

KELLER BENVENUTTI KIM LLP
 425 MARKET STREET, 26TH FLOOR
 SAN FRANCISCO, CALIFORNIA 94105

KELLER BENVENUTTI KIM LLP
 TOBIAS S. KELLER (Cal. Bar No. 151445)
 (tkeller@kbbkllp.com)
 DAVID A. TAYLOR (Cal. Bar No. 247433)
 (dtaylor@kbbkllp.com)
 THOMAS B. RUPP (Cal. Bar No. 278041)
 (trupp@kbbkllp.com)
 425 Market Street, 26th Floor
 San Francisco, California 94105
 Telephone: (415) 496-6723
 Facsimile: (650) 636-9251

*Proposed Attorneys for the Debtors and
 Debtors in Possession*

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA
SANTA ROSA DIVISION

In re:

LEFEVER MATTSON, a California
 corporation, *et al.*,¹

Debtors.

Lead Case No. ____ - ____ (CN)

(Joint Administration Requested)

Chapter 11

**APPLICATION OF DEBTORS FOR
 ORDER (I) AUTHORIZING AND
 APPROVING THE APPOINTMENT
 OF KURTZMAN CARSON
 CONSULTANTS, LLC DBA VERITA
 GLOBAL AS CLAIMS AND
 NOTICING AGENT, AND
 (II) GRANTING RELATED RELIEF**

Date: TBD

Time: TBD

Place: United States Bankruptcy Court
 1300 Clay Street, Courtroom 215
 Oakland, CA 94612

¹ The last four digits of LeFever Mattson's tax identification number are 7537. Due to the large number of debtor entities in these Chapter 11 Cases, a complete list of the Debtors and the last four digits of their federal tax identification numbers is not provided herein. A complete list of such information may be obtained on the website of the Debtors' proposed claims and noticing agent at <https://veritaglobal.net/LM>. The address for service on the Debtors is 6359 Auburn Blvd., Suite B, Citrus Heights, CA 95621.



LeFever Mattson, a California corporation (“LeFever Mattson”), and certain of its affiliates that are debtors and debtors in possession (the “Debtors”) in the above-captioned chapter 11 cases (the “Chapter 11 Cases”), hereby apply (the “Application”) for entry of an order pursuant to section 156(c) of title 28 of the United States Code, sections 105(a) and 503(b) of title 11 of the United States Code (the “Bankruptcy Code”), and Rules 2002(f), 2014(a), and 2016 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), appointing Kurtzman Carson Consultants, LLC dba Verita Global (together with its affiliates and subcontractors, “Verita”) as claims and noticing agent (the “Claims Agent”) for the Debtors in the Chapter 11 Cases, effective as of the Petition Date (as defined herein). A proposed form of order granting the relief requested herein is attached hereto as **Exhibit A** (the “Proposed Order”).

The facts and circumstances supporting this Application are set forth in the *Declaration of Bradley D. Sharp in Support of Chapter 11 Petitions and First Day Motions* (the “Sharp Declaration”) and the *Declaration of Evan Gershbein in Support of Debtor’s Application for Order (I) Authorizing and Approving the Appointment of Kurtzman Carson Consultants, LLC dba Verita Global as Claims and Noticing Agent, and (II) Granting Related Relief* (the “Gershbein Declaration”) filed contemporaneously herewith and incorporated by reference herein. Capitalized terms used but not defined herein have the meanings given to them in the Sharp or the Gershbein Declaration.

MEMORANDUM OF POINTS AND AUTHORITIES

I. JURISDICTION AND VENUE

This Court has jurisdiction to consider this matter pursuant to 28 U.S.C. §§ 157 and 1334, the *Order Referring Bankruptcy Cases and Proceedings to Bankruptcy Judges*, General Order 24 (N.D. Cal.), and Rule 5011-1(a) of the Bankruptcy Local Rules. This is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

II. BACKGROUND

A. General Background

On the date hereof (the “Petition Date”), LeFever Mattson and the other Debtors filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code. The Debtors continue to

operate their businesses and manage their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. No trustee, examiner, or official committee of unsecured creditors has been appointed in any case of the Debtors.

B. LeFever Mattson

LeFever Mattson manages a large real estate portfolio. Timothy LeFever and Kenneth W. Mattson each own 50% of the equity in LeFever Mattson.

LeFever Mattson directly or indirectly controls or has ownership interests in 50 limited partnerships (collectively, the “LPs”) and eight limited liability companies (collectively, the “LLCs”), almost all of which are Debtors.² LeFever Mattson invests in real estate primarily through the LLCs and the LPs. LeFever Mattson also owns a small number of properties directly. This structure has allowed LeFever Mattson to pool capital by selling limited partnership or membership interests to outside investors, while typically reserving an ownership interest for itself as general partner or managing member.

LeFever Mattson also has ownership interests in four California corporations: Debtor Home Tax Service of America, Inc., dba LeFever Mattson Property Management, which provides property management services, including to those properties owned by the LPs and the LLCs; Debtor California Investment Properties, a California corporation (a real estate brokerage), and non-debtors Pineapple Bear, a California corporation (which offers hospitality and catering services), and Harrow Cellars, a California corporation (which operates a winery and related businesses).

As of the Petition Date, Bradley D. Sharp has been appointed the Chief Restructuring Officer of the Debtors. Since Mr. Sharp’s engagement on July 18, 2024, he has worked closely with the Debtors in their efforts to maximize enterprise value in the wake of what, in retrospect and on information and belief, was a decade or more of financial misconduct by Mr. Mattson.

² Two LPs have not yet filed chapter 11 petitions.

C. The Debtors' Operations

The Debtors in these Chapter 11 Cases include nearly 60 entities, each of which is associated with a diverse set of creditors. The individual mailing matrices would include investors in, trade creditors of, and tenants of all of these entities. The complexity of these matrices further arises from the extensive interconnections between the Debtors and their creditors, resulting in overlapping claims. These records require extensive work and time from staff to analyze and prepare into individual matrices.

Furthermore, the noticing parties for the Chapter 11 Cases include the United States Trustee, the Secured Lenders, those persons who have formally appeared in these Chapter 11 Cases and requested service pursuant to Bankruptcy Rule 2002, and all of the Debtors' creditors for each of the nearly 60 entities. It would be unduly burdensome to require the Debtors' limited staff to prepare mailing matrices and notices to all parties for each of the Debtors.

