILS RE: CURE OBJECTION DEADLINE ISSUES	0.30	345.00
05/06/24	ADM	CALL WITH CO-COUNSEL KE RE: CURE RESOLUTION AND ADJOURNMENT	0.10	57.50

Re: CHAPTER 11 REORG. DEBTOR
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<u>DATE</u>	<u>INITIALS</u>	<u>Description</u>	<u>HOURS</u>	<u>AMOUNT</u>
05/16/24	ADM	REVIEW AND REVISE ADJ. REQUEST RE: LEASE REJECTION (0.2); EMAIL TO CO-COUNSEL KE RE: SAME (0.1)	0.30	172.50
05/16/24	ADM	CORRESPOND WITH CO-COUNSEL KE RE: ADJOURNMENT OF LEASE REJECTION AND REVISE REQUEST (0.1); FINALIZE AND SUBMIT SAME TO CHAMBERS (0.2)	0.30	172.50
05/16/24	FP	REVIEW (.20) INFORMATION AND DRAFT (.20) ADJOURNMENT REQUEST RE: REJECTION MOTION (DN 126); CIRCULATE FOR REVIEW (.10)	0.50	190.00
05/21/24	FRY	REVIEW MOTION TO EXTEND 365(D)(4) DEADLINE FOR FILING	0.40	340.00
05/21/24	FP	PREPARE AND EFILE MOTION TO EXTEND TIME TO ASSUME/REJECT LEASES/CONTRACTS (.30); COORDINATE SERVICE (.10)	0.40	152.00

BUDGETING (CASE) 0.30 172.50

<u>DATE</u>	<u>INITIALS</u>	<u>Description</u>	<u>HOURS</u>	<u>AMOUNT</u>
05/02/24	ADM	REVIEW FEE BALANCES AND CORRESPOND WITH FTI AND CS TEAM RE: BUDGET	0.30	172.50

CASE ADMINISTRATION 14.10 8,019.00

<u>DATE</u>	<u>INITIALS</u>	<u>Description</u>	<u>HOURS</u>	<u>AMOUNT</u>
05/02/24	MDS	CORRESP. TO ATTORNEY/CO-COUNSEL KIRKLAND RE: COURT HEARING	0.20	295.00
05/03/24	ADM	CORRESPOND WITH KE RE: AGENDA (0.1); CALL WITH F. YUDKIN RE: SAME (0.1)	0.20	115.00
05/03/24	ADM	REVIEW AGENDA AND DOCKET AND PROVIDE COMMENTS TO KE	0.40	230.00
05/03/24	ADM	CORRESPOND WITH KE TEAM RE: UPCOMING FILINGS	0.10	57.50
05/03/24	ADM	REVIEW EMAILS RE: AGENDA (0.1); CALL WITH O. ACUNA RE: SAME (0.1)	0.20	115.00
05/03/24	FRY	REVIEW AND COMMENT ON AGENDA	0.30	255.00
05/03/24	MDS	CONFERENCE WITH ATTORNEY/CO-COUNSEL F. YUDKIN RE: OPEN ISSUES FOR TUESDAY COURT HEARING	0.80	1,180.00
05/03/24	FP	PREPARE AND EFILE AGENDA FOR 5/7/24 HEARING (.30); COORDINATE SERVICE (.10)	0.40	152.00
05/06/24	ADM	CALL WITH CO-COUNSEL KE RE AMENDED AGENDA	0.10	57.50
05/06/24	ADM	ELECTRONIC CORRESPONDENCE WITH CO-COUNSEL KE RE: HEARING	0.20	115.00
05/06/24	ADM	CORRESPOND WITH KCC TEAM RE: PUBLISHING DIAL-IN INFORMATION (0.1); CORRESPOND WITH CHAMBERS RE: SAME (0.1)	0.20	115.00
05/06/24	ADM	CORRESPOND WITH M. SIROTA RE: HEARING (0.1); CALLS WITH F. YUDKIN AND D. DELEHANTY RE: SAME (0.1)	0.20	115.00

