

**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF NEW JERSEY**

**COVER SHEET FOR FIRST INTERIM FEE APPLICATION  
OF KELLEY DRYE & WARREN LLP AS COUNSEL TO  
THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS FOR  
ALLOWANCE OF COMPENSATION FOR PROFESSIONAL SERVICES  
RENDERED AND REIMBURSEMENT OF EXPENSES INCURRED  
FOR THE PERIOD OF MARCH 19, 2024 THROUGH JUNE 30, 2024**

Debtor: BOWFLEX INC., <i>et al.</i> <sup>1</sup>	Applicant: Kelley Drye & Warren LLP
Case No: 24-12364 (ABA)	Client: The Official Committee of Unsecured Creditors
Chapter: 11	Case Filed: March 4, 2024

☒ Interim Fee Application                      or                      ☐ Final Fee Application

**Summary of the Amounts Requested for the Period From  
March 19, 2024 Through June 30, 2024**

Retention Date:	April 22, 2024, effective as of March 19, 2024
Terms and Conditions of Employment:	Hourly. No retainer.
Total Kelley Drye Fees and Expenses Sought to be Paid this Period:	\$1,348,024.20
Total Kelley Drye Fees Sought to be Paid this Period:	\$1,343,979.00
Total Kelley Drye Expenses Sought to be Paid this Period:	\$4,045.20
Total Kelley Drye Fees and Expenses Approved by Interim Order to Date:	N/A
Blended Rate in this Application for All Attorneys:	\$885.99
Blended Rate in this Application for All Timekeepers:	\$852.13
Kelley Drye Fees Sought in This Application Paid Pursuant to a Monthly Compensation Order But Not Yet Allowed:	\$815,355.60

<sup>1</sup> The Debtors in these chapter 11 cases are BowFlex Inc. and BowFlex New Jersey LLC.

Kelley Drye Expenses Sought in This Application Paid Pursuant to a Monthly Compensation Order But Not Yet Allowed:	\$3,922.74
Difference Between Fees Budgeted and Amounts Sought in this Application:	\$243,979.00
Are any rates higher than those approved or disclosed at retention?	No
Number of Timekeepers Included in This Application:	29
Number of Timekeepers Billing Fewer than 15 Hours to the Case During This Period:	14

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

RETENTION ORDER ATTACHED

/s/ James S. Carr      August 14, 2024  
James S. Carr      Date

James S. Carr, Esq.  
Eric R. Wilson, Esq. (admitted *pro hac vice*)  
Maeghan J. McLoughlin, Esq. (admitted *pro hac vice*)  
Connie Y. Choe, Esq.

**KELLEY DRYE & WARREN LLP**

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*Counsel to the Official Committee of  
Unsecured Creditors*

**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF NEW JERSEY**

In re:

BOWFLEX INC., *et al.*,

Debtors.<sup>1</sup>

Chapter 11

Case No. 24-12364 (ABA)

(Jointly Administered)

**FIRST INTERIM FEE APPLICATION OF KELLEY DRYE & WARREN LLP  
AS COUNSEL TO THE OFFICIAL COMMITTEE OF UNSECURED  
CREDITORS FOR ALLOWANCE OF COMPENSATION FOR PROFESSIONAL  
SERVICES RENDERED AND REIMBURSEMENT OF EXPENSES INCURRED  
FOR THE PERIOD OF MARCH 19, 2024 THROUGH JUNE 30, 2024**

Kelley Drye & Warren LLP (“Kelley Drye”), counsel to the Official Committee of Unsecured Creditors (the “Committee”) of BowFlex Inc., *et al.*, the above-captioned debtors and debtors-in-possession (collectively, the “Debtors”), submits this first interim fee application (the “Application”) pursuant to (a) 11 U.S.C. §§ 330 and 331, Rule 2016 of the Federal Rules of Bankruptcy Procedure, and D.N.J. LBR 2016-1, (b) the Court’s *Administrative Fee Order*

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<sup>1</sup> The Debtors in these chapter 11 cases are BowFlex Inc. and BowFlex New Jersey LLC.

*Establishing Procedures for the Allowance and Payment of Interim Compensation and Reimbursement of Expenses of Professionals Retained by Order of this Court* entered on April 18, 2024 (the “Interim Compensation Order”),<sup>2</sup> and (c) the *United States Trustee’s Appendix B Guidelines for Reviewing Applications for Compensation and Reimbursement of Expenses Filed Under 11 U.S.C. § 330* (the “Appendix B Guidelines”), for entry of an order, substantially in the form of Exhibit E, allowing, on an interim basis, compensation in the amount of \$1,343,979.00 for the reasonable and necessary legal services that Kelley Drye rendered to the Committee from March 19, 2024 through and including June 30, 2024 (the “Fee Period”), and reimbursement for the actual and necessary costs and expenses that Kelley Drye incurred during the Fee Period in the amount of \$4,045.20. In support of this Application, Kelley Drye respectfully represents as follows:

### **JURISDICTION AND VENUE**

1. This Court has jurisdiction over this Application pursuant to 28 U.S.C. §§ 157 and 1334.
2. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

### **BACKGROUND**

3. On March 4, 2024 (the “Petition Date”), each of the Debtors filed with this Court a voluntary petition for relief under chapter 11 of the Bankruptcy Code. Since the Petition Date, the Debtors have continued in possession of their properties and have continued to operate and manage their business as debtors-in-possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

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<sup>2</sup> Docket No. 298.

4. Effective March 15, 2024, the Office of the United States Trustee for Region 3 (the “U.S. Trustee”) appointed the three member Committee consisting of: (i) Zhejiang Arcana Power Sports; (ii) Cerence Operating Company and (iii) Core Health and Fitness, LLC.<sup>3</sup>

5. On April 22, 2024, the Court entered an order authorizing the Committee to retain Kelley Drye as its counsel, effective as of March 19, 2024 (the “Retention Order”).<sup>4</sup> The Retention Order authorizes the Debtors to compensate and reimburse Kelley Drye pursuant to the Bankruptcy Code, Bankruptcy Rules, Local Rules, and such other procedures as may be fixed by the Court, including those in the Interim Compensation Order.

6. In addition to selecting Kelley Drye as counsel, the Committee also selected Province, LLC (“Province”) as financial advisor.

7. This is Kelley Drye’s first interim fee application for allowance and payment of fees and expenses incurred in connection with its representation of the Committee in these chapter 11 cases (these “Cases”).

