

# **EXHIBIT A**

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE

In re:	)	
	)	Chapter 11
CONEXANT SYSTEMS, INC., <i>et al.</i> , <sup>1</sup>	)	Case No. 13-10367 (MFW)
	)	
Debtors.	)	Jointly Administered
	)	
	)	Related to Docket No. 83

**ORDER AUTHORIZING THE EMPLOYMENT AND  
RETENTION OF KLEHR HARRISON HARVEY BRANZBURG LLP AS  
CO-COUNSEL TO THE DEBTORS *NUNC PRO TUNC* TO THE PETITION DATE**

Upon the application (the "*Application*")<sup>2</sup> of the Debtors for entry of an order (this "*Order*") pursuant to sections 327(a) and 330 of the Bankruptcy Code, Rules 2014(a) and 2016 of the Bankruptcy Rules and Rules 2014-1 and 2016-1 of the Local Rules, authorizing the Debtors to retain and employ Klehr Harrison as their co-counsel in accordance with the terms and conditions set forth in the Engagement Letter attached hereto as **Exhibit 1**, *nunc pro tunc* to the Petition Date, all as more fully described in the Application and the Pacitti Declaration; and the Court having jurisdiction to consider the Application and the relief requested therein in accordance with 28 U.S.C. §§ 157 and 1334; and consideration of the Application and the relief requested therein being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper in this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the

<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal taxpayer-identification number, are: Conexant Systems, Inc. (9439); Conexant CF, LLC (6434); Brooktree Broadband Holding, Inc. (5436); Conexant, Inc. (8218); and Conexant Systems Worldwide, Inc. (0601). The Debtors' main corporate address is 4000 MacArthur Blvd., Newport Beach, California 92660.

<sup>2</sup> Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Application.

Application being adequate and appropriate under the particular circumstances; and a hearing having been held to consider the relief requested in the Application (the "*Hearing*"); and upon consideration of the First Day Declaration, the Pacitti Declaration, the record of the Hearing and all proceedings had before the Court; and the Court having found and determined that the relief sought in the Application is in the best interests of the Debtors' estates, their creditors and other parties in interest, and that the legal and factual bases set forth in the Application and the Pacitti Declaration establish just cause for the relief granted herein; and any objections to the requested relief having been withdrawn or overruled on the merits; and the Court being satisfied based on the representations made in the Application and the Pacitti Declaration that (a) Klehr Harrison does not hold or represent an interest adverse to the Debtors' estates and (b) Klehr Harrison is a "disinterested person" as defined in section 101(14) of the Bankruptcy Code as required by section 327(a) of the Bankruptcy Code, Bankruptcy Rule 2014 and Local Rule 2014-1; and after due deliberation and sufficient cause appearing therefore, it is hereby ORDERED:

1. The Application is granted to the extent provided herein, *nunc pro tunc* to the Petition Date.

2. In accordance with sections 327(a) and 330 of the Bankruptcy Code, Rules 2014(a) and 2016 of the Bankruptcy Rules and Rules 2014-1 and 2016-1 of the Local Rules, the Debtors are authorized to employ and retain Klehr Harrison in accordance with the terms and conditions set forth in the Engagement Letter.

3. The provisions set forth in the Engagement letter are approved.

4. Klehr Harrison shall apply for compensation and professional services rendered and reimbursement of expenses incurred in connection with the Debtors' chapter 11 cases in compliance with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the

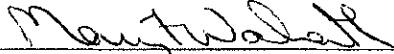
Local Rules, the U.S. Trustee Guidelines and any other applicable procedures and orders of the Court.

5. The Debtors and Klehr Harrison are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order.

6. Notwithstanding the possible applicability of Bankruptcy Rules 6004(h), 7062, 9014 or otherwise, this Order shall be immediately effective and enforceable upon its entry.

7. The Court retains jurisdiction with respect to all matters arising from or related to the interpretation or implementation of this Order.

Date: April 11, 2013  
Wilmington, Delaware

  
\_\_\_\_\_  
Honorable Mary F. Walrath  
United States Bankruptcy Judge

**Exhibit 1**

**Klehr Engagement Letter**

KLEHR | HARRISON | HARVEY | BRANZBURG

Morton R. Branzburg  
Direct Dial: (215) 569-3007  
Email: mbranzburg@klehr.com

February 7, 2013

Mr. Sailesh Chittipeddi  
President and CEO  
Conexant Systems, Inc.  
4000 MacArthur Boulevard  
Newport Beach, CA 92660

Re: Retention of Klehr | Harrison | Harvey | Branzburg, LLP

Dear Mr. Chittipeddi:

We are pleased that you have asked us to represent Conexant Systems, Inc. ("Conexant") and its subsidiaries and affiliates (collectively, "you", "your" or the "Company") as Delaware counsel working with Kirkland and Ellis in connection with a potential restructuring. Please note, the Firm's representation is only of the Company; the Firm does not and will not represent any shareholder, director, officer, partner, or joint venturer of the Company, except as otherwise disclosed herein.

