

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

ATTORNEY MONTHLY FEE STATEMENT COVER SHEET
FOR THE PERIOD FEBRUARY 1, 2025 THROUGH FEBRUARY 28, 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 03/21/2025
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.



SECTION I FEE SUMMARY

Summary of Amounts Requested for the Period
February 1, 2025 through February 28, 2025 (the “**Compensation Period**”)

Fee Total	\$178,484.00
Disbursement Total	\$3,654.40
Total Fees Plus Disbursements	\$182,138.40

Summary of Amounts Requested for Previous Periods

Total Previous Fees and Expenses Requested:	\$191,250.80
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	18.70	\$1,575.00	\$29,452.50
Warren A. Usatine Member	1995	38.90	\$1,250.00	\$48,625.00
Warren A. Usatine Member	1995	1.10	\$625.00 (travel)	\$687.50
Felice R. Yudkin Member	2005	47.80	\$940.00	\$44,932.00
Felice R. Yudkin Member	2005	2.60	\$470.00 (travel)	\$1,222.00
Ryan T. Jareck Member	2008	14.90	\$900.00	\$13,410.00
Andreas D. Milliaressis Associate	2016	41.10	\$650.00	\$26,715.00
Danielle E. Delehanty Paralegal	n/a	32.70	\$400.00	\$13,080.00
Frances Pisano Paralegal	n/a	0.90	\$400.00	\$360.00
TOTALS	n/a	198.70	n/a	\$178,484.00

<p>SECTION II SUMMARY OF SERVICES</p>

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	17.90	\$9,290.00
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	19.10	\$10,149.00
Fee Employment	8.90	\$6,587.00
Fee Objections	0.00	\$0.00
Financing	38.50	\$39,322.00
Litigation	97.70	\$100,112.50
Meetings of Creditors	6.40	\$6,066.00
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	2.10	\$1,452.00
Reporting	4.10	\$3,314.00
Tax Issues	0.30	\$282.00
Valuation	0.00	\$0.00
Non-Working Travel	3.70	\$1,909.50
SERVICES TOTALS	198.70	\$178,484.00

**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	\$0.00
Outside Reproduction	\$0.00
Outside Research	\$0.00
Filing Fees	\$0.00
Court Fees	\$0.00
Court Reporting	\$861.40
Travel	\$0.00
Delivery Services / Federal Express	\$0.00
Postage	\$0.00
Other (Interpreter Fees)	\$2,793.00
DISBURSEMENTS TOTAL	\$3,654.40

**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 prepared for and attended the second day hearing.
 - (b) The Applicant prepared for and attended the meeting of creditors conducted pursuant to section 341 of the Bankruptcy Code.
 - (c) The Applicant negotiated with various constituents, including the Office of the United States Trustee, in connection with relief requested, and assisted in achieving consensual resolutions of pending motions and retention applications.
 - (d) The Applicant assisted co-counsel in addressing issues related to the Debtor's motion for debtor-in-possession financing and related discovery.
 - (e) The Applicant assisted co-counsel in addressing issues related to BML Properties, Ltd.'s motion to appoint an examiner.
 - (f) The Applicant advised co-counsel and the Debtor and assisted in preparation for the hearing regarding the contested motion for debtor-in-possession financing and the examiner motion. In connection with these motions, the Applicant assisted in developing a strategy, addressing discovery requests and preparing for the hearing.
 - (g) The Applicant prepared and filed its monthly fee statement. The Applicant also assisted the Debtor's other retained professionals in preparing and filing their monthly fee statements.
 - (h) The Applicant provided legal advice to the Debtor and co-counsel regarding local rules, practice, and procedure.
 - (i) The Applicant tended to others matters concerning administration of these Chapter 11 cases as requested by the Debtor and co-counsel, including reviewing and filing the monthly operating report.

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.

- (j) 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 second 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

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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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

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



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

—
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

 COLF SCHOTZ P.C.

James McMahon, Esq.
October 14, 2024
Page 2

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

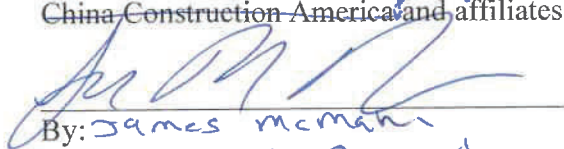
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Attachment

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 depository 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: March 19, 2025
Invoice Number: 1001668
Matter Number: 68594-0001