8. Kelley Drye performed the services for which it is seeking compensation on behalf of or for the Committee and not on behalf of any other entity. Except for its right to payment of fees and expenses allowed by this Court, Kelley Drye has received no promises for payment from any source for services rendered to or to be rendered in these Cases. Pursuant to Bankruptcy Rule 2016(b), Kelley Drye has not shared, nor has Kelley Drye agreed to share (a) the compensation it has received, or may receive, with another party or person other than with the partners, counsel and associates of Kelley Drye; or (b) the compensation another person or party has received or may receive.

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<sup>3</sup> Docket No. 116.

<sup>4</sup> Docket No. 314. A copy of the Retention Order is attached hereto as Exhibit A.

**PROFESSIONAL SERVICES RENDERED AND EXPENSES INCURRED**

9. By this Application, Kelley Drye seeks entry of an order allowing compensation for professional services rendered to the Committee during the Fee Period in the aggregate amount of \$1,343,979.00 and reimbursement of expenses incurred in connection with rendering such services in the aggregate amount of \$4,045.20, for a total allowed amount of \$1,348,024.20.

10. Kelley Drye prepared and served four monthly fee statements as provided under the Interim Compensation Order and summarized below (collectively, the “Monthly Fee Statements”):

Docket No.	Period Covered	Requested		Approved		20% Holdback
		Fees	Expenses	Fees	Expenses	
419	March 19, 2024 – March 31, 2024	\$286,688.50	\$151.20	\$229,350.80	\$151.20	\$57,337.70
504	April 1, 2024 – April 30, 2024	\$433,895.50	\$3,091.36	\$347,116.40	\$3,091.36	\$86,779.10
533	May 1, 2024 – May 31, 2024	\$298,610.50	\$680.18	\$238,888.40	\$680.18	\$59,722.10
574	June 1, 2024 – June 30, 2024	\$324,784.50	\$122.46	--- <sup>5</sup>	--- <sup>5</sup>	\$64,956.90
<b>Total:</b>		<b>\$1,343,979.00</b>	<b>\$4,045.20</b>	<b>\$815,355.60</b>	<b>\$3,922.74</b>	<b>\$268,795.80</b>

11. In the ordinary course of its practice, Kelley Drye maintains computerized records of the time expended in rendering professional services on behalf of the Committee. Time entries are recorded in tenths of an hour with detailed descriptions of the services performed by each professional and paraprofessional on behalf of the Committee.

<sup>5</sup> The objection deadline for Kelley Drye’s Fourth Monthly Fee Statement is August 21, 2024.

12. The fees sought by this Application represent an aggregate of 1,577.2 hours of professional and paraprofessional time performing services for the Committee during the Fee Period. The blended hourly rate for attorneys is \$885.99.

13. Charts summarizing Kelley Drye's services by timekeeper and project category as well as budget, staffing plan and customary disclosures are all attached collectively as Exhibit B-1 through B-6. The fees and disbursements sought in this Application are billed at rates customarily charged by Kelley Drye and generally accepted by Kelley Drye's clients. The actual and necessary expenses for which Kelley Drye seeks approval as part of this Application are attached hereto as Exhibit C.

14. All of the compensation and expenses sought by this Application were actual, reasonable, and necessary expenses of representing the Committee and preserving the value of the Debtors' estates for the benefit of unsecured creditors. These services required a high level of professional competence and expertise, and Kelley Drye submits that the services were performed efficiently and effectively. The hourly rates billed by Kelley Drye are customary for professional services rendered in similar matters and were fair and reasonable under the circumstances. A declaration executed by Eric R. Wilson supporting this Application is attached hereto as Exhibit D.

15. The following summary is intended to highlight key services rendered by Kelley Drye during the Fee Period and is not meant to be a detailed description of all of the work performed. Detailed descriptions of the day-to-day services provided by Kelley Drye and the time expended performing such services in each project billing category were annexed to the Monthly Fee Statements.

**A. Case Administration**

16. This category represents time spent by Kelley Drye addressing general and administrative matters attendant to the progress of these Cases. During the Fee Period, Kelley Drye conferred internally and with Province regarding immediate and long-term matters and overall case strategy. Kelley Drye maintained a case task list, critical dates chart, distribution lists, contact sheet and team calendar to track case progress and monitor pending and anticipated case events. Kelley Drye also attended the 341 meeting of creditors on behalf of the Committee.

17. Time devoted to this category totaled 80.9 hours, for total fees of \$71,042.00 during the Fee Period.

**B. Pleadings Review**

18. This category represents time spent by Kelley Drye monitoring the docket, conducting reviews of, and summarizing relevant pleadings filed in these Cases. During the Fee Period, Kelley Drye reviewed the second day motions, revised the related orders, and discussed the proposed relief with the Debtors. Kelley Drye also analyzed the docket for relevant pleadings and notices of importance to the Committee.

19. Time devoted to this category totaled 42.5 hours, for total fees of \$31,244.50 during the Fee Period.

**C. Retention Matters**

20. This category represents time spent by Kelley Drye attendant to all matters regarding the retention of professionals in these Cases. During the Fee Period, Kelley Drye prepared and filed its retention application and prepared a budget and staffing plan. Kelley Drye reviewed and commented on Province's retention application. Kelley Drye also worked with the U.S. Trustee to address comments to the Kelley Drye and Province retention applications. Kelley



Drye reviewed the Debtors' professionals' retention applications and monitored the Debtors' ordinary course professionals' declarations and budgets.

21. Time devoted to this category totaled 64.6 hours, for total fees of \$53,550.50 during the Fee Period.

**D. Fee Matters**

22. This category represents time spent by Kelley Drye attendant to all matters related to the preparation and filing of fee statements and applications. During the Fee Period, Kelley Drye analyzed the Interim Compensation Order to understand the requirements for fee statements and fee applications in these Cases. Kelley Drye prepared and filed its first monthly fee statement and began drafting its second monthly fee statement. Kelley reviewed and filed the fee statements of the other Committee professionals, and prepared and filed certificates of no objection as appropriate. Kelley Drye also negotiated a consensual resolution of a potential dispute regarding the FTICA success fee.

23. Time devoted to this category totaled 53.3 hours, for total fees of \$37,841.00 during the Fee Period.

**E. Financing**

24. This category represents time spent by Kelley Drye related to the review, analysis and negotiation of the Debtors' DIP financing facility. Kelley Drye analyzed the DIP motion, DIP credit agreement, and DIP order and engaged in discussions with Sidley Austin LLP ("Sidley"), counsel to the Debtors, and Morgan, Lewis & Bockius LLP ("Morgan Lewis"), counsel to the DIP agent, regarding the Committee's concerns. Following unsuccessful negotiations regarding such concerns, Kelley Drye prepared and filed an objection to the DIP financing motion, which led to further negotiations to resolve the issues raised in the Committee's objection. Kelley

Drye subsequently worked with the parties to revise the final DIP financing order to incorporate the resolution reached among the parties.

