

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

ATTORNEY MONTHLY FEE STATEMENT COVER SHEET
FOR THE PERIOD DECEMBER 22, 2024 THROUGH JANUARY 31, 2025

In re CCA Construction, Inc.¹

Applicant: Cole Schotz P.C.

Case No. 24-22548 (CMG)

Client: Debtor and Debtor in Possession

Chapter 11

Case Filed: December 22, 2024

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

RETENTION ORDER ATTACHED.

/s/ Michael D. Sirota 02/25/2025
MICHAEL D. SIROTA Date

¹ The Debtor in this chapter 11 case, along with the last four digits of its federal tax identification number, is CCA Construction, Inc. (4862). CCA's service address for the purposes of this chapter 11 case is 445 South Street, Suite 310, Morristown, NJ 07960.



<p style="text-align: center;">SECTION I FEE SUMMARY</p>
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Summary of Amounts Requested for the Period

December 22, 2024 through January 31, 2025 (the “**Compensation Period**”)

Fee Total	\$190,982.50
Disbursement Total	\$268.30
Total Fees Plus Disbursements	\$191,250.80

Summary of Amounts Requested for Previous Periods

Total Previous Fees and Expenses Requested:	\$0.00
Total Fees and Expenses Allowed to Date:	\$0.00
Total Retainer Remaining:	\$673,573.50
Total Holdback:	\$0.00
Total Received by Applicant:	\$0.00

Name of Professional and Title	Year Admitted	Hours	Rate	Fee
Michael D. Sirota Member	1986	28.60	\$1,575.00	\$45,045.00
Warren A. Usatine Member	1995	32.40	\$1,250.00	\$40,500.00
Warren A. Usatine Member	1995	1.50	\$625.00	\$937.50
Felice R. Yudkin Member	2005	59.00	\$940.00	\$55,460.00
Ryan T. Jareck Member	2008	12.50	\$900.00	\$11,250.00
Andreas D. Milliaressis Associate	2016	44.60	\$650.00	\$28,990.00
Danielle E. Delehanty Paralegal	n/a	21.50	\$400.00	\$8,600.00
Frances Pisano Paralegal	n/a	0.50	\$400.00	\$200.00
TOTALS	n/a	200.60	n/a	\$190,982.50

**SECTION II
SUMMARY OF SERVICES**

Services Rendered	Hours	Fee
Asset Analysis	0.00	\$0.00
Asset/Business Disposition	0.00	\$0.00
Assumption and Rejection of Leases and Contracts	0.00	\$0.00
Preference Actions/Response	0.00	\$0.00
Budgeting (Case)	0.00	\$0.00
Business Operations	0.00	\$0.00
Case Administration	41.50	\$32,014.50
Claims Administration and Objections	0.00	\$0.00
Corporate Governance and Board Matters	0.00	\$0.00
Data Analysis	0.00	\$0.00
Employee Benefits/Pensions	0.00	\$0.00
Fee Application Preparation	5.80	\$3,672.00
Fee Employment	41.40	\$31,773.50
Fee Objections	0.00	\$0.00
Financing	49.30	\$54,536.50
Litigation	38.10	\$47,939.50
Meetings of Creditors	0.50	\$470.00
Disclosure Statement	0.00	\$0.00
Plan of Reorganization	0.00	\$0.00
Real Estate	0.00	\$0.00
Regulatory Compliance	0.00	\$0.00
Relief from Stay	5.00	\$3,865.00
Reporting	17.50	\$15,774.00
Tax Issues	0.00	\$0.00
Valuation	0.00	\$0.00
Non-Working Travel	1.50	\$937.50
SERVICES TOTALS	200.60	\$190,982.50

**SECTION III
SUMMARY OF DISBURSEMENTS**

Disbursements	Amount
Computer Assisted Legal Research	\$0.00
Facsimile	\$0.00
Long Distance Telephone/Conference Calls	\$0.00
In-House Reproduction	\$9.40
Outside Reproduction	\$0.00
Outside Research	\$0.00
Filing Fees	\$199.00
Court Fees	\$43.90
Court Reporting	\$0.00
Travel	\$0.00
Delivery Services / Federal Express	\$0.00
Postage	\$0.00
Other (Parking)	\$16.00
DISBURSEMENTS TOTAL	\$268.30

**SECTION IV
CASE HISTORY**

- (1) Date case filed: December 22, 2024
- (2) Chapter under which case commenced: Chapter 11
- (3) Date of retention: February 5, 2025, *nunc pro tunc* to December 22, 2024. See **Exhibit A**.
If limit on number of hours or other limitations to retention, set forth: n/a
- (4) Summarize in brief the benefits to the estate and attach supplements as needed:²
 - (a) The Applicant facilitated the commencement of the Chapter 11 Case through the filing of the Debtor's voluntary petition.
 - (b) The Applicant reviewed, revised, and coordinated the filing of the Debtor's first day motions as well as several other motions and applications for operational and administrative relief.
 - (c) The Applicant negotiated with various constituents, including the Office of the United States Trustee, in connection with the relief requested, and assisted in achieving consensual resolutions of numerous first day motions.
 - (d) The Applicant attended the first day hearings.
 - (e) The Applicant reviewed, revised, and coordinated the filing of numerous other motions and pleadings, including the Debtor's second day motions.
 - (f) The Applicant drafted an application to retain Cole Schotz P.C. as co-counsel and reviewed and advised the Debtor's other professionals regarding their respective retention applications.
 - (g) The Applicant assisted co-counsel in addressing issues related to the Debtor's motion for debtor-in-possession financing and related discovery.
 - (a) The Applicant provided legal advice to the Debtor and co-counsel regarding local rules, practice, and procedure.
 - (h) The Applicant tended to others matters concerning administration of these Chapter 11 cases as requested by the Debtor and co-counsel, including preparing for and attending the initial debtor interview.

² The following summary is intended to highlight the general categories of services the Applicant rendered on behalf of the Debtor and for the benefit of the estate; it is not intended to itemize each and every professional service which the Applicant performed.

- (i) The Applicant rendered all other services set forth on the invoices attached hereto as **Exhibit B**.³
- (5) Anticipated distribution to creditors:
 - (a) Administration expense: Unknown at this time.
 - (b) Secured creditors: Unknown at this time.
 - (c) Priority creditors: Unknown at this time.
 - (d) General unsecured creditors: Unknown at this time.
- (6) Final disposition of case and percentage of dividend paid to creditors: Unknown at this time.
- (7) This is the first monthly fee statement.

³ The invoice attached hereto as **Exhibit B** contains detailed descriptions of the services rendered and expenses incurred by the Applicant during the Compensation Period.

Exhibit A

Retention Order



Order Filed on February 5, 2025
by Clerk
U.S. Bankruptcy Court
District of New Jersey

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

Caption in Compliance with D.N.J. LBR 9004-1(b)
COLE SCHOTZ P.C.

Michael D. Sirota
Warren A. Usatine
Felice R. Yudkin
Ryan T. Jareck
25 Main Street
Hackensack, NJ, 07601
(201) 489-3000
msirota@coleschotz.com
wusatine@coleschotz.com
fyudkin@coleschotz.com
rjareck@coleschotz.com

-and-

DEBEVOISE & PLIMPTON LLP

M. Natasha Labovitz (admitted *pro hac vice*)
Sidney P. Levinson (admitted *pro hac vice*)
Elie J. Worenklein
Rory B. Heller (admitted *pro hac vice*)
66 Hudson Boulevard
New York, NY 10001
Telephone: (212) 909-6000
Facsimile: (212) 909-6836
nlabovitz@debevoise.com
slevinson@debevoise.com
eworenklein@debevoise.com

Proposed Co-Counsel to the Debtor and Debtor in Possession

In re:

CCA Construction, Inc.,¹

Debtor.

Chapter 11

Case No. 24-22548 (CMG)

DATED: February 5, 2025

A handwritten signature in cursive script, reading "Christine M. Gravelle".

Honorable Christine M. Gravelle
United States Bankruptcy Judge

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

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Debtor: CCA Construction, Inc.

Case No. 24-22548 (CMG)

Caption of Order: ORDER APPROVING THE EMPLOYMENT AND RETENTION OF COLE SCHOTZ P.C. AS CO-COUNSEL TO THE DEBTOR *NUNC PRO TUNC* TO THE PETITION DATE

**AMENDED ORDER APPROVING THE EMPLOYMENT AND RETENTION OF
COLE SCHOTZ P.C. AS CO-COUNSEL TO THE DEBTOR
NUNC PRO TUNC TO THE PETITION DATE**

The relief set forth on the following pages, numbered three (3) through six (6), is hereby
ORDERED.

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Debtor: CCA Construction, Inc.
Case No. 24-22548 (CMG)
Caption of Order: ORDER APPROVING THE EMPLOYMENT AND RETENTION OF COLE SCHOTZ P.C. AS CO-COUNSEL TO THE DEBTOR *NUNC PRO TUNC* TO THE PETITION DATE

Upon the application (the “Application”)² of the above captioned debtor and debtor in possession (collectively, the “Debtor”), pursuant to sections 327(a), 329, and 330 of the Bankruptcy Code, Bankruptcy Rule 2014, and Local Rule 2014-1, authorizing the Debtor to employ and retain Cole Schotz P.C. (“Cole Schotz”) as bankruptcy co-counsel in this proceeding *nunc pro tunc* to the Petition Date; and the Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Standing Order of Reference of the Bankruptcy Court Under Title 11*, entered July 23, 1984, and amended on September 18, 2012 (Simandle, C.J.); and consideration of the Application and the relief requested therein being a core proceeding pursuant to 28 U.S.C. § 157(b)(2), and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and notice of the Application having been given as provided in the Application, and such notice having been adequate and appropriate under the circumstances; and it appearing that no other or further notice of the Application need be provided; and upon the Declarations of Michael D. Sirota, Esq. and Yan Wei in support thereof; and the Court being satisfied that Cole Schotz does not hold or represent any interest adverse to the Debtor, its estate, or its creditors, and is a disinterested person within the meaning of sections 327 and 101(14) of the Bankruptcy Code, and that the legal and factual bases set forth in the Application establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The Application is **GRANTED** as set forth herein.

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

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Debtor: CCA Construction, Inc.

Case No. 24-22548 (CMG)

Caption of Order: ORDER APPROVING THE EMPLOYMENT AND RETENTION OF COLE SCHOTZ P.C. AS CO-COUNSEL TO THE DEBTOR *NUNC PRO TUNC* TO THE PETITION DATE

2. In accordance with sections 327(a), 329, and 330 of the Bankruptcy Code, the Debtor is hereby authorized and empowered to employ and retain Cole Schotz as bankruptcy co-counsel in this Chapter 11 Case effective as of the Petition Date in accordance with the terms set forth in the Application and the Engagement Letter attached hereto as **Exhibit 1**, to the extent set forth herein.

3. Any and all compensation to be paid to Cole Schotz for services rendered on the Debtor's behalf, including compensation for services rendered in connection with the preparation of the petition and accompanying papers, shall be fixed by application to this Court in accordance with sections 330 and 331 of the Bankruptcy Code, such Federal Rules and Local Rules as may then be applicable, and any orders entered in this case governing the compensation and reimbursement of professionals for services rendered and charges and disbursements incurred. Cole Schotz also shall make a reasonable effort to comply with the U.S. Trustee Guidelines, both in connection with the Application and the interim and final fee applications to be filed by Cole Schotz in the Chapter 11 Case.

4. In order to avoid any duplication of effort and provide services to the Debtor in the most efficient and cost-effective manner, Cole Schotz shall coordinate with Debevoise & Plimpton LLP and any additional firms the Debtor retains regarding their respective responsibilities in this Chapter 11 Case. As such, Cole Schotz shall use its best efforts to avoid duplication of services provided by any of the Debtor's other retained professionals in this Chapter 11 Case.

5. Prior to applying any increases in its hourly rates beyond the rates set forth in the Application, Cole Schotz shall provide ten (10) days' prior notice of any such increases to the Debtor, the United States Trustee, and the Committee and shall file such notice with the Court. All parties in interest retain rights to object to any rate increase on all grounds, including the reasonableness standard

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Debtor: CCA Construction, Inc.