**General Terms.** This retention letter (the "Agreement") sets forth the terms of your retention of Klehr | Harrison | Harvey | Branzburg, LLP ("KHHB" or the "Firm") to provide legal services and constitutes an agreement between us. The Agreement sets forth our entire agreement for rendering professional services for the current matter, as well as for all other existing or future matters, except where we otherwise agree in writing (e.g., by signing a different retention letter).

**Personnel.** I, along with my partner, Domenic Pacitti, will be primarily responsible for this engagement. Other attorneys and legal assistants also will perform services during the course of this engagement. We will involve such other lawyers and legal assistants at KHHB to the extent that your needs make such involvement desirable and acceptable to you.

**Fees.** The Firm will bill the Company for fees incurred at its regular hourly rates and in quarterly increments of an hour (or in smaller time increments otherwise required by a court). We reserve the right to adjust the Firm's billing rates from time to time in the ordinary course of the Firm's representation of the Company.

Although we will attempt to estimate fees to assist you in your planning if requested, such estimates are subject to change and are not binding unless otherwise expressly and unequivocally stated in writing.

**Expenses.** Expenses related to providing services shall be included in our statements as disbursements advanced by us on your behalf. Such expenses include photocopying, printing, scanning, witness fees, travel expenses, filing and recording fees, certain secretarial overtime, and other overtime expenses, postage, express mail, and messenger charges, deposition costs,

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computerized legal research charges, and other computer services, and miscellaneous other charges. Our clients pay directly (and are solely responsible for) certain larger costs, such as consultant or expert witness fees and expenses, and outside suppliers or contractors' charges. By executing this Agreement below, you agree to pay for all charges in accordance with KHHB's schedule of charges, a copy of which is attached hereto at Schedule 1, as revised from time to time.

**Billing Procedures.** Our statements for fees and expenses are typically rendered monthly and, unless other arrangements are made, payment in full is due upon receipt. We may adjust our billing cycle upon agreement with you. You may have the billing statement in any reasonable format you choose, but we will select an initial format for the statement unless you otherwise request in writing. Depending on the circumstances, however, estimated or summary bills may be provided during certain billing cycles, with supporting time descriptions and expense summaries to follow thereafter.

**Retainer.** The Company will provide to the Firm, a "classic retainer" in the amount of US \$100,000 as defined in *In re Production Associates, Ltd.*, 264 B.R. 180, 184 85 (Bankr. N.D. Ill. 2001), and *In re McDonald Bros. Construction, Inc.*, 114 B.R. 989, 997 99 (Bankr. N.D. Ill. 1990). As such, the classic retainer will be earned by the Firm upon receipt. The initial amount of the classic retainer was set to approximate our estimate of fees and expenses expected to be accrued and unpaid by the Company between payment cycles. The Firm's estimate of expected fees and expenses may change based upon actual or expected fees and expenses incurred or expected to be incurred, as applicable. Further, the Company agrees to replenish the classic retainer upon receiving invoices from the Firm so that the classic retainer amount remains at or above the Firm's estimated fees and expenses expected to be accrued and unpaid by the Company between payment cycles.

The classic retainer will be placed into KHHB's general cash account, will not be held in a separate account on your behalf, and you will not receive any interest on these monies. You have no interest in the classic retainer. This amount does not constitute a security deposit.

**Termination.** Our retention may be terminated by either of us at any time by written notice by or to you. Our representation will end at the earliest of (a) your termination of our representation, (b) our withdrawal, and (c) the substantial completion of our substantive work. If permission for withdrawal is required by a court, we shall apply promptly for such permission, and termination shall coincide with the court order for withdrawal. If this Agreement or our services are terminated for any reason, such termination shall be effective only to terminate our services prospectively and all the other terms of this Agreement shall survive any such termination.

Upon cessation of our active involvement in a particular matter (even if we continue active involvement in other matters on your behalf), we will have no further duty to inform you of future developments or changes in law as may be relevant to such matter. Further, unless you and we mutually agree in writing to the contrary, we will have no obligation to monitor renewal or notice dates or similar deadlines that may arise from the matters for which we had been retained.

**Cell Phone and E-Mail Communication.** KHHB hereby informs you and you hereby acknowledge that KHHB's attorneys sometimes communicate with their clients and their clients' professionals and agents by cell telephone, that such communications are capable of being intercepted by others

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and therefore may be deemed no longer protected by the attorney-client privilege, and that you must inform KHHB if you do not wish KHHB to discuss privileged matters on cell telephones with you or your professionals or agents.