III. RELIEF REQUESTED

By this Application, the Debtors seek entry of the Proposed Order engaging and appointing Verita as the Debtors' claims and noticing agent in these Chapter 11 Cases effective as of the Petition Date. Among other things, Verita will be responsible for the distribution of notices, the maintenance of a case website, and the administration, maintenance, processing, and docketing of proofs of claim in these Chapter 11 Cases. The terms of Verita's retention are set forth in the Standard Claims Administration and Noticing Agreement (the "Engagement Agreement"), which is attached as Exhibit 1 to the Proposed Order. For the avoidance of doubt, Verita is seeking approval of its engagement based solely on the terms and provisions as set forth in this Application and the Proposed Order attached hereto.

By a separate application, the Debtors will seek authorization to retain and employ Verita as administrative advisor in these Chapter 11 Cases pursuant to section 327(a) of the Bankruptcy Code, because the administration of these Chapter 11 Cases will require Verita to perform duties outside the scope of 28 U.S.C. § 156(c).

IV. AUTHORITY FOR RELIEF REQUESTED

Section 156(c) of title 28 of the United States Code, which governs the staffing and expenses of the Court, authorizes the Court to use facilities other than those of the Office of the

Clerk of the Bankruptcy Court (“the Clerk’s Office”) for the administration of a bankruptcy case. Specifically, section 156(c) provides that:

Any court may utilize facilities or services, either on or off the court’s premises, which pertain to the provision of notices, dockets, calendars, and other administrative information to parties in cases filed under the provisions of title 11, United States Code, where the costs of such facilities or services are paid for out of the assets of the estate and are not charged to the United States. The utilization of such facilities or services shall be subject to such conditions and limitations as the pertinent circuit council may prescribe.

Section 105(a) of the Bankruptcy Code provides that “[t]he court may issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of this title.”

Thus, the Court is authorized to utilize outside agents or facilities for notice and claims purposes, provided the Debtors’ estates pay the cost of such services. The Debtors will have hundreds of creditors and parties-in-interest in these Chapter 11 Cases. Given the number of anticipated claimants and the complexity of the Debtors’ estates, the Debtors submit that the appointment of the Claims Agent is in the best interests of the Debtors, their estates, their creditors, and all other parties in interest.

V. QUALIFICATIONS

Verita is a leading chapter 11 administrator. It is comprised of industry professionals with significant experience in both the legal and administrative aspects of large, complex chapter 11 cases. Verita has acted as the official claims and noticing agent in many large bankruptcy cases in this district and in other districts nationwide. Verita’s cases in this district and others include *In re The Roman Catholic Bishop of Oakland*, Case No. 23-40523 WJL (Bankr. N.D. Cal. May 11, 2023); *In re Mariner Health Central, Inc., et al.*, Case No. 4:22-bk-41079-WJL (Bankr. N.D. Cal. Sept. 20, 2022); *In re Borrego Community Health Foundation*, Case No. 22-02384-11 (Bankr. S.D. Cal. Sep. 27, 2022); *In re Verity Health Systems of California, Inc., et al.*, Case No. 2:18-bk-20151-ER (Bankr. C.D. Cal. Sep. 10, 2018); *In re Supply Source Enterprises, Inc., et al.*, Case No. 24-11054 (BLS) (Bankr. D. Del. Jun. 13, 2024); *In re ProSomnus, Inc., et al.*, Case No. 24-10972 (JTD) (Bankr. D. Del. May 9, 2024); *In re Sticky’s Holding LLC, et al.*, Case No. 24-10856 (JKS) (Bankr. D. Del. Apr. 26, 2024); *In re SC Healthcare Holding, LLC, et al.*, Case No. 24-10443 (TMH) (Bankr. D. Del. Mar. 22, 2024); *In re Cano Health, Inc., et al.*, Case No. 24-10164 (KBO)

(Bankr. D. Del. Feb. 6, 2024). By appointing Verita as the Claims Agent in these Chapter 11 Cases, the distribution of notices and the processing of claims will be expedited, and the Office of the Clerk of the Bankruptcy Court (the “Clerk”) will be relieved of the administrative burden of processing any such claims.

VI. SERVICES TO BE RENDERED

This Application pertains only to work to be performed by the Claims Agent under the Clerk’s delegation of duties permitted by 28 U.S.C. § 156(c) and Local Rule 2002-1(f) (the “Claims Services”). Any work to be performed by Verita outside of this scope is not covered by this Application or by any order of the Court granting approval hereof. Subject to the Court’s approval, at the request of the Debtors, and to the extent necessary, Verita will perform the following tasks in its role as the Claims Agent in these Chapter 11 Cases, as well as all quality control relating thereto:

- (a) prepare and serve required notices and documents in these Chapter 11 Cases in accordance with the Bankruptcy Code and the Bankruptcy Rules in the form and manner directed by the Debtors and/or the Court, including (i) notice of the commencement of these Chapter 11 Cases and the initial meeting of creditors under section 341(a) of the Bankruptcy Code; (ii) notice of any claims bar date; (iii) notices of transfers of claims; (iv) notices of objections to claims and objections to transfers of claims; (v) notices of any hearings on a disclosure statement and confirmation of the Debtors’ chapter 11 plan or plans, including under Bankruptcy Rule 3017(d); (vi) notice of the effective date of any plan; and (vii) all other notices, orders, pleadings, publications, and other documents as the Debtors or Court may deem necessary or appropriate for an orderly administration of these Chapter 11 Cases;
- (b) maintain an official copy of the Debtors’ schedules of assets and liabilities and statements of financial affairs (collectively, the “Schedules”), listing the Debtors’ known creditors and the amounts owed thereto;
- (c) maintain (i) a consolidated list of all potential creditors, equity holders, and other parties in interest; and (ii) a “core” service list consisting of all parties described in Bankruptcy Rules 2002(i), (j), and (k), any parties directed to be included by the Court, and those parties that have filed a notice of appearance pursuant to Bankruptcy Rule 9010 and update such lists and make them available upon request by a party-in-interest or the Clerk;
- (d) furnish a notice to all potential creditors of the last date for the filing of proofs of claims and a form for the filing of a proof of claim, after such notice and form are approved by this Court, and notify such potential creditors of the existence, amount, and classification of their respective claims as set forth in the Schedules, which may be effected by inclusion of such information (or the lack thereof, in cases where the Schedules indicate

no debt due to the subject party) on a customized proof of claim form provided to potential creditors;

