

GIBBONS P.C.

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Counsel to BML Properties, Ltd.

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

In re:

CCA Construction, Inc.,¹

Debtor.

(Hon. Christine M. Gravelle)

Chapter 11

Case No. 24-22548-CMG

NOTICE OF SUBPOENAS FOR RULE 2004 EXAMINATIONS

BML Properties, Ltd., pursuant to Rules 2004 and 9016 of the Federal Rules of Bankruptcy Procedure and Rules 2004-1 and 9016-1(a) of the Local Rules of the United States Bankruptcy Court for the District of New Jersey, requests that the parties identified below and on the subpoenas attached hereto produce the documents, electronically stored information, or objects described on each subpoena, who must permit inspection, copying, testing, or sampling of the materials on or before the compliance date set forth on each subpoena, at the office of Gibbons P.C., Attn: Brett S. Theisen, One Gateway Center, Newark, New Jersey, 07102.

¹ The last four digits of CCA's federal tax identification number are 4862. CCA's service address for the purposes of this chapter 11 case is 445 South Street, Suite 310, Morristown, NJ 07960.



2422548250131000000000003

1	Swiss Re Corporate Solutions
2	Euler Hermes North America Insurance Company
3	American International Companies
4	Crum & Foster A Fairfax Company

January 31, 2025
Newark, New Jersey

GIBBONS P.C.

/s/ Robert K. Malone
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Counsel for BML Properties, Ltd.

UNITED STATES BANKRUPTCY COURT

for the District of New Jersey

In re CCA Construction, Inc.
Debtor

Case No. 24-22548-CMG

Chapter 11

SUBPOENA FOR RULE 2004 EXAMINATION

To: Swiss Re Corporate Solutions, 1450 American Lane, Suite 1100, Schaumburg, IL 60173
(Name of person to whom the subpoena is directed)

☐ **Testimony:** **YOU ARE COMMANDED** to appear at the time, date, and place set forth below to testify at an examination under Rule 2004, Federal Rules of Bankruptcy Procedure. A copy of the court order authorizing the examination is attached.

PLACE	DATE AND TIME

The examination will be recorded by this method:

☒ **Production:** You, or your representatives, must also bring with you to the examination the following documents, electronically stored information, or objects, and must permit inspection, copying, testing, or sampling of the material:

See attached Exhibit A.

The following provisions of Fed. R. Civ. P. 45, made applicable in bankruptcy cases by Fed. R. Bankr. P. 9016, are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and 45(g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: January 31, 2025

CLERK OF COURT

OR

Signature of Clerk or Deputy Clerk

/s/ Brett S. Theisen

Attorney's signature

The name, address, email address, and telephone number of the attorney representing (name of party)
BML Properties, Ltd., who issues or requests this subpoena, are:

Brett S. Theisen, Gibbons P.C., One Gateway Center, Newark, NJ 07102-5310, btheisen@gibbonslaw.com, 212-613-2065

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things, or the inspection of premises before trial, a notice and a copy of this subpoena must be served on each party before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

I received this subpoena for (*name of individual and title, if any*): _____
on (*date*) _____ .

☐ I served the subpoena by delivering a copy to the named person as follows: _____
_____ on (*date*) _____ ; or

☐ I returned the subpoena unexecuted because: _____

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of \$ _____ .

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____ .

I declare under penalty of perjury that this information is true and correct.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information concerning attempted service, etc.:

Federal Rule of Civil Procedure 45(c), (d), (e), and (g) (Effective 12/1/13)
(made applicable in bankruptcy cases by Rule 9016, Federal Rules of Bankruptcy Procedure)

(c) Place of compliance.

(1) *For a Trial, Hearing, or Deposition.* A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

(A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or

(B) within the state where the person resides, is employed, or regularly transacts business in person, if the person

(i) is a party or a party's officer; or

(ii) is commanded to attend a trial and would not incur substantial expense.

(2) *For Other Discovery.* A subpoena may command:

(A) production of documents, or electronically stored information, or things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and

(B) inspection of premises, at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) *Avoiding Undue Burden or Expense; Sanctions.* A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction — which may include lost earnings and reasonable attorney's fees — on a party or attorney who fails to comply.

(2) *Command to Produce Materials or Permit Inspection.*

(A) *Appearance Not Required.* A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) *Objections.* A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing or sampling any or all of the materials or to inspecting the premises — or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

(i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.

(ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) *Quashing or Modifying a Subpoena.*

(A) *When Required.* On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

(i) fails to allow a reasonable time to comply;

(ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);

(iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or

(iv) subjects a person to undue burden.

(B) *When Permitted.* To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

(i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) *Specifying Conditions as an Alternative.* In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

(i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and

(ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

(1) *Producing Documents or Electronically Stored Information.* These procedures apply to producing documents or electronically stored information:

(A) *Documents.* A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) *Form for Producing Electronically Stored Information Not Specified.* If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) *Electronically Stored Information Produced in Only One Form.* The person responding need not produce the same electronically stored information in more than one form.

(D) *Inaccessible Electronically Stored Information.* The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) *Claiming Privilege or Protection.*

(A) *Information Withheld.* A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

(i) expressly make the claim; and

(ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) *Information Produced.* If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

...

(g) **Contempt.** The court for the district where compliance is required — and also, after a motion is transferred, the issuing court — may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

EXHIBIT A

Rule 2004 Subpoena to Surety

DEFINITIONS

1. “**Asset**” shall refer to anything having any value, including, without limitation:

- (1) cash and cash equivalents, stocks, bonds, treasury bills, certificates of deposit, annuities, and any other debt security, equity security, or other financial instrument;
- (2) checking, savings, brokerage, and money-market accounts;
- (3) personal property, including, without limitation, vehicles, furnishings, art, and collectibles;
- (4) real property and any structures permanently affixed to such property;
- (5) business inventory;
- (6) cryptocurrency and other digital assets;
- (7) deposit accounts;
- (8) escrow accounts;
- (9) tax credits, returns, or refunds;
- (10) intellectual property rights, goodwill, and other intangible assets; and
- (11) debts, claims, causes of action, accounts receivable, interests in construction projects, construction licenses, building permits, and other things of value to which the Debtor has a legal claim of right and which are in the possession, custody, or control of, or may be brought against, one or more third parties.

2. “**Communication**” means any transmittal of information in the form of facts, ideas, inquiries, or otherwise. A document request for communications calls for production of correspondence, faxes, electronic mail, all attachments and enclosures thereto, computer tapes,

discs, telephone tape recordings, recordings of any other type in any medium of written or oral communications (including but not limited to text or other SMS messages sent over cellular networks and messages sent over the Internet using applications such as WhatsApp, Signal, iMessage, Facebook Messenger, Twitter (via direct message), Slack, Google Chat, or the like), phone logs, message logs, and notes and memoranda of, or referring or relating to, written or oral communications.

3. **“Concerning”** means directly or indirectly, in whole or in part, constituting, evidencing, recording, reflecting, substantiating, describing, summarizing, identifying, or referring or relating to in any way.

4. **“Debtor”** means CCA Construction, Inc.

5. **“Document(s)”** includes, without limitation, all drafts; communications; correspondence; memoranda; records; reports; books; reports and/or summaries of conversations or interviews; diaries; graphs; charts; diagrams; tables; photographs; recordings; tapes; microfilms; minutes; summaries, reports and records of meetings or conferences; records and reports of consultants; press releases; stenographic, handwritten or other notes; checks, front and back; check vouchers, check stubs or receipts; wire transfer requests, approvals, orders and confirmations; tape data sheets or data processing cards or discs or any other written, printed, typewritten or otherwise recorded matter, however produced, reproduced, whether or not now in existence; any paper or writing including files, contracts, correspondence, telegrams, agreements, letters, notes, manuals, forms, brochures, drawings, and other data or data compilation of any sort, stored in any medium from which information can be obtained either directly or, if necessary, after translation into a reasonably usable form; and electronically stored information, including without limitation any information that is generated, received, processed and recorded by computers and

other electronic devices including without limitation any voicemails or other audio files, any video files and images and any text messages; internal or external web sites; output resulting from the use of any software program, including, without limitation, word processing documents, spreadsheets, database files, charts, graphs, outlines, electronic mail, instant messages, and all miscellaneous media on which they reside and regardless whether said electronic data exists in an active file, an archive file, a deleted file, or file fragment; and activity listings of electronic mail receipts and/or transmittals; and any and all items stored on computer memories, flash drives, hard disks, floppy disks, CD-ROM, DVD, magnetic tape, microfiche, or on any other media for digital data storage or transmittal such as but not limited to any mobile device, or personal digital assistant. A draft or non-identical copy of any document, whether due to the addition of marginalia or other change, is a separate document within the meaning of this term. Where the electronic and hard copy versions of any document are separate documents per this definition, both the electronic and hard copy versions should be produced.