Case No. 24-22548 (CMG)

Caption of Order: ORDER APPROVING THE EMPLOYMENT AND RETENTION OF COLE SCHOTZ P.C. AS CO-COUNSEL TO THE DEBTOR *NUNC PRO TUNC* TO THE PETITION DATE

set forth in section 330 of the Bankruptcy Code, and the Court retains the right to review any rate increase pursuant to section 330 of the Bankruptcy Code.

6. Cole Schotz (i) shall only bill 50 percent for non-working travel; (ii) shall not seek the reimbursement of any fees or costs, including attorney fees and costs, arising from the defense of any objections to any of Cole Schotz's fee applications in this case; (iii) shall use the billing and expense categories set forth in the US Trustee Guidelines (Exhibit D-1 "Summary of Compensation Requested by Project Category"); and (iv) provide any and all monthly fee statements, interim fee applications, and final fee applications in "LEDES" format to the United States Trustee.

7. Notwithstanding anything in the Application or the Sirota Declaration to the contrary, Cole Schotz shall seek reimbursement from the Debtor's estate for its engagement-related expenses at the firm's actual cost paid.

8. Notwithstanding anything in the Application and the Sirota Declaration to the contrary, Cole Schotz shall to the extent that Cole Schotz uses the services of independent contractors or subcontractors (collectively, the "Contractors") in this case, (i) pass through the cost of such Contractors at the same rate that Cole Schotz pays the Contractors; (ii) seek reimbursement for actual costs only; (iii) ensure that the Contractors are subject to the same conflicts checks as required for Cole Schotz; (iv) file with this Court such disclosures required by Bankruptcy Rule 2014; and (v) attach any such Contractor invoices to its monthly fee statements, interim fee applications and/or final fee applications filed in this case. No agreement or understanding exists between Cole Schotz and any other person, other than as permitted by Bankruptcy Code section 504, to share compensation received for services rendered in connection with this case, nor shall Cole Schotz share or agree to share

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Debtor: CCA Construction, Inc.

Case No. 24-22548 (CMG)

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compensation received for services rendered in connection with this case with any other person other than as permitted by Bankruptcy Code section 504.

9. Notwithstanding Cole Schotz's Standard Terms of Engagement for Legal Services, the provision that "Our bills are due and payable upon receipt" shall be null and void during the pendency of this bankruptcy case.

10. Notwithstanding Cole Schotz's Standard Terms of Engagement for Legal Services, during the pendency of the Chapter 11 Case, Cole Schotz's retainer shall be treated like a security retainer and shall not be drawn down absent Court order.

11. As set forth in Cole Schotz's Standard Terms of Engagement for Legal Services, Cole Schotz's fees and expenses will be considered "earned" at the time they are incurred, notwithstanding the fact that any such amounts shall only be payable as set forth in any order granting that certain *Motion for Entry of an Administrative Fee Order Establishing Procedures for the Allowance and Payment of Interim Compensation and Reimbursement of Expenses of Professionals Retained by Order of this Court* [Docket No. 73] and shall only be allowed upon entry of a Court order allowing them.

12. Notwithstanding Cole Schotz's Standard Terms of Engagement for Legal Services, the provision concerning fee disputes is null and void during the pendency of this Chapter 11 Case.

13. To the extent the Application, the Sirota Declaration, or any engagement agreement pertaining to this retention is inconsistent with this Order, the terms of this Order shall govern.

14. The Debtor are authorized to take all action necessary to carry out this Order.

15. This Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation, and/or enforcement of this Order.

EXHIBIT 1

Engagement Letter



Michael D. Sirota
Member
Admitted in NJ and NY

Reply to New Jersey Office
Writer's Direct Line: 201.525.6262
Writer's Direct Fax: 201.678.6262
Writer's E-Mail: msirota@coleschotz.com

Court Plaza North
25 Main Street
P.O. Box 800
Hackensack, NJ 07602-0800
201-489-3000 201-489-1536 fax

—
New York
—
Delaware
—
Maryland
—
Texas
—
Florida

October 14, 2024

**ATTORNEY-CLIENT PRIVILEGED
PERSONAL AND CONFIDENTIAL**

Via E-mail: McMahon.James@cca.us

James McMahon, Esq.
General Counsel, Legal
China Construction America
445 South Street
Suite 310
Morristown, NJ 07960

Re: Engagement Agreement

Dear Mr. McMahon:

Thank you for entrusting your legal needs to us. This letter and the accompanying Standard Terms of Engagement set forth the terms of Cole Schotz P.C.'s representation of CCA Construction, Inc and, to the extent necessary, certain affiliates (hereinafter collectively referred to as "CCA").

The scope of our representation shall be limited to acting as co-counsel with Debevoise & Plimpton, LLP ("D&P") in a potential Chapter 11 case to be filed by CCA in the United States Bankruptcy Court for the District of New Jersey. The services the Firm will provide will be at the direction of D&P and CCA including defining our specific role with respect to the preparation and filing of the chapter 11 petitions, such as review of documents and preparation of the petition with supporting schedules and statements. During the case, and subject to our ethical obligations discussed above, we will: (1) advise and consult on the prosecution of the chapter 11 cases, including all of the legal and administrative requirements of operating in chapter 11; (2) prepare such administrative and procedural applications and motions as may be required for the orderly and efficient conduct of the cases; (3) prosecute and defend litigation that may arise during the course of the cases; (4) consult with you concerning and participate in the formulation, negotiation, preparation and filing of a plan or plans of reorganization/liquidation and disclosure statement(s) to accompany the plan(s); (5) review and object to claims; (6) analyze, recommend, prepare, and bring causes of action permitted under the Bankruptcy Code; (7) address conflict matters to the extent necessary and (8) take all steps necessary and appropriate to bring the cases to a conclusion.

coleschotz.com

 COLE SCHOTZ P.C.

James McMahon, Esq.

October 14, 2024

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The scope of our engagement can only be extended pursuant to supplemental written agreement. CCA agrees to fully cooperate with us and to provide us with all information relevant to the issues involved in this matter. We agree to provide conscientious, competent and diligent services and at all times will coordinate with D&P to achieve a favorable outcome on a cost-effective basis. If you would like us to expand the scope of our engagement or the parties we represent, it must be subject to a separate written agreement.

The Firm's objective to charge a fair fee for the services rendered is achieved primarily by maintaining accurate records of the time spent by each attorney and paralegal on a particular matter and then billing for their time in accordance with the range of hourly rates established. I will be principally responsible for handling this matter. Presently, my hourly rate is \$1,575.00. I will also be working with my colleagues, Warren Usatine, Felice Yudkin and Ryan Jareck whose hourly rates are \$1,250.00, \$940.00 and \$900.00 respectively, among other lawyers and paralegals as needed. In addition to legal fees, our out-of-pocket expenses (as more particularly set forth in our Standard Terms of Engagement) will also be reflected in our monthly invoices.

Retainer

A retainer is required of clients prior to undertaking representation. The initial retainer requested in this matter is \$250,000.00, which will be replenished as fees and costs are invoiced so that the Firm is always holding said amount. The Firm's pre-petition invoices will be paid in regular intervals from the retainer account as fees are earned and expenses accrue.

In the event of a Chapter 11 proceeding, post-petition fees, charges and disbursements will be due and payable immediately in accordance with fee procedures approved by the Bankruptcy Court. CCA understands that while the arrangement in this paragraph may be altered in whole or in part by the Bankruptcy Court, CCA shall nonetheless remain liable for payment of court approved post-petition fees and expenses. Such items are afforded administrative priority under 11 U.S.C. § 503(b)(1). The Bankruptcy Code provides in pertinent part, at 11 U.S.C. § 1129(a)(9)(A), that a plan of reorganization cannot be confirmed unless these priority expenses are paid in full (unless such claimants agree to different treatment) in cash on the effective date of any reorganization plan. After the petition date, the retainer shall be held and applied against the final Chapter 11 fee application. At the conclusion of our representation of CCA, we will apply the balance of the retainer against our final statement and refund any excess to CCA.

This agreement, as well as our entire attorney-client relationship, shall be governed exclusively by State of New Jersey law. Should any dispute arise regarding same which cannot be resolved amicably, the courts of the State of New Jersey shall be the exclusive jurisdiction for the dispute to be litigated.

If this agreement is acceptable, please indicate CCA's understanding and acceptance of the terms and conditions set forth herein by countersigning and returning a copy of this letter together with the initial retainer (\$250,000.00). The Firm's wiring instructions are attached for your convenience.

☼ COLE SCHOTZ P.C.

James McMahon, Esq.
October 14, 2024
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We look forward to working with you.

Very truly yours,

/s/ Michael D. Sirota

Michael D. Sirota

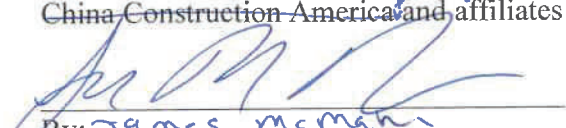
MDS:cdc

Attachment

cc: Warren A. Usatine, Esq.
Felice R. Yudkin, Esq.
Ryan T. Jareck, Esq.

We consent to the terms and conditions set forth above and in the Standard Terms of Engagement for Legal Services attached herewith.

CCA Construction Inc.
China Construction America and affiliates


By: James McMahon
Title: General Counsel

Dated: October 18, 2024



STANDARD TERMS OF ENGAGEMENT FOR LEGAL SERVICES

This statement sets forth Cole Schotz P.C.'s ("we," "our," or the "Firm") standard terms of engagement as attorneys for the client(s) ("you" or "your") identified in the accompanying Engagement Letter. The Engagement Letter sets forth additional terms and conditions, and those terms control in any case where the Engagement Letter conflicts with these standard terms. The following terms are an integral part of our agreement and should be reviewed carefully. We also suggest that you retain this statement in your files. If at any time you have questions about these terms, please let us know as soon as possible so that we can provide you with timely answers.

THE SCOPE OF OUR WORK

The scope of the legal services we agree to perform for you is only as expressly described in the Engagement Letter. If at any time you are not certain about the scope of our representation, please contact us for clarification. We are happy to answer any questions you may have.

We will do our best to serve you efficiently. The outcome of any matter is subject to inherent risks and other factors beyond our control. Therefore, we have not made, and cannot make, any guarantees or promises concerning the outcome of this matter. Any statements on our part concerning the likely outcome of a matter are expressions of our professional assessment of the matter in question, and such assessments always present a degree of uncertainty because they are limited by our knowledge of the facts, unsettled areas of the law, changes in the state of the law, equitable considerations, exercise of judgment in the application of the law, and many other unknown factors.

This engagement may result in a variety of tax or other consequences, including without limitation, regulatory matters or potential reporting requirements (such as under the Corporate Transparency Act). Unless specifically stated in the accompanying Engagement Letter, the scope of our engagement does not include such tax, regulatory matters, reporting or other advice, unless expressly contemplated herein. The Firm will only provide tax or any other advice upon your request and entry into a separate written agreement or amendment to this engagement acceptable to you and the Firm.

Also, unless specifically stated in the accompanying Engagement Letter, the scope of our representation does not include determining whether you possess insurance coverage for any of the losses or expenses that you may incur in connection with this matter. You should immediately contact your insurance company or broker if you believe such coverage may exist. Alternatively, you may retain the Firm to assist with making that inquiry and determining coverage, but such expansion of the scope of our engagement must be agreed to in writing.

WHO PROVIDES THE LEGAL SERVICES

We assign an attorney as your primary contact at the Firm. This should be someone in whom you have confidence and with whom you enjoy working. You are free to request a change of contact person at any time. The legal work we perform for you may be performed by other lawyers, paralegals and legal assistants in the Firm as well. We delegate work among our lawyers, paralegals and legal assistants to promote effective and efficient rendition of necessary services. We are happy to advise you of the names of those attorneys, paralegals and legal assistants who work on your matters and their billing rates.