KHHB hereby informs you and you hereby acknowledge that KHHB's attorneys sometimes communicate with their clients and their clients' professionals and agents by unencrypted e-mail, that such communications are capable of being intercepted by others and therefore may be deemed no longer protected by the attorney-client privilege, and that you must inform KHHB if you wish to institute a system to encode all e-mail between KHHB and you or your professionals or agents.

**File Retention.** All records and files will be retained and disposed of in compliance with our policy in effect from time to time. Subject to future changes, it is our current policy generally not to retain records relating to a matter for more than five years. Upon your prior written request, we will return client records to you prior to their destruction. It is not administratively feasible for us to advise you of the closing of a matter or the disposal of records. We recommend, therefore, that you maintain your own files for reference or submit a written request for your client files promptly upon conclusion of a matter.

**Conflicts of Interest.** As is customary for a law firm of our size, there are numerous business entities, with which you currently have relationships, that KHHB has represented or currently represents in matters unrelated to you.

Further, in undertaking our representation of the Company, we want to be fair not only to its interests but also to those of our other clients. Because the Company is engaged in activities (and may in the future engage in additional activities) in which its interests may diverge from those of our other clients, the possibility exists that one of our current or future clients may take positions adverse to the Company (including litigation or other dispute resolution mechanisms) in a matter in which KHHB may be retained. In the event a present conflict of interest exists between the Company and our other clients or in the event one arises in the future, the Company agrees to waive any such conflict of interest or other objection that would preclude our representation of another client (a) in other current or future matters substantially unrelated to this representation of the Company or (b) other than during a Restructuring Case (as defined below), in other matters related to the Company (including in litigation, arbitration, or other dispute resolution mechanism). The Company also agrees that our representation is solely of the Company and that no member or other entity or person related to it (such as directors, officers, or employees) has the status of a client for conflict of interest purposes.

**Restructuring Cases.** If it becomes necessary for you to commence a restructuring case under chapter 11 of the U.S. Bankruptcy Code ("Restructuring Case"), our ongoing employment by you will be subject to the approval of the court with jurisdiction over the petition. If necessary, KHHB will take steps necessary to prepare the disclosure materials required in connection with KHHB's retention as lead restructuring counsel. In the near term, KHHB will begin conflicts checks on potentially interested parties as provided by you.



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If necessary, we will prepare a preliminary draft of a schedule describing KHHB's relationships with certain interested parties (the "Disclosure Schedule"). We will give you a draft of the Disclosure Schedule once it is available. Although KHHB believes that these relationships do not constitute actual conflicts of interest, these relationships must be described and disclosed in your application to the court to retain KHHB.

If actual conflicts of interest arise in the Company's restructuring cases, the Company will be required to use separate conflicts counsel in those matters, and the Firm will not participate in those matters.

**No Guarantee of Success.** It is impossible to provide any promise or guarantee about the outcome of your matters. Nothing in this Agreement or any statement by our staff or attorneys constitutes a promise or guarantee. Any comments about the outcome of your matter are simply expressions of judgment and are not binding on us.

**Consent to Use of Information.** In connection with future materials that, for marketing purposes, describe facets of our law practice and recite examples of matters we handle on behalf of clients, you agree that, if those materials avoid disclosing your confidences and secrets as defined by applicable ethical rules, they may identify you as a client, may contain factual synopses of your matters, and may indicate generally the results achieved.

**Reimbursement of Expenses.** You agree promptly to reimburse us for all fees and expenses, including the amount of KHHB's attorney and paralegal time at normal billing rates, as incurred by us in connection with participating in, preparing for, or responding to any action, claim, suit or proceeding brought by or against any third-party that relates to the legal services provided by us under the Agreement. Without limiting the scope of the foregoing, and by way of example only, this paragraph extends to all such fees and expenses incurred by us in responding to document subpoenas, and preparing for and testifying at depositions and trials.

**LLP.** Klehr | Harrison | Harvey | Branzburg, LLP is a limited liability partnership organized under the laws of the Commonwealth of Pennsylvania. Pursuant to statutory provisions, an obligation incurred by a limited liability partnership, whether arising in tort, contract or otherwise, is solely the obligation of the limited liability partnership, and partners are not personally liable, directly or indirectly, by way of indemnification, contribution, assessment or otherwise, for such obligation solely by reason of being or so acting as a partner.

**Miscellaneous.** This Agreement sets forth our entire agreement for rendering professional services. It can be amended or modified only in writing and not orally or by course of conduct. Each party signing below is jointly and severally responsible for all obligations due us and represents that each has full authority to execute this Agreement so that it is binding. This Agreement may be signed in one or more counterparts and binds each party countersigning below, whether or not any other proposed signatory ever executes it. If any provision of this Agreement or the application thereof is held invalid or unenforceable, the invalidity or unenforceability shall not affect other provisions or applications of this Agreement which can be given effect without such provisions or application, and to this end the provisions of this Agreement are declared to be severable.