6. **“Electronically Stored Information” (“ESI”)** includes without limitation:

- (1) information that is generated, received, processed and recorded by computers and other electronic devices including without limitation voicemail;
- (2) internal or external web sites;
- (3) output resulting from the use of any software program, including, without limitation, word processing documents, spreadsheets, database files, charts, graphs, outlines, electronic mail, instant messenger programs, bulletin board programs, operating systems, source code, PRF files, PRC files, batch files, ASCII files, and all miscellaneous media on which they

reside and regardless whether said electronic data exists in an active file, an archive file, a deleted file, or file fragment;

- (4) activity listings of electronic mail receipts and/or transmittals;
- (5) and any and all items stored on computer memories, flash drives, hard disks, floppy disks, CD-ROM, DVD, magnetic tape, microfiche, or on any other media for digital data storage or transmittal such as but not limited to smartphone or personal digital assistant (Palm Pilot, Blackberry, iPhone, iPad, or similar device) and file folder tabs, or containers and labels appended to, or relating to, any physical storage device associated with each original or copy of all documents requested herein.

1. **“Person”** refers to, means, and includes a natural person, firm, association, organization, partnership, business, trust, limited liability company, corporation, or public entity.

2. **“Relating to”** means and includes arising from, mentioning, discussing, summarizing, comprising, constituting, describing, reflecting, containing, including, referring to, depicting, connected with, embodying, evidencing, concerning, reporting or involving an act, occurrence, event, transaction, fact, thing, person or course of dealing.

3. **“Related Companies”** shall refer to any of or all the following companies, corporations, or entities (including any alternate spellings or translations):

- (1) 2 Shore Drive North, LLC
- (2) 3rd Track Constructors
- (3) 537 Greenwich JV Mezz LLC
- (4) 537 Greenwich New JV LLC
- (5) 537 Greenwich Owner LLC

- (6) 75 Park Lane, LLC
- (7) CCACP.MCM CONSORCIO
- (8) CCASA Civil Mexico S.A.
- (9) CCASA DR, S.A.S.
- (10) CCA 99 Hudson LLC
- (11) CCA Acquisitions LLC
- (12) CCA Bahamas Ltd.
- (13) CCA Building LLC
- (14) CCA Building Panama S.A.
- (15) CCA Canada Holdings, Inc.
- (16) CCA Civil Bahamas, Ltd.
- (17) CCA Civil Colombia S.A.S.
- (18) CCA Civil – Daidone Electric
- (19) CCA Civil – Halmar International, LLC
- (20) CCA Civil, Inc.
- (21) CCA Civil Panama S.A.
- (22) CCA Civil – Plaza Construction JV, LLC
- (23) CCA Construction International Inc
- (24) CCA Development, LLC
- (25) CCA Development Panama S.A.
- (26) CCA Green B SA
- (27) CCA Institute, Inc.
- (28) CCA International Group, Inc.

- (29) CCA Jamaica Development Group Limited
- (30) CCA MCM Consorcio
- (31) CCA Newport, Inc.
- (32) CCA Panama Corp.
- (33) CCA Peru Construction S.A.C.
- (34) CCA South America, Inc.
- (35) CCA Southeast, Inc.
- (36) CCA UniBuy, LLC
- (37) CCA Westchester Inc.
- (38) China Construction America of South Carolina, Inc.
- (39) China State Construction Engineering Corporation Limited (CSCEC) [中国建筑集团有限公司]
- (40) China State Construction Engineering Corporation Panama S.A. (SEM)
- (41) China Overseas America, Inc.
- (42) Colonial Hospitality Management Ltd.
- (43) Consorcio CCA-COCIGE
- (44) CSCEC Bahamas, Ltd.
- (45) CSCEC Capital (Hong Kong) Limited
- (46) CSCEC Electronic Engineering Co., Ltd.
- (47) CSCEC Holding Company, Inc.
- (48) CSCEC, Ltd. [中国建筑股份有限公司]
- (49) CSCEC Panama, S.A.

- (50) Dao Panama Development S.A.
- (51) Dynasty Capital Group, LLC
- (52) Greenwich Charlton Owner LLC
- (53) Hudson North, LLC
- (54) Hudson Park Investors, LLC
- (55) KM/Plaza (FL Joint Venture)
- (56) Lakeview Houston, LLC
- (57) Morristown Southgate, LLC
- (58) Newworld Development, Inc.
- (59) Newworld One Bay Street, Limited
- (60) OFICINA T1000-OFICINA 54A, S.A.
- (61) Park Lane Development, LLC
- (62) Park Shore Investors LLC
- (63) Perfect Luck Assets Limited
- (64) Plaza CM Services, LLC
- (65) Plaza Construction Arizona, LLC
- (66) Plaza Construction California Corp
- (67) Plaza Construction California LLC
- (68) Plaza Construction California L.P.
- (69) Plaza Construction DC, LLC
- (70) Plaza Construction Group Florida LLC
- (71) Plaza Construction Hawaii LLC
- (72) Plaza Construction Holding Company LLC

- (73) Plaza Construction LLC
- (74) Plaza Construction Louisiana LLC
- (75) Plaza Construction Nevada LLC
- (76) Plaza Construction Texas LLC
- (77) Plaza Contracting Company LLC
- (78) Plaza CW LLC
- (79) Plaza FL Contracting, LLC
- (80) Plaza Group Holdings, LLC
- (81) Plaza Schiavone (Joint Venture)
- (82) Plaza/Time Square Joint Venture
- (83) POINTE Hospitality Management Ltd.
- (84) SC EB-5 Management LLC
- (85) Shore Drive North Development, LLC
- (86) SRE Development, LLC
- (87) Strategic Capital (Beijing) Consulting Co., Ltd.
- (88) Strategic Capital, LLC
- (89) Strategic EB-5 LLC
- (90) Strategic Greenwich Equity, LLC
- (91) Strategic Greenwich, LLC
- (92) Strategic Greenwich Mezz Lender, LLC
- (93) Strategic Hudson South, LLC
- (94) Strategic Hudson Towers, LLC
- (95) Strategic Hudson North, LLC

- (96) Strategic Infrastructure, LLC
- (97) Strategic Park Shore, LLC
- (98) Strategic Property Holding, Limited
- (99) Strategic Real Estate, LLC
- (100) Yonkers Waterfront Properties, LLC

4. “**You**” and “**Your**” shall mean the person to whom the subpoena is directed, as stated on the subpoena enclosing this Exhibit A, along with any of its branches, predecessors, successors, assigns, managers, officers, directors, employees, agents, attorneys and any and all persons acting on behalf of any of them, as well as to any subsidiary or affiliate under its direction or control and/or from which it has the right or the practical ability to obtain information, records or documents of any kind.

INSTRUCTIONS

1. All Documents and Communications requested herein shall be produced for inspection and copying within fifteen (15) days of receipt of this subpoena at the offices of Gibbons P.C, One Gateway Center, Newark, New Jersey, 07102-5310, Attn: Brett S. Theisen (btheisen@gibbonslaw.com).

2. This subpoena requires the production of all responsive Documents and Communications located anywhere in the world in Your possession, custody, or control, or available to You, Your employees, members, partners, accountants, agents, attorneys, auditors, or other Persons acting on Your behalf or under any direction or control of Your agents or representatives.

3. The relevant time period for these requests is from May 1, 2014 through and including the date on which You produce Documents responsive to this subpoena.