GENERATIVE ARTIFICIAL INTELLIGENCE

We anticipate that during the course of this engagement, the firm will use generative artificial intelligence ("GenAI") to enhance and streamline certain aspects of our services. For example, we may use this technology for such things as aiding document analysis, summarizing information and assisting in legal research. Like any technology, GenAI carries some degree of risk, which may include the risk of errors in GenAI-generated content, data security vulnerabilities, and system malfunctions. We have implemented reasonable measures to safeguard against these risks, and our lawyers maintain oversight of GenAI-generated outputs. Accordingly, we believe that the benefits of using this technology outweigh the related risks. By engaging our firm, you hereby consent to our use of this technology.

HOW FEES ARE SET

We bill you based on the hourly rates for our attorneys and other professionals, depending on the time involved in rendering the necessary services. We record the time spent on your work, such as internal and external meetings, conferences, negotiations, factual and legal research and analysis, court appearances, document preparation and revision, drafting and review of correspondence, travel on your behalf, and other related services.

The hourly rates of our lawyers, paralegals and legal assistants are based on each timekeeper's knowledge and experience in his/her field and are reviewed and adjusted annually (typically in September) to reflect current levels of legal experience, changes in overhead costs, and other relevant factors. Any rate changes will be reflected in our monthly invoices. You will not receive a separate rate change notice.



Our current range of hourly rates is as follows:

Members	\$615.00 to \$1,575.00 per hour
Special Counsel	\$625.00 to \$840.00 per hour
Associates	\$385.00 to \$695.00 per hour
Paralegals	\$315.00 to \$460.00 per hour
Litigation Support Specialists	\$295.00 to \$535.00 per hour

We are often requested to estimate the amount of fees and costs likely to be incurred in connection with a particular matter. Whenever possible, we furnish such an estimate based upon our professional judgment, but when we do so, it is always with the understanding that it is not a maximum or fixed-fee quotation. The ultimate cost frequently is more or less than the amount estimated.

For certain well-defined services, we may quote a fixed fee. Generally, however, we do not accept a fixed fee engagement except in such circumstances or pursuant to a special arrangement tailored to the needs of a particular client. In all such situations, the fixed fee arrangement is expressed in the Engagement Letter, setting forth both the amount of the fee and the scope of the services to be provided in exchange for the fixed fee.

In certain situations, we provide legal services on a contingent fee basis. Any such arrangement must be reflected in a written contingent fee agreement.

OUT-OF-POCKET EXPENSES

As part of our representation, we may incur expenses on your behalf, and these must be paid by you on a timely basis. Whenever such costs are incurred, we itemize and bill them. Typical of such costs are conference calls; postage; messenger services, and express delivery charges; filing fees; deposition and transcript costs; witness fees; travel and overnight expenses; copying, scanning and printing charges; computer research charges (e.g. Lexis and Westlaw research); charges from outside experts and consultants (including accountants, appraisers, and other legal counsel) and fees and expenses related to collecting, hosting and processing electronically stored information. We generally request that outside service providers directly bill our clients for individual charges in excess of \$500, or we may invoice you for such charges billed to the Firm prior to your regularly scheduled invoicing.

RETAINER AND TRUST DEPOSITS

You may be asked to pay a retainer in connection with our representation of you. If so, the Engagement Letter provides details about the terms of the retainer.

During the course of our representation, it may be necessary for us to hold funds on your behalf in our Attorney Trust Account. Such trust funds will be deposited and held in a financial institution insured by the Federal Deposit Insurance Corporation ("FDIC").

Federal depositary insurance coverage is currently limited to \$250,000.00 per account holder in each insured

financial institution. Funds held for you in our Attorney Trust Account are aggregated with all other funds belonging to you in the same financial institution in determining whether your deposit balance exceeds insurance limits. You will be notified by our trust accounting department of the financial institution(s) being used. The funds being held on your behalf in trust together with other funds not held by us on your behalf but to your credit in the same financial institution may exceed FDIC insurance coverage and therefore may not be insured in the event of a bank failure.

If you have any questions, you may contact our Accounting Department.

BILLING ARRANGEMENTS AND TERMS OF PAYMENT

We bill you on a regular basis, normally each month, for both fees and disbursements. To efficiently render our bills, we may render a bill through a date other than month-end. Fees and expenses, and the associated retainer, will be considered to be "earned" at the time that any fees and expenses are incurred. Our bills are due and payable upon receipt.

If your account becomes delinquent, you agree to promptly bring the account current. If the delinquency continues and you do not arrange satisfactory payment terms, we may withdraw from the representation (subject to court approval, if necessary) and pursue collection of your account. You agree to pay the costs of collecting the debt, including court costs, filing fees, and reasonable attorneys' fees.

FEE DISPUTES

If you disagree with any particular invoice, you must send us a written objection within thirty (30) days of your receipt of the invoice or you will be deemed to have approved the charges. Typically, such disagreements are resolved to the satisfaction of both sides, with little inconvenience or formality. In the event of a fee dispute that is not readily resolved, you may have the right to request arbitration under supervision of the state bar for the jurisdictions in which we practice.

POTENTIAL CONFLICTS/UNRELATED MATTERS WAIVER

Our Firm represents many other clients. It is possible that during the time we are representing you some of our present or future clients may have disputes with you. You agree that we may continue to represent, or may undertake in the future to represent, existing or new clients in any matter that is not substantially related to our work for you, even if the interests of such clients in those other matters are directly adverse to your interests. We agree, however, that your prospective consent to conflicting representation contained in the preceding sentence shall not apply in any instance where, as a result of our representation of you, we have obtained proprietary or other confidential information of a nonpublic nature that, if known to such other client,



could be used in any such other matter by such client to your material disadvantage.

In bankruptcy matters, it is possible that we will be asked to represent other creditors or parties-in-interest. You agree that we may continue to represent or may undertake in the future to represent existing and new clients in such matters. Of course, we will not represent another client in such matters who will take action directly adverse to you.

PRESERVATION OF ELECTRONICALLY STORED AND OTHER INFORMATION

If the matter for which we are engaged involves a dispute which could reasonably lead to litigation, you may be required to produce documents and other materials relating to such matter in the event of litigation. Therefore, it is vital in any such matter that you preserve all documents (hard copy and electronic), data compilations and tangible objects. The requirement to preserve these materials is a continuing one and will last until you are advised to stop. Failure to preserve these materials could result in Court-imposed penalties or sanctions against you and/or others and can expose those involved to claims for spoliation of evidence. In applicable matters, a "Legal Hold Notice" that further discusses these issues will accompany the Engagement Letter.

TERMINATION

You may terminate our representation at any time by notifying us in writing. Your termination of our services does not affect your responsibility for payment of fees for legal services rendered and out-of-pocket costs incurred before termination and in connection with an orderly transition of the matter, including the collection, processing and transmittal of your file to you or substitute counsel.

Subject to the rules of professional responsibility for the jurisdictions in which we practice, we may withdraw from representation if you fail to abide by these Terms of Engagement as modified by the Engagement Letter, including, for example, nonpayment of fees or costs, misrepresentation or failure to disclose material facts, conflicts of interest with another client, or your failure to communicate or cooperate with us. We try to identify in advance and discuss with our client(s) any situation that may lead to our withdrawal and, if withdrawal ever becomes necessary, we immediately give written notice of our withdrawal. Our right to withdraw depends upon the circumstances existing at the time we seek withdrawal, and we will not withdraw unless withdrawal can be accomplished without violation of applicable rules of professional conduct.

CONCLUSION OF REPRESENTATION; DISPOSITION OF DOCUMENTS

Unless previously terminated, our representation of you concludes upon our sending our final statement for services rendered in the matter covered in our Engagement Letter. We maintain in confidence any otherwise nonpublic information that you have supplied to us, and that we retain, in accordance with applicable rules of professional conduct. At your request, your papers and property are returned promptly upon receipt of payment for outstanding fees and costs. We may retain copies pertaining to the matter for our files. Any such documents retained by us may be transferred to the person responsible for administering our records retention program. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to destroy or otherwise dispose of any such documents or other materials after the termination of the engagement. We may also transfer the information on the documents to electronic media. If we are served with a subpoena for your file, we will notify you. If we are required to comply with the subpoena, you will be responsible for the legal fees and costs incurred, including the review and analysis of documents to determine if privileged documents should be withheld.

DISCLOSURE OF REPRESENTATION

You hereby acknowledge and agree that, subject to the attorney-client privilege, we may represent to third parties that you are a client of the Firm, we may use your logo in connection with marketing and business development initiatives, and we may provide a general description of the services rendered for your benefit.

POST-ENGAGEMENT MATTERS

You are engaging us to provide legal services in connection with a specific matter. After completion of the matter, changes may occur in the applicable laws or regulations or facts that could have an impact upon your compliance with law, or rights and liabilities. Unless you specifically engage us with regard to future legal development(s) relating to this matter, we have no continuing obligation to advise you with respect to future legal developments concerning the matter (whether arising due to change in fact or law). In addition, and without limiting the generality of the foregoing, it is your responsibility, and we assume no responsibility for keeping track of critical dates, time periods by which notices must be given or advising you of the dates, or time periods by which you must address future deadlines or critical dates such as filings, renewal options, UCC continuation statements, payment due dates or otherwise. Finally, if the Firm is served with a subpoena for the production of documents or testimony relating to or arising from this representation, You agree to pay all reasonable attorneys' fees and costs incurred by the Firm in connection with the subpoena.

Exhibit B

Invoice

CCA CONSTRUCTION, INC.
445 SOUTH STREET, SUITE 310
MORRISTOWN, NJ 07960

Invoice Date: February 20, 2025
Invoice Number: 999174
Matter Number: 68594-0001

Re: CHAPTER 11 REORG. - DEBTOR

FOR PROFESSIONAL SERVICES THROUGH JANUARY 31, 2025

CASE ADMINISTRATION			41.50	32,014.50
<u>DATE</u>	<u>INITIALS</u>	<u>Description</u>	<u>HOURS</u>	<u>AMOUNT</u>
12/22/24	RTJ	REVIEW DOCUMENTS, PLEADINGS AND CORRESPONDENCE RE CHAPTER 11 FILING.	1.40	1,260.00
12/22/24	FRY	MULTIPLE EMAILS WITH CO-COUNSEL RE FILING OF PETITION	0.30	282.00
12/22/24	FRY	REVIEW FINAL FIRST DAY PLEADINGS FOR FILING	2.50	2,350.00
12/22/24	FRY	FINAL REVIEW OF PETITION AND RELATED DOCUMENTS FOR FILING	1.00	940.00
12/22/24	DED	CONFER WITH CS AND DP TEAMS RE CHAPTER 11 FILING (0.4); FILE CHAPTER 11 PETITION AND ALL FIRST DAY MOTIONS AND RELATED FILINGS (1.7); REVIEW, PREPARE AND FILE ALL DP PRO HACS (0.6); REVIEW, PREPARE AND FILE MOTION FOR RELIEF FROM STAY AND APPLICATION TO SHORTEN TIME (0.5); DRAFT AND SEND EMAILS TO CHAMBERS WITH PROPOSED ORDERS FOR COMPLEX CASE AND APPLICATION TO SHORTEN TIME RE RFS MOTION (0.3)	3.50	1,400.00
12/22/24	ADM	REVIEW FDMS AND RELATED PLEADINGS FOR FILING (1.2); CALL WITH F. YUDKIN AND D. DELEHANTY RE: FILING (0.4); FOLLOW UP CALL WITH F. YUDKIN RE: SAME (0.1); CORRESPONDENCE FROM/TO DEBEVOISE TEAM RE: FILING (0.3); REVISE NOTICE LETTER AND CIRCULATE TO DEBEVOISE AND VERITA (0.2); COORDINATE AND CORRESPOND WITH D. DELEHANTY RE: CASE AND FIRST DAY FILINGS (0.6)	2.80	1,820.00
12/22/24	WAU	REVIEW FINAL VERSIONS OF ALL FIRST DAY MOTIONS AND DECLARATION	1.10	1,375.00
12/23/24	FRY	PREPARE FOR AND ATTEND FIRST DAY HEARING	1.60	1,504.00
12/23/24	FRY	ADDRESS MULTIPLE ISSUES RE SERVICE OF ORDERS AND RELATED CASE ADMIN	0.50	470.00
12/23/24	FRY	MULTIPLE EMAILS WITH VERITA RE SERVICE OF ORDER FOR EXPEDITED CONSIDERATION	0.30	282.00
12/23/24	FRY	MULTIPLE EMAILS WITH CO-COUNSEL RE PREPARATION FOR FIRST DAY HEARING	0.40	376.00
12/23/24	DED	REVIEW CASE DOCKET AND FIRST DAY FILINGS AND BEGIN TO DRAFT CASE CALENDAR	1.00	400.00
12/23/24	ADM	CORRESPONDENCE FROM/TO VERITA RE: SERVICE ISSUES	0.20	130.00