25. Time devoted to this category totaled 96.9 hours, for total fees of \$94,316.50 during the Fee Period.

**F. Asset Recovery and Disposition**

26. This category represents time spent by Kelley Drye related to the disposition and recovery of the Debtors' assets. During the Fee Period, Kelley Drye analyzed and provided comments to the bid procedures order, bid procedures, stalking horse APA and sale order. Kelley Drye monitored the Debtors' sale process and worked with the Debtors' professionals to facilitate competitive bidding. Kelley Drye further worked with the Debtors on negotiating an appropriate transition services agreement following the sale closing. Kelley Drye reviewed the Debtors notice of assumption and assignment of executory contracts and the related adequate assurance supplement. Kelley Drye also reviewed and commented on the Debtors' motions to abandon certain assets and sell *de minimis* assets and monitored the ongoing sale of same.

27. Time devoted to this category totaled 106.3 hours, for total fees of \$104,774.50 during the Fee Period.

**G. Executory Contracts and Leases**

28. This category represents time spent by Kelley Drye in connection with the treatment of the Debtors' executory contracts and unexpired leases. During the Fee Period, Kelley Drye reviewed and provided comments the Debtors' motion to extend the time to assume or reject contracts as well as the Debtors' contract and lease rejection procedures. Kelley Drye also reviewed assumption, rejection, and cure notices for impact on the Committee.

29. Time devoted to this category totaled 13.5 hours, for total fees of \$11,842.50 during the Fee Period.

**H. Claims Administration**

30. This category represents time spent by Kelley Drye related to the analysis of claims against the Debtors' estates. During the Fee Period, Kelley Drye reviewed and commented on the Debtors' bar date motion and order. Following the bar date, Kelley Drye began analyzing filed claims to assess the unsecured creditor claims pool and to prepare for potential objections. Kelley Drye also worked with the Debtors on an initial round on omnibus claim objections.

31. Time devoted to this category totaled 64.2 hours, for total fees of \$45,037.50 during the Fee Period.

**I. Plan and Disclosure Statement**

32. This category represents time spent by Kelley Drye in connection with the proposed plan and disclosure statement. Kelley Drye reviewed, analyzed, and provided comments to the Debtors' original draft plan the Debtors originally intended to proceed with on an expedited basis. Kelley Drye engaged in numerous conferences with the Debtors to discuss the proposed plan provisions, including the proposed estate releases. Kelley Drye researched the applicable Third Circuit standards on estate releases in connection therewith. Following the Debtors' decision not to proceed with the plan on an expedited timeline, Kelley Drye worked with Province and the Debtors on a wind down budget.

33. Based on the initial delay in filing a plan, Kelley Drye researched precedent for terminating the Debtors' exclusivity period. Once the Debtors filed their motion to extend exclusivity, Kelley Drye negotiated a shorter time period with the Debtors to facilitate an expeditious conclusion to these Cases.

34. Upon receiving an updated plan draft from the Debtors, Kelley Drye reviewed and provided further comments on the plan as well as drafts of the disclosure statement, solicitation motion, and related exhibits. Kelley Drye drafted inserts to the proposed disclosure statement and

negotiated the terms of the inserts with the Debtors. Kelley Drye also revised the solicitation order and ballots and drafted a committee letter requesting creditors to vote in favor of the plan but to opt out of the releases. Unable to resolve all plan and disclosure issues, Kelley Drye prepared and filed an objection to the adequacy of the disclosure statement and ultimately worked with the Debtors to revise the disclosure statement consistent with the Court's instructions at the disclosure statement hearing. As negotiations regarding the terms of the plan continued, Kelley Drye prepared an objection to confirmation related to, among other things, the proposed estate releases.

35. Time devoted to this category totaled 357.9 hours, for total fees of \$317,269.00 during the Fee Period.

**J. Committee and Creditor Communications**

36. This category represents time spent by Kelley Drye preparing for and participating in regular Committee meetings as well as communicating with Committee members and other creditors on an individual basis regarding these cases. During the Fee Period, Kelley Drye regularly updated the Committee and individual members of the Committee via telephonic meetings or email on Committee business, case status, and various outstanding matters. Kelley Drye also provided updates and summaries on recently filed pleadings.

37. Time devoted to this category totaled 125.1 hours, for total fees of \$120,180.00 during the Fee Period.

**K. Business Operations**

38. This category represents time spent by Kelley Drye analyzing the Debtors' business operations. During the Fee Period, Kelley Drye worked with Sidley to understand the Debtors' requirements to file its 10-K report with the SEC.

39. Time devoted to this category totaled 6.3 hours, for total fees of \$6,229.00 during the Fee Period.

**L. Court Hearings**

40. This category represents time spent by Kelley Drye preparing for and attending various hearings before the Court. During the Fee Period, Kelley Drye prepared for and participated in numerous court hearings, including the hearings held on April 15, 2024, April 18, 2024, and June 20, 2024.

41. Time devoted to this category totaled 40.6 hours, for total fees of \$34,197.00 during the Fee Period.

**M. Employee Matters**

42. This category represents time spent by Kelley Drye on all matters attendant to the Debtors' employees. During the Fee Period, Kelley Drye analyzed the propriety of the Debtors' KERP motion and discussed the terms of the KERP internally, with Province and with the U.S. Trustee.

43. Time devoted to this category totaled 5.6 hours, for a total fees of \$5,682.50 during the Fee Period

**N. Lender Investigation**

44. This category represents time spent by Kelley Drye in connection with its investigation of the liens and claims of the Debtors' prepetition lenders. During the Fee Period, Kelley Drye performed lien searches, drafted and served discovery requests, and reviewed the Debtors' loan files to determine the extent and validity of the prepetition security interest and liens. Kelley Drye analyzed the Debtors assets and liabilities listed in the Schedules and Statements of Financial Affairs to determine if such assets were encumbered. Kelley Drye conferred internally and with Province regarding Kelley Drye's investigation and prepared an analysis for the Committee.

45. Time devoted to this category totaled 102.4 hours, for a total fees of \$89,121.00 during the Fee Period

**O. Debtor Communications**

46. This category represents time spent by Kelley Drye conferring and communicating with the Debtors. During the Fee Period, Kelley Drye participated in a kickoff call with Sidley and regularly communicated with Sidley as it related to data room access, confidentiality agreements, general case status, schedules, and pleadings.