- (e) maintain a post office box or address for the purpose of receiving claims and returned mail, and process all mail received;
- (f) for all notices, motions, orders, or other pleadings or documents served, prepare and file, or cause to be filed, with the Clerk an affidavit or certificate of service within seven (7) business days of service that includes: (i) either a copy of the notice served or the docket number(s) and title(s) of the pleading(s) served; (ii) a list of persons to whom service was mailed (in alphabetic order) with their mailing or email addresses as appropriate; (iii) the manner of service; and (iv) the date served;
- (g) process all proofs of claim received, including those received by the Clerk, check such processing for accuracy, and maintain the original proofs of claim in a secure area;
- (h) provide an electronic interface for filing proofs of claim;
- (i) maintain the official claims register for the Debtors (the “Claims Register”) on behalf of the Clerk, and, upon the Clerk’s request, provide the Clerk with certified, duplicate unofficial claims registers;
- (j) subject to any order the Court enters requiring the confidentiality, sealing, or redaction of such information, specify in the Claims Register the following information for each claim docketed: (i) the claim number assigned; (ii) the date received; (iii) the name and address of the claimant and agent, if applicable, who filed the claim; (iv) the amount asserted; (v) the asserted classification(s) of the claim (e.g., secured, unsecured, priority, etc.); and (vi) any disposition of the claim;
- (k) implement necessary security measures to ensure the completeness and integrity of the claims registers and the safekeeping of the original claims;
- (l) record all transfers of claims and provide any notices of such transfers, as required by Bankruptcy Rule 3001(e);
- (m) relocate, by messenger or overnight delivery, all of the court-filed proofs of claim to the offices of Verita, not less than weekly;
- (n) upon completion of the docketing process for all claims received to date for each case, turn over to the Clerk copies of the Claims Register for the Clerk’s review (upon the Clerk’s request);
- (o) monitor the Court’s docket for all notices of appearance, address changes, and claims-related pleadings and orders filed and make necessary notations on and/or changes to the Claims Register and any service or mailing lists, including to identify and eliminate duplicative names and addresses from such lists;
- (p) assist in the dissemination of information to the public and respond to requests for administrative information regarding the cases as directed by the Debtors or the Court, including through the use of a case website and/or call center;

- (q) if the cases are converted to ones under chapter 7 of the Bankruptcy Code, contact the Clerk's Office within three (3) days of Verita receiving notice to Verita of entry of the order of conversion;
- (r) thirty (30) days prior to the close of these Chapter 11 Cases, to the extent practicable, request that the Debtors submit to the Court a proposed order dismissing Verita as Claims and Noticing Agent and terminating its services in such capacity upon completion of its duties and responsibilities upon the closing of these cases;
- (s) within seven (7) days of notice to Verita of entry of an order closing these Chapter 11 Cases, provide to the Court the final version of the Claims Register as of the date immediately before the close of these Chapter 11 Cases; and
- (t) upon the close of these Chapter 11 Cases: (i) box and transport all original documents, in proper format, as provided by the Clerk, to (1) the Federal Archives Record Administration, located at Central Plains Region, 200 Space Center Drive, Lee's Summit, MO 64064, or (2) any other location requested by the Clerk.

VII. COMPENSATION AND FEE APPLICATIONS

The Debtors will compensate Verita for the Claims Services described above in accordance with the Engagement Agreement. The Debtors respectfully request that the undisputed fees and expenses incurred by Verita in the performance of the Claims Services be treated as administrative expenses of the Debtors' chapter 11 estates pursuant to 28 U.S.C. § 156(c) and section 503(b)(1)(A) of the Bankruptcy Code and be paid in the ordinary course of business without further application to or order of the Court.

Verita agrees to maintain records of all services showing dates, categories of services, fees charged, and expenses incurred. Verita further agrees to serve monthly invoices on the Debtors, the United States Trustee, counsel for the Debtors, counsel for any official committee monitoring the expenses of the Debtors, and any party-in-interest who specifically requests service of the monthly invoices (the "Notice Parties"). In the case of a dispute regarding any invoice amount, the Notice Parties will give written notice to Verita and the Debtors within ten (10) days of receipt of the invoice at issue. In such an event, the Debtors will remit only the undisputed portion of the invoice and, if applicable, will pay the remainder to Verita upon resolution of the disputed portion, as agreed to by the parties or mandated by this Court. If a resolution is not achieved, the parties may seek resolution of the matter from the Court. The Debtors believe that the compensation rates and procedures, as set forth in the Engagement Agreement, are both reasonable and appropriate

for services of this nature and are competitive with those rates charged by other providers of similar services.

Under the terms of the Engagement Agreement, the Debtors have agreed to indemnify, defend, and hold harmless Verita and its affiliates, members, directors, officers, employees, consultants, subcontractors, and agents under certain circumstances specified in the Engagement Agreement, except in circumstances resulting solely from Verita's gross negligence or willful misconduct or as otherwise provided in the Engagement Agreement or any order authorizing the employment and retention of Verita. The Debtors believe that such an indemnification obligation is customary, reasonable, and necessary to retain the services of a claims and noticing agent of Verita's caliber in these Chapter 11 Cases. Verita shall comply with all requests of the Clerk's Office and shall follow the guidelines promulgated by the Judicial Conference of the United States for the implementation of 28 U.S.C. § 156(c).

Prior to the Petition Date, the Debtors provided Verita with a retainer in the amount of \$25,000. Verita seeks to first apply the retainer to all prepetition invoices and, thereafter, to have the retainer replenished to the original retainer amount, and thereafter, to hold the retainer under the Engagement Agreement during the cases as security for the payment of fees and expenses incurred under the Engagement Agreement.

VIII. DISINTERESTEDNESS

Although the Debtors do not propose to employ Verita under section 327 of the Bankruptcy Code pursuant to this Application, Verita has nonetheless reviewed its conflicts system to determine whether it has any relationships with the creditors and parties in interest provided by the Debtors. Verita has informed the Debtors, to the best of Verita's knowledge, information, and belief, and except as disclosed in the Gershbein Declaration, Verita neither holds nor represents any interest materially adverse to the Debtors' estates in connection with any matter on which it would be employed.

