

J. Thomas Beckett, USB #5587  
Brian M. Rothschild, USB #15316  
Grace S. Pusavat, USB #15713  
**PARSONS BEHLE & LATIMER**  
201 South Main Street, Suite 1800  
Salt Lake City, Utah 84111  
Telephone: 801.532.1234  
Facsimile: 801.536.6111  
TBeckett@parsonsbehle.com  
BRothschild@parsonsbehle.com  
GPusavat@parsonsbehle.com  
ecf@parsonsbehle.com

*Proposed Attorneys for VidAngel, Inc.*

---

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF UTAH, CENTRAL DIVISION**

---

In re:  VIDANGEL, INC.,  Debtor.	Case No. 17-29073  Chapter 11  Judge Kevin R. Anderson
--	--

---

**DECLARATION OF JEFFREY KINRICH IN SUPPORT  
OF DEBTOR'S MOTION TO EMPLOY ANALYSIS  
GROUP, INC. AS AN ECONOMIC CONSULTING  
EXPERT PURSUANT TO SECTION 327(B) OF THE  
BANKRUPTCY CODE**

---

I, Jeffrey Kinrich declare:

1. I make this verified statement pursuant to Fed. R. Bankr. P. 2014 in support of the motion of VidAngel, Inc. (the "**Debtor**") for entry of an order authorizing the Debtor to employ Analysis Group, Inc. ("**AGI**") as its economic consulting expert in relation to a litigation matter stayed in the Central District of California ("**Litigation Matter**").

3. As a result of AGI's prior experience providing services to the Debtor, AGI has a knowledge of the Debtor's needs in relation to the Litigation Matter. AGI's services are important for the Debtor's defense in the Litigation Matter.

4. It is AGI's understanding that the Debtor wishes to employ AGI as its economic consulting expert because, among other reasons, AGI is uniquely positioned to advise the Debtor with respect to economic analysis at issue in the Litigation Matter.

5. As contemplated at the present time, AGI will provide economic consulting services to VidAngel in relation to the Litigation Matter. However, the Debtor seeks authority by this Application to continue to use AGI's services during the pendency of this chapter 11 case on any reasonable and customary terms without the need for further applications so long as such engagements are under reasonable terms (the "**Services**").

6. To the best of my knowledge and belief, I do not have any connections that should be disclosed to the Court. I am unaware of any conflicts that would cause me to lose disinterested status or to hold material interests adverse to the Debtor. Based on the information provided to me from counsel and after proper inquiry, to the best of my knowledge both myself and the AGI employees providing Services in relation to the Litigation Matter do not hold any interest adverse to the Debtor or the estate and have no current direct or indirect relationship to, connection with or interest in the Debtor, any of the Debtor's creditors, any other party in interest, or any of their respective attorneys or accountants, the United States Trustee, or any person employed in the office of the United States Trustee.

7. I believe that AGI is qualified to perform the Services, and that the best interests of the Debtor and its creditors would be served if AGI is authorized by the Court to be employed as the Debtor's economic consulting expert.

8. AGI customarily charges its fees on a time and materials basis, and it has done so in the past for the Debtor. On October 6, 2017, VidAngel wired a pre-Petition Date retainer of \$10,000 to AGI. AGI has not invoiced VidAngel for its pre-petition costs and services of \$5,388 due to the filing of the Petition. As of the Petition Date, AGI continues to hold a net retainer of \$4,622.00.

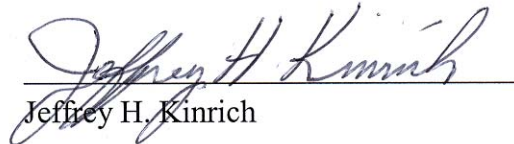
9. Neither I nor AGI has a prepetition claim against the Debtor. AGI is customarily reimbursed for its out-of-pocket expenses. The engagement letter, attached as Exhibit B to the Application, reflects the reasonable and customary rates that AGI would charge to any similar client without respect to the Debtor's status as a debtor in possession.

10. AGI will not share compensation that may be awarded to it in this case with any other person or entity.

11. I understand that AGI will invoice the Debtor for its services and provide such invoices to the Debtor and the Debtor's attorney to provide to the U.S. Trustee and any statutory committee appointed in this case. Thereafter, if no objection is made after 15 days' notice to such parties, the Debtor will pay such invoice in full without further review. If any party in interest objects the payment of such invoices shall be subject to the resolution process provided in the order governing compensation of professionals in this case.

I declare under penalty of perjury, pursuant to 28 U.S.C. § 1746, that based on the information I have reviewed and the reasonable inquiry I have made, the foregoing statements are true and correct.

Dated: November 7, 2017

  
Jeffrey H. Kinrich

---

**PROOF OF SERVICE**

---

I hereby certify that I caused a true and correct copy of the foregoing **DECLARATION OF JEFFREY KINRICH IN SUPPORT OF DEBTOR'S MOTION TO EMPLOY ANALYSIS GROUP, INC. AS AN ECONOMIC CONSULTING EXPERT PURSUANT TO SECTIN 327(B) OF THE BANKRUPTCY CODE** to be served as follows:

On November 8, 2017, I caused a true and correct copy of the foregoing documents to be served on the following parties by e-mail:

Office of the United States Trustee, Vince Cameron  
[Vince.Cameron@usdoj.gov](mailto:Vince.Cameron@usdoj.gov)

On November 8, 2017, I electronically filed the foregoing with the Clerk of the Court using the CM/ECF system, which sent notification of such filing to the following:

Office of the United States Trustee  
Laurie A. Cayton  
[laurie.cayton@usdoj.gov](mailto:laurie.cayton@usdoj.gov)

United States Trustee  
[USTPRegion19.SK.ECF@usdoj.gov](mailto:USTPRegion19.SK.ECF@usdoj.gov)

Respectfully submitted,

/s/ Grace S. Pusavat

---

Grace S. Pusavat

**PARSONS BEHLE & LATIMER**

*Proposed Attorneys for VidAngel, Inc.*