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We are not advising you with respect to this Agreement because we would have a conflict of interest in doing so. If you wish advice, you should consult independent counsel of your choice.

Please confirm your agreement with the arrangements described in this letter by signing below and returning a copy to me. At the same time, kindly wire the retainer of \$100,000 to us pursuant to the wire instructions attached to this engagement letter.

Very truly yours,

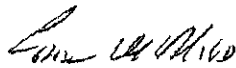
Morton R. Branzburg

MRB/jlt

Agreed to and Accepted this  
7<sup>th</sup> day of Feb, 2013:

CONEXANT SYSTEMS, INC

By



Name: Sailesh Chittipeddi  
Title: President and CEO

*Carl W. Mills*  
*CFC*

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## Schedule I

KLEHR | HARRISON | HARVEY | BRANZBURG, LLP

## CLIENT-REIMBURSABLE EXPENSES AND OTHER CHARGES

Effective 01/01/2012

The following outlines KHHB's policies and standard charges for various services performed by KHHB and/or by other third parties on behalf of the client which are often ancillary to our legal services. Services provided by in-house KHHB personnel are for the convenience of our clients. Given that these services are often ancillary to our legal services, in certain instances, it may be appropriate and/or more cost efficient for these services to be outsourced to a third-party vendor. If services are provided beyond those outlined below, pricing will be based on the KHHB's approximate cost and/or comparable market pricing.

- **Duplicating, Reprographics and Printing:** The following list details the KHHB's charges for duplicating, reprographics and printing services:
  - Black and White Copy or Print (all sizes of paper):
    - \$0.10 per impression
  - Color Copy or Print (all sizes of paper):
    - \$0.55 per impression
  - Scanned Images:
    - \$0.12 per page for black and white or color scans
  - Other Services:
    - CD/DVD Duplicating or Mastering - \$7/\$10 per CD/DVD
    - Binding - \$0.70 per binding
    - Large or specialized binders - \$13/\$27
    - Tabs - \$0.13 per item
    - OCR/File Conversion - \$0.03 per page
    - Production Blowbacks - \$0.10 per page for electronic batch printing over 500 pages
- **Secretarial and Word Processing:** Clients are not charged for secretarial and word processing activities incurred on their matters during standard business hours.
- **Overtime Charges:** Clients will be charged for overtime costs for secretarial and document services work if either (i) the client has specifically requested the after-hours work or (ii) the nature of the work being done for the client necessitates out-of-hours overtime and such work could not have been done during normal working hours. If these conditions are satisfied, costs for related overtime meals and transportation will also be charged.

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- **Travel Expenses:** We charge clients our out-of-pocket costs for travel expenses including associated travel agency fees. We charge coach fares (business class for international flights) unless the client has approved first-class or an upgrade. KHHB personnel are instructed to incur only reasonable airfare, hotel and meal expenses. KHHB negotiates, uses, and passes along volume discount hotel and air rates whenever practicable. However, certain retrospective rebates may not be passed along.
- **Catering Charges:** Clients will be charged for any in-house catering service provided in connection with client matters.
- **Communication Expenses:** We do not charge clients for telephone calls or faxes made from KHHB's offices with the exception of third-party conference calls and videoconferences.

Charges incurred for conference calls, videoconferences, cellular telephones, and calls made from other third-party locations will be charged to the client at the actual cost incurred. Further, other telecommunication expenses incurred at third-party locations (e.g., phone lines at trial sites, Internet access, etc.) will be charged to the client at the actual cost incurred.

- **Overnight Delivery/Postage:** We charge clients for the actual cost of overnight and special delivery (e.g., Express Mail, FedEx, and DHL), and U.S. postage for materials mailed on the client's behalf. KHHB negotiates, uses, and passes along volume discount rates whenever practicable.
- **Messengers:** We charge clients for the actual cost of a third party vendor messenger. Where a KHHB in-house messenger is used, we charge clients a standard transaction charge plus applicable cab fare.
- **Computerized Research Services:** Client charges are limited to KHHB's actual third-party costs and do not include any surcharges for related overhead. KHHB negotiates, uses, and passes along volume discount rates whenever practicable. As discounts are customarily based on overall volume, the amount of the discount may vary from month to month.
- **Off-Site Legal Files Storage:** Clients are not charged for off-site storage of files unless the storage charge is approved in advance.
- **Electronic Data Storage:** KHHB will not charge clients for costs to store electronic data and files related to cases on KHHB's systems if the data stored does not exceed 250 gigabytes (GB). If the data stored for a specific client exceeds 250GB, KHHB will charge clients \$2.00 per month/per GB until the data is either returned to the client or properly disposed of.