47. Time devoted to this category totaled 23.7 hours, for total fees of \$21,210.50 during the Fee Period.

**P. Investigation**

48. This category represents time spent by Kelley Drye attorneys in connection with analyzing the Debtors' prepetition transactions and potential claims related thereto. Given the Debtors' proposed inclusion of full estate releases to current and former insiders, and related parties, under the plan and the absence of any investigation by the Debtors with respect thereto, Kelley Drye commenced an investigation on behalf of the Committee. During the Fee Period, Kelley Drye drafted demand letters for document production and met and conferred with Sidley over the scope of production. The parties negotiated a clawback agreement regarding production of privileged documents.

49. Kelley Drye analyze documents produced by the Debtors related to historic conduct, transactions, and distributions, including board presentations, board minutes, audit presentations and reports, audited financials and SEC filings, sale and acquisition documents, employee contracts and severance agreements, and email correspondence. Kelley Drye compiled an analysis of relevant transactions and held numerous internal conferences to discuss the status of investigation and potential claims. Kelley Drye coordinated with Province on the analysis of

insider payments. Kelley Drye also analyzed the Debtors' D&O insurance policies in connection with possible coverage issues, including the nature and extent of coverage. Kelley Drye researched case law underlying potential claims and began preparing a report for the Committee on the investigation.

50. Time devoted to this category totaled 393.4 hours, for total fees of \$300,461.00 during the Fee Period.

#### **EXPENSES INCURRED**

51. Kelley Drye incurred a total of \$4,045.20 in expenses in connection with services rendered to the Committee during the Fee Period. It is Kelley Drye's policy to charge its clients in all areas of practice for out-of-pocket expenses incurred in connection with the client's case. These customary items include, among other things, photocopying, facsimiles, travel, business meals, computerized research, postage, transcriptions, deposition services, and other fees related to trials and hearings. Kelley Drye charges for these expenses in a manner and at rates consistent with charges made generally to its other clients. Internal costs or overhead cost and document production services (including regular secretarial and word processing time) are not charged separately.

#### **KELLEY DRYE'S REQUESTED COMPENSATION AND REIMBURSEMENT SHOULD BE ALLOWED**

52. Section 330(a)(1) of the Bankruptcy Code provides that a court may award a professional employed in a case under section 1103 of the Bankruptcy Code "reasonable compensation for actual, necessary services rendered . . . and reimbursement for actual, necessary expenses." Section 330(a)(3), in pertinent part, provides further guidelines for awarding such fees and expenses:

In determining the amount of reasonable compensation to be awarded..., the court shall consider the nature, the extent, and the value of such services, taking into account all relevant factors, including—

- (A) the time spent on such services;
- (B) the rates charged for such services;
- (C) whether the services were necessary to the administration of, or beneficial at the time at which the service was rendered toward the completion of, a case under this title;
- (D) whether the services were performed within a reasonable amount of time commensurate with the complexity, importance, and nature of the problem, issue, or task addressed; and
- (E) whether the compensation is reasonable based on the customary compensation charged by comparably skilled practitioners in cases other than cases under this title.<sup>6</sup>

Additional factors courts consider when awarding fees include the time and labor required, the novelty and difficulty of questions, the skill requisite to perform the legal services properly, the preclusion of other employment by the applicant due to acceptance of the current case, the customary fee, whether the fee is fixed or contingent, time limitations imposed by the client or other circumstances, the amount involved and results obtained, the experience, reputation and ability of the professionals, the “undesirability” of the case, and the nature and length of the professional relationship.<sup>7</sup>

53. Kelley Drye respectfully submits that the professional services rendered to the Committee during the Fee Period were, at the time rendered, reasonable and necessary and expected to benefit, protect and preserve the Debtors’ estates and the interests of general unsecured creditors. These services required a high level of professional competence and expertise, and

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<sup>6</sup> 11 U.S.C. § 330(a)(3).

<sup>7</sup> See, e.g., *In re First Colonial Corp. of America*, 544 F.2d 1291, 1298–99 (5th Cir. 1977); *In re Nine Assocs., Inc.*, 76 B.R. 943, 945 (S.D.N.Y. 1987).



Kelley Drye believes that the services were performed efficiently and effectively. The hourly rates billed by Kelley Drye were customary for professional services rendered in other non-bankruptcy matters and were fair and reasonable.

54. Kelley Drye submits that the expenses incurred during the Fee Period were customary and necessary. Kelley Drye seeks reimbursement of only its actual costs.

55. Kelley Drye submits that the compensation requested in this Application is reasonable, as measured under sections 330 and 331 of the Bankruptcy Code, given the size and nature of these Cases, the amount of hours billed, the billing rates charged and the substance of the services performed.

**WHEREFORE**, Kelley Drye respectfully requests that this Court (i) allow, on an interim basis, the sum of \$1,343,979.00 for services rendered to the Committee from March 19, 2024 through and including June 30, 2024, plus expenses in the amount of \$4,045.20, for a total allowance of \$1,348,024.20; and (ii) grant such other and further relief as the Court may deem just and proper.

Dated: August 14, 2024

**KELLEY DRYE & WARREN LLP**

By: /s/ James S. Carr

James S. Carr, Esq.

Eric R. Wilson, Esq. (admitted *pro hac vice*)

Maeghan J. McLoughlin, Esq. (admitted *pro hac vice*)

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*Counsel to the Official Committee  
of Unsecured Creditors*

**EXHIBIT A**

**Retention Order**



Order Filed on April 22, 2024  
by Clerk  
U.S. Bankruptcy Court  
District of New Jersey

**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF NEW JERSEY**

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

**KELLEY DRYE & WARREN LLP**

James S. Carr, Esq.  
Eric R. Wilson, Esq. (admitted *pro hac vice*)  
Maeghan J. McLoughlin, Esq. (admitted *pro hac vice*)  
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*Proposed Counsel to the Official Committee  
of Unsecured Creditors*

In re:

BOWFLEX INC., *et al.*,

Debtors.<sup>1</sup>

Chapter 11


Case No. 24-12364 (ABA)

(Jointly Administered)

**ORDER AUTHORIZING THE EMPLOYMENT AND RETENTION OF  
KELLEY DRYE & WARREN LLP AS COUNSEL TO THE OFFICIAL  
COMMITTEE OF UNSECURED CREDITORS EFFECTIVE AS OF MARCH 19, 2024**

The relief set forth on the following pages, numbered two (2) through six (6), is hereby

**ORDERED.  
DATED: April 22, 2024**

  
\_\_\_\_\_  
Honorable Andrew B. Altenburg, Jr.  
United States Bankruptcy Court

<sup>1</sup> The Debtors in these chapter 11 cases are BowFlex Inc. and BowFlex New Jersey LLC.