Re: CHAPTER 11 REORG. DEBTOR
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<u>DATE</u>	<u>INITIALS</u>	<u>Description</u>	<u>HOURS</u>	<u>AMOUNT</u>
05/06/24	DED	DRAFT AND SEND E-MAIL TO CHAMBERS AND FOLLOW UP E-MAIL REGARDING PRESENTER STATUS FOR 05.07.24 HEARING	0.30	109.50
05/06/24	DJH	CORRESPOND REGARDING UPCOMING FILINGS	0.40	310.00
05/06/24	MDS	REVIEW NOTICE OF AGENDA IN PREPARATION FOR HEARING	0.20	295.00
05/06/24	FP	PREPARE (.20) AND EFILE (.20) NOTICE OF AMENDED AGENDA FOR 5/7/24 HEARING; COORDINATE SERVICE (.10)	0.50	190.00
05/07/24	ADM	REVIEW REVISED AGENDA FOR FILING (0.3); CALL WITH KE TEAM RE: SAME (0.1); COORDINATE FILING AND SERVICE WITH F. PISANO (0.1)	0.50	287.50
05/07/24	ADM	SUBMIT ADDITIONAL REQUESTS TO COURT FOR PRESENTER STATUS FOR HEARING	0.10	57.50
05/07/24	ADM	CALL WITH COURT RE: HEARING ATTENDANCE (0.1); EMAIL TO CS ATTORNEYS RE: SAME (0.1)	0.20	115.00
05/07/24	DED	REVIEW DOCKET AND RECENTLY FILED PLEADINGS AND UPDATE INTERNAL CALENDAR WITH CRITICAL DEADLINES, ADJOURNMENTS AND HEARING DATES AND CIRCULATE SAME TO TEAM	0.50	182.50
05/07/24	FP	RESEARCH DIAL IN INFORMATION FOR LISTEN ONLY ON 5/7/24 HEARING (.10) AND CIRCULATE INFO TO ATTORNEY (.10)	0.20	76.00
05/08/24	ADM	REVIEW MSL FOR FILING (0.1); COORDINATE FILING WITH F. PISANO (0.1)	0.20	115.00
05/08/24	FP	EMAILS EXCHANGED REQUESTING TRANSCRIPT FROM J&J OF 5/7/24 HEARING FOR K&E	0.20	76.00
05/08/24	FP	EMAILS EXCHANGED WITH K&E RE: REQUEST FOR COPY OF 5/7/24 HEARING TRANSCRIPT AND STATUS OF SAME	0.20	76.00
05/08/24	FP	CALLS EXCHANGED WITH ATTORNEY REQUESTING SEALING OF DOCUMENT 453 FROM DOCKET AS CONTAINS PERSONAL IDENTIFIABLE INFORMATION (.10); TELEPHONE TO TRENTON CLERK'S OFFICE AND LEFT MESSAGE (.10)	0.20	76.00
05/08/24	FP	PREPARE (.20) AND EFILE (.10) MSL AS OF 5/8/24	0.30	114.00
05/09/24	FP	FOLLOW UP CALL TO CLERK'S OFFICE RE: DOC. 453 (.10); CALL BACK FROM CHAMBERS (.10)	0.20	76.00
05/09/24	FP	CIRCULATE COPY OF MAY 7, 2024 TRANSCRIPT TO FRANCIS PETRIE OF K&E, AND COPY TO D. HARRIS	0.20	76.00
05/09/24	FP	DOWNLOAD (.10) FILESITE (.10) AND CIRCULATE (.10) TRANSCRIPT OF 5/7/24 HEARING TO K&E	0.30	114.00
05/10/24	FP	CALL BACK FROM CLERK'S OFFICE RE: QUESTIONS ON DOCUMENTS FILED CONTAINING PERSONAL IDENTIFIABLE INFORMATION	0.20	76.00
05/14/24	ADM	CORRESPOND WITH CO-COUNSEL KE RE: CREDITOR MATRIX/MOTION TO SEAL ADJOURNMENT	0.20	115.00

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<u>DATE</u>	<u>INITIALS</u>	<u>Description</u>	<u>HOURS</u>	<u>AMOUNT</u>
05/15/24	ADM	REVIEW DOCKET AND PREPARE LIST OF MATTERS GOING FORWARD ON MAY 20 (0.3); CORRESPOND WITH KE TEAM RE: SAME (0.1); FOLLOW UP CORRESPONDENCE WITH COURT RE: SAME (0.1)	0.50	287.50
05/15/24	ADM	REVIEW AND REVISE ADJOURNMENT REQUEST RE: CREDITOR MATRIX (0.2); FINALIZE AND SUBMIT TO CHAMBERS (0.2)	0.30	172.50
05/15/24	DED	REVIEW DOCKET AND RECENTLY FILED PLEADINGS AND UPDATE INTERNAL CALENDAR WITH CRITICAL DEADLINES, ADJOURNMENTS AND HEARING DATES AND CIRCULATE SAME TO TEAM	0.60	219.00
05/15/24	FP	REVIEW COURT NOTICES AND UPDATE CALENDARS	0.20	76.00
05/15/24	FP	REVIEW AND CALENDAR ADJOURNMENT REQUEST RE: MOTION TO FILE MATRIX (DN 17) AND MOTION TO FILE CONF. INFORMATION UNDER SEAL (DN 156)	0.20	76.00
05/16/24	ADM	CALL WITH F. YUDKIN RE: MAY 20 HEARING	0.10	57.50
05/16/24	ADM	CORRESPONDENCE TO COURT RE: MAY 20 HEARING	0.10	57.50
05/16/24	ADM	REVIEW DOCKET AND CORRESPOND WITH CO-COUNSEL RE: CALENDAR UPDATE FOR CHAMBERS	0.20	115.00
05/21/24	DED	REVIEW DOCKET AND RECENTLY FILED PLEADINGS AND UPDATE INTERNAL CALENDAR WITH CRITICAL DATES, ADJOURNMENTS AND HEARING DATES AND CIRCULATE SAME TO TEAM	0.50	182.50
05/22/24	FP	REVIEW NOTICES AND WORK ON UPDATES TO CALENDARS	0.20	76.00
05/28/24	DED	REVIEW DOCKET AND RECENTLY FILED PLEADINGS AND UPDATE INTERNAL CALENDAR WITH CRITICAL DATES, ADJOURNMENTS AND HEARING DATES AND CIRCULATE SAME TO TEAM	0.50	182.50
05/28/24	FP	EMAILS EXCHANGED WITH CHAMBERS COORDINATING ATTORNEY ATTENDANCE AT 5/30/24 HEARING	0.30	114.00
05/29/24	ADM	CORRESPOND WITH CO-COUNSEL KE RE: HEARING AGENDA (0.1); REVIEW AGENDA AND PROVIDE COMMENTS TO SAME (0.2); REVIEW REVISED AGENDA (0.1); COORDINATE FILING AND SERVICE WITH F. PISANO (0.1)	0.50	287.50
05/29/24	FRY	REVIEW AND COMMENT ON AGENDA	0.20	170.00
05/29/24	DJH	CORRESPOND REGARDING AGENDA	0.30	232.50
05/29/24	FP	RESEARCH SPEAKING LINES REQUESTED TO CHAMBERS AND IF APPROVED	0.20	76.00
05/29/24	FP	PREPARE AND EFILE NOTICE OF AGENDA FOR 5/30/24 HEARING (.30); COORDINATE SERVICE (.10)	0.40	152.00
05/30/24	DED	CONFER WITH KE REGARDING EXPEDITED TRANSCRIPT OF 05.30.24 HEARING AND REQUEST SAME FROM J&J TRANSCRIPTION	0.20	73.00
05/31/24	DED	REVIEW AND RETRIEVE 05.30.24 HEARING TRANSCRIPT AND CIRCULATE SAME TO KE TEAM	0.20	73.00

COLE SCHOTZ P.C.