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- **Document Procurement:** Our standard client charge for document retrieval when a KHHB library employee obtains a document from an outside source is \$25 per document. There is no client charge for retrieving documents from KHHB libraries in other cities or from other collections when the document is part of the KHHB collection but unavailable.
- **Calendar Court Services:** Our standard charge is \$25 for a court filing and other court services or transactions.
- **Library Research Services:** Library Research Specialists perform research services at the request of attorneys, and clients are charged per hour for these services.
- **Supplies:** There is no client charge for standard office supplies. Clients are charged for special items (e.g., a minute book, exhibit tabs/indexes/dividers, binding, etc.) and then at KHHB's actual cost.
- **Contract Attorneys and Contract Non-Attorney Billers:** If there is a need to utilize a contract attorney or contract non-attorney on a client engagement, clients will be charged a standard hourly rate for these billers unless other specific billing arrangements are agreed between KHHB and client.
- **Expert Witnesses, Experts of Other Types, and Other Third Party Consultants:** If there is a need to utilize an expert witness, expert of other type, or other third party consultant such as accountants, investment bankers, academicians, other attorneys, etc. on a client engagement, clients will be requested to retain or pay these individuals directly unless specific billing arrangements are agreed between KHHB and client.
- **Third Party Expenditures:** Third party expenditures (e.g., corporate document and lien searches, lease of office space at Trial location, IT equipment rental, SEC and regulatory filings, etc.) incurred on behalf of a client, will be passed through to the client at actual cost. If the invoice exceeds \$50,000, it is KHHB's policy that wherever possible such charges will be directly billed to the client. In those circumstances where this is not possible, KHHB will seek reimbursement from our client prior to paying the vendor.

Unless otherwise noted, charges billed in foreign currencies are determined annually based on current U.S. charges at an appropriate exchange rate.

# **EXHIBIT B**

April 25, 2013

Bill Number: 295573

File Number: 17061 – 0002

CoNexant Systems

RE: Bankruptcy

Through March 31, 2013

**SUMMARY FOR THE ATTACHED DETAILED SHEETS**

CC	Cash Collateral	2.00hrs	\$ 1,200.00
E	Executory Contracts/Lease	32.00hrs	14,435.00
G	General Case Administration	109.10hrs	47,471.00
H	Court Hearings	7.50hrs	4,125.00
L	Lift Stay Litigation	1.50hrs	705.00
PO	Plan of Reorganization	6.10hrs	3,455.00
R	Rippon Motions	0.70hrs	280.00
RA	Retention of Applicant	5.70hrs	2,838.00
RO	Retention of Others	1.80hrs	805.00
	CURRENT BILL FEE AMOUNT	<hr/> 166.40hrs	<hr/> \$ 75,314.00

April 25, 2013

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CoNexant Systems

RE: Bankruptcy

Through March 31, 2013

	<u>Total Hours</u>	<u>Hourly Rate</u>	<u>Amount</u>
<b><u>Partner</u></b>			
Morton R. Branzburg	15.10	\$ 650.00	\$ 9,815.00
Domenic E. Pacitti	53.10	550.00	29,205.00
<b><u>Of-Counsel</u></b>			
Michael W. Yurkewicz	84.80	400.00	33,920.00
<b><u>Paralegal</u></b>			
Melissa K. Hughes	11.50	180.00	2,070.00
Chadd P. Fitzgerald	1.90	160.00	304.00
TOTAL	<u>166.40</u>		<u>\$ 75,314.00</u>



April 25, 2013

Bill Number: 295573

File Number: 17061 - 0002

CoNexant Systems

RE: Bankruptcy

Through March 31, 2013

**CC - Cash Collateral**

02/28/13	review markup of DIP and coordinate comments with T. Patton	DEP	1.00hrs
02/28/13	review DIP documentaion/email from C. Greco re: DIP issues	MRB	1.00hrs
TOTAL FEES .....			\$ 1,200.00

**E - Executory Contracts/Lease**

03/05/13	address headquarters lease issues	MWY	2.30hrs
03/05/13	emails with J. Pack re: 365(d)(3) issues (.5)/research 365(d)(3) issue (1.3)	DEP	1.80hrs
03/05/13	review Scranton Rd. lease and related issues in rejection (1.3)/emails with J. Pack re: same (.2)	DEP	1.50hrs
03/08/13	review lease rejection issue	MRB	0.20hrs
03/08/13	emails with J. Fisher re: Scranton Road property lease and related issues	DEP	0.50hrs
03/11/13	address utility provider issues on rejected lease (.6)/acquire and review lease documentation on Von Karman (2.3)	MWY	2.90hrs
03/12/13	work on utility service issues for Von Karman location	MWY	1.60hrs
03/12/13	review Scranton road sublease issues (.5)/review cases in DE re: rejection of subleases (1.5)	DEP	2.00hrs
03/13/13	address communication with potential contract assumption	MWY	0.40hrs
03/16/13	review executory contract issues re: landlord & subtenant	MRB	1.00hrs
03/20/13	review and address landlord communications on rejected lease	MWY	2.40hrs
03/25/13	address lease rejection issues regarding Scranton Road	MWY	2.30hrs
03/25/13	review lease rejection issues with R. Datillo of K&E	DEP	0.50hrs
03/26/13	review lease documentation on San Diego (1.8)/call with landlord and committee on San Diego rejection (.6)/follow up on lease rejection strategy (1.2)/address headquarters lease issues (.6)	MWY	4.20hrs
03/26/13	conference call with K&E and clients re: Scranton Road lease issues	DEP	0.50hrs
03/26/13	emails with client and K&E re: lease rejection issues and discussions with landlords	DEP	0.50hrs