4. These requests to produce are to be regarded as continuing in nature, so that further and more complete and supplemental responses must be provided if You obtain further, more complete, or new information or Documents.

5. Each Document request shall be construed as being inclusive rather than exclusive. Thus, words importing the singular shall include the plural; words importing the plural shall include the singular; words importing one gender shall include both genders; the words “and” and “or” shall be construed conjunctively or disjunctively as necessary to make the Document request inclusive; the word “all” means “any and all” and the word “any” means “any and all.”

6. All Documents and Communications produced pursuant to this subpoena are to be produced as they are kept in the usual course.

7. If a Document or Communication is redacted or not produced on the ground that it is privileged and therefore not subject to disclosure, the following information must be supplied for each Document:

- (1) The nature of the privilege being claimed;
- (2) The type of Document;
- (3) General subject matter of the Document;
- (4) The date of the Document; and
- (5) other such information that is sufficient to identify the Document, including where appropriate, the author(s) of the Document, the addressee(s) of the Document, the identity of any Person who had an opportunity to review such Document and, where not apparent, the relationship of the author and the addressee to each other.

8. Each Document or Communication requested herein shall be produced in its entirety without deletion, redaction, or excisions, except as qualified by Instruction 7, regardless of whether You consider the entire Document relevant or responsive to this subpoena. If You have redacted any portion of the Document, stamp the word “REDACTED” beside the redacted information on each page of the Document which You have redacted. Any redactions to Documents produced should be identified on a privilege log in accordance with Instruction 6.

9. If any portion of any Document or Communication is responsive to any request in this subpoena, the entire Document or Communication is to be produced.

10. All Documents and Communications are to be produced in the form and in the same order within each file in which they existed prior to production, and the file folders, boxes, or other containers or bindings in which such Documents are found are to be produced intact, including the title, labels, or other descriptions of each such folder, box, or other binding container.

11. All Documents and Communications which cannot legibly be copied must be produced in their original forms.

12. Non-identical copies of Documents, drafts, or copies with annotations, or marks of marginalia shall be treated and produced as separate copies.

13. All responsive ESI that is maintained in the usual course in electronic format shall be produced in its native format along with the software necessary to interpret such files if such software is not readily available, with the metadata normally contained within such Documents, and the necessary load files. If such metadata is not available, each Document shall be accompanied by a listing of all file properties concerning such Document, including, but not limited to, all information concerning the date(s) the Document was last accessed, created, modified, or distributed, and the author(s) and recipient(s) of the Document.

14. If any of these Document requests cannot be responded to in full, You are to produce Documents and Communications to the extent possible, specifying the reason for Your inability to produce further Documents, and stating what knowledge, information, or belief You have concerning the unproduced portion.

DOCUMENT REQUESTS

1. All Documents concerning surety coverage of the Debtor or the Related Companies.

2. All Documents concerning any application for surety coverage by the Debtor or the Related Companies.

3. Documents sufficient to show any claims made under any surety coverage You provided to (i) the counterparties of the Debtor or the Related Companies, (ii) the Debtor, or (iii) the Related Companies.

4. All Communications between You and (i) the counterparties of the Debtor or the Related Companies, (ii) the Debtor, or (iii) the Related Companies, in connection with any surety coverage You provided to (i) the counterparties of the Debtor or the Related Companies, (ii) the Debtor, or (iii) the Related Companies.

5. All Documents concerning the financial affairs of the Debtor or the Related Companies, including but not limited to any Documents concerning the assets of the Debtor or the Related Companies.

6. All Documents concerning any guarantees in connection with the Debtor's or Related Companies' obligations to You (whether fixed or contingent, liquidated or unliquidated, secured or unsecured).

7. All agreements to which You and one or more of the Debtor or the Related Companies are parties, including but not limited to indemnity agreements and security agreement.

UNITED STATES BANKRUPTCY COURT

for the District of New Jersey

In re CCA Construction, Inc.
Debtor

Case No. 24-22548-CMG

Chapter 11

SUBPOENA FOR RULE 2004 EXAMINATION

To: Euler Hermes North America Insurance Company, 800 Red Brook Boulevard, Owings Mills, MD 21117
(Name of person to whom the subpoena is directed)

☐ **Testimony:** **YOU ARE COMMANDED** to appear at the time, date, and place set forth below to testify at an examination under Rule 2004, Federal Rules of Bankruptcy Procedure. A copy of the court order authorizing the examination is attached.

PLACE	DATE AND TIME

The examination will be recorded by this method: _____

☒ **Production:** You, or your representatives, must also bring with you to the examination the following documents, electronically stored information, or objects, and must permit inspection, copying, testing, or sampling of the material:

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The following provisions of Fed. R. Civ. P. 45, made applicable in bankruptcy cases by Fed. R. Bankr. P. 9016, are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and 45(g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: January 31, 2025

CLERK OF COURT

OR

Signature of Clerk or Deputy Clerk

/s/ Brett S. Theisen

Attorney's signature

The name, address, email address, and telephone number of the attorney representing (name of party)
BML Properties, Ltd., who issues or requests this subpoena, are:

Brett S. Theisen, Gibbons P.C., One Gateway Center, Newark, NJ 07102-5310, btheisen@gibbonslaw.com, 212-613-2065

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things, or the inspection of premises before trial, a notice and a copy of this subpoena must be served on each party before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

I received this subpoena for (*name of individual and title, if any*): _____
on (*date*) _____ .

☐ I served the subpoena by delivering a copy to the named person as follows: _____
_____ on (*date*) _____ ; or

☐ I returned the subpoena unexecuted because: _____

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of \$ _____ .

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____ .

I declare under penalty of perjury that this information is true and correct.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information concerning attempted service, etc.:

Federal Rule of Civil Procedure 45(c), (d), (e), and (g) (Effective 12/1/13)
(made applicable in bankruptcy cases by Rule 9016, Federal Rules of Bankruptcy Procedure)

(c) Place of compliance.

(1) *For a Trial, Hearing, or Deposition.* A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

(A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or

(B) within the state where the person resides, is employed, or regularly transacts business in person, if the person

(i) is a party or a party's officer; or

(ii) is commanded to attend a trial and would not incur substantial expense.

(2) *For Other Discovery.* A subpoena may command:

(A) production of documents, or electronically stored information, or things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and

(B) inspection of premises, at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) *Avoiding Undue Burden or Expense; Sanctions.* A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction — which may include lost earnings and reasonable attorney's fees — on a party or attorney who fails to comply.

(2) *Command to Produce Materials or Permit Inspection.*

(A) *Appearance Not Required.* A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) *Objections.* A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing or sampling any or all of the materials or to inspecting the premises — or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

(i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.

(ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) *Quashing or Modifying a Subpoena.*

(A) *When Required.* On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

(i) fails to allow a reasonable time to comply;

(ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);

(iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or

(iv) subjects a person to undue burden.

(B) *When Permitted.* To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

(i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) *Specifying Conditions as an Alternative.* In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

(i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and

(ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

(1) *Producing Documents or Electronically Stored Information.* These procedures apply to producing documents or electronically stored information:

(A) *Documents.* A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) *Form for Producing Electronically Stored Information Not Specified.* If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) *Electronically Stored Information Produced in Only One Form.* The person responding need not produce the same electronically stored information in more than one form.

(D) *Inaccessible Electronically Stored Information.* The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) *Claiming Privilege or Protection.*

(A) *Information Withheld.* A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

(i) expressly make the claim; and

(ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) *Information Produced.* If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

...

(g) **Contempt.** The court for the district where compliance is required — and also, after a motion is transferred, the issuing court — may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

EXHIBIT A

Rule 2004 Subpoena to Surety

DEFINITIONS

1. “**Asset**” shall refer to anything having any value, including, without limitation:

- (1) cash and cash equivalents, stocks, bonds, treasury bills, certificates of deposit, annuities, and any other debt security, equity security, or other financial instrument;
- (2) checking, savings, brokerage, and money-market accounts;
- (3) personal property, including, without limitation, vehicles, furnishings, art, and collectibles;
- (4) real property and any structures permanently affixed to such property;
- (5) business inventory;
- (6) cryptocurrency and other digital assets;
- (7) deposit accounts;
- (8) escrow accounts;
- (9) tax credits, returns, or refunds;
- (10) intellectual property rights, goodwill, and other intangible assets; and
- (11) debts, claims, causes of action, accounts receivable, interests in construction projects, construction licenses, building permits, and other things of value to which the Debtor has a legal claim of right and which are in the possession, custody, or control of, or may be brought against, one or more third parties.