<u>DATE</u>	<u>INITIALS</u>	<u>Description</u>	<u>HOURS</u>	<u>AMOUNT</u>
12/23/24	ADM	REVIEW FIRST DAY PRESENTATION (0.2); CORRESPOND WITH CO-COUNSEL RE: SAME (0.1); SUBMIT SAME TO CHAMBERS (0.1); FOLLOW UP CORRESPONDENCE RE: PRESENTER (0.2)	0.60	390.00
12/23/24	ADM	CORRESPOND WITH COURT RE: ORDER GRANTING EXPEDITED CONSIDERATION (0.1); COORDINATE SERVICE WITH VERITA (0.1); CALL WITH F. YUDKIN RE: FIRST DAY HEARING AND ORDERS (0.1); CORRESPONDENCE TO CO-COUNSEL RE: SAME (0.1)	0.40	260.00
12/23/24	WAU	REVIEW EMAILS RE INTERCOMPANY CLAIMS AND SUBSIDIARY ISSUES	0.20	250.00
12/23/24	MDS	REVIEW FIRST DAY PRESENTATION DECK	0.70	1,102.50
12/23/24	MDS	ATTEND 1ST DAY HEARING (VIRTUAL)	1.60	2,520.00
12/23/24	MDS	REVIEW PLEADINGS AND PREPARE FOR 1ST DAY HEARING	2.60	4,095.00
12/26/24	FRY	REVIEW MASTER SERVICE LIST FOR FILING	0.10	94.00
12/26/24	DED	REVIEW BANKRUPTCY COURT FORMS AND DRAFT CASE MANAGEMENT ORDER AND CIRCULATE TO TEAM FOR REVIEW (1.0); REVIEW, PREPARE AND FILE MASTER SERVICE LIST AND CIRCULATE FILED COPY TO KCC (0.3)	1.30	520.00
12/26/24	ADM	REVIEW NJ FORM CMO RE: COMPLEX CASE (0.2); COORDINATE WITH D. DELEHANTY RE: FORM OF ORDER (0.1)	0.30	195.00
12/26/24	ADM	REVIEW AND COMMENT ON NOTICE OF CANCELLATION OF HEARING	0.20	130.00
12/27/24	ADM	REVIEW CMO (0.2); PROVIDE COMMENTS TO D. DELEHANTY RE: SAME (0.1)	0.30	195.00
12/30/24	FRY	REVIEW AND COMMENT ON NOTICE OF COMMENCEMENT	0.30	282.00
12/30/24	ADM	REVISE CMO (0.2); REVIEW LOCAL RULES AND CASE MANAGEMENT PROCEDURES RE: POTENTIAL ADDITIONS (0.3); CORRESPONDENCE FROM/TO CO-COUNSEL RE: SAME (0.2)	0.70	455.00
12/30/24	ADM	CORRESPONDENCE TO F. PISANO RE: NOTICE OF COMMENCEMENT (0.1); REVIEW AND REVISE SAME (0.5); CORRESPONDENCE TO F. YUDKIN RE: SAME (0.1); CIRCULATE DRAFT TO CO-COUNSEL (0.1)	0.80	520.00
12/30/24	FP	REVIEW INFORMATION ON KCC WEBSITE AND COURT WEBSITE (0.1); DRAFT NOTICE OF COMMENCEMENT (0.3); CIRCULATE FOR REVIEW (0.1)	0.50	200.00
01/01/25	ADM	CORRESPONDENCE WITH CO-COUNSEL RE: NOTICE OF COMMENCEMENT	0.10	65.00
01/02/25	DED	REVIEW, PREPARE, FILE AND SERVE NOTICE OF COMMENCEMENT (0.5); AND MASTER SERVICE LIST (0.3)	0.80	320.00
01/02/25	ADM	REVIEW CMO RE: MSL (0.1); REVIEW MSL AND COORDINATE FILING WITH D. DELEHANTY (0.1)	0.20	130.00
01/02/25	ADM	REVISE NOTICE OF COMMENCEMENT (0.1); CORRESPONDENCE TO/FROM UST RE: SAME (0.1); COORDINATE FILING AND SERVICE WITH D. DELEHANTY (0.1)	0.30	195.00
01/02/25	ADM	CORRESPOND WITH VERITA RE: SERVICE	0.10	65.00

<u>DATE</u>	<u>INITIALS</u>	<u>Description</u>	<u>HOURS</u>	<u>AMOUNT</u>
01/06/25	DED	REVIEW DOCKET AND FIRST DAY INTERIM ORDERS (0.4) AND UPDATE INTERNAL CALENDAR WITH ALL CRITICAL DEADLINES, HEARING DATES AND ADJOURNMENTS AND CIRCULATE SAME TO TEAM (0.6)	1.00	400.00
01/06/25	ADM	CORRESPONDENCE RE: CASE MANAGEMENT ORDER	0.20	130.00
01/08/25	FRY	EMAILS TO/FROM CO-COUNSEL RE CASE MANAGEMENT ORDER	0.20	188.00
01/08/25	FRY	CONFER WITH UST RE APPOINTMENT OF COMMITTEE (.2); EMAIL TO CO-COUNSEL RE SAME (.1)	0.30	282.00
01/08/25	MDS	REVIEW EMAILS RE UCC FORMATION	0.20	315.00
01/09/25	ADM	REVIEW MSL FOR FILING (0.1); COORDINATE FILING WITH D. DELEHANTY (0.1)	0.20	130.00
01/09/25	ADM	CALL WITH CO-COUNSEL RE: SECOND DAY MOTION FILINGS	0.40	260.00
01/09/25	DED	REVIEW, PREPARE AND FILE MASTER SERVICE LIST AND CIRCULATE SAME TO KCC	0.40	160.00
01/09/25	ADM	FINALIZE AND SUBMIT CASE MANAGEMENT ORDER AND SCHEDULING REQUEST TO CHAMBERS	0.30	195.00
01/10/25	ADM	REVIEW AND CIRCULATE CMO (0.2); CORRESPONDENCE TO D. DELEHANTY RE: CALENDARING DATES (0.1)	0.30	195.00
01/10/25	DED	REVIEW DOCKET AND RECENTLY FILED PLEADINGS (0.2) AND UPDATE INTERNAL CALENDAR WITH ALL CRITICAL DEADLINES, HEARING DATES AND ADJOURNMENTS AND CIRCULATE SAME TO TEAM (0.3)	0.50	200.00
01/10/25	MDS	CONFERENCE WITH ATTORNEY/CO-COUNSEL F. YUDKIN RE: COURT CONFERENCE	0.20	315.00
01/13/25	FRY	EMAIL TO UST RE COMMITTEE FORMATION	0.10	94.00
01/14/25	FRY	CALL FROM UST RE NO COMMITTEE FORMATION	0.20	188.00
01/14/25	MDS	REVIEW EMAIL RE UCC NOT FORMED	0.20	315.00
01/15/25	MDS	CORRESP. FROM ATTORNEY/CO-COUNSEL N. LABOVITZ RE: DECLARATION ADMISSION	0.20	315.00
01/16/25	ADM	REVIEW MSL FOR FILING (0.1); COORDINATE FILING WITH D. DELEHANTY (0.1)	0.20	130.00
01/16/25	DED	REVIEW, PREPARE AND FILE MSL AND CIRCULATE SAME TO KCC	0.30	120.00
01/17/25	ADM	CORRESPONDENCE WITH DEBEVOISE TEAM RE: ADJOURNMENT (0.1); REVIEW AND REVISE NOTICE OF ADJOURNMENT (0.3); CIRCULATE SAME TO DEBEVOISE TEAM (0.1)	0.50	325.00
01/17/25	DED	REVIEW DOCKET AND DRAFT NOTICE OF ADJOURNMENT RE SECOND DAY MATTERS AND CIRCULATE SAME FOR REVIEW (0.6); UPDATE CASE CALENDAR RE ADJOURNMENTS AND HEARING DATES (0.4)	1.00	400.00
01/20/25	ADM	REVIEW NOTICE OF ADJOURNED HEARING (0.2); CORRESPONDENCE TO/FROM CO-COUNSEL RE: SAME (0.1)	0.30	195.00
01/21/25	ADM	REVIEW/REVISE NOTICE OF ADJOURNMENT FOR FILING (0.1); CORRESPONDENCE TO F. YUDKIN RE: SAME (0.1); COORDINATE FILING AND SERVICE WITH D. DELEHANTY (0.1)	0.30	195.00

<u>DATE</u>	<u>INITIALS</u>	<u>Description</u>	<u>HOURS</u>	<u>AMOUNT</u>
01/21/25	DED	REVIEW, PREPARE, FILE AND SERVE NOTICE OF ADJOURNMENT OF SECOND DAY MATTERS (0.4); CONFER WITH CHAMBERS RE REQUESTS FOR TRANSCRIPTS (0.2); DRAFT AND SEND EMAIL TO GRIBBENS TRANSCRIPTION FOR 01.17.25 HEARING TRANSCRIPT AND PROVIDE PAYMENT FOR SAME (0.4)	1.00	400.00
01/22/25	DED	REVIEW, RETRIEVE AND CIRCULATE 01.17.25 HEARING TRANSCRIPT	0.30	120.00
01/23/25	ADM	REVIEW MSL FOR FILING (0.1); COORDINATE FILING AND SERVICE WITH D. DELEHANTY (0.1)	0.20	130.00
01/23/25	DED	REVIEW, PREPARE AND FILE MASTER SERVICE LIST AND CIRCULATE SAME TO KCC TEAM	0.30	120.00
01/23/25	DED	REQUEST TRANSCRIPT FROM 01.22.25 HEARING AND RECONCILE INVOICES FOR SAME	0.30	120.00
01/24/25	DED	REVIEW, RETRIEVE AND CIRCULATE 01.22.25 HEARING TRANSCRIPT	0.20	80.00
01/27/25	ADM	CORRESPONDENCE RE: UPCOMING FILING COORDINATION	0.20	130.00
01/28/25	ADM	REVIEW AND REVISE HEARING NOTICE (0.2); CALL WITH D. DELEHANTY RE: SAME (0.1); CORRESPONDENCE TO CO-COUNSEL RE: SAME (0.1)	0.40	260.00
01/28/25	DED	REVIEW DOCKET (0.2) AND UPDATE INTERNAL CALENDAR WITH ALL CRITICAL DEADLINES, HEARING DATES AND ADJOURNMENTS AND CIRCULATE SAME TO TEAM (0.3)	0.50	200.00
01/29/25	ADM	REVISE NOTICE OF ADJOURNED HEARING (0.1); CORRESPONDENCE TO CO-COUNSEL RE: SAME (0.1); COORDINATE FILING AND SERVICE WITH D. DELEHANTY (0.1)	0.30	195.00
01/29/25	DED	CONFER WITH DEBEVOISE RE 01.22.25 HEARING TRANSCRIPT AND CIRCULATE SAME (0.2); REQUEST 01.29.25 HEARING TRANSCRIPT FROM T. GRIBBENS (0.2); REVIEW, PREPARE, FILE AND SERVE NOTICE OF REVISED HEARING TIME FOR 02.13.25 OMNIBUS HEARING (0.5)	0.90	360.00
01/30/25	DED	REVIEW AND RETRIEVE 01.29.25 HEARING TRANSCRIPT AND CIRCULATE TO DP AND CS TEAMS	0.20	80.00
01/31/25	DED	REVIEW DOCKET (0.2) AND UPDATE INTERNAL CALENDAR WITH ALL CRITICAL DEADLINES, HEARING DATES AND ADJOURNMENTS AND CIRCULATE SAME TO TEAM (0.3)	0.50	200.00