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CLAIMS ADMINISTRATION AND OBJECTIONS**0.70 1,032.50**

<u>DATE</u>	<u>INITIALS</u>	<u>Description</u>	<u>HOURS</u>	<u>AMOUNT</u>
05/21/24	MDS	REVIEW MOTION TO OBJECT TO SENIOR NOTE CLAIMS AND MEMORANDUM OF LAW	0.70	1,032.50

DISCLOSURE STATEMENT**7.90 6,574.00**

<u>DATE</u>	<u>INITIALS</u>	<u>Description</u>	<u>HOURS</u>	<u>AMOUNT</u>
05/09/24	ADM	CALL TO COURT RE: DS HEARING DATE	0.10	57.50
05/09/24	FP	PREPARE AND EFILE MOTION FOR ENTRY OF ORDER APPROVING ADEQUACY OF DISCLOSURE STATEMENT (2) PLAN, AND (3) DISCLOSURE STATEMENT (1.00); COORDINATE SERVICE (.20)	1.20	456.00
05/09/24	FRY	REVIEW DS MOTION FOR FILING	0.40	340.00
05/09/24	FRY	REVIEW NOTICE RE DISCLOSURE STATEMENT	0.20	170.00
05/10/24	WAU	REVIEW PLAN OF REORGANIZATION/DISCLOSURE STATEMENT/DISCLOSURE STATEMENT MOTION	1.30	1,495.00
05/13/24	FP	EMAILS EXCHANGED RE: FILING OF DISCLOSURE STATEMENT ORDER	0.20	76.00
05/13/24	FRY	EMAILS TO/FROM CO-COUNSEL RE DS ORDER	0.20	170.00
05/14/24	FP	PREPARE AND EFILE NY TIMES PROOF OF PUBLICATION NOTICE RE: MOTION APPROVING DISCL. STATEMENT	0.30	114.00
05/14/24	FRY	REVIEW NOTICE OF PUBLICATION FOR FILING	0.10	85.00
05/14/24	FRY	EMAIL TO/FROM UST RE DS MOTION	0.20	170.00
05/15/24	ADM	REVIEW REVISED DS ORDER FOR FILING (0.3); EMAIL TO KE AND CS TEAMS RE: SAME (0.1); COORDINATE FILING AND SERVICE WITH F. PISANO (0.1)	0.50	287.50
05/15/24	FP	PREPARE (X2) AND EFILE PROPOSED ORDER APPROVING ADEQUACY OF DISCLOSURE STATEMENT (.40); COORDINATE SERVICE (.10)	0.50	190.00
05/15/24	MDS	REVIEW PROPOSED ORDER DISCLOSURE STATEMENT	1.60	2,360.00
05/15/24	FRY	REVIEW DS ORDER AND EXHIBITS FOR FILING	0.40	340.00
05/22/24	DED	UPDATE CASE CALENDAR REGARDING RECENT FILINGS RELATED TO DISCLOSURE STATEMENT FILINGS	0.20	73.00
05/22/24	FP	PREPARE AND EFILE NOTICE OF FILING OF LIQUIDATION ANALYSIS AND EXHIBIT TO DISCLOSURE STATEMENT (.40); COORDINATE SERVICE (.10)	0.50	190.00

FEE APPLICATION PREPARATION**13.30 7,267.00**

<u>DATE</u>	<u>INITIALS</u>	<u>Description</u>	<u>HOURS</u>	<u>AMOUNT</u>
05/06/24	ADM	REVIEW INVOICE WITH ATTENTION TO PRIVILEGE	0.50	287.50
05/08/24	FP	CONTINUED REVIEW OF INVOICE WITH ATTENTION TO REDACTIONS AND PRIVILEGE	1.00	380.00
05/08/24	FP	WORK ON INVOICE WITH ATTENTION TO REDACTIONS AND PRIVILEGE	1.00	380.00