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CoNexant Systems

RE: Bankruptcy

Through March 31, 2013

03/27/13	address headquarters lease issues	MWY	1.30hrs
03/27/13	emails with K&E re: lease rejection and new lease at headquarters (.3)/telephone call with K&E re: same (.3)	DEP	0.60hrs
03/28/13	work on headquarters lease motion to reject and enter into new lease (2.8)/address Scranton Road lease issues (1.7)	MWY	4.50hrs
03/28/13	review motion to reject lease of coporate headquarters (.8)/emails with K&E re: same (.2)	DEP	1.00hrs

TOTAL FEES .....	<u>\$ 14,435.00</u>
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**G - General Case Administration**

02/28/13	emails from UST re: operating Guidelines and reporting requirements (.3)/email with K&E re: same (.2)	DEP	0.50hrs
02/28/13	telephone call from. P. Morgan , counsel for Kodak, re: first days	DEP	0.20hrs
02/28/13	review and revise first day pleadings	DEP	8.00hrs
02/28/13	telephone call with clerk's office re: filing and first day hearings (.3); telephone call with chambers re: first day hearings (.2)	DEP	0.50hrs
02/28/13	work on noticing re: first days	DEP	0.30hrs
02/28/13	telephone call with T. Patton re: first days and open issues to address	DEP	0.50hrs
02/28/13	review, revise and work on 1st day motions and preparations	MWY	18.50hrs
02/28/13	review Indianapolis Downs case re: releases	MRB	0.40hrs
02/28/13	review Wamu decision re: releases	MRB	0.40hrs
02/28/13	review comments by UST to first day orders and motions	MRB	0.30hrs
02/28/13	review J. Heck email re: cash management	MRB	0.10hrs
02/28/13	telephone call with B. Sandler re: committee interest	DEP	0.30hrs
02/28/13	emails with BMC Group re: noticing	DEP	0.40hrs
02/28/13	review Firdt Day Pleadings	MRB	3.00hrs
02/28/13	review, prepare and file Agenda for hearing	CPF	0.40hrs

April 25, 2013

Bill Number: 295573

File Number: 17061 - 0002

CoNexant Systems

RE: Bankruptcy

Through March 31, 2013

02/28/13	review revise and prepare all first day motions for filing and efile same with Bankruptcy Court	MKH	7.00hrs
03/01/13	conference D. Pacitti re: schedules	MRB	0.10hrs
03/01/13	review and respond to emails with attorneys/co-counsel and noticing agents regarding first days, scheduling, notices and filing logistics	MKH	1.00hrs
03/01/13	preparation for and attend first day hearings (4.2)/follow up on service and post hearing issues (1.3)/address cash management issues from Court (.7)	MWY	6.20hrs
03/04/13	work on notice of commencement (.9)/work on OCP motion (1.2)/address service and notice of second day hearing (.6)/coordinate with Court on notice of commencement (.7)/address disclosure statement hearing notice (.6)/follow up on pro hac fees and compliance (.4)/address schedules and statements precedent (.8)	MWY	5.20hrs
03/04/13	review, prepare and file Notice of Commencement	CPF	0.50hrs
03/04/13	review, prepare and file Notice of Disclosure Statement Hearing	CPF	0.50hrs
03/04/13	review, prepare and file Notice of Hearing on 2nd Day Motions	CPF	0.50hrs
03/04/13	draft Notice of Commencement	DEP	0.30hrs
03/05/13	review 365(d)(3) issue re: headquarters	MRB	0.30hrs
03/05/13	address retention agreement issues	MWY	1.20hrs
03/05/13	address additional pro hac vice motions (.5)/follow up on second day issues (.4)	MWY	0.90hrs
03/05/13	draft Pro Hac Vice Motion for M. Branzburg and prepare email attaching same for review	MKH	0.50hrs
03/05/13	prepare Pro Hac Vice Motion for M. Branzburg for filing and efile same with Bankruptcy Court and prepare delivery of same to Judge	MKH	0.20hrs
03/05/13	draft Pro Hac Vice Motion for P. Basta and prepare email attaching same for review	MKH	0.50hrs
03/06/13	review second day pleadings	MRB	0.60hrs
03/07/13	telephone call with C. Simon re: Mentor Graphics (.4)/email with C. Greco re: conversation (.2)	DEP	0.60hrs
03/07/13	emails with J. Sussburg re: IDI and formation meeting	DEP	0.40hrs
03/08/13	meeting with clients and A&M re: IDI am formation (.5)/attend IDI with U.S. Trustee's (1.0)/attend formation meeting and additional U.S. Trustee's meeting (1.0)	MRB	2.50hrs