FEE APPLICATION PREPARATION	5.80	3,672.00
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<u>DATE</u>	<u>INITIALS</u>	<u>Description</u>	<u>HOURS</u>	<u>AMOUNT</u>
12/27/24	ADM	REVIEW AND REVISE ADMIN FEE MOTION (0.9); CORRESPONDENCE TO F. YUDKIN RE: SAME (0.1)	1.00	650.00
12/27/24	FRY	REVIEW AND COMMENT ON INTERIM COMPENSATION PROCEDURES	0.40	376.00
01/06/25	ADM	REVIEW EMAIL FROM CO-COUNSEL RE: ADMIN FEE ORDER (0.1); CALL WITH F. YUDKIN (0.1); PREPARE RESPONSE (0.1)	0.30	195.00
01/07/25	DED	REVIEW ADMIN FEE MOTION AND UPDATE SAME WITH DEBEVOISE COMMENTS	0.70	280.00
01/08/25	ADM	REVISE ADMIN FEE MOTION (0.3); CORRESPONDENCE TO/FROM CO-COUNSEL RE: SAME (0.1)	0.40	260.00

<u>DATE</u>	<u>INITIALS</u>	<u>Description</u>	<u>HOURS</u>	<u>AMOUNT</u>
01/08/25	ADM	FURTHER REVISE ADMIN FEE MOTION (0.3); CORRESPONDENCE TO CO-COUNSEL RE: SAME (0.1)	0.40	260.00
01/08/25	FRY	REVIEW REVISED INTERIM COMPENSATION MOTION	0.30	282.00
01/09/25	ADM	REVIEW REVISED ADMIN FEE ORDER (0.2); PREPARE FINAL MOTION FOR FILING (0.2); COORDINATE FILING AND SERVICE WITH D. DELEHANTY (0.1)	0.50	325.00
01/09/25	FRY	FINAL REVIEW OF INTERIM COMPENSATION MOTION FOR FILING	0.40	376.00
01/09/25	DED	CONFER WITH A. MILLIARESSIS RE UPCOMING FILINGS (0.2); REVIEW, PREPARE, FILE AND SERVE ADMIN FEE MOTION (0.5); REVIEW, PREPARE, FILE AND SERVE OCP MOTION (0.5)	1.20	480.00
01/30/25	FRY	EMAILS WITH BDO RE VERITA INVOICES	0.20	188.00

FEE EMPLOYMENT

41.40 31,773.50

<u>DATE</u>	<u>INITIALS</u>	<u>Description</u>	<u>HOURS</u>	<u>AMOUNT</u>
12/22/24	ADM	REVIEW PRO HAC APPLICATIONS FOR FILING (X6) (0.5); CORRESPONDENCE TO DEBEVOISE TEAM RE: SAME (0.1); CORRESPONDENCE WITH CS TEAM RE: SAME (0.1)	0.70	455.00
12/23/24	FRY	CALL WITH BDO RE PROFESSIONAL RETAINERS	0.20	188.00
12/26/24	FRY	CONFER WITH CO-COUNSEL RE OCP MOTION	0.20	188.00
12/26/24	ADM	DRAFT AND REVISE OCP MOTION	2.50	1,625.00
12/27/24	FRY	REVIEW AND COMMENT ON OCP MOTION	0.90	846.00
12/27/24	ADM	REVIEW AND REVISE OCP MOTION	1.40	910.00
12/27/24	MDS	TELEPHONE FROM N. LABOVITZ AND M. GOODMAN RE: DP RETENTION	0.70	1,102.50
12/27/24	MDS	REVIEW RETENTION AGREEMENT	0.60	945.00
12/29/24	ADM	REVISE OCP MOTION RE: F. YUDKIN COMMENTS	0.30	195.00
12/30/24	FRY	EMAILS TO/FROM COURT RE APPOINTMENT OF CLAIMS AGENT	0.20	188.00
12/30/24	ADM	FINALIZE OCP MOTION (0.2); FINALIZE DRAFT ADMIN FEE MOTION (0.2); CORRESPONDENCE TO F. YUDKIN RE: SAME (0.1); CIRCULATE TO CO-COUNSEL (0.1)	0.60	390.00
12/31/24	FRY	CONFER WITH CO-COUNSEL RE RETENTION AND RELATED SECOND DAY ISSUES	0.50	470.00
01/02/25	ADM	REVIEW CORRESPONDENCE RE: OCP MOTION	0.10	65.00
01/03/25	FRY	CALL WITH CLIENT RE RETENTION OF ORDINARY COURSE PROFESSIONALS	0.50	470.00
01/03/25	ADM	CALL WITH FELICE RE: OCPS (0.1); CORRESPONDENCE RE: SAME (0.1); CALL WITH CLIENT (0.5)	0.70	455.00
01/06/25	FRY	INITIAL REVIEW OF BDO RETENTION APPLICATION	0.40	376.00
01/06/25	FRY	EMAILS WITH CO-COUNSEL RE RETENTION ISSUES	0.20	188.00
01/06/25	FRY	REVIEW REVISIONS TO OCP MOTION	0.30	282.00
01/06/25	ADM	REVIEW CORRESPONDENCE AND REVISIONS TO OCP MOTION (0.3); CORRESPONDENCE TO F. YUDKIN RE SAME (0.1); CORRESPONDENCE TO CO-COUNSEL (0.1)	0.50	325.00
01/06/25	ADM	REVIEW BDO RETENTION APP (0.2); CONFER WITH F. YUDKIN RE: SAME (0.1)	0.30	195.00
01/07/25	FRY	DRAFT AND REVISE CS RETENTION APPLICATION	1.40	1,316.00

<u>DATE</u>	<u>INITIALS</u>	<u>Description</u>	<u>HOURS</u>	<u>AMOUNT</u>
01/07/25	FRY	REVIEW AND COMMENT ON VERITA RETENTION APPLICATION	0.90	846.00
01/07/25	FRY	REVIEW AND REVISE BDO RETENTION APPLICATION	1.10	1,034.00
01/07/25	FRY	EMAILS TO/FROM CLIENT RE ORDINARY COURSE PROFESSIONAL RETENTION	0.40	376.00
01/07/25	ADM	REVIEW OCP LIST AND REVISE MOTION	0.30	195.00
01/07/25	ADM	REVIEW AND ANALYZE REQUIRED DISCLOSURES RE: CS RETENTION (0.8); PREPARE RETENTION APPLICATION (2.3)	3.10	2,015.00
01/08/25	FRY	REVIEW REVISED OCP MOTION	0.40	376.00
01/08/25	FRY	EMAILS TO/FROM CLIENT RE OCP RETENTION	0.20	188.00
01/08/25	FRY	CONFER WITH UST RE RETENTION AND RELATED ISSUES	0.30	282.00
01/08/25	ADM	FURTHER REVISE OCP MOTION (0.3); CALL WITH F. YUDKIN RE: SAME (0.1); CORRESPONDENCE TO CO-COUNSEL (0.1)	0.50	325.00
01/08/25	ADM	FURTHER REVISE OCP MOTION (0.4); CORRESPONDENCE TO/FROM CO-COUNSEL RE: SAME (0.1) EMAIL TO CLIENT RE: SAME (0.1)	0.60	390.00
01/08/25	ADM	REVIEW AND REVISE CS RETENTION APP (0.3); CORRESPONDENCE TO CO-COUNSEL RE: SAME (0.1)	0.40	260.00
01/09/25	FRY	FINAL REVIEW AND COMMENT ON OCP RETENTION MOTION	0.50	470.00
01/09/25	ADM	REVIEW AND ANALYZE ADDITIONAL PARTIES RE: REQUIRED DISCLOSURES (0.3); CIRCULATE SAME TO FIRM (0.1)	0.40	260.00
01/09/25	ADM	CORRESPONDENCE WITH CLIENT RE: UPDATE TO OCPS	0.10	65.00
01/09/25	ADM	REVIEW AND ANALYZE CS DISCLOSURE MATTERS	0.40	260.00
01/09/25	ADM	REVIEW AND FINALIZE OCP MOTION FOR FILING (0.3); COORDINATE FILING AND SERVICE WITH D. DELEHANTY (0.2)	0.50	325.00
01/10/25	FRY	REVIEW CO-COUNSEL COMMENTS TO RETENTION APPLICATION	0.40	376.00
01/10/25	ADM	REVIEW CO-COUNSEL COMMENTS TO CS RETENTION APP (0.2); REVIEW UST GUIDELINES WRT SAME (0.2); CORRESPONDENCE OT CO-COUNSEL (0.1)	0.50	325.00
01/13/25	ADM	REVIEW PHV APP FOR FILING (0.2); CORRESPONDENCE WITH CO-COUNSEL RE: SAME (0.1); COORDINATE FILING AND SERVICE WITH D. DELEHANTY (0.1)	0.40	260.00
01/13/25	DED	REVIEW, PREPARE, FILE AND SERVICE PRO HAC APPLICATION, CERTIFICATIONS IN SUPPORT AND PROPOSED ORDER FOR E. WEISGERBER	0.50	200.00
01/15/25	ADM	REVISE RETENTION APPLICATION RE: CO-COUNSEL COMMENTS AND REQUIRED DISCLOSURES (0.4); CIRCULATE UPDATED DRAFT AND COORDINATE RE: FILING (0.1); CALL WITH F. YUDKIN RE: SAME (0.1)	0.60	390.00
01/15/25	ADM	REVIEW REVISED BDO APPLICATION (0.3); CORRESPONDENCE RE: SAME (0.1)	0.40	260.00
01/22/25	FRY	REVIEW AND COMMENT ON DEBEVOISE RETENTION APPLICATION	0.80	752.00
01/22/25	ADM	REVIEW DEBEVOISE RETENTION APPLICATION	0.30	195.00
01/23/25	FRY	CONFER WITH CO-COUNSEL RE RETENTION PAPERS	0.20	188.00
01/23/25	ADM	REVIEW AND FINALIZE CS RETENTION (0.2), BDO RETENTION (0.2), AND VERITA RETENTION (0.2); CIRCULATE TO F. YUDKIN FOR SUBMISSION TO CLIENT (0.1)	0.70	455.00