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<u>DATE</u>	<u>INITIALS</u>	<u>Description</u>	<u>HOURS</u>	<u>AMOUNT</u>
05/09/24	ADM	REVIEW FTI MFS FOR FILING (0.2); COORDINATE FILING AND SERVICE WITH F. PISANO (0.1)	0.30	172.50
05/09/24	FP	PREPARE (.20), AND EFILE (.20) FTI CONSULTING FIRST MFS; COORDINATE SERVICE (.10)	0.50	190.00
05/10/24	ADM	REVIEW AND REVISE INVOICE WITH ATTENTION TO PRIVILEGE	0.30	172.50
05/13/24	ADM	REVIEW INVOICE WITH ATTENTION TO PRIVILEGE AND REDACTION (0.7); EMAIL TO CS TEAM RE: SAME (0.1)	0.80	460.00
05/14/24	DJH	REVIEW APRIL MONTHLY FEE STATEMENT	0.80	620.00
05/15/24	ADM	REVISE INVOICE WITH ATTENTION TO PRIVILEGE	1.10	632.50
05/15/24	FRY	REVIEW INVOICE FOR REDACTION AND PRIVILEGE	0.50	425.00
05/17/24	ADM	PREPARE FIRST AND SECOND MONTHLY FEE STATEMENT	1.70	977.50
05/17/24	FRY	REVIEW AND COMMENT ON FIRST AND SECOND MONTHLY FEE STATEMENT	0.60	510.00
05/20/24	ADM	FINALIZE FIRST CS MFS FOR FILING (0.5); FINALIZE SECOND CS MFS FOR FILING (0.5); COORDINATE FILING AND SERVICE WITH F. PISANO (0.2)	1.20	690.00
05/20/24	ADM	REVIEW DRAFT MFS FOR KCC (0.2); PROVIDE COMMENTS TO SAME FOR FILING (0.2)	0.40	230.00
05/20/24	FP	PREPARE AND EFILE KURTZMAN CARSON FIRST MONTHLY FEE STATEMENT (FEB 13 - APRIL 30, 2024) (.40); COORDINATE SERVICE (.10)	0.50	190.00
05/20/24	FP	PREPARE AND EFILE (1) COLE SCHOTZ MARCH MFS (.20); (2) COLE SCHOTZ APRIL MFS (.20); COORDINATE SERVICE (.20)	0.60	228.00
05/24/24	ADM	REVIEW FTI FEE STATEMENT FOR FILING (0.2); CORRESPOND WITH KE TEAM RE: SAME AND COORDINATE FILING WITH D. DELEHANTY (0.1)	0.30	172.50
05/24/24	DED	REVIEW, PREPARE, FILE AND SERVE FTI APRIL 2024 MFS	0.30	109.50
05/28/24	FP	REVISE CERTIF. OF NO OBJECTION RE: FTI FIRST MFS, PREPARE AND EFILE (.30); COORDINATE SERVICE (.10)	0.40	152.00
05/30/24	ADM	PREPARE FEE SUMMARY EXPLANATION FOR CLIENT (0.4); CONFER WITH F. YUDKIN RE: SAME (0.1)	0.50	287.50
FEE EMPLOYMENT			22.80	24,866.00

<u>DATE</u>	<u>INITIALS</u>	<u>Description</u>	<u>HOURS</u>	<u>AMOUNT</u>
05/01/24	FRY	CONFER WITH CO-COUNSEL RE RETENTION HEARING	0.30	255.00
05/01/24	MDS	CONFERENCE WITH ATTORNEY/CO-COUNSEL F. YUDKIN AND W. USATINE RE: KE RESPONSE TO UST OBJECTION	0.30	442.50
05/01/24	MDS	REVIEW EMAILS RE RETENTION DISPUTE	0.40	590.00
05/01/24	MDS	REVIEW W&C FURTHER INQUIRY RE RETENTION	0.40	590.00
05/01/24	MDS	REVIEW UST OBJECTIONS AND KE RESPONSE RE: RETENTION MATTERS	0.40	590.00
05/01/24	MDS	TELEPHONE FROM ATTORNEY/CO-COUNSEL KE RE: PREPARATION FOR RETENTION HEARING	0.30	442.50

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<u>DATE</u>	<u>INITIALS</u>	<u>Description</u>	<u>HOURS</u>	<u>AMOUNT</u>
05/01/24	MDS	CONFERENCE ATTORNEY/CO-COUNSEL F. YUDKIN RE: UST OBJECTION POINTS	0.30	442.50
05/01/24	MDS	REVIEW UST OBJECTION IN PREPARATION FOR CO-COUNSEL CALL	0.50	737.50
05/01/24	WAU	REVIEW OBJECTIONS AND REPLY RE RETENTION	0.40	460.00
05/01/24	WAU	CALL WITH KE TEAM RE: RETENTION OBJECTIONS	0.30	345.00
05/02/24	FRY	EMAILS TO/FROM CO-COUNSEL RE OCP	0.30	255.00
05/02/24	FRY	CONFER WITH UST RE RETENTION ISSUES	1.00	850.00
05/02/24	DJH	CORRESPOND REGARDING OCP ORDER	0.30	232.50
05/02/24	MDS	CONFERENCE WITH ATTORNEY/CO-COUNSEL F. YUDKIN RE: POST-UST CALL	0.50	737.50
05/02/24	MDS	TELEPHONE FROM ADVERSARY UST RE: OBJECTION TO RETENTION	1.00	1,475.00
05/03/24	FRY	REVIEW PRO HAC PAPERS FOR FILING	0.20	170.00
05/03/24	DED	DRAFT PRO HAC ORDER REGARDING M. MCKANE PRO HAC APPLICATION (0.2); REVIEW, PREPARE, FILE AND SERVE PRO HAC APPLICATION, CERTIFICATION, AND PROPOSED ORDER (0.5)	0.70	255.50
05/03/24	MDS	REVIEW DRAFT STIPULATION OF FACTS	0.40	590.00
05/03/24	MDS	CONFERENCE WITH ATTORNEY/CO-COUNSEL F. YUDKIN RE: K&E RESPONSE TO UST	0.40	590.00
05/03/24	MDS	REVIEW STIPULATION WITH W&C	0.50	737.50
05/03/24	MDS	REVIEW EMAILS WITH W&C ON RETENTION OBJECTION	0.30	442.50
05/03/24	FRY	REVIEW EMAIL TO UST RE K&E RETENTION	0.30	255.00
05/04/24	FRY	CONFER WITH M. SIROTA RE RETENTION ISSUES	0.20	170.00
05/05/24	MDS	REVIEW REVISED STIPULATION OF FACTS	0.70	1,032.50
05/06/24	ADM	REVIEW REVISED OCP ORDER AND REDLINE OF SAME (0.3); SUBMIT SAME TO CHAMBERS (0.1)	0.40	230.00
05/06/24	FRY	REVIEW STIPULATED FACTS RE K&E RETENTION	0.50	425.00
05/06/24	FRY	REVIEW EMAILS WITH UST RE RETENTION ISSUES	0.20	170.00
05/06/24	FRY	REVIEW AMENDED OCP ORDER FOR SUBMISSION	0.20	170.00
05/06/24	ADM	REVIEW STIPULATED FACTS RE: KE RETENTION FOR FILING (0.3); CALL WITH F. YUDKIN RE: SAME (0.1); COORDINATE FILING AND SERVICE WITH F. PISANO (0.1)	0.50	287.50
05/06/24	FP	PREPARE (.20) AND EFILE (.20) JOINT STIPULATION OF UNDISPUTED FACTS RE: K&E RETENTION; COORDINATE SERVICE (.10)	0.50	190.00
05/06/24	MDS	REVIEW ELECTRONIC COURT PRESENTATION	1.20	1,770.00
05/06/24	MDS	REVIEW UST RESPONSE TO PROPOSAL RE RETENTION	0.40	590.00
05/06/24	MDS	REVIEW FINAL FILING RE STIPULATION OF FACTS	0.40	590.00
05/07/24	FRY	PARTICIPATE IN HEARING RE RETENTION AND SALE	2.50	2,125.00
05/07/24	MDS	ATTEND HEARING (VIRTUALLY) RE RETENTION	2.50	3,687.50