2. “**Communication**” means any transmittal of information in the form of facts, ideas, inquiries, or otherwise. A document request for communications calls for production of correspondence, faxes, electronic mail, all attachments and enclosures thereto, computer tapes,

discs, telephone tape recordings, recordings of any other type in any medium of written or oral communications (including but not limited to text or other SMS messages sent over cellular networks and messages sent over the Internet using applications such as WhatsApp, Signal, iMessage, Facebook Messenger, Twitter (via direct message), Slack, Google Chat, or the like), phone logs, message logs, and notes and memoranda of, or referring or relating to, written or oral communications.

3. **“Concerning”** means directly or indirectly, in whole or in part, constituting, evidencing, recording, reflecting, substantiating, describing, summarizing, identifying, or referring or relating to in any way.

4. **“Debtor”** means CCA Construction, Inc.

5. **“Document(s)”** includes, without limitation, all drafts; communications; correspondence; memoranda; records; reports; books; reports and/or summaries of conversations or interviews; diaries; graphs; charts; diagrams; tables; photographs; recordings; tapes; microfilms; minutes; summaries, reports and records of meetings or conferences; records and reports of consultants; press releases; stenographic, handwritten or other notes; checks, front and back; check vouchers, check stubs or receipts; wire transfer requests, approvals, orders and confirmations; tape data sheets or data processing cards or discs or any other written, printed, typewritten or otherwise recorded matter, however produced, reproduced, whether or not now in existence; any paper or writing including files, contracts, correspondence, telegrams, agreements, letters, notes, manuals, forms, brochures, drawings, and other data or data compilation of any sort, stored in any medium from which information can be obtained either directly or, if necessary, after translation into a reasonably usable form; and electronically stored information, including without limitation any information that is generated, received, processed and recorded by computers and

other electronic devices including without limitation any voicemails or other audio files, any video files and images and any text messages; internal or external web sites; output resulting from the use of any software program, including, without limitation, word processing documents, spreadsheets, database files, charts, graphs, outlines, electronic mail, instant messages, and all miscellaneous media on which they reside and regardless whether said electronic data exists in an active file, an archive file, a deleted file, or file fragment; and activity listings of electronic mail receipts and/or transmittals; and any and all items stored on computer memories, flash drives, hard disks, floppy disks, CD-ROM, DVD, magnetic tape, microfiche, or on any other media for digital data storage or transmittal such as but not limited to any mobile device, or personal digital assistant. A draft or non-identical copy of any document, whether due to the addition of marginalia or other change, is a separate document within the meaning of this term. Where the electronic and hard copy versions of any document are separate documents per this definition, both the electronic and hard copy versions should be produced.

6. **“Electronically Stored Information” (“ESI”)** includes without limitation:

- (1) information that is generated, received, processed and recorded by computers and other electronic devices including without limitation voicemail;
- (2) internal or external web sites;
- (3) output resulting from the use of any software program, including, without limitation, word processing documents, spreadsheets, database files, charts, graphs, outlines, electronic mail, instant messenger programs, bulletin board programs, operating systems, source code, PRF files, PRC files, batch files, ASCII files, and all miscellaneous media on which they

reside and regardless whether said electronic data exists in an active file, an archive file, a deleted file, or file fragment;

- (4) activity listings of electronic mail receipts and/or transmittals;
- (5) and any and all items stored on computer memories, flash drives, hard disks, floppy disks, CD-ROM, DVD, magnetic tape, microfiche, or on any other media for digital data storage or transmittal such as but not limited to smartphone or personal digital assistant (Palm Pilot, Blackberry, iPhone, iPad, or similar device) and file folder tabs, or containers and labels appended to, or relating to, any physical storage device associated with each original or copy of all documents requested herein.

1. **“Person”** refers to, means, and includes a natural person, firm, association, organization, partnership, business, trust, limited liability company, corporation, or public entity.

2. **“Relating to”** means and includes arising from, mentioning, discussing, summarizing, comprising, constituting, describing, reflecting, containing, including, referring to, depicting, connected with, embodying, evidencing, concerning, reporting or involving an act, occurrence, event, transaction, fact, thing, person or course of dealing.

3. **“Related Companies”** shall refer to any of or all the following companies, corporations, or entities (including any alternate spellings or translations):

- (1) 2 Shore Drive North, LLC
- (2) 3rd Track Constructors
- (3) 537 Greenwich JV Mezz LLC
- (4) 537 Greenwich New JV LLC
- (5) 537 Greenwich Owner LLC

- (6) 75 Park Lane, LLC
- (7) CCACP.MCM CONSORCIO
- (8) CCASA Civil Mexico S.A.
- (9) CCASA DR, S.A.S.
- (10) CCA 99 Hudson LLC
- (11) CCA Acquisitions LLC
- (12) CCA Bahamas Ltd.
- (13) CCA Building LLC
- (14) CCA Building Panama S.A.
- (15) CCA Canada Holdings, Inc.
- (16) CCA Civil Bahamas, Ltd.
- (17) CCA Civil Colombia S.A.S.
- (18) CCA Civil – Daidone Electric
- (19) CCA Civil – Halmar International, LLC
- (20) CCA Civil, Inc.
- (21) CCA Civil Panama S.A.
- (22) CCA Civil – Plaza Construction JV, LLC
- (23) CCA Construction International Inc
- (24) CCA Development, LLC
- (25) CCA Development Panama S.A.
- (26) CCA Green B SA
- (27) CCA Institute, Inc.
- (28) CCA International Group, Inc.

- (29) CCA Jamaica Development Group Limited
- (30) CCA MCM Consorcio
- (31) CCA Newport, Inc.
- (32) CCA Panama Corp.
- (33) CCA Peru Construction S.A.C.
- (34) CCA South America, Inc.
- (35) CCA Southeast, Inc.
- (36) CCA UniBuy, LLC
- (37) CCA Westchester Inc.
- (38) China Construction America of South Carolina, Inc.
- (39) China State Construction Engineering Corporation Limited (CSCEC) [中国
建筑集团有限公司]
- (40) China State Construction Engineering Corporation Panama S.A. (SEM)
- (41) China Overseas America, Inc.
- (42) Colonial Hospitality Management Ltd.
- (43) Consorcio CCA-COCIGE
- (44) CSCEC Bahamas, Ltd.
- (45) CSCEC Capital (Hong Kong) Limited
- (46) CSCEC Electronic Engineering Co., Ltd.
- (47) CSCEC Holding Company, Inc.
- (48) CSCEC, Ltd. [中国建筑股份有限公司]
- (49) CSCEC Panama, S.A.