<u>DATE</u>	<u>INITIALS</u>	<u>Description</u>	<u>HOURS</u>	<u>AMOUNT</u>
01/23/25	ADM	REVIEW AND REVISE CS RETENTION APP CONSISTENT WITH DEBEVOISE COMMENTS (0.4); REVIEW BDO RETENTION APP (0.2); REVIEW VERITA RETENTION APP (0.2)	0.80	520.00
01/24/25	FRY	ADDRESS ISSUES RE RETENTION PAPERS WITH CO-COUNSEL AND CLIENT	0.70	658.00
01/25/25	ADM	REVISE BDO APPLICATION PER CLIENT COMMENTS (0.3); REVISE VERITA APPLICATION (0.2); CORRESPONDENCE TO F. YUDKIN RE: SAME (0.1); CORRESPONDENCE TO BDO RE: SAME (0.2); CORRESPONDENCE TO VERITA RE SAME (0.2); CORRESPONDENCE FROM/TO CO-COUNSEL RE: FORMS (0.2)	1.20	780.00
01/27/25	ADM	FURTHER REVISE VERITA (0.2) AND BDO (0.2) RETENTION APPS; CORRESPONDENCE TO C. DE COURCEY RE: SAME (0.1)	0.50	325.00
01/27/25	ADM	PREPARE FINAL COMPILED VERSION OF BDO RETENTION APPLICATION (0.6), VERITA RETENTION APPLICATION (0.7); AND CS RETENTION APPLICATION (0.6); CORRESPONDENCE TO DEBEVOISE RE: FINALIZED APPLICATIONS (0.1); FURTHER REVISE APPLICATION PER DEBEVOISE COMMENTS (0.4)	2.40	1,560.00
01/27/25	ADM	CORRESPONDENCE WITH CO-COUNSEL RE: FILING RETENTION APPS (0.2); REVIEW FINAL VERSIONS FOR FILING (0.4); COORDINATE FILING AND SERVICE WITH D. DELEHANTY (0.2)	0.80	520.00
01/28/25	DED	REVIEW (0.3); PREPARE (0.3); FILE AND SERVE COLE SCHOTZ, DEBEVOISE, VERITA AND BDO USA RETENTION APPLICATIONS (0.4)	1.00	400.00
01/29/25	RTJ	REVIEW COMMENTS, EMAIL AND EDITS FROM UST TO RETENTION APPLICATIONS	0.60	540.00
01/29/25	FRY	ADDRESS RETENTION RELATED ISSUES	0.40	376.00
01/29/25	FRY	REVIEW UST QUESTIONS RE RETENTION PAPERS	0.40	376.00
01/29/25	ADM	CONFER WITH F. YUDKIN RE: UST DISCLOSURE INQUIRIES (0.3); REVIEW AND RESEARCH ISSUES RE: DISCLOSURES (0.9)	1.20	780.00
01/30/25	FRY	CONFER WITH CO-COUNSEL RE UST COMMENTS TO RETENTION	0.20	188.00
01/30/25	FRY	EMAILS TO/FROM BDO RE UST COMMENTS TO RETENTION	0.20	188.00
01/30/25	FRY	REVIEW UST COMMENTS TO VERITA RETENTION (.2); EMAIL TO VERITA RE SAME (.1)	0.30	282.00
01/30/25	FRY	DRAFT AND REVISE RESPONSE TO UST RE RETENTION INQUIRIES	0.50	470.00
01/30/25	FRY	CONFER WITH UST RE RETENTION INQUIRY	0.20	188.00
01/30/25	ADM	REVIEW OUTSTANDING DISCLOSURE ISSUES AND PREPARE RESPONSE TO UST INQUIRY (0.7); PREPARE PILLOWTEX ANALYSIS (0.4); CONFER WITH F. YUDKIN RE: SAME (0.1); REVISE RESPONSE TO UST (0.2)	1.40	910.00
01/31/25	FRY	ADDRESS UST COMMENTS TO PROFESSIONAL RETENTIONS	0.50	470.00
FINANCING			49.30	54,536.50

<u>DATE</u>	<u>INITIALS</u>	<u>Description</u>	<u>HOURS</u>	<u>AMOUNT</u>
12/22/24	WAW	REVIEW REVISED DIP CREDIT AGREEMENT	0.70	875.00
12/22/24	WAW	REVIEW REVISED AND UPDATED DIP BUDGET	0.30	375.00

<u>DATE</u>	<u>INITIALS</u>	<u>Description</u>	<u>HOURS</u>	<u>AMOUNT</u>
12/23/24	MDS	REVIEW EMAILS RE BDO UPDATED FINANCIALS	1.60	2,520.00
12/23/24	WAU	REVIEW EMAILS RE DIP FUNDING	0.10	125.00
12/24/24	MDS	CONFERENCE WITH ATTORNEY/CO-COUNSEL RE: REVISIONS TO DIP ORDER	0.40	630.00
12/24/24	MDS	REVIEW REVISIONS TO DIP ORDER	0.60	945.00
12/24/24	FRY	CONFER WITH CO-COUNSEL RE AMENDED FINAL DIP ORDER (.2); EMAILS WITH CO-COUNSEL RE SAME (.2)	0.40	376.00
12/26/24	MDS	REVIEW REVISED DIP ORDER	0.50	787.50
01/01/25	RTJ	REVIEW CORRESPONDENCE RE: DIP MOTION (0.2); REVIEW DIP MOTION (1.0)	1.20	1,080.00
01/02/25	RTJ	CONFERENCE CALL RE: DIP MOTION WITH DP LAWYERS	0.80	720.00
01/02/25	RTJ	REVIEW DIP ORDER (0.6); PREPARE FOR CALL WITH DP (0.3)	0.90	810.00
01/02/25	RTJ	REVIEW LIMITED RESPONSE BY BMP	0.60	540.00
01/02/25	RTJ	REVIEW DIP CREDIT AGREEMENT	1.20	1,080.00
01/02/25	ADM	REVIEW DIP ORDER AND NOTICE FOR FILING (0.3); CALL WITH E. WORKENKLEIN RE: SAME (0.2); REVIEW FURTHER REVISED NOTICE (0.1); REVIEW FINALIZED NOTICE FOR FILING (0.2); CORRESPONDENCE TO CO-COUNSEL RE: SAME (0.1)	0.90	585.00
01/02/25	DED	REVIEW, PREPARE, FILE AND SERVE NOTICE OF REVISED DIP ORDER	0.50	200.00
01/02/25	MDS	REVIEW DIP DOCUMENTS - FINAL VERSION AND NOTICE	0.60	945.00
01/02/25	MDS	TELEPHONE FROM ATTORNEY/CO-COUNSEL RE: DIP	1.00	1,575.00
01/02/25	FRY	CONFER WITH CO-COUNSEL RE PREPARATION FOR FINAL DIP HEARING	0.80	752.00
01/02/25	FRY	REVIEW REVISED DIP ORDER AND NOTICE OF FILING OF SAME	0.50	470.00
01/03/25	RTJ	REVIEW DIP BUDGET AND REPORTING (0.5); REVIEW CORRESPONDENCE RE: DIP (0.2)	0.70	630.00
01/03/25	MDS	REVIEW DIP RELATED EMAILS	0.60	945.00
01/03/25	MDS	REVIEW BUDGET VS ACTUAL BDO REPORT	0.50	787.50
01/06/25	MDS	REVIEW REVISED STIPULATION ON FINANCIAL REPORTING	0.40	630.00
01/06/25	MDS	CONFERENCE WITH ATTORNEY/CO-COUNSEL F. YUDKIN RE: DIP ISSUES	0.50	787.50
01/06/25	FRY	REVIEW REVISED STIPULATION RE REPORTING TO BMLP	0.40	376.00
01/08/25	MDS	REVIEW DIP ISSUES	0.50	787.50
01/09/25	RTJ	REVIEW DISCOVERY SERVED IN CONNECTION WITH DIP FINANCING	1.10	990.00
01/09/25	WAU	REVIEW DISCOVERY SERVED IN CONNECTION WITH FINAL DIP HEARING AND EMAILS RE: SAME	0.50	625.00
01/09/25	FRY	REVIEW NOTICES OF DEPOSITION AND REQUESTS FOR DOCUMENTS RE DIP HEARING	0.50	470.00
01/09/25	FRY	EMAILS TO/FROM CO-COUNSEL RE DOCUMENT REQUESTS RE DIP FINANCING	0.20	188.00
01/10/25	WAU	CONFERENCE CALL WITH CLIENTS AND ADVISORS RE: DIP DISCOVERY AND RELATED ISSUES	0.80	1,000.00
01/10/25	FRY	CALL WITH CO-COUNSEL, BDO AND CLIENT RE DOCUMENT REQUESTS ON DIP	0.80	752.00

<u>DATE</u>	<u>INITIALS</u>	<u>Description</u>	<u>HOURS</u>	<u>AMOUNT</u>
01/10/25	FRY	REVIEW MULTIPLE EMAILS RE CONTESTED DISCOVERY RE DIP MOTION	0.40	376.00
01/10/25	FRY	CALL WITH CO-COUNSEL RE DOCUMENT REQUESTS	0.50	470.00
01/12/25	FRY	MULTIPLE EMAILS WITH CO-COUNSEL RE DOCUMENT REQUESTS ON DIP	0.30	282.00
01/12/25	FRY	CALL WITH CO-COUNSEL AND BDO RE DOCUMENT REQUESTS ON DIP FINANCING (.3); FOLLOW UP CALL WITH CO-COUNSEL RE SAME (.2)	0.50	470.00
01/13/25	FRY	REVIEW AND COMMENT ON PROTECTIVE ORDER RE DIP FINANCING DOCUMENT PRODUCTION	0.60	564.00
01/13/25	FRY	MULTIPLE EMAILS WITH CO-COUNSEL AND ADVERSARY RE DOCUMENT REQUESTS FOR FINANCING	0.30	282.00
01/13/25	FRY	MEET AND CONFER WITH BMLP RE DISCOVERY REQUESTS	1.00	940.00
01/13/25	WAU	REVIEW SUBPOENA SERVED ON DIP LENDER AND EMAILS RE: SAME	0.40	500.00
01/13/25	WAU	MEET AND CONFER CALL WITH JUDGMENT CREDITOR RE: DIP AND DISCOVERY ISSUES	1.00	1,250.00
01/13/25	WAU	REVIEW REVISIONS TO PROTECTIVE ORDER/STIPULATION RE: DIP DISCOVERY (0.2); REVIEW EMAILS TO COURT RE: DISCOVERY CONFERENCE (0.2)	0.40	500.00
01/14/25	FRY	CONFER WITH CO-COUNSEL AND COUNSEL FOR CSEC RE DOCUMENT PRODUCTIONS RE DIP	1.00	940.00
01/14/25	WAU	CONFERENCE CALL WITH CLIENT TEAM RE: DIP DISCOVERY	1.00	1,250.00
01/14/25	WAU	CONFERENCE WITH CO-COUNSEL RE: DISCOVERY/DIP ISSUES	0.30	375.00
01/14/25	FRY	EMAILS TO/FROM COUNSEL FOR BMLP RE DISCOVERY ISSUES ON DIP MOTION	0.20	188.00
01/15/25	WAU	REVIEW AND RESPOND TO SEVERAL EMAILS RE: DISCOVERY ISSUES RELATING TO JUDGMENT CREDITOR AND DIP HEARING	0.40	500.00
01/15/25	WAU	REVIEW AND COMMENT ON WRITTEN RESPONSES TO DOCUMENT DEMANDS FOR DIP DISCOVERY	0.40	500.00
01/15/25	FRY	CONFER WITH CO-COUNSEL RE LETTER TO COURT RE DISCOVERY DISPUTE ON DIP DOCUMENTS	0.30	282.00
01/15/25	FRY	REVIEW REVISED RESPONSES AND OBJECTION RE DIP FINANCING DOCUMENTS	0.40	376.00
01/15/25	FRY	REVIEW AND COMMENT ON RESPONSE TO DISCOVERY REQUESTS	0.50	470.00
01/15/25	FRY	REVIEW EMAIL TO CLIENT RE DIP DOCUMENT REQUESTS	0.20	188.00
01/16/25	WAU	REVIEW LETTERS TO COURT RE: PENDING DIP DISCOVERY DISPUTES	0.80	1,000.00
01/16/25	WAU	MEET AND CONFER CALL WITH DIP OBJECTOR RE: DISCOVERY ISSUES	1.00	1,250.00
01/16/25	WAU	REVIEW AND RESPOND TO MULTIPLE EMAILS RE: DIP DISCOVERY AND SCHEDULING	0.70	875.00
01/16/25	MDS	REVIEW AND COMMENT ON NEW DIP TIME-LINE	0.50	787.50
01/16/25	FRY	PARTICIPATE IN MEET AND CONFER RE DISCOVERY DISPUTE AND FOLLOW UP RE SAME	1.00	940.00
01/16/25	FRY	CONFERENCES WITH CO-COUNSEL RE LETTER TO JUDGE RE DISCOVERY DISPUTE ON DIP	0.50	470.00