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<u>DATE</u>	<u>INITIALS</u>	<u>Description</u>	<u>HOURS</u>	<u>AMOUNT</u>
05/08/24	DJH	CORRESPOND WITH CHAMBERS REGARDING RETENTION ORDER	0.20	155.00
05/09/24	FRY	REVIEW EMAILS RE RETENTION	0.20	170.00
05/09/24	FRY	CONFER WITH CO-COUNSEL RE RETENTION SEALING ISSUE	0.30	255.00
05/09/24	DJH	CORRESPOND REGARDING K&E RETENTION ORDER	0.30	232.50
05/10/24	FP	DOWNLOAD AND FILESITE DKT. NO. 475 - K&E SIGNED RETENTION ORDER (.20); COORDINATE SERVICE (.10)	0.30	114.00
05/14/24	FRY	EMAILS TO/FROM CO-COUNSEL RE OCP RETENTIONS	0.20	170.00
05/17/24	FRY	REVIEW SUPPLEMENTAL DECLARATIONS RE RETENTION FOR FILING	0.30	255.00
05/17/24	ADM	REVIEW SUPPLEMENTAL SCHRANK DECLARATION FOR FILING (0.2); REVIEW SUPPLEMENTAL KE DECLARATION FOR FILING (0.2); EMAIL TO KE TEAM RE: SAME AND COORDINATE FILING AND SERVICE WITH F. PISANO (0.1)	0.50	287.50
05/17/24	FP	PREPARE AND EFILE SUPPLEMENTAL DECL. OF SPENCER WINTER ISO K&E RETENTION (.30); COORDINATE SERVICE (.10)	0.40	152.00
05/17/24	FP	PREPARE AND FILE SUPPLEMENTAL DECL. OF ANNA SCHRANK ISO K&E RETENTION (.30); COORDINATE SERVICE (.10)	0.40	152.00

FINANCING **4.70** **4,640.00**

<u>DATE</u>	<u>INITIALS</u>	<u>Description</u>	<u>HOURS</u>	<u>AMOUNT</u>
05/03/24	MDS	REVIEW UCC DECLARATION TO SHORTEN TIME RE CHALLENGE PERIOD	0.70	1,032.50
05/03/24	MDS	REVIEW UCC MOTION TO EXTEND CHALLENGE PERIOD	0.50	737.50
05/03/24	MDS	REVIEW UCC APPLICATION TO SHORTEN TIME	0.20	295.00
05/03/24	FRY	REVIEW COMMITTEE MOTION TO EXTEND CHALLENGE DEADLINE	0.50	425.00
05/06/24	ADM	REVIEW OBJECTION TO MOTION TO SHORTEN TIME RE: CHALLENGE PERIOD EXTENSION (0.3); COORDINATE FILING AND SERVICE WITH F. PISANO (0.1); CORRESPOND WITH F. PISANO AND F. YUDKIN RE: SERVICE OF SAME (0.1)	0.50	287.50
05/06/24	FP	REVISE (.10), PREPARE (.10) AND EFILE (.20) OBJECTION TO APPLIC OF UNSECURED CREDITORS COMMITTEE TO SHORTEN TIME FOR MOTION EXTEND CHALLENGE PERIOD; COORDINATE SERVICE (.10)	0.50	190.00
05/06/24	MDS	REVIEW DEERFIELD OBJECTION AND JOINDER RE CHALLENGE PERIOD	0.30	442.50
05/06/24	FRY	REVIEW OBJECTION TO SHORTENED TIME REQUEST ON CHALLENGE DEADLINE	0.40	340.00
05/10/24	DJH	CORRESPOND REGARDING CHALLENGE PERIOD STIPULATION	0.30	232.50
05/10/24	FRY	REVIEW EMAILS WITH CO-COUNSEL RE EXTENSION OF CHALLENGE DEADLINE	0.20	170.00
05/11/24	FRY	REVIEW STIPULATION EXTENDING CHALLENGE DEADLINE	0.30	255.00

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<u>DATE</u>	<u>INITIALS</u>	<u>Description</u>	<u>HOURS</u>	<u>AMOUNT</u>
05/12/24	DJH	REVIEW AND CORRESPOND REGARDING CHALLENGE EXTENSION STIPULATION	0.30	232.50