Moreover, in connection with its retention as Claims Agent, Verita represents in the Gershbein Declaration, among other things, that:

- (a) Verita is not a creditor of the Debtors;

- (b) Verita is a “disinterested person,” as that term is defined in section 101(14) of the Bankruptcy Code, as modified by section 1107(b) of the Bankruptcy Code;
- (c) Verita will not consider itself employed by the United States government and will not seek any compensation from the United States government in its capacity as the Claims Agent in these Chapter 11 Cases;
- (d) by accepting employment in these Chapter 11 Cases, Verita waives any rights to receive compensation from the United States government in connection with these Chapter 11 Cases;
- (e) in its capacity as the Claims Agent in these Chapter 11 Cases, Verita will not be an agent of the United States and will not act on behalf of the United States;
- (f) Verita will not employ any past or present employees of the Debtors in connection with its work as the claims and noticing agent in these Chapter 11 Cases;
- (g) in its capacity as the Claims Agent in these Chapter 11 Cases, Verita will not intentionally misrepresent any fact to any person;
- (h) Verita shall be under the supervision and control of the Clerk with respect to the receipt and recordation of claims and claim transfers;
- (i) Verita will comply with all requests of the Clerk and the guidelines promulgated by the Judicial Conference of the United States for the implementation of 28 U.S.C. § 156(c); and
- (j) none of the services provided by Verita as the claims and noticing agent in these Chapter 11 Cases shall be at the expense of the Clerk.

If any new facts or circumstances are discovered that require additional disclosure, Verita will supplement its disclosure to the Court.

IX. NOTICE

Notice of this Application will be provided by email, facsimile, or overnight courier to:

- (i) the United States Trustee; (ii) the Secured Lenders; (iii) the parties listed on the Debtors’ consolidated *List of Creditors Who Have the 30 Largest Unsecured Claims and Are Not Insiders*;
- and (iv) those persons who have formally appeared in these Chapter 11 Cases and requested

1 service pursuant to Bankruptcy Rule 2002. Based on the urgency of the circumstances surrounding
2 this Application and the nature of the relief requested herein, the Debtors respectfully submit that
3 no further notice is required.

4 **WHEREFORE**, the Debtors respectfully request that the Court enter an order,
5 substantially in the form attached hereto as **Exhibit A**, granting the relief requested herein.

6 Dated: September 12, 2024

KELLER BENVENUTTI KIM LLP

7
8 By: /s/ Thomas B. Rupp

9 Thomas B. Rupp

10 *Proposed Attorneys for the Debtors and*
11 *Debtors in Possession*

12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
KELLER BENVENUTTI KIM LLP
425 MARKET STREET, 26TH FLOOR
SAN FRANCISCO, CALIFORNIA 94105

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Exhibit A
(Proposed Order)

KELLER BENVENUTTI KIM LLP
TOBIAS S. KELLER (Cal. Bar No. 151445)
(tkeller@kbbkllp.com)
DAVID A. TAYLOR (Cal. Bar No. 247433)
(dtaylor@kbbkllp.com)
THOMAS B. RUPP (Cal. Bar No. 278041)
(trupp@kbbkllp.com)
425 Market Street, 26th Floor
San Francisco, California 94105
Telephone: (415) 496-6723
Facsimile: (650) 636-9251

*Proposed Attorneys for the Debtors and
Debtors in Possession*

**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA
SANTA ROSA DIVISION**

In re:

LEFEVER MATTSON, a California
corporation, *et al.*,¹

Debtors.

Lead Case No. 24-____ (CN)

(Jointly Administered)

Chapter 11

**[PROPOSED] ORDER
(I) AUTHORIZING AND APPROVING
THE APPOINTMENT OF
KURTZMAN CARSON
CONSULTANTS, LLC, DBA VERITA
GLOBAL AS CLAIMS AND
NOTICING AGENT, AND
(II) GRANTING RELATED RELIEF**

¹ The last four digits of LeFever Mattson's tax identification number are 7537. Due to the large number of debtor entities in these Chapter 11 Cases, a complete list of the Debtors and the last four digits of their federal tax identification numbers is not provided herein. A complete list of such information may be obtained on the website of the Debtors' claims and noticing agent at <https://veritaglobal.net/LM>. The address for service on the Debtors is 6359 Auburn Blvd., Suite B, Citrus Heights, CA 95621.

Upon consideration of the *Application of Debtors for Order (I) Authorizing and Approving the Appointment of Kurtzman Carson Consultants, LLC dba Verita Global as Claims and Noticing Agent, and (II) Granting Related Relief* (the “Application”),² filed by the above-captioned debtors and debtors in possession (the “Debtors”) in the Chapter 11 Cases, for entry of an order pursuant to section 156(c) of title 28 of the United States Code, sections 105(a) and 503(b) of title 11 of the United States Code (the “Bankruptcy Code”), and Rules 2002(f), 2014(a), and 2016 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), appointing Kurtzman Carson Consultants, LLC dba Verita Global (together with its affiliates and subcontractors, “Verita”) as claims and noticing agent (the “Claims Agent”) for the Debtors in the above-captioned chapter 11 cases (the “Chapter 11 Cases”), effective as of the Petition Date; and the Court having reviewed the Application, the Sharp Declaration, the Gershbein Declaration, all other filings in support of any opposition to the Application, and the arguments made at the hearing on the Application (the “Hearing”); and the Court having found that (i) the Court has jurisdiction to consider the Application and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334, and the *Order Referring Bankruptcy Cases and Proceedings to Bankruptcy Judges*, General Order 24 and Rule 5011-1(a) of the Bankruptcy Local Rules for the United States District Court for the Northern District of California (the “Bankruptcy Local Rules”); (ii) venue is proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409; (iii) this is a core proceeding pursuant to 28 U.S.C. § 157(b); and (iv) notice of the Application and the Hearing was sufficient under the circumstances and after due deliberation the Court having determined that the relief requested in the Application is in the best interests of the Debtors, their estates, and their creditors; and good and sufficient cause having been shown;

IT IS HEREBY ORDERED THAT:

1. The Application is granted as provided herein.
2. The Debtors are authorized to retain the Claims Agent effective as of the Petition Date under the terms of the Engagement Agreement, attached as **Exhibit 1** hereto.

² Capitalized terms not otherwise defined herein shall have the meanings given to them in the Application.

