

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

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

BRADLEY ARANT BOULT CUMMINGS LLP

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Counsel to Vaco LLC

In Re:

INVITAE CORPORATION, et al

Debtors.

Chapter 11

Case No. 24-11362-MBK

OBJECTION OF VACO LLC TO CURE NOTICE AND PROPOSED SALE

Vaco LLC (“Vaco”) hereby submits this Objection (this “Objection”) to the *Notice to Contract Parties to Potentially Assumed Executory Contracts and Unexpired Leases* [Docket No. 365] (the “Cure Notice”) filed by the above-captions Debtors pursuant to the *Order (I) Approving Bidding Procedures and Bid Protections, (II) Scheduling Certain Dates and Deadlines with Respect Thereto, (III) Approving the Form and Manner of Notice Thereof, (IV) Establishing Notice and Procedures for the Assumption and Assignment of Contracts and Leases, (V) Authorizing the Assumption and Assignment of Assumed Contracts, and (VI) Authorizing the Sale of Assets* [Docket No. 57] (the “Bidding Procedures Order.”) In support of this Objection, Vaco states as follows:



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BACKGROUND

1. The Debtors commenced these bankruptcy cases by filing petitions for relief under chapter 11 of the Bankruptcy Code on February 13, 2024 (the “Petition Date”).

2. Prior to the Petition Date, on or about March 3, 2023, Vaco and one of the Debtors, Invitae Corporation, executed that certain Client Services Agreement. Among other things, the Client Services Agreement provides that Vaco will deliver consulting services and/or recruiting services, under the supervision and direction of the Invitae Corporation, on a project basis.

3. Pursuant to the Client Services Agreement, Vaco has provided and continues to provide consulting services Invitae Corporation.

4. On April 25, 2024, the Debtors filed the Cure Notice and listed the Client Services Agreement as a potential contract for assumption and assignment to a buyer with a cure amount of \$0.00 as shown below:

(\$ in USD) Debtor Entity	Case Number	Contract Counterparty	Document Title	Effective Date	Cure Amount
Invitae Corporation	24-11362 (MBK)	Vaco LLC	Addendum to Client Services Agreement - Statement of Work	10/16/23	\$ 0.00
Invitae Corporation	24-11362 (MBK)	Vaco, LLC	Addendum to Client Services Agreement - Statement of Work		\$ 0.00
Invitae Corporation	24-11362 (MBK)	Vaco LLC	Client Services Agreement (Contract Hybrid)	2/10/23	\$ 0.00
Invitae Corporation	24-11362 (MBK)	Vaco LLC	Client Services Agreement (Contract Hybrid)	3/3/23	\$ 0.00
Invitae Corporation	24-11362 (MBK)	Vaco LLC	Addendum to Client Services Agreement Statement of Work	2/10/23	\$ 0.00

OBJECTION

5. Vaco objects to the Cure Notice and any assumption or assignment of the Client Services Agreement because the Debtors have failed to accurately state the cure amount owed to

Vaco.

6. Section 365 of the Bankruptcy Code provides that a debtor may not assume an executory contract, unless at the time of the assumption of such contract, the debtor cures any defaults, compensates for any actual pecuniary loss resulting from such defaults, and provides adequate assurance of future performance. 11 U.S.C. §§ 365(b)(1), 365(f)(2).

7. As of April 30, 2024, the cure amount due to satisfy all amounts owing to Vaco under the Client Services Agreement is \$64,070.01, plus all interest and other legally recoverable charges that continue to accrue on the amounts owed to Vaco. A summary of unpaid invoices as of April 30, 2024 is attached as **Exhibit A**.

8. Amounts owing to Vaco continue to accrue. Vaco demands payment in full of all accrued and accruing invoices as a condition to assumption or assignment of the Client Services Agreement to any buyer.

RESERVATION OF RIGHTS

9. Vaco does not release or waive any claim, right or remedy arising under the Client Services Agreement, any related agreements, the Bankruptcy Code, or other applicable law.