- (50) Dao Panama Development S.A.
- (51) Dynasty Capital Group, LLC
- (52) Greenwich Charlton Owner LLC
- (53) Hudson North, LLC
- (54) Hudson Park Investors, LLC
- (55) KM/Plaza (FL Joint Venture)
- (56) Lakeview Houston, LLC
- (57) Morristown Southgate, LLC
- (58) Newworld Development, Inc.
- (59) Newworld One Bay Street, Limited
- (60) OFICINA T1000-OFICINA 54A, S.A.
- (61) Park Lane Development, LLC
- (62) Park Shore Investors LLC
- (63) Perfect Luck Assets Limited
- (64) Plaza CM Services, LLC
- (65) Plaza Construction Arizona, LLC
- (66) Plaza Construction California Corp
- (67) Plaza Construction California LLC
- (68) Plaza Construction California L.P.
- (69) Plaza Construction DC, LLC
- (70) Plaza Construction Group Florida LLC
- (71) Plaza Construction Hawaii LLC
- (72) Plaza Construction Holding Company LLC

- (73) Plaza Construction LLC
- (74) Plaza Construction Louisiana LLC
- (75) Plaza Construction Nevada LLC
- (76) Plaza Construction Texas LLC
- (77) Plaza Contracting Company LLC
- (78) Plaza CW LLC
- (79) Plaza FL Contracting, LLC
- (80) Plaza Group Holdings, LLC
- (81) Plaza Schiavone (Joint Venture)
- (82) Plaza/Time Square Joint Venture
- (83) POINTE Hospitality Management Ltd.
- (84) SC EB-5 Management LLC
- (85) Shore Drive North Development, LLC
- (86) SRE Development, LLC
- (87) Strategic Capital (Beijing) Consulting Co., Ltd.
- (88) Strategic Capital, LLC
- (89) Strategic EB-5 LLC
- (90) Strategic Greenwich Equity, LLC
- (91) Strategic Greenwich, LLC
- (92) Strategic Greenwich Mezz Lender, LLC
- (93) Strategic Hudson South, LLC
- (94) Strategic Hudson Towers, LLC
- (95) Strategic Hudson North, LLC

- (96) Strategic Infrastructure, LLC
- (97) Strategic Park Shore, LLC
- (98) Strategic Property Holding, Limited
- (99) Strategic Real Estate, LLC
- (100) Yonkers Waterfront Properties, LLC

4. “**You**” and “**Your**” shall mean the person to whom the subpoena is directed, as stated on the subpoena enclosing this Exhibit A, along with any of its branches, predecessors, successors, assigns, managers, officers, directors, employees, agents, attorneys and any and all persons acting on behalf of any of them, as well as to any subsidiary or affiliate under its direction or control and/or from which it has the right or the practical ability to obtain information, records or documents of any kind.

INSTRUCTIONS

1. All Documents and Communications requested herein shall be produced for inspection and copying within fifteen (15) days of receipt of this subpoena at the offices of Gibbons P.C, One Gateway Center, Newark, New Jersey, 07102-5310, Attn: Brett S. Theisen (btheisen@gibbonslaw.com).

2. This subpoena requires the production of all responsive Documents and Communications located anywhere in the world in Your possession, custody, or control, or available to You, Your employees, members, partners, accountants, agents, attorneys, auditors, or other Persons acting on Your behalf or under any direction or control of Your agents or representatives.

3. The relevant time period for these requests is from May 1, 2014 through and including the date on which You produce Documents responsive to this subpoena.

4. These requests to produce are to be regarded as continuing in nature, so that further and more complete and supplemental responses must be provided if You obtain further, more complete, or new information or Documents.

5. Each Document request shall be construed as being inclusive rather than exclusive. Thus, words importing the singular shall include the plural; words importing the plural shall include the singular; words importing one gender shall include both genders; the words “and” and “or” shall be construed conjunctively or disjunctively as necessary to make the Document request inclusive; the word “all” means “any and all” and the word “any” means “any and all.”

6. All Documents and Communications produced pursuant to this subpoena are to be produced as they are kept in the usual course.

7. If a Document or Communication is redacted or not produced on the ground that it is privileged and therefore not subject to disclosure, the following information must be supplied for each Document:

- (1) The nature of the privilege being claimed;
- (2) The type of Document;
- (3) General subject matter of the Document;
- (4) The date of the Document; and
- (5) other such information that is sufficient to identify the Document, including where appropriate, the author(s) of the Document, the addressee(s) of the Document, the identity of any Person who had an opportunity to review such Document and, where not apparent, the relationship of the author and the addressee to each other.

8. Each Document or Communication requested herein shall be produced in its entirety without deletion, redaction, or excisions, except as qualified by Instruction 7, regardless of whether You consider the entire Document relevant or responsive to this subpoena. If You have redacted any portion of the Document, stamp the word “REDACTED” beside the redacted information on each page of the Document which You have redacted. Any redactions to Documents produced should be identified on a privilege log in accordance with Instruction 6.

9. If any portion of any Document or Communication is responsive to any request in this subpoena, the entire Document or Communication is to be produced.

10. All Documents and Communications are to be produced in the form and in the same order within each file in which they existed prior to production, and the file folders, boxes, or other containers or bindings in which such Documents are found are to be produced intact, including the title, labels, or other descriptions of each such folder, box, or other binding container.

11. All Documents and Communications which cannot legibly be copied must be produced in their original forms.

12. Non-identical copies of Documents, drafts, or copies with annotations, or marks of marginalia shall be treated and produced as separate copies.

13. All responsive ESI that is maintained in the usual course in electronic format shall be produced in its native format along with the software necessary to interpret such files if such software is not readily available, with the metadata normally contained within such Documents, and the necessary load files. If such metadata is not available, each Document shall be accompanied by a listing of all file properties concerning such Document, including, but not limited to, all information concerning the date(s) the Document was last accessed, created, modified, or distributed, and the author(s) and recipient(s) of the Document.

14. If any of these Document requests cannot be responded to in full, You are to produce Documents and Communications to the extent possible, specifying the reason for Your inability to produce further Documents, and stating what knowledge, information, or belief You have concerning the unproduced portion.

DOCUMENT REQUESTS

1. All Documents concerning surety coverage of the Debtor or the Related Companies.

2. All Documents concerning any application for surety coverage by the Debtor or the Related Companies.

3. Documents sufficient to show any claims made under any surety coverage You provided to (i) the counterparties of the Debtor or the Related Companies, (ii) the Debtor, or (iii) the Related Companies.

4. All Communications between You and (i) the counterparties of the Debtor or the Related Companies, (ii) the Debtor, or (iii) the Related Companies, in connection with any surety coverage You provided to (i) the counterparties of the Debtor or the Related Companies, (ii) the Debtor, or (iii) the Related Companies.

5. All Documents concerning the financial affairs of the Debtor or the Related Companies, including but not limited to any Documents concerning the assets of the Debtor or the Related Companies.

6. All Documents concerning any guarantees in connection with the Debtor's or Related Companies' obligations to You (whether fixed or contingent, liquidated or unliquidated, secured or unsecured).

7. All agreements to which You and one or more of the Debtor or the Related Companies are parties, including but not limited to indemnity agreements and security agreement.

UNITED STATES BANKRUPTCY COURT

for the District of New Jersey

In re CCA Construction, Inc.
Debtor

Case No. 24-22548-CMG

Chapter 11

SUBPOENA FOR RULE 2004 EXAMINATION

To: American International Companies, Principal Bond Office, 175 Water Street, New York, NY 10038
(Name of person to whom the subpoena is directed)

☐ **Testimony:** **YOU ARE COMMANDED** to appear at the time, date, and place set forth below to testify at an examination under Rule 2004, Federal Rules of Bankruptcy Procedure. A copy of the court order authorizing the examination is attached.

PLACE	DATE AND TIME

The examination will be recorded by this method:

☒ **Production:** You, or your representatives, must also bring with you to the examination the following documents, electronically stored information, or objects, and must permit inspection, copying, testing, or sampling of the material:

See attached Exhibit A.

The following provisions of Fed. R. Civ. P. 45, made applicable in bankruptcy cases by Fed. R. Bankr. P. 9016, are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and 45(g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: January 31, 2025

CLERK OF COURT

OR

Signature of Clerk or Deputy Clerk

/s/ Brett S. Theisen

Attorney's signature

The name, address, email address, and telephone number of the attorney representing (name of party)
BML Properties, Ltd., who issues or requests this subpoena, are:

Brett S. Theisen, Gibbons P.C., One Gateway Center, Newark, NJ 07102-5310, btheisen@gibbonslaw.com, 212-613-2065

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things, or the inspection of premises before trial, a notice and a copy of this subpoena must be served on each party before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

I received this subpoena for (*name of individual and title, if any*): _____
on (*date*) _____ .

☐ I served the subpoena by delivering a copy to the named person as follows: _____
_____ on (*date*) _____ ; or

☐ I returned the subpoena unexecuted because: _____

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of \$ _____ .

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____ .

I declare under penalty of perjury that this information is true and correct.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information concerning attempted service, etc.:

Federal Rule of Civil Procedure 45(c), (d), (e), and (g) (Effective 12/1/13)
(made applicable in bankruptcy cases by Rule 9016, Federal Rules of Bankruptcy Procedure)

(c) Place of compliance.