1 3. The Claims Agent is authorized and directed to perform noticing services, receive,
2 maintain, docket, and otherwise administer the proofs of claim filed in the Chapter 11 Cases, and
3 provide such other administrative services—as required by the Debtors—that would fall within
4 the purview of services to be provided by the Clerk’s Office.

5 4. The Claims Agent shall serve as the custodian of the court records and shall be
6 designated as the authorized repository for all proofs of claim filed in these Chapter 11 Cases and
7 is authorized and directed to maintain official claims registers for the Debtors and to provide the
8 Clerk with a certified duplicate thereof upon the request of the Clerk.

9 5. The Claims Agent is authorized and directed to provide an electronic interface for
10 filing proofs of claim and to obtain a post office box or address for the receipt of proofs of claim.

11 6. The Claims Agent is authorized to take such other actions necessary to comply with
12 all duties set forth in the Application.

13 7. The Debtors are authorized to compensate the Claims Agent for the Claims
14 Services in accordance with the terms of the Engagement Agreement upon the receipt of
15 reasonably detailed invoices setting forth the services provided by the Claims Agent and the rates
16 charged for each, and to reimburse the Claims Agent for all reasonable and necessary expenses it
17 may incur, upon the presentation of appropriate documentation, without the need for the Claims
18 Agent to file fee applications or otherwise seek Court approval for the compensation for its services
19 and reimbursement of its expenses.

20 8. With respect to Claims Services, the Claims Agent shall maintain records of all
21 services, showing dates, categories of services, fees charged, and expenses incurred, and shall
22 serve monthly invoices on the Debtors, the office of the United States Trustee, counsel for the
23 Debtors, counsel for any official committee, if any, monitoring the expenses of the Debtors, and
24 any other party in interest who specifically requests service of the monthly invoices. The parties
25 shall meet and confer in an attempt to resolve any dispute which may arise relating to the
26 Engagement Agreement or monthly invoices for Claims Services, and the parties may seek
27 resolution from the Court if resolution is not achieved.
28

1 9. Pursuant to section 503(b)(1)(A) of the Bankruptcy Code, the fees and expenses
2 of the Claims Agent under this Order that relates to the Claims Services shall be an
3 administrative expense of the Debtors' estates.

4 10. The Claims Agent is authorized to first apply its retainer to all prepetition invoices
5 and, thereafter, to have the retainer replenished to the original retainer amount and, thereafter, to
6 hold the retainer under the Engagement Agreement during the cases as security for the payment of
7 fees and expenses incurred under the Engagement Agreement.

8 11. The Debtors shall indemnify the Claims Agent under the terms of the Engagement
9 Agreement, subject to the terms of this Order.

10 12. All requests by the Claims Agent for the payment of an indemnity claim as set forth
11 in the Engagement Agreement shall be made by means of an application to the Court and shall be
12 subject to review by the Court to ensure that payment of such indemnity conforms to the terms of
13 the Engagement Agreement and is reasonable under the circumstances of the litigation or
14 settlement in respect of which indemnity is sought; *provided, however*, that in no event shall the
15 Claims Agent be indemnified in the case of its own bad-faith, self-dealing, breach of fiduciary
16 duty (if any), gross negligence or willful misconduct.

17 13. In the event that the Claims Agent seeks reimbursement from the Debtors for
18 attorneys' fees and expenses in connection with the payment of an indemnity claim pursuant to
19 the Engagement Agreement, the invoices and supporting time records for the attorneys' fees and
20 expenses shall be included in the Claims Agent's own applications, both interim and final, but
21 determined by this Court after notice and a hearing.

22 14. In the event that the Claims Agent is unable to provide the services set out in this
23 Order, the Claims Agent will immediately notify the Clerk and the Debtors' counsel and cause
24 all original proofs of claim and computer information to be turned over to another claims and
25 noticing agent with the advice and consent of the Clerk and the Debtors' counsel.

26 15. The Claims Agent shall not cease providing the Claims Services during these
27 Chapter 11 Cases for any reason, including nonpayment, without an order from the Court.
28

1 16. In the event of any inconsistency between the Engagement Agreement, the
2 Application, and this Order, this Order shall govern.

3 17. Notice of the Application as provided therein shall be deemed good and sufficient
4 notice of such Application under the circumstances and such notice satisfies the notice
5 requirements of Bankruptcy Rule 2002 and the Bankruptcy Local Rules.

6 18. Notwithstanding any term in the Engagement Agreement to the contrary, the Court
7 shall retain jurisdiction to hear and determine all matters arising from or related to the
8 implementation, interpretation, and/or enforcement of this Order.

9 ** END OF ORDER **

10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

KELLER BENVENUTTI KIM LLP
425 MARKET STREET, 26TH FLOOR
SAN FRANCISCO, CALIFORNIA 94105

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Exhibit 1
(Engagement Agreement)



VERITA AGREEMENT FOR SERVICES

This Agreement is entered into as of the 11 day of September 2024, between LeFever Mattson, Inc. (together with its affiliates and subsidiaries, the "Company"),¹ and Kurtzman Carson Consultants, LLC dba Verita Global (together with its affiliates and subcontractors, "Verita"). In consideration of the premises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Terms and Conditions

I. SERVICES

A. Verita agrees to provide the Company with consulting services regarding noticing, claims management and reconciliation, plan solicitation, balloting, disbursements and any other services agreed upon by the parties or otherwise required by applicable law, government regulations or court rules or orders.

B. Verita further agrees to provide (i) computer software support and training in the use of the support software, (ii) Verita's standard reports as well as consulting and programming support for the Company requested reports, (iii) program modifications, (iv) data base modifications, and/or (v) other features and services in accordance with the fees outlined in a pricing schedule provided to the Company (the "Verita Fee Structure").

C. Without limiting the generality of the foregoing, Verita may, upon request by the Company, (i) provide a communications plan including, but not limited to, preparation of communications materials, dissemination of information and a call center staffed by Verita and/or (ii) provide confidential on-line workspaces or virtual data rooms and publish documents to such workspaces or data rooms (which publication shall not be deemed to violate the confidentiality provisions of this Agreement).

D. The price listed for each service in the Verita Fee Structure represents a bona fide proposal for such services, which may be accepted in whole or in part. Services will be provided when requested by the Company or required by applicable law, government regulations or court rules or orders. Services are mutually exclusive and are deemed delivered and accepted by the Company when provided by Verita.