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03/08/13	review committee formation/emails	MRB	0.10hrs
03/08/13	work on revised commencement notice issues (.8)/address class from creditors on commencement notice (.7)/address formation meeting issues (.3)	MWY	1.80hrs
03/08/13	review and prepare Notice of Commencement of Chapter 11 for filing and efile same with Bankruptcy Court	MKH	0.20hrs
03/08/13	meet with clients and A&M re: IDI and formation (.5)/attend Initial Debtor Interview with UST (1.0)/attend formation meeting and subsequent meeting with UST (1.0)/review U.S. Trustee information re: filing requirements	DEP	3.50hrs
03/08/13	emails with J. Sussburg, C. Greco and M. Branzburg re: committee selection and committee counsel selection	DEP	0.40hrs
03/08/13	emails with T. Patton re: 341 meeting and form of notice(.3)/emails with K&E re: same (.2)	DEP	0.50hrs
03/08/13	conference D. Pacitti re: IDI and organization meeting/prepare for and attend IDI with debtor at U.S. Trustee's Office	MRB	1.50hrs
03/10/13	conference D. Pacitti re: LDC settlement	MRB	0.10hrs
03/11/13	review conflict information and investigate Comerica Bank relationship	MRB	0.40hrs
03/11/13	email J. Sussberg and C. Greco re: LCD settlement	MRB	0.30hrs
03/12/13	address inquiries on asset sales (.2)/address insurance broker inquiries (.2)	MWY	0.40hrs
03/13/13	review draft initial reporting report and emails with J. Fisher re: same	DEP	0.50hrs
03/14/13	address notice of commencement issues (2.6)/work on bar date motion (1.4)/address operating report and professional reporting (1.8)	MWY	5.80hrs
03/14/13	conference call with J. Fisher and C. Mills re: Initial Operation Report (.5)/emails with J. Fisher re: bank account issue (.3)/email with J. Heck re: sweep bank account issue (.2)	DEP	1.00hrs
03/14/13	conference D. Pacitti re: monthly operating reports	MRB	0.10hrs
03/15/13	work on finalizing and filing of insurance BMC retention Bar Date and Ordinary Course Professional motions (2.6)	MWY	2.60hrs
03/15/13	review and revise bar date motion	DEP	1.00hrs
03/15/13	review and revise insurance motion (1.0)/telephone call with K&E re: same (.3)	DEP	1.30hrs
03/15/13	telephone call with M. Koss re: motions for filing	DEP	0.30hrs

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03/18/13	follow up on service issues on motions (.4)/address notice of commencement (.3)	MWY	0.70hrs
03/19/13	address utilities motion issues	MWY	1.40hrs
03/20/13	address utility motion issues	MWY	1.60hrs
03/21/13	address notice of commencement issues and inquiries	MWY	0.70hrs
03/22/13	confer with D. Pacitti re upcoming deadlines, fee applications and hearings relating to case	MKH	0.50hrs
03/22/13	review email from T. Patton with preliminary comments to second day motions (.4)/emails with C. Greco re: same (.2)	DEP	0.60hrs
03/25/13	work on schedules and statements	MWY	2.80hrs
03/25/13	review global notes for schedules and sofas	DEP	0.50hrs
03/27/13	work on schedules and statments	MWY	2.40hrs
03/28/13	work on schedules and statements	MWY	2.40hrs
03/28/13	review motion to enter into real property lease for corporate headquarters (.7)/emails with K&E re: same (.3)	DEP	1.00hrs
03/29/13	work on schedules and statements	MWY	6.80hrs
03/29/13	review schedules and statements of financial affairs	DEP	2.50hrs
03/29/13	review statements and statemens of financial affairs	MRB	0.60hrs
TOTAL FEES .....			\$ 47,471.00

**H - Court Hearings**

03/01/13	emails with M. Koss re: documents for hearing (.3)/prepare orders and documents for hearing (.7)/Meet with K&E and clients and prepare for first day hearings (3.0)/evieiw orders for court (1.0)	DEP	5.00hrs
03/01/13	attend first day hearings and post hearing conferences	DEP	2.50hrs
TOTAL FEES .....			\$ 4,125.00

**L - Lift Stay Litigation**

03/20/13	review Motion of Comerica Bank for Relief from the Automatic Stay (.5)/email with K&E re: same (.2)	DEP	0.70hrs
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03/20/13	review and address Comerica lift stay motion	MWY	0.80hrs
TOTAL FEES .....			<u>\$ 705.00</u>