<u>DATE</u>	<u>INITIALS</u>	<u>Description</u>	<u>HOURS</u>	<u>AMOUNT</u>
01/17/25	WAU	COURT CALLS RE: DISCOVERY DISPUTES REGARDING CONTESTED DIP MOTION	1.50	1,875.00
01/17/25	FRY	PARTICIPATE IN DISCOVERY CONFERENCE RE DIP HEARING	1.50	1,410.00
01/17/25	FRY	FOLLOW UP CONFERENCES WITH CO-COUNSEL RE DOCUMENT PRODUCTIONS	0.40	376.00
01/18/25	WAU	REVIEW AND COMMENT ON COMPETING VERSIONS OF PROTECTIVE ORDER WITH JUDGMENT CREDITOR RE: DIP DISCOVERY	0.70	875.00
01/18/25	WAU	REVIEW AND RESPOND TO NUMEROUS EMAILS RE: DIP DISCOVERY	0.40	500.00
01/18/25	FRY	REVIEW BMLP REVISIONS TO PROTECTIVE ORDER	0.40	376.00
01/19/25	WAU	REVIEW AND COMMENT/REVISED VERSIONS OF DIP DISCOVERY PROTECTIVE ORDER	0.60	750.00
01/19/25	FRY	REVIEW REVISED PROTECTIVE ORDER (.3); EMAIL TO CO-COUNSEL RE SAME (.1)	0.40	376.00
01/20/25	WAU	REVIEW AND RESPOND TO SEVERAL EMAILS RE: PROTECTIVE ORDER OPEN ISSUES RE: DIP DISCOVERY AND STATUS OF DOCUMENT PRODUCTIONS	0.80	1,000.00
01/20/25	FRY	REVIEW MULTIPLE EMAIL EXCHANGES RE DISCOVERY DISPUTE ON DIP FINANCING	0.40	376.00
01/21/25	DED	REVIEW STIPULATION AND PROTECTIVE ORDER AND DRAFT APPLICATION IN LIEU OF MOTION AND CIRCULATE SAME TO TEAM FOR REVIEW (1.0); REVIEW, PREPARE, FILE AND SERVE SAME (0.4); DRAFT AND SEND PROPOSED STIPULATION TO CHAMBERS FOR ENTRY OF SAME (0.2)	1.60	640.00
01/21/25	WAU	REVIEW SEVERAL EMAILS RE: PROTECTIVE ORDER/DIP DISCOVERY ISSUES AND OPEN ISSUES	0.50	625.00
01/21/25	WAU	CONFERENCE WITH E. WIESBERGER RE: DIP DISCOVERY STRATEGY AND PROTECTIVE ORDER	0.20	250.00
01/22/25	WAU	REVIEW SEVERAL EMAILS RE: DIP DISCOVERY AND RELATED ISSUES	0.20	250.00
01/22/25	WAU	CONFERENCE CALL WITH CO-COUNSEL RE: DIP DISCOVERY	0.30	375.00
01/22/25	FRY	CONFERENCE WITH COURT RE DOCUMENT REQUESTS FOR DIP	0.50	470.00
01/23/25	WAU	REVIEW EMAILS RE: DIP MOTION DISCOVERY AND SEARCH TERMS	0.10	125.00
01/27/25	WAU	REVIEW MULTIPLE EMAILS RE: DIP DISCOVERY ISSUES AND DOCUMENT/DEPOSITIONS	0.60	750.00
01/29/25	WAU	MEET AND CONFER WITH DIP LENDER AND JUDGMENT CREDITOR RE: DIP DISCOVERY	0.50	625.00
01/29/25	FRY	CONFERENCE WITH COURT RE DEPOSITIONS ON DIP FINANCING	0.70	658.00
01/30/25	WAU	REVIEW AND RESPOND TO EMAILS RE: DIP DISCOVERY AND RELATED ISSUES	0.60	750.00
01/31/25	WAU	REVIEW EMAILS RE: DIP DISCOVERY AND SCHEDULING OF DEPOSITIONS	0.20	250.00
01/31/25	FRY	MULTIPLE EMAILS RE DISCOVERY ON DIP	0.50	470.00
LITIGATION			38.10	47,939.50
<u>DATE</u>	<u>INITIALS</u>	<u>Description</u>	<u>HOURS</u>	<u>AMOUNT</u>

<u>DATE</u>	<u>INITIALS</u>	<u>Description</u>	<u>HOURS</u>	<u>AMOUNT</u>
01/10/25	MDS	REVIEW EMAILS TO JUDGE RE DISCOVERY DISPUTE	0.30	472.50
01/10/25	MDS	REVIEW EMAILS RE DISCOVERY DISPUTE	0.40	630.00
01/12/25	WAU	REVIEW DRAFT STIPULATION AND PROTECTIVE ORDER FOR DISCOVERY AND EMAILS RE: SAME	0.40	500.00
01/12/25	WAU	REVIEW AND RESPOND TO SEVERAL EMAILS RE: BMLP DISCOVERY AND RELATED ISSUES (0.2); REVIEW DISCOVERY MATERIALS (0.5)	0.70	875.00
01/13/25	RTJ	REVIEW ADVERSARY DOCUMENTS AND PLEADINGS	0.50	450.00
01/13/25	MDS	REVIEW EMAILS WITH COURT AND CONFERENCE WITH CO-COUNSEL	0.40	630.00
01/14/25	WAU	REVIEW JUDGMENT CREDITOR COMMENTS TO PROTECTIVE ORDER AND EMAILS RE: SAME	0.40	500.00
01/14/25	WAU	REVIEW DEPOSITION NOTICES FROM JUDGMENT CREDITOR AND EMAILS RE: SAME	0.20	250.00
01/14/25	WAU	OUTLINE ISSUES TO BE ADDRESSED IN DISCOVERY DISPUTE LETTER	0.40	500.00
01/14/25	MDS	REVIEW DISCOVERY EMAILS	0.30	472.50
01/15/25	WAU	CONFERENCE WITH CO-COUNSEL AND BDO RE: DISCOVERY ISSUES	0.30	375.00
01/15/25	MDS	REVIEW RESPONSE AND OBJECTION TO DISCOVERY	0.90	1,417.50
01/15/25	MDS	CORRESP. TO ATTORNEY/CO-COUNSEL D&P RE: LETTER TO COURT	0.30	472.50
01/16/25	ADM	CORRESPONDENCE WITH CS/DEBEVOISE TEAM RE: LETTER (0.2); REVIEW REVISED LETTER RE CONFERENCE (0.2); SUBMIT SAME TO CHAMBERS (0.2)	0.60	390.00
01/16/25	ADM	CALL WITH F. YUDKIN RE: DISCOVERY LETTER (0.1); REVIEW DRAFT OF SAME (0.2)	0.30	195.00
01/16/25	MDS	CONFERENCE WITH ATTORNEY/CO-COUNSEL F. YUDKIN RE: DISCOVERY DISPUTE	0.20	315.00
01/16/25	MDS	REVIEW DISCOVERY LETTERS	0.60	945.00
01/16/25	MDS	CORRESP. TO ATTORNEY/CO-COUNSEL RE: LETTER TO COURT RE DISCOVERY	0.30	472.50
01/16/25	MDS	REVIEW THEISEN RESPONSIVE EMAIL RE DISCOVERY ISSUES	0.20	315.00
01/16/25	MDS	REVIEW LETTER TO COURT RE DISCOVERY	0.50	787.50
01/17/25	MDS	REVIEW COMPETING LETTERS TO COURT	0.60	945.00
01/17/25	MDS	REVIEW DISCOVERY RE COMPETING CONFIDENTIALITY ORDER	0.60	945.00
01/19/25	ADM	REVIEW ONGOING CORRESPONDENCE RE: PO	0.30	195.00
01/19/25	WAU	REVIEW AND RESPOND TO SEVERAL EMAILS RE: PROTECTIVE ORDER OPEN ISSUES AND STRATEGY RE: SAME	0.80	1,000.00
01/19/25	MDS	REVIEW REVISED DISCOVERY ORDERS/EMAILS	0.60	945.00
01/20/25	ADM	REVIEW AND CONSIDER ONGOING CORRESPONDENCE RE: PROTECTIVE ORDER DRAFT	0.20	130.00
01/21/25	WAU	REVIEW EMAILS RE: JUDGMENT CREDITOR COMMENTS RE: DOCUMENT DEMAND RESPONSES AND SEARCH TERMS	0.10	125.00
01/21/25	MDS	REVIEW EMAILS RE: DISCOVERY ORDER	1.60	2,520.00
01/21/25	FRY	DRAFT AND REVISE APPLICATION IN LIEU RE PROTECTIVE ORDER	0.50	470.00

<u>DATE</u>	<u>INITIALS</u>	<u>Description</u>	<u>HOURS</u>	<u>AMOUNT</u>
01/21/25	FRY	CALL WITH COUNSEL FOR AFFILIATES RE SUBPOENAS	0.30	282.00
01/22/25	MDS	CONFERENCE WITH ATTORNEY/CO-COUNSEL AND F. YUDKIN RE: DISCOVERY DISPUTE	0.30	472.50
01/22/25	MDS	REVIEW COMPETING LETTERS TO JUDGE GRAVELLE	0.40	630.00
01/23/25	RTJ	REVIEW EXAMINER MOTION, DECLARATION AND SUPPORTING EXHIBITS / DOCUMENTS	1.70	1,530.00
01/23/25	FRY	REVIEW MOTION TO APPOINT EXAMINER	0.70	658.00
01/23/25	WAU	REVIEW MOTION TO APPOINT AN EXAMINER	1.20	1,500.00
01/23/25	WAU	EMAILS RE: EXAMINER MOTION SCHEDULING AND STRATEGY	0.20	250.00
01/23/25	MDS	INTERNAL EMAILS RE EXAMINER MOTION	0.60	945.00
01/23/25	MDS	REVIEW EXAMINER MOTION AND DECLARATION AND INTERNAL CONFERENCE	1.80	2,835.00
01/24/25	FRY	CALL WITH CO-COUNSEL RE DISCOVERY ISSUES	0.50	470.00
01/24/25	WAU	CONFERENCE CALL RE: JUDGMENT CREDITOR DISCOVERY AND RELATED ISSUES	0.60	750.00
01/24/25	WAU	REVIEW AND RESPOND TO SEVERAL EMAILS RE: JUDGMENT CREDITOR DISCOVERY AND TIMING AND STRATEGY	0.20	250.00
01/24/25	MDS	REVIEW COMPETING DISCOVERY ISSUES	0.60	945.00
01/27/25	WAU	REVIEW DOCUMENTS AND DEPOSITION NOTICES/PREPARE FOR PARTY DEPOSITIONS	0.80	1,000.00
01/28/25	WAU	ATTEND DEPOSITION PREPARATION FOR ELIZABETH ABRAMS	3.70	4,625.00
01/28/25	WAU	ATTEND DEPOSITION PREPARATION FOR EVAN BLUM	3.00	3,750.00
01/29/25	RTJ	REVIEW CORRESPONDENCE RE: CCA DISCOVERY DISPUTES	0.20	180.00
01/29/25	ADM	CALL WITH E. WORKENKLEIN RE: DISCOVERY AND EXAMINER ISSUES (0.7); CALL WITH F. YUDKIN RE: SAME (0.1); RESEARCH RE: EXAMINER PRECEDENT (0.7)	1.50	975.00
01/29/25	MDS	COURT CONFERENCE WITH ATTORNEY/CO-COUNSEL AND W. USATINE RE: DEPOSITIONS	0.50	787.50
01/29/25	MDS	REVIEW EMAILS RE DISCOVERY DISPUTE/DEPOSITIONS	0.60	945.00
01/29/25	FRY	CONFERENCE WITH CO-COUNSEL RE MOTION TO APPOINT EXAMINER	0.40	376.00
01/29/25	WAU	REVIEW EMAILS RE: CANCELLATION OF E. ABRAMS/E. BLUM DEPOSITIONS AND NOTES FOR COURT CONFERENCE CALL RE: SAME	0.60	750.00
01/29/25	WAU	CONFERENCE WITH GIBBONS RE: E. ABRAMS DEPOSITION	0.20	250.00
01/29/25	WAU	REVIEW DRAFT DISCOVERY PLEADINGS AND EMAILS RE: SAME	0.40	500.00
01/29/25	WAU	ATTEND COURT CONFERENCE CALL RE: E. ABRAMS DEPOSITION	0.50	625.00
01/30/25	MDS	REVIEW DISCOVERY DISPUTE EXCHANGES	0.70	1,102.50
01/31/25	RTJ	REVIEW DOCUMENT DISCOVERY (0.5); REVIEW CORRESPONDENCE (0.2); LEGAL RESEARCH RE: SAME (0.5)	1.20	1,080.00
01/31/25	RTJ	CONFERENCE WITH DEBEVOISE TEAM RE: DISCOVERY CALL	0.40	360.00
01/31/25	WAU	REVIEW RULE 2004 SUBPOENAS TO THIRD PARTIES BY JUDGMENT CREDITOR AND EMAILS RE: SAME	0.40	500.00
01/31/25	FRY	REVIEW SUBPOENAS TO SURETIES	0.40	376.00
MEETING OF CREDITORS			0.50	470.00