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Debtors: BOWFLEX INC., *et al.*

Case No. 24-12364-ABA

Caption of Order: ORDER AUTHORIZING THE EMPLOYMENT AND RETENTION OF KELLEY DRYE & WARREN LLP AS COUNSEL TO THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS EFFECTIVE AS OF MARCH 19, 2024

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Upon the application (the “Application”)<sup>2</sup> of the Official Committee of Unsecured Creditors (the “Committee”) in the above-captioned chapter 11 cases (the “Cases”) for entry of an order authorizing the Committee to employ Kelley Drye & Warren LLP (“Kelley Drye”) as counsel effective as of March 19, 2024, the date the Committee determined to employ and retain Kelley Drye as its counsel in these Cases, pursuant to sections 327, 328(a), 330, 331 and 1103(a) of the Bankruptcy Code; and upon the declaration of James S. Carr (the “Carr Declaration”) attached to the Application as Exhibit B; and upon the declaration of Brian Mitteldorf, U.S. Agent of Zhejiang Arcana Power Sports Tech. Co., Ltd. (the “Mitteldorf Declaration”) attached to the Application as Exhibit C; and the Court having jurisdiction pursuant to 28 U.S.C. § 157(a) and (b) and § 1334(b) of the Bankruptcy Code to consider the Application and the relief requested therein; and venue being proper in this Court pursuant to sections 1408 and 1409 of title 28 of the United States Code; and the Court being satisfied that notice of the Application and the opportunity for a hearing on the Application was appropriate under the particular circumstances and no further or other notice need be given; and the Court being satisfied, based on the representations made in the Application and the Carr Declaration, that Kelley Drye does not represent or hold any interest adverse to the Debtors or their estates as to the matters upon which Kelley Drye has been and is to be employed, and that Kelley Drye is a “disinterested person” as such term is defined in section 101(14) of the Bankruptcy Code; and that while employed by the Committee,

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

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Debtors: BOWFLEX INC., *et al.*

Case No. 24-12364-ABA

Caption of Order: ORDER AUTHORIZING THE EMPLOYMENT AND RETENTION OF KELLEY DRYE & WARREN LLP AS COUNSEL TO THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS EFFECTIVE AS OF MARCH 19, 2024

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Kelley Drye will not represent any other person or entity having an adverse interest in connection with these Cases; and this Court having determined that the legal and factual bases set forth in the Application, the Carr Declaration and the Mitteldorf Declaration establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor, it is hereby ORDERED that:

1. The Application is approved as set forth herein.

2. Pursuant to sections 328(a) and 1103(a) of the Bankruptcy Code, Bankruptcy Rule 2014, and Local Rule 2014-1, the Committee is authorized to employ Kelley Drye as its counsel, effective as of March 19, 2024, to represent it in these Cases on the terms set forth in the Application and accompanying certifications and/or declarations, except as modified by this Order.

3. Kelley Drye shall apply for compensation and professional services rendered and reimbursement of expenses incurred in connection with the Cases in compliance with sections 330 and 331 of the Bankruptcy Code, Bankruptcy Rule 2016, Local Rule 2016-1(a), the proposed the *Administrative Fee Order Establishing Procedures for the Allowance and Payment of Interim Compensation and Reimbursement of Expenses of Professionals Retained by Order of this Court*, if approved, and such other procedures as may be fixed by order of this Court. Kelley Drye shall also make a reasonable effort to comply with the *Guidelines for Reviewing Applications for Compensation and Reimbursement of Expenses Filed Under 11 U.S.C. § 330 by Attorneys in Larger Chapter 11 Cases*, effective

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Debtors: BOWFLEX INC., *et al.*

Case No. 24-12364-ABA

Caption of Order: ORDER AUTHORIZING THE EMPLOYMENT AND RETENTION OF KELLEY DRYE & WARREN LLP AS COUNSEL TO THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS EFFECTIVE AS OF MARCH 19, 2024

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*as of November 1, 2013*, in connection with the Application and any interim and final fee applications to be filed by Kelley Drye in these Cases.

4. Kelley Drye shall provide ten (10) business days' notice of any rate increases to the Committee, the United States Trustee, and the Debtors before any increases in the rates set forth in the Application are implemented, and shall file a Supplemental Affidavit with the Court setting forth any such increases. The Committee, the Debtors, the United States Trustee, and all parties-in-interest retain all rights to object to any rate increase on all grounds including, but not limited to, the reasonableness standard provided for in section 330 of the Bankruptcy Code, and the Court retains the right to review any rate increase pursuant to section 330 of the Bankruptcy Code.

5. Kelley Drye shall (i) comply with the requirements of Local Rule 2016-1; (ii) not seek reimbursement of any fees or costs including attorney fees and costs, arising from the defense of any objections to any of Kelley Drye's fee application in these Cases; (iii) use billing and expenses categories that are substantially similar to those set forth in the U.S. Trustee Guidelines (Exhibit D-1 "Summary of Compensation Requested by Project Category"); (iv) only bill fifty percent (50%) for non-working travel; and (v) provide any and all monthly fee statements, interim fee applications and final fee applications in "LEDES" format to the U.S. Trustee.

6. Notwithstanding anything in the Application, the Carr Declaration or the Mitteldorf Declaration to the contrary, Kelley Drye shall, to the extent that Kelley Drye uses the services of contract attorneys, independent contractors or subcontractors (collectively,

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Debtors: BOWFLEX INC., *et al.*

Case No. 24-12364-ABA

Caption of Order: ORDER AUTHORIZING THE EMPLOYMENT AND RETENTION OF KELLEY DRYE & WARREN LLP AS COUNSEL TO THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS EFFECTIVE AS OF MARCH 19, 2024

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the “Contractors”) in these Cases, (i) pass through the cost of such Contractors at the same rate that Kelley Drye pays the Contractors; (ii) seek reimbursement for actual costs only; (iii) ensure that the Contractors (to the extent they are attorneys, accountants, or other agents) (A) are subject to the same conflict checks and disclosures as required by Kelley Drye and (B) file with the Court such disclosures required by Bankruptcy Rule 2014; and (iv) attach any such Contractor invoices to its monthly fee statements, interim fee applications and/or final fee applications filed in these Cases.