(1) *For a Trial, Hearing, or Deposition.* A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

(A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or

(B) within the state where the person resides, is employed, or regularly transacts business in person, if the person

(i) is a party or a party's officer; or

(ii) is commanded to attend a trial and would not incur substantial expense.

(2) *For Other Discovery.* A subpoena may command:

(A) production of documents, or electronically stored information, or things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and

(B) inspection of premises, at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) *Avoiding Undue Burden or Expense; Sanctions.* A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction — which may include lost earnings and reasonable attorney's fees — on a party or attorney who fails to comply.

(2) *Command to Produce Materials or Permit Inspection.*

(A) *Appearance Not Required.* A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) *Objections.* A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing or sampling any or all of the materials or to inspecting the premises — or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

(i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.

(ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) *Quashing or Modifying a Subpoena.*

(A) *When Required.* On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

(i) fails to allow a reasonable time to comply;

(ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);

(iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or

(iv) subjects a person to undue burden.

(B) *When Permitted.* To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

(i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) *Specifying Conditions as an Alternative.* In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

(i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and

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(1) *Producing Documents or Electronically Stored Information.* These procedures apply to producing documents or electronically stored information:

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(2) *Claiming Privilege or Protection.*

(A) *Information Withheld.* A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

(i) expressly make the claim; and

(ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) *Information Produced.* If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

...
(g) **Contempt.** The court for the district where compliance is required — and also, after a motion is transferred, the issuing court — may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

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DEFINITIONS

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- (1) cash and cash equivalents, stocks, bonds, treasury bills, certificates of deposit, annuities, and any other debt security, equity security, or other financial instrument;
- (2) checking, savings, brokerage, and money-market accounts;
- (3) personal property, including, without limitation, vehicles, furnishings, art, and collectibles;
- (4) real property and any structures permanently affixed to such property;
- (5) business inventory;
- (6) cryptocurrency and other digital assets;
- (7) deposit accounts;
- (8) escrow accounts;
- (9) tax credits, returns, or refunds;
- (10) intellectual property rights, goodwill, and other intangible assets; and
- (11) debts, claims, causes of action, accounts receivable, interests in construction projects, construction licenses, building permits, and other things of value to which the Debtor has a legal claim of right and which are in the possession, custody, or control of, or may be brought against, one or more third parties.

2. “**Communication**” means any transmittal of information in the form of facts, ideas, inquiries, or otherwise. A document request for communications calls for production of correspondence, faxes, electronic mail, all attachments and enclosures thereto, computer tapes,

discs, telephone tape recordings, recordings of any other type in any medium of written or oral communications (including but not limited to text or other SMS messages sent over cellular networks and messages sent over the Internet using applications such as WhatsApp, Signal, iMessage, Facebook Messenger, Twitter (via direct message), Slack, Google Chat, or the like), phone logs, message logs, and notes and memoranda of, or referring or relating to, written or oral communications.

3. **“Concerning”** means directly or indirectly, in whole or in part, constituting, evidencing, recording, reflecting, substantiating, describing, summarizing, identifying, or referring or relating to in any way.

4. **“Debtor”** means CCA Construction, Inc.

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other electronic devices including without limitation any voicemails or other audio files, any video files and images and any text messages; internal or external web sites; output resulting from the use of any software program, including, without limitation, word processing documents, spreadsheets, database files, charts, graphs, outlines, electronic mail, instant messages, and all miscellaneous media on which they reside and regardless whether said electronic data exists in an active file, an archive file, a deleted file, or file fragment; and activity listings of electronic mail receipts and/or transmittals; and any and all items stored on computer memories, flash drives, hard disks, floppy disks, CD-ROM, DVD, magnetic tape, microfiche, or on any other media for digital data storage or transmittal such as but not limited to any mobile device, or personal digital assistant. A draft or non-identical copy of any document, whether due to the addition of marginalia or other change, is a separate document within the meaning of this term. Where the electronic and hard copy versions of any document are separate documents per this definition, both the electronic and hard copy versions should be produced.

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reside and regardless whether said electronic data exists in an active file, an archive file, a deleted file, or file fragment;

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1. **“Person”** refers to, means, and includes a natural person, firm, association, organization, partnership, business, trust, limited liability company, corporation, or public entity.

2. **“Relating to”** means and includes arising from, mentioning, discussing, summarizing, comprising, constituting, describing, reflecting, containing, including, referring to, depicting, connected with, embodying, evidencing, concerning, reporting or involving an act, occurrence, event, transaction, fact, thing, person or course of dealing.

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- (58) Newworld Development, Inc.
- (59) Newworld One Bay Street, Limited
- (60) OFICINA T1000-OFICINA 54A, S.A.
- (61) Park Lane Development, LLC
- (62) Park Shore Investors LLC
- (63) Perfect Luck Assets Limited
- (64) Plaza CM Services, LLC
- (65) Plaza Construction Arizona, LLC
- (66) Plaza Construction California Corp
- (67) Plaza Construction California LLC
- (68) Plaza Construction California L.P.
- (69) Plaza Construction DC, LLC
- (70) Plaza Construction Group Florida LLC
- (71) Plaza Construction Hawaii LLC
- (72) Plaza Construction Holding Company LLC

- (73) Plaza Construction LLC
- (74) Plaza Construction Louisiana LLC
- (75) Plaza Construction Nevada LLC
- (76) Plaza Construction Texas LLC
- (77) Plaza Contracting Company LLC
- (78) Plaza CW LLC
- (79) Plaza FL Contracting, LLC
- (80) Plaza Group Holdings, LLC
- (81) Plaza Schiavone (Joint Venture)
- (82) Plaza/Time Square Joint Venture
- (83) POINTE Hospitality Management Ltd.
- (84) SC EB-5 Management LLC
- (85) Shore Drive North Development, LLC
- (86) SRE Development, LLC
- (87) Strategic Capital (Beijing) Consulting Co., Ltd.
- (88) Strategic Capital, LLC
- (89) Strategic EB-5 LLC
- (90) Strategic Greenwich Equity, LLC
- (91) Strategic Greenwich, LLC
- (92) Strategic Greenwich Mezz Lender, LLC
- (93) Strategic Hudson South, LLC
- (94) Strategic Hudson Towers, LLC
- (95) Strategic Hudson North, LLC

- (96) Strategic Infrastructure, LLC
- (97) Strategic Park Shore, LLC
- (98) Strategic Property Holding, Limited
- (99) Strategic Real Estate, LLC
- (100) Yonkers Waterfront Properties, LLC

4. **“You”** and **“Your”** shall mean the person to whom the subpoena is directed, as stated on the subpoena enclosing this Exhibit A, along with any of its branches, predecessors, successors, assigns, managers, officers, directors, employees, agents, attorneys and any and all persons acting on behalf of any of them, as well as to any subsidiary or affiliate under its direction or control and/or from which it has the right or the practical ability to obtain information, records or documents of any kind.

INSTRUCTIONS

1. All Documents and Communications requested herein shall be produced for inspection and copying within fifteen (15) days of receipt of this subpoena at the offices of Gibbons P.C, One Gateway Center, Newark, New Jersey, 07102-5310, Attn: Brett S. Theisen (btheisen@gibbonslaw.com).

2. This subpoena requires the production of all responsive Documents and Communications located anywhere in the world in Your possession, custody, or control, or available to You, Your employees, members, partners, accountants, agents, attorneys, auditors, or other Persons acting on Your behalf or under any direction or control of Your agents or representatives.

3. The relevant time period for these requests is from May 1, 2014 through and including the date on which You produce Documents responsive to this subpoena.

4. These requests to produce are to be regarded as continuing in nature, so that further and more complete and supplemental responses must be provided if You obtain further, more complete, or new information or Documents.

5. Each Document request shall be construed as being inclusive rather than exclusive. Thus, words importing the singular shall include the plural; words importing the plural shall include the singular; words importing one gender shall include both genders; the words “and” and “or” shall be construed conjunctively or disjunctively as necessary to make the Document request inclusive; the word “all” means “any and all” and the word “any” means “any and all.”

6. All Documents and Communications produced pursuant to this subpoena are to be produced as they are kept in the usual course.

