

Entries regarding WEH and submission of its invoices appear approximately 5 times. By contrast, entries related to Cobra appear approximately 140 times.

LIMITED OBJECTION

15. WEH does not dispute that Filsinger has undertaken significant work to assist PREPA during this case. However, WEH believes it is important for *all* stakeholders in this case to be made aware of the failure of PREPA's professionals to devote adequate time and attention during the Application Period to activities which would provide a significant benefit to the estate.

16. WEH has provided all of the information requested by PREPA and its professionals for submission to FEMA. WEH has repeatedly offered to assist with whatever is necessary to complete the submissions. WEH has, at its own considerable expense, reworked documentation at PREPA's request for the FEMA submission, even when PREPA's professionals had the necessary documentation in its possession. WEH committed these resources and incurred these expenses under assurances from PREPA and its professionals that doing so would expedite PREPA's preparation of the FEMA submission. Additionally, PREPA's professionals requested that WEH provide copies of 292 invoices that WEH had previously submitted to PREPA rather than seeking such invoices from PREPA's own records. Despite WEH's prompt cooperation with the requests for information and documentation from PREPA's professionals, PREPA and its professionals have not completed the necessary documentation for submission of WEH's invoices to FEMA and have not even committed to give WEH a date by which the submissions will occur.

17. Section 316 of PROMESA requires that compensation sought by professionals be of benefit to the estate and the creditors, and be reasonable. It is not in the benefit of the estate nor reasonable for professionals to neglect doing work which would pay immediate and significant dividends to the estate and its creditors. As reflected in the Fee Application, Filsinger has pursued