LITIGATION **20.60** **18,439.00**

<u>DATE</u>	<u>INITIALS</u>	<u>Description</u>	<u>HOURS</u>	<u>AMOUNT</u>
05/03/24	DJH	REVIEW RECENT COMMITTEE FILINGS	0.50	387.50
05/06/24	DJH	REVIEW RECENTLY FILED COMMITTEE PLEADINGS	0.40	310.00
05/16/24	ADM	REVIEW CNO RE: REMOVAL ORDER FOR FILING (0.2); COORDINATE FILING WITH F. PISANO (0.1); SUBMIT PROPOSED ORDER TO COURT WITH CALENDAR UPDATE (0.2)	0.50	287.50
05/16/24	ADM	REVIEW CALENDARING ISSUES AND CNO RE: REMOVAL MOTION (0.2); EMAIL TO KE TEAM RE: SAME (0.1)	0.30	172.50
05/16/24	FP	PREPARE AND EFILE CNO RE: REMOVAL EXTENSION ORDER	0.30	114.00
05/16/24	FP	PREPARE CLEAN VERSION OF PROPOSED REMOVAL ORDER FOR SUBMISSION TO CHAMBERS	0.20	76.00
05/21/24	DJH	REVIEW COMMITTEE STANDING MOTION AND OBJECTION TO SECURED CLAIMS	0.80	620.00
05/21/24	MDS	REVIEW UCC MOTION FOR LEAVE, STANDING AND RELATED MOTION TO SEAL	1.80	2,655.00
05/22/24	ADM	CALL WITH CS AND KE TEAMS RE: COMMITTEE STANDING MOTION	0.30	172.50
05/22/24	MDS	CONFERENCE WITH ATTORNEY/CO-COUNSEL K&E RE: UCC STANDING MOTION	0.60	885.00
05/22/24	FRY	CALL WITH CO-COUNSEL RE STANDING MOTION	0.30	255.00
05/22/24	FRY	REVIEW STANDING MOTION	0.90	765.00
05/22/24	WAU	REVIEW UCC STANDING MOTION AND EMAILS RE: SAME	0.40	460.00
05/23/24	ADM	CORRESPOND WITH CO-COUNSEL KE RE: MEDIATION	0.30	172.50
05/23/24	FRY	EMAILS TO/FROM CO-COUNSEL RE MEDIATION OF DISPUTE	0.20	170.00
05/25/24	MDS	REVIEW MOTION TO ADJOURN STANDING	1.10	1,622.50
05/26/24	ADM	CORRESPOND WITH CO-COUNSEL F. YUDKIN RE: STANDING MOTION (0.2); REVIEW DRAFT OF MOTION TO ADJOURN COMMITTEE STANDING MOTION (0.3)	0.50	287.50
05/27/24	ADM	REVIEW REVISED MOTION TO ADJOURN STANDING MOTION (0.2); EMAIL TO KE TEAM RE: SAME (0.1)	0.30	172.50
05/27/24	ADM	REVIEW STANDING MOTION AND PREPARE APPLICATION TO SHORTEN (1.1); PREPARE AND SEND SAME TO CO-COUNSEL KE (0.2)	1.30	747.50
05/27/24	ADM	REVIEW REVISIONS TO APPLICATION TO SHORTEN (0.2); REVIEW AND REVISE MOTION TO ADJOURN STANDING MOTION (0.6); EMAIL TO F. YUDKIN RE: SAME (0.1); REVIEW REVISIONS AND EMAIL TO KE TEAM RE: SAME (0.2)	1.10	632.50
05/27/24	ADM	CORRESPOND WITH CS AND CO-COUNSEL KE RE: SCHEDULING HEARING ON APPLICATION TO SHORTEN RE ADJOURNMENT OF STANDING MOTION	0.20	115.00

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<u>DATE</u>	<u>INITIALS</u>	<u>Description</u>	<u>HOURS</u>	<u>AMOUNT</u>
05/27/24	FRY	REVIEW AND COMMENT ON APPLICATION TO SHORTEN TIME RE SCHEDULING OF STANDING MOTION	0.40	340.00
05/27/24	FRY	REVIEW AND COMMENT ON STANDING SCHEDULING MOTION	0.60	510.00
05/28/24	DJH	REVIEW RECENT FILINGS CONCERNING STANDING MOTION	0.50	387.50
05/28/24	ADM	REVIEW, PREPARE AND COORDINATE FILING OF MOTION TO ADJOURN STANDING MOTION AND APP TO SHORTEN	0.50	287.50
05/28/24	ADM	REVIEW ORDER SHORTENING AND EMAIL WITH KE TEAM RE: SAME (0.2); COORDINATE SERVICE OF MOTIONS AND ORDER SHORTENING WITH F. PISANO (0.1); FOLLOW UP EMAILS RE: HEARING ATTENDANCE (0.1)	0.40	230.00
05/28/24	FP	REVIEW SIGNED ORDER SHORTENING TIME (DKT. NO. 551) RE: MOTION SCHEDULING HEARING ON COMMITTEE MOTION AND COORDINATE SERVICE WITH SUPPORTING DOCUMENTS	0.40	152.00
05/28/24	FP	PREPARE MOTION FOR ORDER SCHEDULING HEARING ON THE COMMITTEE STANDING MOTION WITH PLAN CONFIRMATION (.20); EFILE (.20)	0.40	152.00
05/28/24	FP	PREPARE APPLIC AND PROP. ORDER TO SHORTEN TIME RE: MOTION SCHEDULING A HEARING ON COMMITTEE STANDING MOTION AND EFILE (.30); PREPARE AND SEND PROPOSED ORDER TO SHORTEN TO CHAMBERS FOR SIGNING (.20)	0.50	190.00
05/28/24	MDS	REVIEW PLEADINGS FOR OSTC AND RESPONSE TO UCC	0.80	1,180.00
05/28/24	WAU	REVIEW APPLICATION TO SHORTEN TIME RE: MOTION TO ADJOURN STANDING MOTION (0.2); EMAILS RE: SAME (0.1)	0.30	345.00
05/28/24	WAU	REVIEW MOTION TO ADJOURN STANDING MOTION	0.40	460.00
05/30/24	FRY	REVIEW RESPONSE RE STANDING TIMING	0.40	340.00
05/30/24	FRY	PARTICIPATE ON CALL RE SCHEDULING OF STANDING MOTION	1.20	1,020.00
05/30/24	WAU	REVIEW UCC OBJECTION TO MOTION TO ADJOURN STANDING MOTION	0.80	920.00
05/31/24	MDS	CONFERENCE WITH ATTORNEY/CO-COUNSEL F. YUDKIN RE: MEDIATION	0.40	590.00
05/31/24	FRY	CONFER WITH CO-COUNSEL RE MEDIATION	0.30	255.00