E. The Company acknowledges and agrees that Verita will often take direction from the Company's representatives, employees, agents and/or professionals (collectively, the "Company Parties") with respect to the services being provided under this Agreement. The parties agree that Verita may rely upon, and the Company agrees to be bound by, any requests, advice or information provided by the Company Parties to the same extent as if such requests, advice or information were provided by the Company. The Company agrees and understands that Verita shall not provide the Company or any other party with any legal advice.

II. PRICES, CHARGES AND PAYMENT

A. Verita agrees to charge and the Company agrees to pay Verita for its services at the rates and prices set by Verita that are in effect as of the date of this Agreement and in accordance with the Verita Fee Structure. Verita's prices are generally adjusted periodically to reflect changes in the business and economic environment and are inclusive of all charges. Verita reserves the right to reasonably increase its

¹ The term Company shall include, to the extent applicable, the Company, as debtor and debtor in possession in its chapter 11 case, together with any affiliated debtors and debtors in possession whose chapter 11 cases are jointly administered with the Company's chapter 11 case.



VERITA AGREEMENT FOR SERVICES

prices, charges and rates; provided, however, that if any such increase exceeds 15%, Verita will give thirty (30) days written notice to the Company.

B. In addition to fees and charges for services, the Company agrees to pay Verita's reasonable transportation, lodging, and meal expenses incurred in connection with services provided under this Agreement.

C. In addition to all fees for services and expenses hereunder, the Company shall pay to Verita (i) any fees and charges related to, arising out of, or as a result of any error or omission made by the Company or the Company Parties, as mutually determined by Verita and the Company, and (ii) all taxes that are applicable to this Agreement or that are measured by payments made under this Agreement and are required to be collected by Verita or paid by Verita to a taxing authority.

D. Where the Company requires services that are unusual or beyond the normal business practices of Verita, or are otherwise not provided for in the Verita Fee Structure, the cost of such services shall be charged to the Company at a competitive rate.

E. Verita agrees to submit its invoices to the Company monthly and the Company agrees that the amount invoiced is due and payable upon the Company's receipt of the invoice. Verita's invoices will contain reasonably detailed descriptions of charges for both hourly (fees) and non-hourly (expenses) case specific charges. Where total invoice amounts are expected to exceed \$10,000 in any single month and Verita reasonably believes it will not be paid, Verita may require advance payment from the Company due and payable upon demand and prior to the performance of services hereunder. If any amount is unpaid as of thirty (30) days from the receipt of the invoice, the Company further agrees to pay a late charge, calculated as two and one-half percent (2-1/2%) of the total amount unpaid every thirty (30) days. In the case of a dispute in the invoice amount, the Company shall give written notice to Verita within ten (10) days of receipt of the invoice by the Company. The undisputed portion of the invoice will remain due and payable immediately upon receipt of the invoice. Late charges shall not accrue on any amounts in dispute or any amounts unable to be paid due to Court order or applicable law. Unless otherwise agreed to in writing, the fees for print notice and media publication (including commissions) must be paid at least three (3) days in advance of those fees and expenses being incurred.

F. In the event that the Company files for protection pursuant to chapter 11 of the United States Bankruptcy Code (a "Chapter 11 Filing"), the parties intend that Verita shall be employed pursuant to 28 U.S.C. § 156(c) to the extent possible and otherwise in accordance with applicable Bankruptcy law and that all amounts due under this Agreement shall, to the extent possible, be paid as administrative expenses of the Company's chapter 11 estate. As soon as practicable following a Chapter 11 Filing (and otherwise in accordance with applicable law and rules and orders of the Bankruptcy Court), the Company shall cause pleadings to be filed with the Bankruptcy Court seeking entry of an order or orders approving this Agreement (the "Retention Order"). The form and substance of the pleadings and the Retention Order shall be reasonably acceptable to Verita. If any Company chapter 11 case converts to a case under chapter 7 of the Bankruptcy Code, Verita will continue to be paid for its services in accordance with the terms of this Agreement. The parties recognize and agree that if there is a conflict between the terms of this Agreement and the terms of the Retention Order, the terms of the Retention Order shall govern during the chapter 11 or other proceeding.

G. To the extent permitted by applicable law, Verita shall receive a retainer in the amount of \$25,000 (the "Retainer") that may be held by Verita as security for the Company's payment obligations under the Agreement. The Retainer is due upon execution of this Agreement. In the event of a Chapter 11 Filing,



VERITA AGREEMENT FOR SERVICES

Verita will first apply the Retainer to all pre-petition invoices, and thereafter, will have the Retainer replenished to the original amount. Verita shall be entitled to hold the Retainer until the termination of the Agreement. Following termination of the Agreement, Verita shall return to the Company any amount of the Retainer that remains following application of the Retainer to the payment of unpaid invoices.

III. RIGHTS OF OWNERSHIP

A. The parties understand that the software programs and other materials furnished by Verita pursuant to this Agreement and/or developed during the course of this Agreement by Verita are the sole property of Verita. The term "program" shall include, without limitation, data processing programs, specifications, applications, routines, and documentation. The Company agrees not to copy or permit others to copy the source code from the support software or any other programs or materials furnished pursuant to this Agreement.

B. The Company further agrees that any ideas, concepts, know-how or techniques relating to data processing or Verita's performance of its services developed or utilized during the term of this Agreement by Verita shall be the exclusive property of Verita. Fees and expenses paid by the Company do not vest in the Company any rights in such property, it being understood that such property is only being made available for the Company's use during and in connection with the services provided by Verita under this Agreement.

IV. NON-SOLICITATION

The Company agrees that neither it nor its subsidiaries or other affiliated companies shall directly or indirectly solicit for employment, employ or otherwise retain employees of Verita during the term of this Agreement and for a period of twelve (12) months after termination of this Agreement unless Verita provides prior written consent to such solicitation or retention.

V. CONFIDENTIALITY

Each of Verita and the Company, on behalf of themselves and their respective employees, agents, professionals and representatives, agrees to keep confidential all non-public records, systems, procedures, software and other information received from the other party in connection with the services provided under this Agreement; provided, however, that if either party reasonably believes that it is required to produce any such information by order of any governmental agency or other regulatory body it may, upon not less than five (5) business days' written notice to the other party, release the required information.