7. No agreement or understanding exists between Kelley Drye and any other person, other than as permitted by section 504 of the Bankruptcy Code, to share compensation received for services rendered in connection with these Cases, nor shall Kelley Drye share or agree to share compensation received for services rendered in connection with these Cases with any other person other than as permitted by section 504 of the Bankruptcy Code.

8. To avoid any duplication of effort and to provide services to the Committee in the most efficient and cost-effective manner, Kelley Drye shall coordinate with the other Committee professionals regarding their respective responsibilities in these Cases. As such, Kelley Drye shall use its best efforts to avoid duplication of services provided by any of the Committee’s other retained professionals.

9. To the extent there is any inconsistency among the terms of the Application, certifications and/or declarations submitted in support and this Order, the terms of this Order shall govern.

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Debtors: BOWFLEX INC., *et al.*

Case No. 24-12364-ABA

Caption of Order: ORDER AUTHORIZING THE EMPLOYMENT AND RETENTION OF KELLEY DRYE & WARREN LLP AS COUNSEL TO THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS EFFECTIVE AS OF MARCH 19, 2024

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10. The Committee and Kelley Drye are authorized to take all actions they deem necessary and appropriate to effectuate the relief granted pursuant to this Order in accordance with the Application.

11. The terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

12. This Court has and shall retain exclusive jurisdiction to hear and determine all matters arising from the implementation, interpretation, and enforcement of this Order.



**EXHIBIT B-1**

**Summary of Timekeepers Included in this Fee Application**

<b>Name</b>	<b>Position</b>	<b>Department</b>	<b>Law School Graduation</b>	<b>2024 Hourly Rate</b>	<b>Total Hours Billed</b>	<b>Total Compensation</b>
Eric R. Wilson	Partner	Bankruptcy	1997	\$1,170.00	196.0	\$229,320.00
Carol Sherman	Partner	Corporate	1988	\$1,050.00	0.5	\$525.00
Jason R Adams	Partner	Bankruptcy	2000	\$1,040.00	225.8	\$234,832.00
Jack Miles	Partner	Tax	1979	\$960.00	11.8	\$11,328.00
Wendy Clarke	Partner	Corporate	2009	\$945.00	29.9	\$28,255.50
Jennifer L. Norkus	Partner	Corporate	2004	\$850.00	14.1	\$11,985.00
Maeghan J. McLoughlin	Special Counsel	Bankruptcy	2011	\$975.00	298.5	\$291,037.50
Rich Gage	Special Counsel	Bankruptcy	2013	\$975.00	89.7	\$87,457.50
Randall Morrison, Jr.	Special Counsel	Litigation	2014	\$895.00	14.2	\$12,709.00
Dana Kane	Special Counsel	Bankruptcy	1998	\$885.00	14.1	\$12,478.50
Allison Selick	Senior Associate	Bankruptcy	2017	\$820.00	60.3	\$49,446.00
Andres Barajas	Senior Associate	Bankruptcy	2017	\$775.00	3.3	\$2,557.50
Stephanie A. Carroll	Senior Associate	Litigation	2018	\$775.00	74.7	\$57,892.50
Katie Cavins	Associate	Bankruptcy	2020	\$690.00	25.9	\$17,871.00
Connie Y. Choe	Associate	Bankruptcy	2020	\$690.00	150.0	\$103,500.00
Hanna K. Feldman	Associate	Litigation	2020	\$690.00	16.3	\$11,247.00

Case Name: BowFlex Inc., *et al*  
Case Number: 24-12364 (ABA)  
Applicant's Name: Kelley Drye & Warren LLP  
Date of Application: August 14, 2024  
Interim or Final: First Interim Fee Application

Lauren Kouser	Associate	Corporate	2021	\$620.00	5.2	\$3,224.00
John Churchill	Associate	Bankruptcy	2021	\$620.00	101.0	\$62,620.00
Jamie Sarmiento	Associate	Corporate	2022	\$570.00	30.2	\$17,214.00
Shea O'Meara	Associate	Litigation	2022	\$570.00	16.9	\$9,633.00
Lauren Schadt	Associate	Litigation	2023	\$530.00	95.2	\$50,456.00
Clovis Wong	Summer Associate	N/A	N/A	\$335.00	10.1	\$3,383.50
Chrissie Mones	Summer Associate	N/A	N/A	\$335.00	8.8	\$2,948.00
Angela Carter-Anderson	N/A	Discovery Services	N/A	\$420.00	2.8	\$1,176.00
Miguel Lugo	N/A	Discovery Services	N/A	\$405.00	3.0	\$1,215.00
Christopher Arellano	N/A	Discovery Services	N/A	\$400.00	6.2	\$2,480.00
Gary Mathieu	N/A	Discovery Services	N/A	\$385.00	6.9	\$2,656.50
Gina C. Karnick	Paralegal	Bankruptcy	N/A	\$375.00	62.2	\$23,325.00
Sherlly Alceus	Paralegal	Bankruptcy	N/A	\$335.00	3.6	\$1,206.00
<b>Total:</b>					<b>1,577.2</b>	<b>\$1,343,979.00</b>

Case Name: BowFlex Inc., *et al*  
Case Number: 24-12364 (ABA)  
Applicant's Name: Kelley Drye & Warren LLP  
Date of Application: August 14, 2024  
Interim or Final: First Interim Fee Application

**EXHIBIT B-2**

**Summary of Compensation Requested by Protect Category**

<b><u>Project Category</u></b>	<b><u>Total Hours</u></b>	<b><u>Total Fees</u></b>
Case Administration	80.9	\$71,042.00
Pleadings Review	42.5	\$31,224.50
Retention Matters	64.6	\$53,550.50
Fee Matters	53.3	\$37,841.00
Financing	96.9	\$94,316.50
Asset Recovery and Disposition	106.3	\$104,774.50
Executory Contracts and Leases	13.5	\$11,842.50
Claims Administration	64.2	\$45,037.50
Plan and Disclosure Statement	357.9	\$317,269.00
Committee and Creditor Communications	125.1	\$120,180.00
Business Operations	6.3	\$6,229.00
Court Hearings	40.6	\$34,197.00
Employee Matters	5.6	\$5,682.50
Lender Investigation	102.4	\$89,121.00
Debtor Communications	23.7	\$21,210.50
Investigation	393.4	\$300,461.00
<b>Total:</b>	<b>1,577.2</b>	<b>\$1,343,979.00</b>

Case Name: BowFlex Inc., *et al*  
Case Number: 24-12364 (ABA)  
Applicant's Name: Kelley Drye & Warren LLP  
Date of Application: August 14, 2024  
Interim or Final: First Interim Fee Application

**EXHIBIT B-3**

**Comparable Compensation Disclosures**

Category of Timekeeper	Blended Hourly Rate	
	Billed or Collected in 2023 New York Office (Excluding Bankruptcy)	Billed in the Application
Partner	\$833.00	\$1,079.79
Special Counsel	\$638.00	\$969.23
Associate	\$475.00	\$666.08
Paraprofessional	\$250.00	\$372.81
<b>All Timekeepers Aggregated:</b>	<b>\$549.00</b>	<b>\$852.13<sup>1</sup></b>

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<sup>1</sup> The blended hourly rate for all timekeepers includes the hours and fees billed by summer associates and discovery services personnel.

