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7 Attorneys for Heller Ehrman LLP,
8 Debtor and Debtor in Possession

9 **UNITED STATES BANKRUPTCY COURT**
10 **NORTHERN DISTRICT OF CALIFORNIA**
11 **SAN FRANCISCO DIVISION**

12 In re:
13 Heller Ehrman LLP,
14 Debtor.

Case No.: 08-32514

Chapter 11

**DECLARATION OF TEDDY M.
KAPUR IN SUPPORT OF FIFTH AND
FINAL APPLICATION OF
PACHULSKI STANG ZIEHL & JONES
LLP, FOR ALLOWANCE AND
PAYMENT OF COMPENSATION AND
REIMBURSEMENT OF EXPENSES**

15 Date: October 22, 2010
16 Time: 9:30 a.m.
17 Place: United States Bankruptcy Court
235 Pine Street,
San Francisco, CA
18 Judge: Honorable Dennis Montali

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21
22 I, Teddy M. Kapur, hereby declare as follows:

23 The following facts are personally known to me, and if called to do so, I could and would
24 competently testify thereto.

25 1. I am a member in the law firm of Pachulski Stang Ziehl & Jones LLP (“PSZJ”),
26 general bankruptcy counsel to Heller Ehrman LLP (the “Debtor”). I submit this declaration in
27 support of the *Fifth and Final Application of Pachulski Stang Ziehl & Jones LLP for Allowance and*
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1 *Payment of Compensation for Services Rendered and Reimbursement of Expenses* (the
2 “Application”).

3 2. I have personally reviewed the information contained in the Application, and believe
4 its contents to be true and correct to the best of my knowledge, information and belief.

5 3. PSZJ customarily charges \$0.20 per page for photocopying expenses, \$0.10 per page
6 for print jobs, and \$0.10 per page for scan copies. PSZJ’s photocopying machines automatically
7 record the number of copies made when the person that is doing the copying enters the client’s
8 account number into a device attached to the photocopier. PSZJ summarizes each client’s
9 photocopying and printing charges on a daily basis. Whenever feasible, PSZJ sends large copying
10 projects to an outside copy service that charges a reduced rate for photocopying. Pursuant to the
11 guidelines promulgated by the Office of the United States Trustee, PSZJ has agreed not to charge for
12 outgoing faxes. Fax receipts are charged at \$0.20 per page, the same costs as PSZJ charges for
13 photocopies.

14 5. PSZJ does not charge for local or long distance telephone calls placed by attorneys
15 from their offices. PSZJ only bills its clients for the actual costs charged PSZJ by teleconferencing
16 services in the event that a multiple party teleconference is initiated through PSZJ.

17 6. Regarding providers of on-line legal research (e.g., LEXIS and WESTLAW), PSZJ
18 charges the standard usage rates these providers charge for computerized legal research. PSZJ bills
19 its clients the actual amount charged by such services, with no premium. Any volume discount
20 received by PSZJ is passed on to the client.

21 7. PSZJ believes the foregoing rates for expenses are the market rates that the majority
22 of law firms charge clients for such services.

23 8. PSZJ has not been paid or promised any compensation from any source for services
24 rendered in connection with this case, other than the Debtor’s funds and the retainer paid to it by the
25 Debtor pre-petition.

26 9. PSZJ has not entered into any agreement or understanding with any other entity for
27 the sharing of compensation received or to be received for services rendered and/or to be rendered in
28 connection with this case.