VI. SUSPENSION OF SERVICE AND TERMINATION

A. This Agreement shall remain in force until terminated or suspended by either party (i) upon thirty (30) days' written notice to the other party or (ii) immediately upon written notice for Cause (defined herein). As used herein, the term "Cause" means (i) gross negligence or willful misconduct of Verita that causes serious and material harm to the Company's reorganization under chapter 11 of the Bankruptcy Code, (ii) the failure of the Company to pay Verita invoices for more than sixty (60) days from the date of invoice, or (iii) the accrual of invoices or unpaid services in excess of the retainer held by Verita where Verita reasonably believes it will not be paid.

B. In the event that this contract is terminated, regardless of the reason for such termination, Verita shall coordinate with the Company and, to the extent applicable, the clerk of the Bankruptcy Court, to



VERITA AGREEMENT FOR SERVICES

maintain an orderly transfer of record keeping functions and Verita shall provide all necessary staff, services and assistance required for an orderly transfer. The Company agrees to pay for such services in accordance with Verita's then existing prices for such services. If such termination occurs following entry of the Retention Order, the Company shall immediately seek entry of an order (in form and substance reasonably acceptable to Verita) that discharges Verita from service and responsibility in the Company's bankruptcy case.

C. Any data, programs, storage media or other materials furnished by the Company to Verita or received by Verita in connection with the services provided under the terms of this Agreement may be retained by Verita until the services provided are paid for, or until this Agreement is terminated with the services paid in full. The Company shall remain liable for all fees and expenses imposed under this Agreement as a result of data or physical media maintained or stored by Verita. Verita shall dispose of the data and media in the manner requested by the Company. The Company agrees to pay Verita for reasonable expenses incurred as a result of the disposition of data or media. If the Company has not utilized Verita's services under this Agreement for a period of at least ninety (90) days, Verita may dispose of the data or media, and be reimbursed by the Company for the expense of such disposition, after giving the Company thirty (30) days' notice. Notwithstanding any term herein to the contrary, following entry of the Retention Order, the disposition of any data or media by Verita shall be in accordance with any applicable instructions from the clerk of the Bankruptcy Court, local Bankruptcy Court rules and orders of the Bankruptcy Court.

VII. SYSTEM IMPROVEMENTS

Verita strives to provide continuous improvements in the quality of service to its clients. Verita, therefore, reserves the right to make changes in operating procedure, operating systems, programming languages, general purpose library programs, application programs, time period of accessibility, types of terminal and other equipment and the Verita data center serving the Company, so long as any such changes do not materially interfere with ongoing services provided to the Company in connection with the Company's chapter 11 case.

VIII. BANK ACCOUNTS

At the Company's request and subject to Court approval following any chapter 11 filing, Verita may be authorized to establish accounts with financial institutions in the name of and as agent for the Company. To the extent that certain financial products are provided to the Company pursuant to Verita's agreement with financial institutions, Verita may receive compensation from such financial institutions for the services Verita provides pursuant to such agreement.

IX. LIMITATIONS OF LIABILITY AND INDEMNIFICATION

A. The Company shall indemnify and hold Verita, its affiliates, members, directors, officers, employees, consultants, subcontractors and agents (collectively, the "Indemnified Parties") harmless, to the fullest extent permitted by applicable law, from and against any and all losses, claims, damages, judgments, liabilities and expenses (including reasonable counsel fees and expenses) (collectively, "Losses") resulting from, arising out of or related to Verita's performance under this Agreement. Such indemnification shall exclude Losses resulting from Verita's gross negligence or willful misconduct. Without limiting the generality of the foregoing, Losses include any liabilities resulting from claims by any third-parties against any Indemnified Party. The Company shall notify Verita in writing promptly upon the assertion, threat or commencement of any claim, action, investigation or proceeding that the Company becomes aware of with



VERITA AGREEMENT FOR SERVICES

respect to the services provided by Verita under this Agreement. The Company's indemnification obligations hereunder shall survive the termination of this Agreement.

B. Except as provided herein, Verita's liability to the Company or any person making a claim through or under the Company for any Losses of any kind, even if Verita has been advised of the possibility of such Losses, whether direct or indirect and unless due to gross negligence or willful misconduct of Verita, shall be limited to the total amount billed or billable to the Company for the portion of the particular work which gave rise to the alleged Loss. In no event shall Verita be liable for any indirect, special or consequential damages such as loss of anticipated profits or other economic loss in connection with or arising out of the services provided for in this Agreement. In no event shall Verita's liability to the Company for any Losses, whether direct or indirect, arising out of this Agreement exceed the total amount billed to the Company and actually paid to Verita for the services contemplated under the Agreement; provided, however, that this limitation shall not apply to the Company during any chapter 11 case in which the Company is a debtor.

C. The Company is responsible for the accuracy of the programs, data and information it or any Company Party submits for processing to Verita and for the output of such information. Verita does not verify information provided by the Company and, with respect to the preparation of schedules and statements, all decisions are at the sole discretion and direction of the Company. The Company reviews and approves all schedules and statements filed on behalf of, or by, the Company; Verita bears no responsibility for the accuracy or contents therein. The Company agrees to initiate and maintain backup files that would allow the Company to regenerate or duplicate all programs and data submitted by the Company to Verita.

D. The Company agrees that except as expressly set forth herein, Verita makes no representations or warranties, express or implied, including, but not limited to, any implied or express warranty of merchantability, fitness or adequacy for a particular purpose or use, quality, productiveness or capacity.

X. FORCE MAJEURE

Verita will not be liable for any delay or failure in performance when such delay or failure arises from circumstances beyond its reasonable control, including without limitation acts of God, acts of government in its sovereign or contractual capacity, acts of public enemy or terrorists, acts of civil or military authority, war, riots, civil strife, terrorism, blockades, sabotage, rationing, embargoes, epidemics, pandemics, outbreaks of infectious diseases or any other public health crises, earthquakes, fire, flood, other natural disaster, quarantine or any other employee restrictions, power shortages or failures, utility or communication failure or delays, labor disputes, strikes, or shortages, supply shortages, equipment failures, or software malfunctions.

XI. INDEPENDENT CONTRACTORS

The Company and Verita are and shall be independent contractors of each other and no agency, partnership, joint venture or employment relationship shall arise, directly or indirectly, as a result of this Agreement.