7. If a Document or Communication is redacted or not produced on the ground that it is privileged and therefore not subject to disclosure, the following information must be supplied for each Document:

- (1) The nature of the privilege being claimed;
- (2) The type of Document;
- (3) General subject matter of the Document;
- (4) The date of the Document; and
- (5) other such information that is sufficient to identify the Document, including where appropriate, the author(s) of the Document, the addressee(s) of the Document, the identity of any Person who had an opportunity to review such Document and, where not apparent, the relationship of the author and the addressee to each other.

8. Each Document or Communication requested herein shall be produced in its entirety without deletion, redaction, or excisions, except as qualified by Instruction 7, regardless of whether You consider the entire Document relevant or responsive to this subpoena. If You have redacted any portion of the Document, stamp the word “REDACTED” beside the redacted information on each page of the Document which You have redacted. Any redactions to Documents produced should be identified on a privilege log in accordance with Instruction 6.

9. If any portion of any Document or Communication is responsive to any request in this subpoena, the entire Document or Communication is to be produced.

10. All Documents and Communications are to be produced in the form and in the same order within each file in which they existed prior to production, and the file folders, boxes, or other containers or bindings in which such Documents are found are to be produced intact, including the title, labels, or other descriptions of each such folder, box, or other binding container.

11. All Documents and Communications which cannot legibly be copied must be produced in their original forms.

12. Non-identical copies of Documents, drafts, or copies with annotations, or marks of marginalia shall be treated and produced as separate copies.

13. All responsive ESI that is maintained in the usual course in electronic format shall be produced in its native format along with the software necessary to interpret such files if such software is not readily available, with the metadata normally contained within such Documents, and the necessary load files. If such metadata is not available, each Document shall be accompanied by a listing of all file properties concerning such Document, including, but not limited to, all information concerning the date(s) the Document was last accessed, created, modified, or distributed, and the author(s) and recipient(s) of the Document.

14. If any of these Document requests cannot be responded to in full, You are to produce Documents and Communications to the extent possible, specifying the reason for Your inability to produce further Documents, and stating what knowledge, information, or belief You have concerning the unproduced portion.

DOCUMENT REQUESTS

1. All Documents concerning surety coverage of the Debtor or the Related Companies.

2. All Documents concerning any application for surety coverage by the Debtor or the Related Companies.

3. Documents sufficient to show any claims made under any surety coverage You provided to (i) the counterparties of the Debtor or the Related Companies, (ii) the Debtor, or (iii) the Related Companies.

4. All Communications between You and (i) the counterparties of the Debtor or the Related Companies, (ii) the Debtor, or (iii) the Related Companies, in connection with any surety coverage You provided to (i) the counterparties of the Debtor or the Related Companies, (ii) the Debtor, or (iii) the Related Companies.

5. All Documents concerning the financial affairs of the Debtor or the Related Companies, including but not limited to any Documents concerning the assets of the Debtor or the Related Companies.

6. All Documents concerning any guarantees in connection with the Debtor's or Related Companies' obligations to You (whether fixed or contingent, liquidated or unliquidated, secured or unsecured).

7. All agreements to which You and one or more of the Debtor or the Related Companies are parties, including but not limited to indemnity agreements and security agreement.

UNITED STATES BANKRUPTCY COURT

for the District of New Jersey

In re CCA Construction, Inc.
Debtor

Case No. 24-22548-CMG

Chapter 11

SUBPOENA FOR RULE 2004 EXAMINATION

To: Crum & Foster A Fairfax Company, Surety Department, 305 Madison Avenue, Morristown, NJ 07960
(Name of person to whom the subpoena is directed)

☐ **Testimony:** **YOU ARE COMMANDED** to appear at the time, date, and place set forth below to testify at an examination under Rule 2004, Federal Rules of Bankruptcy Procedure. A copy of the court order authorizing the examination is attached.

PLACE	DATE AND TIME

The examination will be recorded by this method:

☒ **Production:** You, or your representatives, must also bring with you to the examination the following documents, electronically stored information, or objects, and must permit inspection, copying, testing, or sampling of the material:

See attached Exhibit A.

The following provisions of Fed. R. Civ. P. 45, made applicable in bankruptcy cases by Fed. R. Bankr. P. 9016, are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and 45(g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: January 31, 2025

CLERK OF COURT

OR

Signature of Clerk or Deputy Clerk

/s/ Brett S. Theisen

Attorney's signature

The name, address, email address, and telephone number of the attorney representing (name of party)
BML Properties, Ltd., who issues or requests this subpoena, are:

Brett S. Theisen, Gibbons P.C., One Gateway Center, Newark, NJ 07102-5310, btheisen@gibbonslaw.com, 212-613-2065

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things, or the inspection of premises before trial, a notice and a copy of this subpoena must be served on each party before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

I received this subpoena for (*name of individual and title, if any*): _____
on (*date*) _____ .

☐ I served the subpoena by delivering a copy to the named person as follows: _____
_____ on (*date*) _____ ; or

☐ I returned the subpoena unexecuted because: _____

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of \$ _____ .

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____ .

I declare under penalty of perjury that this information is true and correct.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information concerning attempted service, etc.:

Federal Rule of Civil Procedure 45(c), (d), (e), and (g) (Effective 12/1/13)
(made applicable in bankruptcy cases by Rule 9016, Federal Rules of Bankruptcy Procedure)

(c) Place of compliance.

(1) *For a Trial, Hearing, or Deposition.* A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

(A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or

(B) within the state where the person resides, is employed, or regularly transacts business in person, if the person

(i) is a party or a party's officer; or

(ii) is commanded to attend a trial and would not incur substantial expense.

(2) *For Other Discovery.* A subpoena may command:

(A) production of documents, or electronically stored information, or things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and

(B) inspection of premises, at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) *Avoiding Undue Burden or Expense; Sanctions.* A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction — which may include lost earnings and reasonable attorney's fees — on a party or attorney who fails to comply.

(2) *Command to Produce Materials or Permit Inspection.*

(A) *Appearance Not Required.* A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) *Objections.* A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing or sampling any or all of the materials or to inspecting the premises — or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

(i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.

(ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) *Quashing or Modifying a Subpoena.*

(A) *When Required.* On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

(i) fails to allow a reasonable time to comply;

(ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);

(iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or

(iv) subjects a person to undue burden.

(B) *When Permitted.* To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

(i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) *Specifying Conditions as an Alternative.* In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

(i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and

(ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

(1) *Producing Documents or Electronically Stored Information.* These procedures apply to producing documents or electronically stored information:

(A) *Documents.* A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) *Form for Producing Electronically Stored Information Not Specified.* If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) *Electronically Stored Information Produced in Only One Form.* The person responding need not produce the same electronically stored information in more than one form.

(D) *Inaccessible Electronically Stored Information.* The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) *Claiming Privilege or Protection.*

(A) *Information Withheld.* A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

(i) expressly make the claim; and

(ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) *Information Produced.* If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

...

(g) **Contempt.** The court for the district where compliance is required — and also, after a motion is transferred, the issuing court — may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

EXHIBIT A

Rule 2004 Subpoena to Surety

DEFINITIONS

1. “**Asset**” shall refer to anything having any value, including, without limitation:

- (1) cash and cash equivalents, stocks, bonds, treasury bills, certificates of deposit, annuities, and any other debt security, equity security, or other financial instrument;
- (2) checking, savings, brokerage, and money-market accounts;
- (3) personal property, including, without limitation, vehicles, furnishings, art, and collectibles;
- (4) real property and any structures permanently affixed to such property;
- (5) business inventory;
- (6) cryptocurrency and other digital assets;
- (7) deposit accounts;
- (8) escrow accounts;
- (9) tax credits, returns, or refunds;
- (10) intellectual property rights, goodwill, and other intangible assets; and
- (11) debts, claims, causes of action, accounts receivable, interests in construction projects, construction licenses, building permits, and other things of value to which the Debtor has a legal claim of right and which are in the possession, custody, or control of, or may be brought against, one or more third parties.