Case Name: BowFlex Inc., *et al*  
Case Number: 24-12364 (ABA)  
Applicant's Name: Kelley Drye & Warren LLP  
Date of Application: August 14, 2024  
Interim or Final: First Interim Fee Application

**EXHIBIT B-4**

**Budget**

<b>Budget for Kelley Drye &amp; Warren LLP</b>		
<b>March 19, 2024 through June 30, 2024</b>		
<b>Project Category</b>	<b>Estimated Hours</b>	<b>Estimated Fees</b>
Case Administration	100	\$85,000.00
Pleadings Review	25	\$15,000.00
Retention Matters	55	\$45,000.00
Fee Matters	60	\$50,000.00
Financing	125	\$100,000.00
Asset Recovery and Disposition	175	\$150,000.00
Executory Contracts and Leases	15	\$10,000.00
Avoidance Actions	15	\$10,000.00
Claims Administration	50	\$40,000.00
Plan and Disclosure Statement	200	\$175,000.00
Committee and Creditor Communications	120	\$100,000.00
Business Operations	20	\$15,000.00
Court Hearings	60	\$50,000.00
Employee Issues	15	\$10,000.00
Lender Investigation	60	\$50,000.00
Debtor Communications	35	\$25,000.00
Investigation	150	\$135,000.00
Litigation	35	\$25,000.00
Non-Working Travel Time	20	\$10,000.00
<b>Total:</b>	<b>1,335</b>	<b>\$1,100,000.00</b>

Case Name: BowFlex Inc., *et al*  
Case Number: 24-12364 (ABA)  
Applicant's Name: Kelley Drye & Warren LLP  
Date of Application: August 14, 2024  
Interim or Final: First Interim Fee Application

**EXHIBIT B-5**

**Budget Comparison**

<b>Project Category</b>	<b>Estimated Hours</b>	<b>Actual Hours</b>	<b>Estimated Fees</b>	<b>Actual Fees</b>
Case Administration	100	80.9	\$85,000.00	\$71,042.00
Pleadings Review	25	42.5	\$15,000.00	\$31,224.50
Retention Matters	55	64.6	\$45,000.00	\$53,550.50
Fee Matters	60	53.3	\$50,000.00	\$37,841.00
Financing	125	96.9	\$100,000.00	\$94,316.50
Asset Recovery and Disposition	175	106.3	\$150,000.00	\$104,774.50
Executory Contracts and Leases	15	13.5	\$10,000.00	\$11,842.50
Avoidance Actions	15	0.0	\$10,000.00	\$0.00
Claims Administration	50	64.2	\$40,000.00	\$45,037.50
Plan and Disclosure Statement	200	357.9	\$175,000.00	\$317,269.00
Committee and Creditor Communications	120	125.1	\$100,000.00	\$120,180.00
Business Operations	20	6.3	\$15,000.00	\$6,229.00
Court Hearings	60	40.6	\$50,000.00	\$34,197.00
Employee Issues	15	5.6	\$10,000.00	\$5,682.50
Lender Investigation	60	102.4	\$50,000.00	\$89,121.00
Debtor Communications	35	23.7	\$25,000.00	\$21,210.50
Investigation	150	393.4	\$135,000.00	\$300,461.00
Litigation	35	0.0	\$25,000.00	\$0.00
Non-Working Travel time	20	0.0	\$10,000.00	\$0.00
<b>Total</b>	<b>1,335</b>	<b>1,577.2</b>	<b>\$1,100,000.00</b>	<b>\$1,343,979.00</b>

Case Name: BowFlex Inc., *et al*  
Case Number: 24-12364 (ABA)  
Applicant's Name: Kelley Drye & Warren LLP  
Date of Application: August 14, 2024  
Interim or Final: First Interim Fee Application

**EXHIBIT B-6**

**Staffing Plan**

<b>CATEGORY OF TIMEKEEPER</b>	<b>NUMBER OF TIMEKEEPERS EXPECTED TO WORK ON THE MATTER DURING THE BUDGET PERIOD</b>	<b>2023 AVERAGE HOURLY RATE</b>
<b>Partners</b>	4	\$1,000
<b>Special Counsel</b>	3	\$950
<b>Associates</b>	5	\$665
<b>Paraprofessionals</b>	2	\$355

Case Name: BowFlex Inc., *et al*  
Case Number: 24-12364 (ABA)  
Applicant's Name: Kelley Drye & Warren LLP  
Date of Application: August 14, 2024  
Interim or Final: First Interim Fee Application

**EXHIBIT C**

**Summary of Expense Reimbursement Requested by Category**

<b>DISBURSEMENTS</b>	<b>AMOUNT</b>
Duplication	\$40.80
Courier Services	\$40.10
Filing Fees	\$767.00
Legal Research	\$2,541.24
UCC Search	\$419.81
Transcriptions	\$236.25
<b>Total:</b>	<b>\$4,045.20</b>

Case Name: BowFlex Inc., *et al*  
Case Number: 24-12364 (ABA)  
Applicant's Name: Kelley Drye & Warren LLP  
Date of Application: August 14, 2024  
Interim or Final: First Interim Fee Application



**EXHIBIT D**

**Declaration of Eric R. Wilson**

James S. Carr, Esq.  
Eric R. Wilson, Esq. (admitted *pro hac vice*)  
Maeghan J. McLoughlin, Esq. (admitted *pro hac vice*)  
Connie Y. Choe, Esq.