XII. NOTICES

All notices and requests in connection with this Agreement shall be given or made upon the respective parties in writing and shall be deemed as given as of the third day following the day it is deposited in the U.S. Mail, postage pre-paid or on the day it is given if sent by facsimile or electronic mail or on the day after the day it is sent if sent by overnight courier to the appropriate address set forth below:



VERITA AGREEMENT FOR SERVICES

KCC/Verita Global, LLC
222 N. Pacific Coast Highway, 3rd Floor
El Segundo, CA 90245
Attn: Drake D. Foster
Tel: (310) 823-9000
Fax: (310) 823-9133
E-Mail: dfoster@veritaglobal.com

LeFever Mattson, Inc.
Address
City, ST Zip
Attn:
Tel:
Fax:

Or to such other address as the party to receive the notice or request so designates by written notice to the other.

XIII. APPLICABLE LAW

The validity, enforceability, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of California.

XIV. ENTIRE AGREEMENT/ MODIFICATIONS

Each party acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and further agrees that it is the complete and exclusive statement of the agreement between the parties, which supersedes and merges all prior proposals, understandings, other agreements, and communications oral and written between the parties relating to the subject matter of this Agreement. The Company represents that it has the authority to enter into this Agreement, and the Agreement is non-dischargeable under any applicable statute or law. If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby. This Agreement may be modified only by a written instrument duly executed by an authorized representative of the Company and an officer of Verita.

XV. COUNTERPARTS; EFFECTIVENESS

This Agreement may be executed in two or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument. This Agreement will become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties, which delivery may be made by exchange of copies of the signature page by facsimile or electronic mail.

XVI. ASSIGNMENT

This Agreement and the rights and duties hereunder shall not be assignable by the parties hereto except upon written consent of the other, with the exception that this Agreement can be assigned without written consent by Verita to a wholly-owned subsidiary or affiliate of Verita.

XVII. ATTORNEYS' FEES



VERITA AGREEMENT FOR SERVICES

In the event that any legal action, including an action for declaratory relief, is brought to enforce the performance or interpret the provisions of this Agreement, the parties agree to reimburse the prevailing party's reasonable attorneys' fees, court costs, and all other related expenses, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which the prevailing party may be entitled.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the first date mentioned above.

Kurtzman Carson Consultants, LLC dba Verita Global

DocuSigned by:

Evan J. Gershbein

BY: Evan Gershbein

DATE: 11-Sep-2024 | 11:58:51 PM EDT

TITLE: EVP, Corporate Restructuring Services

LeFever Mattson, Inc.

BY:

TITLE:

Tim LeFever
CEO

DATE:

9/11/24



Fee Structure

Consulting Services & Rates¹

Position	Hourly Rate
Analyst	Waived
The Analyst processes incoming mail, creditor mail, creditor correspondence and returned mail, and supports the case team with administrative tasks as required.	
Technology/Programming Consultant ²	\$28 - \$76
The Technology/Programming Consultant assists with complex system requests, including unique claim/ballot reporting and custom website updates.	
Consultant/Senior Consultant/Director	\$52 - \$185
The Consultant is the day-to-day contact for mailings, including the preparation and filing of affidavits of service (a critical due process component). He/she also responds to creditor and counsel inquiries, maintains the public access website, identifies actionable pleadings (i.e., claims objections, notices of transfer, withdrawals, etc.) and updates the official claims register. Verita's Consultants average over six years of experience.	
The Senior Consultant manages the various data collection processes required by the chapter 11 process. This includes, among other things, compiling the creditor matrix and Schedules/SOFAs (and generating drafts of same for counsel and advisors), reviewing and processing claims, overseeing contract review, overseeing all mailings and generating custom claim and ballot reports. Verita's Senior Consultants average over seven years of experience.	
The Director is the primary contact for the company, counsel and other professionals and oversees and supports the entirety of an engagement. Verita's Directors average over twelve years of experience and are generally former practitioners.	
Securities/Solicitation Consultant	\$190
The Securities Director/Solicitation Consultant is the day-to-day contact and acts as advisor on transactions including balloting with treatment election, rights offers, exchange offers and complex plan distributions. This position handles service of related materials to banks, brokers and agents and manages tabulation and audit processes, preparing detailed reporting of results. In addition, the Solicitation Consultant provides support on all voting, tabulation, Schedule and SOFA services and other additional complex consulting tasks.	
Securities Director/Solicitation Lead	\$195
The Solicitation Lead/Securities Director oversees all activities of the group and provides counsel with respect to solicitation and noticing events ensuring that processes employed are effective and practical for securities depositories, bank, brokers, nominees and their agents. In addition, the Solicitation Lead provides counsel on all voting, tabulation, Schedule and SOFA services and other additional complex consulting tasks.	
Weekend, holidays and overtime	Waived

¹ Please note that additional professional services not covered by this proposal will be charged at hourly rates, including any outsourced services performed under our supervision and control.

² Certain technology development fees may be applicable.



Printing & Noticing Services

Service	Fee
Printing	\$0.10 per image (volume discounts apply)
Document folding and inserting	Waived
Envelopes	Varies by size
E-mail noticing	Waived ³
Fax noticing	\$0.05 per page
Public Securities Events	Varies by Event
Claim Acknowledgement Card	Waived
Insert creditor information into customized documents	Waived
Newspaper	Quote prior to publishing

Claims Administration & Management Expenses

Service	Fee
License fee and data storage	\$0.10 per record per month
Database and system access (unlimited users)	Waived
Custom client reports	Waived
Access to Verita CaseView (secure, password protected)	Waived
Proprietary, secured, password protected portal for unlimited users. Comprehensive case data, including extensive real time analytics on claim, solicitation and processing information. Functionality to run or request customized reports summarizing case analytics	

Verita eServices

Service	Fee
Case website set up & hosting	Waived
Automated updates of case docket and claims register	Waived
Online claims filing (ePOC)	Waived

³ A set-up fee for email services larger than 50 parties may apply. This set-up fee varies depending on the total number of parties



Document Management/Imaging

Service	Fee
Electronic imaging (scanning & bar coding)	\$0.10 per imaged page
Virtual Data Room	Quote prior to VDR set-up
CD-ROMS (mass document storage)	Varies upon requirements

Call Center Support Services

Service	Fee
Case-specific voice-mail box for creditors	Waived
Interactive Voice Response ("IVR")	Set-up and per minute fee waived
Monthly maintenance charge	Waived
Management of call Center	Standard hourly rates

Disbursements

Service	Fee
Check issuance	Quote prior to printing
W-9 mailing and maintenance of TIN database	See hourly rates and noticing charges