**PO - Plan of Reorganization**

02/28/13	review draft of plan	MRB	1.00hrs
03/04/13	review and revise Notice of Hearing on Disclosure Statement	DEP	0.30hrs
03/07/13	review plan, DS and DS Motion re: modifications for release language and balloting under DE precedent	DEP	3.90hrs
03/26/13	review email from T. Patton re: U.S. Trustee's preliminary comments to the solicitation motion, disclosure statement and plan	DEP	0.50hrs
03/27/13	review letter from court re: notice of confirmation hearing (.2)/emails with K&E re: same (.2)	DEP	0.40hrs
TOTAL FEES .....			<u>\$ 3,455.00</u>

**R - Rippon Motions**

03/06/13	address A&M retention and service	MWY	0.70hrs
TOTAL FEES .....			<u>\$ 280.00</u>

**RA - Retention of Applicant**

02/28/13	review conflict issues re: application to employ KHHB	MRB	0.40hrs
02/28/13	draft Klehr retention application	DEP	1.30hrs
03/09/13	review Klehr Harrison retention application/review conflicts disclosures	MRB	0.70hrs
03/11/13	draft revisions to draft retention application of KH (.5) emails with M. Branzburg re: same (.2)	DEP	0.70hrs
03/13/13	draft Application to Retain Klehr Harrison	DEP	1.50hrs
03/14/13	draft Notice re KHHB Retention Application	MKH	0.60hrs
03/14/13	review revise and prepare KHHB Retention Application/Notice and related documents for filing and efile same with Bankruptcy Court and coordinate service of same	MKH	0.50hrs
TOTAL FEES .....			<u>\$ 2,838.00</u>

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**RO - Retention of Others**

02/28/13	review K&E retention application and comment back to K&E	DEP	0.50hrs
03/06/13	review revise and prepare Debtors' Application to Employ and Retain Alvarez & Marsal North America as Financial Advisor to the Debtor/Notice/related exhibits for filing and efile same with Bankruptcy Court and coordinate service of same	MKH	0.50hrs
03/06/13	revise Application to Employ Alvarez & Marsal North America, LLC as Financial Advisor	DEP	0.80hrs
TOTAL FEES .....			<hr/> \$ 805.00

# **EXHIBIT C**



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**DISBURSEMENT SCHEDULE**

Photocopying	\$ 854.60
Travel	90.00
Filing Fees	125.00
Special Copy	(435.00)
TOTAL	<hr/> \$634.60

4/25/2013  
 11:24 AM  
 Includes: Hard,Soft,Unbilled  
 Parameter Set: FEEAPP

KLEHR | HARRISON | HARVEY | BRANZBURG LLP  
**Disbursement Subsidiary Report**  
 Period: 180001 to 209913 Date: 1/1/1800 to 12/31/2099

Report: DISB02  
 Req'd By: SKUHN070  
 Currency: USD

Tran Date	Code	Description	Inv/Chk Req #	Disb ID	Reference	Bill Num	Bill Date	Base Amount	To Bill Amount	Billed Amount
Client: 17061 CoNexant Systems										
Matter: 0002 Bankruptcy										
2/28/2013	02	Photocopying		1800336		295573	4/25/2013	\$815.00	\$815.00	\$815.00
2/28/2013	09	Filing Fees		1801359		295573	4/25/2013	(\$6,065.00)	(\$6,065.00)	(\$6,065.00)
2/28/2013	09	Filing Fees	03/08/2013	1801360		295573	4/25/2013	\$6,065.00	\$6,065.00	\$6,065.00
2/28/2013	16	Special Copy		1801361		295573	4/25/2013	(\$435.00)	(\$435.00)	(\$435.00)
2/28/2013	09	Filing Fees	03/08/2013	1801362		295573	4/25/2013	\$25.00	\$25.00	\$25.00
2/28/2013	09	Filing Fees	03/08/2013	1801363		295573	4/25/2013	\$75.00	\$75.00	\$75.00
2/28/2013	08	Travel	03/08/2013	1801364		295573	4/25/2013	\$90.00	\$90.00	\$90.00
3/4/2013	02	Photocopying		1806022		295573	4/25/2013	\$21.90	\$21.90	\$21.90
3/4/2013	02	Photocopying		1806025		295573	4/25/2013	\$4.30	\$4.30	\$4.30
3/28/2013	09	Filing Fees	04/02/2013	1806649		295573	4/25/2013	\$25.00	\$25.00	\$25.00
3/29/2013	02	Photocopying		1806023		295573	4/25/2013	\$13.40	\$13.40	\$13.40
Matter Total: 0002								\$634.60	\$634.60	\$634.60
Client Total: 17061								\$634.60	\$634.60	\$634.60
Report Total:								\$634.60	\$634.60	\$634.60

Start Time: 11:24 AM  
 End Time: 11:24 AM