**KELLEY DRYE & WARREN LLP**

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cchoe@kelleydrye.com

*Counsel to the Official Committee of  
Unsecured Creditors*

**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF NEW JERSEY**

In re:

BOWFLEX INC., *et al.*,

Debtors.<sup>1</sup>

Chapter 11

Case No. 24-12364 (ABA)

(Jointly Administered)

**DECLARATION OF ERIC R. WILSON**

I, Eric R. Wilson, hereby declare that the following statements are true and correct to the best of my knowledge after due inquiry as described herein:

1. I am a member of the law firm of Kelley Drye & Warren LLP (“Kelley Drye”), which maintains offices at One Jefferson Road, Parsippany, New Jersey 07054. I am an attorney admitted to practice law in New York. Kelley Drye serves as counsel to the Official Committee of Unsecured Creditors (the “Committee”) of BowFlex Inc., *et al.* (the “Debtors”).

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<sup>1</sup> The Debtors in these chapter 11 cases are BowFlex Inc. and BowFlex New Jersey LLC.

2. I submit this Declaration in connection with Kelley Drye's first interim fee application for allowance of compensation for professional services rendered and reimbursement of expenses incurred as counsel to the Committee for the period from March 19, 2024 through and including June 30, 2024.

3. Pursuant to the UST Guidelines, I certify the following:

- (a) Kelley Drye did not agree to variations, or alternatives to our standard or customary billing rates, fees, or terms for services pertaining to this engagement that were provided during the course of these cases.
- (b) None of the professionals included in the Application varied their hourly rate based on the geographic location of the bankruptcy case.
- (c) The Application includes approximately 45 hours and \$30,000 related to reviewing or revising time records or preparing, reviewing, or revising invoices during the Fee Period.
- (d) The Application includes approximately 5 hours and \$3,500 related to reviewing time records to redact privileged or other confidential information during the Fee Period.
- (e) The Application does not include any rate increases since retention.
- (f) Fees billed by Kelley Drye during the Fee Period were approximately \$243,979 more than the fees initially budgeted for the period March 19, 2024 through June 30, 2024. Kelley Drye spent more time than originally anticipated addressing the protracted plan process and the Debtors' request for broad estate releases, necessitating a broader investigation than originally expected with respect to the Debtors' historic transactions and the conduct of current and former insiders.

4. As reflected in **Exhibit B-3** to the Application, the blended rate for professionals and paraprofessionals during the Fee Period is comparable to the blended rate billed by Kelley Drye's New York Office in 2023. Any differences in the overall blended hourly rates within specific categories of timekeepers result from several factors.

5. First, the UST Guidelines require disclosure of blended rates for all timekeepers in non-bankruptcy matters. Comparing the blended hourly rates to non-bankruptcy matters fails to take into account the demands of a chapter 11 case, as opposed to other more routine retentions, as well as alternative fee structures such as flat fee arrangements or capped fees.

6. Second, Kelley Drye's bankruptcy group differs from the general composition of Kelley Drye as a whole in that Kelley Drye's bankruptcy group has proportionately less junior attorneys given the nature of the matters handled by Kelley Drye's bankruptcy practice. As a creditor-oriented practice, Kelley Drye's bankruptcy group generally has more senior, experienced attorneys to effectively address the demands of a chapter 11 bankruptcy case and efficiently meet the needs of our clients. The composition of Kelley Drye's bankruptcy group could not mirror the general composition of timekeepers across the firm without utilizing non-bankruptcy lawyers to perform bankruptcy-specific tasks. Doing so would lead to significant inefficiencies that would ultimately result in substantially increased fees.

7. Third, any differences within individualized categories of timekeepers stem from the realities of staffing a complex chapter 11 case such as this one, as opposed to a general cross-section of staffing in all matters within the firm.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge and belief.

Executed on August 14, 2024

/s/ Eric R. Wilson  
Eric R. Wilson

**EXHIBIT E**

**Proposed Order**

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF NEW JERSEY

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

James S. Carr, Esq.  
Eric R. Wilson, Esq. (admitted *pro hac vice*)  
Maeghan J. McLoughlin, Esq. (admitted *pro hac vice*)  
Connie Y. Choe, Esq.

**KELLEY DRYE & WARREN LLP**

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*Counsel to the Official Committee of  
Unsecured Creditors*

In re:

BOWFLEX INC., *et al.*,

Debtors.<sup>1</sup>

Chapter 11

Case No. 24-12364 (ABA)

(Jointly Administered)

**ORDER APPROVING FIRST INTERIM FEE APPLICATION OF  
KELLEY DRYE & WARREN LLP AS COUNSEL TO THE OFFICIAL  
COMMITTEE OF UNSECURED CREDITORS FOR ALLOWANCE OF  
COMPENSATION FOR PROFESSIONAL SERVICES RENDERED AND  
REIMBURSEMENT OF EXPENSES INCURRED FOR THE PERIOD OF  
MARCH 19, 2025 THROUGH JUNE 30, 2024**

The relief set forth on the following page, numbered two (2), is hereby **ORDERED**.

<sup>1</sup> The Debtors in these chapter 11 cases are BowFlex Inc. and BowFlex New Jersey LLC.

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Debtors: BowFlex Inc., *et al.*

Case No.: 24-12364 (ABA)

Caption: Order Approving First Interim Fee Application of Kelley Drye & Warren LLP as Counsel to the Official Committee of Unsecured Creditors for Allowance of Compensation for Professional Services Rendered and Reimbursement of Expenses for the Period of March 19, 2024 Through June 30, 2024

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Upon consideration of the *First Interim Fee Application of Kelley Drye & Warren LLP as Counsel to the Official Committee of Unsecured Creditors for Allowance of Compensation for Professional Services Rendered and Reimbursement of Expenses for the Period of March 19, 2024 Through June 30, 2024* (the “Application”);<sup>1</sup> and this Court having jurisdiction over the Application; and due and adequate notice of the Application and the relief requested therein having been given under the circumstances and no other or further notice being required; and the Court having read and considered the Application, objections to Application, if any, and arguments of counsel, if any; and any objections to the Application having been resolved or overruled; and for good cause shown;

**IT IS HEREBY ORDERED THAT:**

1. The relief requested in the Application is hereby GRANTED as provided herein.
2. Kelley Drye is allowed \$1,343,979.00 in compensation for services rendered and \$4,045.20 for reimbursement of expenses incurred for the period from March 19, 2024 through and including June 30, 2024 for a total allowed amount of \$1,348,024.20.
3. The Debtors are hereby authorized and directed to immediately pay Kelley Drye the unpaid portion of such allowed fees and expenses.
4. This Court retains jurisdiction to interpret, implement and enforce the provisions of this Order.

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<sup>1</sup> Capitalized terms used but not defined herein shall have the meanings assigned to them in the Application.