10. Without limitation, Vaco expressly reserves the right to assert that amounts due and owing to Vaco are administrative expense claims under section 503 of the Bankruptcy Code and other applicable law.

11. Similarly, Vaco continues to provide services to the Debtors. Vaco reserves the right to assert additional cure claims for any and all amounts that may remain outstanding under the Client Services Agreement at the time that assumption of the Client Services Agreement is proposed to be effective. Any and all such amounts be paid under section 365 of the Bankruptcy Code in order for the Debtors to assume or assign the Client Services Agreement.

WHEREFORE, Vaco respectfully requests that the Court sustain this Objection and grant Vaco such other and further relief as the Court deems to be just and proper.

Dated: May 1, 2024

By: /s/ Elisha Kobre
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CERTIFICATE OF SERVICE

I hereby certify that on May 1, 2024, I electronically filed the foregoing with the Clerk of the Court and served the following using the CM/ECF system which will electronically transmit notification of such filing to CM/ECF participants in the above referenced case.

/s/ James B. Bailey
OF COUNSEL

EXHIBIT A

**Vaco Holdings, LLC
V (Consolidated)
Custom A/R Aging Detail ALR
As of April 30, 2024**

Customer	Transaction Date	Document N.P.O. No.	Due Date	Age	Open Balance	Subsidiary: I (Transaction)	
Invitae C667370							
Invitae 24810							
	Invoice	3/22/2024	107949421	4/21/2024	9	\$396.00	San Franci \$396.00
	Invoice	3/22/2024	107949387	4/21/2024	9	\$8,424.00	San Franci \$8,424.00
	Invoice	4/5/2024	107956137	5/5/2024	-5	\$7,920.00	San Franci \$7,920.00
	Invoice	4/5/2024	107956105	5/5/2024	-5	\$7,095.01	San Franci \$7,095.01
	Invoice	4/5/2024	107956138	5/5/2024	-5	\$12,430.00	San Franci \$12,430.00
	Invoice	4/19/2024	107961589	5/19/2024	-19	\$8,800.00	San Franci \$8,800.00
	Invoice	4/19/2024	107961572	5/19/2024	-19	\$7,920.00	San Franci \$7,920.00
	Invoice	4/19/2024	107961638	5/19/2024	-19	\$6,600.00	San Franci \$6,600.00
Total - Invitae 24810						\$59,585.01	
Invitae 25603							
	Invoice	2/16/2024	107934380	3/17/2024	44	\$11,825.00	San Franci \$11,825.00
	Invoice	2/23/2024	107937856	3/24/2024	37	\$11,618.75	San Franci \$11,618.75
	Invoice	3/1/2024	107940993	3/31/2024	30	\$13,887.50	San Franci \$13,887.50
	Invoice	3/8/2024	107943981	4/7/2024	23	\$14,506.25	San Franci \$14,506.25
	Invoice	3/15/2024	107946482	4/14/2024	16	\$12,650.00	San Franci \$12,650.00
	Invoice	3/22/2024	107949395	4/21/2024	9	\$14,093.75	San Franci \$14,093.75
	Invoice	4/5/2024	107956103	5/5/2024	-5	\$11,962.50	San Franci \$11,962.50
	Invoice	4/12/2024	107958602	5/12/2024	-12	\$11,825.00	San Franci \$11,825.00
	Invoice	4/19/2024	107961548	5/19/2024	-19	\$11,000.00	San Franci \$11,000.00
	Payment	4/19/2024	1023800232018	4/19/2024	11	(\$112,578.12)	San Franci \$112,578.12
Total - Invitae 25603						\$790.63	
Invitae 27047							
	Invoice	4/5/2024	107956133	5/5/2024	-5	\$2,799.72	San Franci \$2,799.72
	Invoice	4/19/2024	107961583	5/19/2024	-19	\$894.65	San Franci \$894.65
Total - Invitae 27047						\$3,694.37	
Total - Invitae C667370						\$64,070.01	
Total						\$64,070.01	