NON-WORKING TRAVEL TIME **3.10** **1,201.25**

<u>DATE</u>	<u>INITIALS</u>	<u>Description</u>	<u>HOURS</u>	<u>AMOUNT</u>
05/07/24	DJH	TRAVEL TO/FROM HEARING IN TRENTON	3.10	1,201.25

PLAN OF REORGANIZATION **9.50** **9,834.50**

<u>DATE</u>	<u>INITIALS</u>	<u>Description</u>	<u>HOURS</u>	<u>AMOUNT</u>
05/07/24	DJH	REVIEW DRAFT PLAN AND DISCLOSURE STATEMENT	0.50	387.50
05/07/24	ADM	REVIEW F. YUDKIN COMMENTS TO PLAN AND DS	0.30	172.50
05/07/24	MDS	REVIEW PLAN OF REORGANIZATION AND DISCLOSURE STATEMENT	1.60	2,360.00
05/08/24	FRY	REVIEW AND COMMENT ON PLAN AND DS	1.50	1,275.00

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<u>DATE</u>	<u>INITIALS</u>	<u>Description</u>	<u>HOURS</u>	<u>AMOUNT</u>
05/09/24	DJH	REVIEW AND COORDINATE FILING OF PLAN DOCUMENTS	0.50	387.50
05/09/24	MDS	REVIEW FINAL VERSIONS OF POR / DS AND MOTION	1.90	2,802.50
05/09/24	FRY	REVIEW PLAN AND DS FOR FILING	1.20	1,020.00
05/15/24	FRY	REVIEW EMAIL RE CONVENIENCE CLASS CLAIMS	0.20	170.00
05/21/24	FP	PREPARE AND EFILE MOTION TO EXTEND EXCLUSIVITY PERIODS (.30); COORDINATE SERVICE (.10)	0.40	152.00
05/21/24	FRY	REVIEW MOTION TO EXTEND EXCLUSIVITY FOR FILING	0.50	425.00
05/22/24	ADM	REVIEW PLAN LIQUIDATION ANALYSIS FOR FILING (0.2); EMAIL TO KE TEAM RE: SAME AND COORDINATE FILING AND SERVICE WITH F. PISANO (0.1)	0.30	172.50
05/22/24	FRY	REVIEW LIQUIDATION ANALYSIS FOR FILING	0.40	340.00
05/29/24	FRY	CONFER WITH CO-COUNSEL RE CONFIRMATION	0.20	170.00

RELIEF FROM STAY**6.10 3,734.50**

<u>DATE</u>	<u>INITIALS</u>	<u>Description</u>	<u>HOURS</u>	<u>AMOUNT</u>
05/02/24	FRY	EMAILS TO/FROM CO-COUNSEL RE STAY RELIEF RESOLUTION	0.20	170.00
05/06/24	ADM	CORRESPOND WITH CO-COUNSEL KE RE: COC FOR STAY RELIEF MOTION (0.1); COORDINATE FILING WITH F. PISANO (0.1)	0.20	115.00
05/06/24	ADM	REVIEW COC AND STIPULATION RE: ALTON STAY RELIEF MOTION (0.3); PREPARE AND SUBMIT SAME TO CHAMBERS (0.2)	0.50	287.50
05/06/24	ADM	REVIEW DOCKET AND CORRESPOND WITH F. PISANO RE COC	0.10	57.50
05/06/24	FRY	REVIEW STIPULATION RE RESOLUTION OF STAY RELIEF MOTION	0.20	170.00
05/06/24	FP	PREPARE (.20) AND EFILE (.20) CERTIF. OF CONSENT RE: ALTON CONSENT ORDER	0.40	152.00
05/07/24	ADM	CALL WITH CO-COUNSEL KE RE: STAY RELIEF DOCKETING ISSUES	0.10	57.50
05/08/24	ADM	CALL WITH O. ACUNA RE: REDACTING DOCUMENT (0.5); REVIEW DOCUMENTS, BANKRUPTCY RULES AND CONFER WITH D. HARRIS RE: SAME (0.4); CORRESPOND WITH O. ACUNA RE: SAME (0.2); FOLLOW-UP CALL WITH O. ACUNA (0.3); EMAIL TO CREDITOR'S COUNSEL RE: SAME (0.2)	1.40	805.00
05/08/24	DJH	DISCUSS REDACTION MATTER WITH A. MILLIARESSIS	0.40	310.00
05/09/24	ADM	EMAIL WITH CO-COUNSEL KE RE: MOTION TO SEAL	0.10	57.50
05/22/24	ADM	REVIEW DOCKET AND PLEADING RE: STAY RELIEF MOTION (0.4); CALL WITH CO-COUNSEL KE RE: SAME (1.0); FOLLOW-UP DISCUSSION WITH D. HARRIS RE: SAME (0.3); CORRESPONDENCE RE: SAME (0.2); CALL WITH O. ACUNA RE: SAME (0.1)	2.00	1,150.00
05/22/24	DJH	DISCUSS STAY RELIEF MATTER WITH A. MILLIARESSIS	0.30	232.50
05/31/24	FRY	CONFER WITH CO-COUNSEL RE STAY RELIEF	0.20	170.00