<u>DATE</u>	<u>INITIALS</u>	<u>Description</u>	<u>HOURS</u>	<u>AMOUNT</u>
12/23/24	FRY	EMAILS TO/FROM UST RE SCHEDULING OF MEETING OF CREDITORS	0.20	188.00
12/26/24	FRY	EMAILS TO/FROM CLIENT AND UST RE SCHEDULING OF 341	0.30	282.00

NON-WORKING TRAVEL TIME **1.50** **937.50**

<u>DATE</u>	<u>INITIALS</u>	<u>Description</u>	<u>HOURS</u>	<u>AMOUNT</u>
01/29/25	WAU	TRAVEL ROUND TRIP TO NEWARK FOR E. ABRAMS DEPOSITION	1.50	937.50

RELIEF FROM STAY **5.00** **3,865.00**

<u>DATE</u>	<u>INITIALS</u>	<u>Description</u>	<u>HOURS</u>	<u>AMOUNT</u>
12/23/24	ADM	REVIEW ENTRY OF ORDER SHORTENING TIME RE: STAY RELIEF MOTION (0.1); COORDINATE SERVICE WITH VERITA (0.1)	0.20	130.00
12/26/24	FRY	ADDRESS MULTIPLE ISSUES RE STAY RELIEF APPLICATION	0.60	564.00
12/26/24	FRY	TELEPHONE FROM UST RE COMMENTS TO STAY RELIEF ORDER	0.20	188.00
12/26/24	FRY	REVIEW REVISED STAY RELIEF ORDER AND COMMENT RE SAME	0.40	376.00
12/26/24	DED	DRAFT NOTICE OF REVISED ORDER RE RELIEF FROM STAY MOTION (0.5); REVIEW, PREPARE, FILE AND SERVE SAME (0.4); REVIEW, PREPARE, FILE AND SERVE NOTICE OF FURTHER REVISED ORDER RE RELIEF FROM STAY (0.4); DRAFT AND SEND EMAIL TO CHAMBERS REQUESTING ENTRY OF SAME (0.2)	1.50	600.00
12/26/24	ADM	CONFER WITH D. DELEHANTY, F. YUDKIN AND CO-COUNSEL RE: FURTHER REVISED RFS ORDER (0.1) ; CALL WITH D. DELEHANTY RE: SAME (0.1)	0.20	130.00
12/26/24	ADM	CALL WITH F. YUDKIN RE: STAY RELIEF (0.1); PREPARE NOTICE OF REVISED ORDER (0.3); CORRESPONDENCE TO UST RE: SAME (0.2); CIRCULATE DRAFT NOTICE TO CO-COUNSEL AND CORRESPOND RE: SAME (0.2); REVISE NOTICE AND CIRCULATE TO D. DELEHANTY FOR FILING (0.2)	1.00	650.00
12/26/24	MDS	REVIEW BMLP'S COMMENTS TO STAY ORDER	0.60	945.00
12/27/24	FRY	REVIEW RESPONSE RE STAY RELIEF MOTION	0.30	282.00

REPORTING **17.50** **15,774.00**

<u>DATE</u>	<u>INITIALS</u>	<u>Description</u>	<u>HOURS</u>	<u>AMOUNT</u>
12/23/24	FRY	CALL WITH CLIENT AND BDO RE INSURANCE OBLIGATIONS TO UST	0.40	376.00
12/23/24	FRY	CALL WITH BDO AND CLIENT TEAM RE FINANCIAL REPORTING REQUIREMENTS IN BANKRUPTCY	0.90	846.00
12/27/24	FRY	EMAILS RE SCHEDULING OF INITIAL DEBTOR INTERVIEW	0.20	188.00
12/27/24	FRY	MULTIPLE EMAILS WITH CLIENT, BDO AND UST RE SCHEDULING OF IDI AND DILIGENCE REQUESTS	0.50	470.00
01/02/25	FRY	CONFER WITH BDO RE INITIAL DEBTOR INTERVIEW REQUESTS (.4); EMAIL TO UST RE INSURANCE CERTIFICATE (.1)	0.50	470.00

<u>DATE</u>	<u>INITIALS</u>	<u>Description</u>	<u>HOURS</u>	<u>AMOUNT</u>
01/02/25	FRY	CONFER WITH BDO AND VERITA RE PREPARATION OF SCHEDULES AND SOFA (.3); FOLLOW UP CALL WITH CO-COUNSEL RE SAME (.2)	0.50	470.00
01/03/25	FRY	EMAIL FROM UST RE REQUEST ON INSURANCE CERTIFICATE	0.20	188.00
01/06/25	FRY	EMAIL TO UST RE WORKERS COMPENSATION INSURANCE CERTIFICATE	0.20	188.00
01/07/25	FRY	CALL WITH BDO RE INFORMATION FOR UST FOR IDI	0.30	282.00
01/09/25	FRY	REVIEW LIST OF EXECUTORY CONTRACTS FOR SCHEDULES	0.30	282.00
01/09/25	FRY	CALL WITH BDO AND VERITA RE PREPARATION OF SCHEDULES AND SOFA	0.40	376.00
01/16/25	FRY	REVIEW EMAILS RE SCHEDULES AND SOFA	0.40	376.00
01/17/25	FRY	REVIEW AND COMMENT ON MONTHLY OPERATING REPORT	0.50	470.00
01/22/25	FRY	CALL WITH BDO AND CO-COUNSEL RE IDI	1.00	940.00
01/22/25	FRY	CONFERENCE WITH CLIENT, CO-COUNSEL AND BDO RE INITIAL DEBTOR INTERVIEW	0.50	470.00
01/23/25	FRY	PARTICIPATE IN IDI WITH UST	0.50	470.00
01/23/25	FRY	REVIEW FOLLOW UP INFORMATION FROM UST RE IDI	0.20	188.00
01/23/25	FRY	REVIEW DRAFT SCHEDULES AND SOFA AND PROVIDE COMMENTS TO SAME	1.90	1,786.00
01/24/25	FRY	CALL WITH VERITA AND BDO RE SCHEDULES AND SOFA	0.50	470.00
01/24/25	FRY	REVIEW OF REVISED SCHEDULES AND SOFA	1.50	1,410.00
01/27/25	ADM	CORRESPONDENCE WITH CO-COUNSEL AND CLIENT RE: SCHEDULES AND SOFAS FILING (0.3); REVIEW SAME FOR FILING (0.4); CORRESPONDENCE RE: CORRECTED VERSIONS (0.2); REVIEW REVISED VERSIONS FOR FILING (0.3); COORDINATE FILING AND SERVICE WITH D. DELEHANTY (0.2)	1.40	910.00
01/27/25	FRY	CONTINUED REVIEW OF ADDITIONAL REVISIONS TO SCHEDULES AND SOFA	0.40	376.00
01/27/25	FRY	REVIEW OF REVISED SCHEDULES AND SOFA (.7); CONFER WITH CO-COUNSEL AND BDO RE SAME (.4)	1.10	1,034.00
01/27/25	FRY	CALL WITH CLIENT AND BDO RE SCHEDULES AND SOFA	1.00	940.00
01/28/25	DED	REVIEW, PREPARE, FILE AND SERVE SCHEDULE AND SOFA FOR DEBTORS	0.50	200.00
01/29/25	FRY	EMAILS TO/FROM BDO RE FOLLOW UP REQUESTS FROM IDI	0.30	282.00
01/30/25	FRY	EMAILS TO/FROM BDO AND CO-COUNSEL RE 2015.3 STATEMENT	0.40	376.00
01/31/25	FRY	REVIEW FOLLOW UP EMAIL FOR UST RE IDI (.4); EMAIL TO UST RE SAME (.2)	0.60	564.00
01/31/25	FRY	CALL WITH BDO RE FORM 426	0.40	376.00
TOTAL HOURS			200.60	

PROFESSIONAL SERVICES:

\$190,982.50

TIMEKEEPER SUMMARY

<u>NAME</u>	<u>TIMEKEEPER TITLE</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
Andreas D. Milliaressis	Associate	44.60	650.00	28,990.00
Danielle E. Delehanty	Paralegal	21.50	400.00	8,600.00
Felice R. Yudkin	Member	59.00	940.00	55,460.00
Frances Pisano	Paralegal	0.50	400.00	200.00
Michael D. Sirota	Member	28.60	1,575.00	45,045.00
Ryan T. Jareck	Member	12.50	900.00	11,250.00
Warren A. Usatine	Member	32.40	1,250.00	40,500.00
Warren A. Usatine	Member	1.50	625.00	937.50
Total		200.60		\$190,982.50

COST DETAIL

<u>DATE</u>	<u>Description</u>	<u>QUANTITY</u>	<u>AMOUNT</u>
12/22/24	COURT FEES	2.00	0.20
12/22/24	COURT FEES	7.00	0.70
12/22/24	COURT FEES	30.00	3.00
12/22/24	COURT FEES	16.00	1.60
12/22/24	COURT FEES	5.00	0.50
12/22/24	FILING FEES	1.00	199.00
12/22/24	COURT FEES	15.00	1.50
12/22/24	COURT FEES	14.00	1.40
12/22/24	COURT FEES	8.00	0.80
12/22/24	COURT FEES	2.00	0.20
12/22/24	COURT FEES	2.00	0.20
12/22/24	COURT FEES	30.00	3.00
12/22/24	COURT FEES	6.00	0.60
12/22/24	COURT FEES	7.00	0.70
12/22/24	COURT FEES	2.00	0.20
12/22/24	COURT FEES	2.00	0.20
12/22/24	COURT FEES	30.00	3.00
12/22/24	COURT FEES	6.00	0.60
12/22/24	COURT FEES	23.00	2.30
12/22/24	COURT FEES	5.00	0.50
12/22/24	COURT FEES	30.00	3.00
12/22/24	COURT FEES	2.00	0.20
12/22/24	COURT FEES	7.00	0.70
12/22/24	COURT FEES	7.00	0.70
12/22/24	COURT FEES	30.00	3.00
12/23/24	COURT FEES	3.00	0.30
12/23/24	COURT FEES	1.00	0.10
12/23/24	COURT FEES	4.00	0.40
12/26/24	COURT FEES	2.00	0.20

<u>DATE</u>	<u>Description</u>	<u>QUANTITY</u>	<u>AMOUNT</u>
12/26/24	COURT FEES	2.00	0.20
12/26/24	COURT FEES	15.00	1.50
12/26/24	COURT FEES	15.00	1.50
12/26/24	COURT FEES	6.00	0.60
12/26/24	COURT FEES	7.00	0.70
12/30/24	COURT FEES	1.00	0.10
12/30/24	COURT FEES	8.00	0.80
01/02/25	COURT FEES	2.00	0.20
01/02/25	COURT FEES	30.00	3.00
01/02/25	COURT FEES	9.00	0.90
01/02/25	COURT FEES	3.00	0.30
01/07/25	PHOTOCOPY /PRINTING/ SCANNING	47.00	9.40
01/10/25	COURT FEES	2.00	0.20
01/21/25	COURT FEES	10.00	1.00
01/21/25	COURT FEES	3.00	0.30
01/23/25	COURT FEES	28.00	2.80
01/27/25	Parking CCA - deposition	1.00	16.00
Total			\$268.30

COST SUMMARY

<u>Description</u>	<u>AMOUNT</u>
COURT FEES	43.90
TRAVEL- MILEAGE/TOLLS	16.00
PHOTOCOPYING / PRINTING / SCANNING	9.40
FILING FEES	199.00
TOTAL COSTS	\$268.30

TOTAL SERVICES AND COSTS: \$ 191,250.80