2. “**Communication**” means any transmittal of information in the form of facts, ideas, inquiries, or otherwise. A document request for communications calls for production of correspondence, faxes, electronic mail, all attachments and enclosures thereto, computer tapes,

discs, telephone tape recordings, recordings of any other type in any medium of written or oral communications (including but not limited to text or other SMS messages sent over cellular networks and messages sent over the Internet using applications such as WhatsApp, Signal, iMessage, Facebook Messenger, Twitter (via direct message), Slack, Google Chat, or the like), phone logs, message logs, and notes and memoranda of, or referring or relating to, written or oral communications.

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other electronic devices including without limitation any voicemails or other audio files, any video files and images and any text messages; internal or external web sites; output resulting from the use of any software program, including, without limitation, word processing documents, spreadsheets, database files, charts, graphs, outlines, electronic mail, instant messages, and all miscellaneous media on which they reside and regardless whether said electronic data exists in an active file, an archive file, a deleted file, or file fragment; and activity listings of electronic mail receipts and/or transmittals; and any and all items stored on computer memories, flash drives, hard disks, floppy disks, CD-ROM, DVD, magnetic tape, microfiche, or on any other media for digital data storage or transmittal such as but not limited to any mobile device, or personal digital assistant. A draft or non-identical copy of any document, whether due to the addition of marginalia or other change, is a separate document within the meaning of this term. Where the electronic and hard copy versions of any document are separate documents per this definition, both the electronic and hard copy versions should be produced.

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- (59) Newworld One Bay Street, Limited
- (60) OFICINA T1000-OFICINA 54A, S.A.
- (61) Park Lane Development, LLC
- (62) Park Shore Investors LLC
- (63) Perfect Luck Assets Limited
- (64) Plaza CM Services, LLC
- (65) Plaza Construction Arizona, LLC
- (66) Plaza Construction California Corp
- (67) Plaza Construction California LLC
- (68) Plaza Construction California L.P.
- (69) Plaza Construction DC, LLC
- (70) Plaza Construction Group Florida LLC
- (71) Plaza Construction Hawaii LLC
- (72) Plaza Construction Holding Company LLC

- (73) Plaza Construction LLC
- (74) Plaza Construction Louisiana LLC
- (75) Plaza Construction Nevada LLC
- (76) Plaza Construction Texas LLC
- (77) Plaza Contracting Company LLC
- (78) Plaza CW LLC
- (79) Plaza FL Contracting, LLC
- (80) Plaza Group Holdings, LLC
- (81) Plaza Schiavone (Joint Venture)
- (82) Plaza/Time Square Joint Venture
- (83) POINTE Hospitality Management Ltd.
- (84) SC EB-5 Management LLC
- (85) Shore Drive North Development, LLC
- (86) SRE Development, LLC
- (87) Strategic Capital (Beijing) Consulting Co., Ltd.
- (88) Strategic Capital, LLC
- (89) Strategic EB-5 LLC
- (90) Strategic Greenwich Equity, LLC
- (91) Strategic Greenwich, LLC
- (92) Strategic Greenwich Mezz Lender, LLC
- (93) Strategic Hudson South, LLC
- (94) Strategic Hudson Towers, LLC
- (95) Strategic Hudson North, LLC

- (96) Strategic Infrastructure, LLC
- (97) Strategic Park Shore, LLC
- (98) Strategic Property Holding, Limited
- (99) Strategic Real Estate, LLC
- (100) Yonkers Waterfront Properties, LLC

4. “**You**” and “**Your**” shall mean the person to whom the subpoena is directed, as stated on the subpoena enclosing this Exhibit A, along with any of its branches, predecessors, successors, assigns, managers, officers, directors, employees, agents, attorneys and any and all persons acting on behalf of any of them, as well as to any subsidiary or affiliate under its direction or control and/or from which it has the right or the practical ability to obtain information, records or documents of any kind.

INSTRUCTIONS

1. All Documents and Communications requested herein shall be produced for inspection and copying within fifteen (15) days of receipt of this subpoena at the offices of Gibbons P.C, One Gateway Center, Newark, New Jersey, 07102-5310, Attn: Brett S. Theisen (btheisen@gibbonslaw.com).

2. This subpoena requires the production of all responsive Documents and Communications located anywhere in the world in Your possession, custody, or control, or available to You, Your employees, members, partners, accountants, agents, attorneys, auditors, or other Persons acting on Your behalf or under any direction or control of Your agents or representatives.

3. The relevant time period for these requests is from May 1, 2014 through and including the date on which You produce Documents responsive to this subpoena.

4. These requests to produce are to be regarded as continuing in nature, so that further and more complete and supplemental responses must be provided if You obtain further, more complete, or new information or Documents.

5. Each Document request shall be construed as being inclusive rather than exclusive. Thus, words importing the singular shall include the plural; words importing the plural shall include the singular; words importing one gender shall include both genders; the words “and” and “or” shall be construed conjunctively or disjunctively as necessary to make the Document request inclusive; the word “all” means “any and all” and the word “any” means “any and all.”

6. All Documents and Communications produced pursuant to this subpoena are to be produced as they are kept in the usual course.

7. If a Document or Communication is redacted or not produced on the ground that it is privileged and therefore not subject to disclosure, the following information must be supplied for each Document:

- (1) The nature of the privilege being claimed;
- (2) The type of Document;
- (3) General subject matter of the Document;
- (4) The date of the Document; and
- (5) other such information that is sufficient to identify the Document, including where appropriate, the author(s) of the Document, the addressee(s) of the Document, the identity of any Person who had an opportunity to review such Document and, where not apparent, the relationship of the author and the addressee to each other.

8. Each Document or Communication requested herein shall be produced in its entirety without deletion, redaction, or excisions, except as qualified by Instruction 7, regardless of whether You consider the entire Document relevant or responsive to this subpoena. If You have redacted any portion of the Document, stamp the word “REDACTED” beside the redacted information on each page of the Document which You have redacted. Any redactions to Documents produced should be identified on a privilege log in accordance with Instruction 6.

9. If any portion of any Document or Communication is responsive to any request in this subpoena, the entire Document or Communication is to be produced.

10. All Documents and Communications are to be produced in the form and in the same order within each file in which they existed prior to production, and the file folders, boxes, or other containers or bindings in which such Documents are found are to be produced intact, including the title, labels, or other descriptions of each such folder, box, or other binding container.

11. All Documents and Communications which cannot legibly be copied must be produced in their original forms.

12. Non-identical copies of Documents, drafts, or copies with annotations, or marks of marginalia shall be treated and produced as separate copies.

13. All responsive ESI that is maintained in the usual course in electronic format shall be produced in its native format along with the software necessary to interpret such files if such software is not readily available, with the metadata normally contained within such Documents, and the necessary load files. If such metadata is not available, each Document shall be accompanied by a listing of all file properties concerning such Document, including, but not limited to, all information concerning the date(s) the Document was last accessed, created, modified, or distributed, and the author(s) and recipient(s) of the Document.

14. If any of these Document requests cannot be responded to in full, You are to produce Documents and Communications to the extent possible, specifying the reason for Your inability to produce further Documents, and stating what knowledge, information, or belief You have concerning the unproduced portion.

DOCUMENT REQUESTS

1. All Documents concerning surety coverage of the Debtor or the Related Companies.

2. All Documents concerning any application for surety coverage by the Debtor or the Related Companies.

3. Documents sufficient to show any claims made under any surety coverage You provided to (i) the counterparties of the Debtor or the Related Companies, (ii) the Debtor, or (iii) the Related Companies.

4. All Communications between You and (i) the counterparties of the Debtor or the Related Companies, (ii) the Debtor, or (iii) the Related Companies, in connection with any surety coverage You provided to (i) the counterparties of the Debtor or the Related Companies, (ii) the Debtor, or (iii) the Related Companies.

5. All Documents concerning the financial affairs of the Debtor or the Related Companies, including but not limited to any Documents concerning the assets of the Debtor or the Related Companies.

6. All Documents concerning any guarantees in connection with the Debtor's or Related Companies' obligations to You (whether fixed or contingent, liquidated or unliquidated, secured or unsecured).

7. All agreements to which You and one or more of the Debtor or the Related Companies are parties, including but not limited to indemnity agreements and security agreement.