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REPORTING			1.80	1,185.00
<u>DATE</u>	<u>INITIALS</u>	<u>Description</u>	<u>HOURS</u>	<u>AMOUNT</u>
05/09/24	FRY	REVIEW EMAILS RE UDA AND BANK ACCOUNTS	0.20	170.00
05/31/24	ADM	REVIEW MORS FOR FILING (0.3); COORDINATE FILING AND SERVICE WITH F. PISANO (0.1)	0.40	230.00
05/31/24	FP	PREPARE AND EFILE MOR'S WITH SUPPORTING DOCUMENTS (.40) COORDINATE SERVICE (.10)	0.50	190.00
05/31/24	FRY	REVIEW MORS FOR FILING	0.70	595.00
TOTAL HOURS			115.10	

PROFESSIONAL SERVICES: \$94,689.75

TIMEKEEPER SUMMARY

<u>NAME</u>	<u>TIMEKEEPER TITLE</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
Andreas D. Milliaressis	Associate	27.50	575.00	15,812.50
Daniel J. Harris	Member	3.10	387.50	1,201.25
Daniel J. Harris	Member	10.10	775.00	7,827.50
Danielle E. Delehanty	Paralegal	4.00	365.00	1,460.00
Felice R. Yudkin	Member	22.80	850.00	19,380.00
Frances Pisano	Paralegal	17.70	380.00	6,726.00
Michael D. Sirota	Member	24.30	1,475.00	35,842.50
Warren A. Usatine	Member	5.60	1,150.00	6,440.00
Total		115.10		\$94,689.75

COST DETAIL

<u>DATE</u>	<u>Description</u>	<u>QUANTITY</u>	<u>AMOUNT</u>
04/11/24	COURT FEES	25.00	2.50
04/11/24	COURT FEES	4.00	0.40
04/12/24	COURT FEES	3.00	0.30
04/12/24	COURT FEES	5.00	0.50
04/16/24	COURT FEES	4.00	0.40
04/16/24	COURT FEES	30.00	3.00
04/19/24	COURT FEES	5.00	0.50
04/19/24	COURT FEES	5.00	0.50
04/19/24	COURT FEES	2.00	0.20
04/19/24	COURT FEES	3.00	0.30
04/19/24	COURT FEES	4.00	0.40
04/22/24	COURT FEES	30.00	3.00

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<u>DATE</u>	<u>Description</u>	<u>QUANTITY</u>	<u>AMOUNT</u>
04/22/24	COURT FEES	3.00	0.30
04/23/24	COURT FEES	4.00	0.40
04/23/24	COURT FEES	30.00	3.00
04/24/24	COURT FEES	1.00	0.10
04/24/24	COURT FEES	23.00	2.30
04/24/24	COURT FEES	3.00	0.30
04/24/24	COURT FEES	1.00	0.10
04/24/24	COURT FEES	3.00	0.30
04/26/24	COURT FEES	2.00	0.20
04/29/24	COURT FEES	21.00	2.10
04/30/24	COURT FEES	5.00	0.50
04/30/24	COURT FEES	27.00	2.70
04/30/24	COURT FEES	3.00	0.30
04/30/24	COURT FEES	30.00	3.00
05/03/24	COURT FEES	30.00	3.00
05/03/24	COURT FEES	1.00	0.10
05/09/24	TRANSCRIPT FEDERAL COURT DAILY	1.00	529.30
05/15/24	COURT FEES	1.00	0.10
05/15/24	COURT FEES	1.00	0.10
05/15/24	COURT FEES	1.00	0.10
05/15/24	COURT FEES	13.00	1.30
05/15/24	COURT FEES	4.00	0.40
05/15/24	COURT FEES	1.00	0.10
05/15/24	COURT FEES	30.00	3.00
05/15/24	COURT FEES	1.00	0.10
05/16/24	COURT FEES	1.00	0.10
05/16/24	COURT FEES	4.00	0.40
05/22/24	COURT FEES	16.00	1.60
05/22/24	COURT FEES	1.00	0.10
05/22/24	COURT FEES	1.00	0.10
05/22/24	COURT FEES	9.00	0.90
05/22/24	COURT FEES	1.00	0.10
05/22/24	COURT FEES	1.00	0.10
05/22/24	COURT FEES	2.00	0.20
05/22/24	COURT FEES	1.00	0.10
05/22/24	COURT FEES	22.00	2.20
05/22/24	COURT FEES	1.00	0.10
05/22/24	COURT FEES	1.00	0.10
05/22/24	COURT FEES	1.00	0.10

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<u>DATE</u>	<u>Description</u>	<u>QUANTITY</u>	<u>AMOUNT</u>
05/28/24	COURT FEES	4.00	0.40
05/31/24	FEDERAL COURT DAILY	1.00	59.40
Total			\$631.20

COST SUMMARY

<u>Description</u>	<u>AMOUNT</u>
COURT FEES	42.50
TRANSCRIPTS	588.70
TOTAL COSTS	\$631.20

TOTAL SERVICES AND COSTS: \$ 95,320.95