Re: CHAPTER 11 REORG. - DEBTOR

FOR PROFESSIONAL SERVICES THROUGH FEBRUARY 28, 2025

CASE ADMINISTRATION			17.90	9,290.00
DATE	INITIALS	Description	HOURS	AMOUNT
02/05/25	FRY	EMAILS TO/FROM CO-COUNSEL AND ADVERSARY RE INTERPRETER FOR DIP HEARING	0.20	188.00
02/05/25	DED	REVIEW DOCKET (0.3) AND UPDATE INTERNAL CALENDAR WITH ALL CRITICAL DEADLINES, HEARING DATES AND ADJOURNMENTS AND CIRCULATE SAME TO TEAM (0.7)	1.00	400.00
02/06/25	DED	EMAILS WITH VERITEXT AND CS TEAM RE REQUEST FOR MANDARIN INTERPRETER AND PROVIDE DETAILS FOR SAME (0.6) DRAFT NOTICE OF AGENDA FOR SECOND DAY HEARING AND CIRCULATE SAME TO TEAM (2.9)	3.50	1,400.00
02/06/25	ADM	CORRESPONDENCE RE: INTERPRETER FOR SECOND DAY HEARING	0.20	130.00
02/07/25	FRY	EMAILS TO/FROM CO-COUNSEL RE LOGISTICS FOR SECOND DAY HEARING	0.20	188.00
02/07/25	DED	REVIEW, PREPARE, FILE AND SERVE M. MAASS PRO HAC APPLICATION, DECLARATION IN SUPPORT AND PROPOSED ORDER (0.8); UPDATE NOTICE OF AGENDA WITH RECENT FILINGS AND ZOOM INFORMATION (0.8)	1.60	640.00
02/11/25	FRY	REVIEW AND COMMENT ON NOTICE OF AGENDA	0.30	282.00
02/11/25	DED	CONTINUALLY UPDATE AGENDA WITH RECENT RELEVANT FILINGS	1.00	400.00
02/11/25	ADM	CONFER WITH D. DELEHANTY RE: AGENDA (0.2); REVIEW AND REVISE AGENDA (1.3); CORRESPONDENCE TO CO-COUNSEL RE: SAME (0.1)	1.60	1,040.00
02/11/25	ADM	CORRESPONDENCE TO VERITA RE: SERVICE	0.10	65.00
02/11/25	ADM	REVISE AGENDA PER CO-COUNSEL COMMENTS	0.60	390.00
02/12/25	FRY	REVIEW AMENDED AGENDA	0.40	376.00
02/12/25	DED	UPDATE NOTICE OF AGENDA WITH ALL RECENT RELEVANT FILINGS AND CIRCULATE SAME TO TEAM (0.6); REVIEW, PREPARE, FILE AND SERVE NOTICE OF AGENDA (0.6); CALLS WITH DP AND CHAMBERS RE HEARING PREP (0.5)	1.70	680.00
02/12/25	ADM	REVISE HEARING AGENDA (1.2); CONFER WITH CO-COUNSEL RE: SAME (0.2)	1.40	910.00

Re: CHAPTER 11 REORG. - DEBTOR
 Client/Matter No. 68594-0001

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<u>DATE</u>	<u>INITIALS</u>	<u>Description</u>	<u>HOURS</u>	<u>AMOUNT</u>
02/13/25	DED	CALLS WITH CLERKS OFFICE RE EXHIBIT TO BE RESTRICTED ON DOCKET REGARDING 02.13.25 WITNESS AND EXHIBIT LIST (0.3); CONFER WITH VERITA RE SAME AND HAVE SAME REMOVED FROM CASE WEBSITE (0.2)	0.50	200.00
02/14/25	FRY	REVIEW REVISED ORDERS FOR SUBMISSION TO CHAMBERS	0.60	564.00
02/14/25	DED	EMAILS WITH TEAM AND T. GRIBBENS REGARDING REQUEST FOR 02.13.25 HEARING TRANSCRIPT (0.3); COORDINATE PAYMENT FOR SAME (0.2)	0.50	200.00
02/19/25	DED	REVIEW DOCKET (0.2) AND UPDATE INTERNAL CALENDAR WITH ALL CRITICAL DEADLINES, HEARING DATES AND ADJOURNMENTS AND CIRCULATE SAME TO TEAM (0.4)	0.60	240.00
02/20/25	DED	REVIEW, PREPARE AND FILE MASTER SERVICE LIST AND CIRCULATE FILED COPY TO VERITA	0.30	120.00
02/25/25	FRY	ADDRESS LOGISTICS RE MARCH 5 OMNIBUS HEARING DATE	0.30	282.00
02/26/25	DED	REVIEW DOCKET (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
02/26/25	ADM	CORRESPONDENCE FROM/TO COURT RE: UPCOMING HEARING (0.1); PREPARE CLAIMS AGENT SITE UPDATE RE HEARING AND CORRESPONDENCE TO VERITA RE SAME (0.2)	0.30	195.00

FEE APPLICATION PREPARATION **19.10** **10,149.00**

<u>DATE</u>	<u>INITIALS</u>	<u>Description</u>	<u>HOURS</u>	<u>AMOUNT</u>
02/03/25	DED	BEGIN DRAFTING FIRST MONTHLY FEE STATEMENT FOR DEC-JAN	1.70	680.00
02/04/25	DED	REVIEW DECEMBER-JANUARY INVOICE FOR REDACTIONS AND PRIVILEGE AND EDIT SAME	2.50	1,000.00
02/06/25	DED	UPDATE FIRST MONTHLY FEE STATEMENT AND CIRCULATE SAME FOR REVIEW	1.50	600.00
02/06/25	ADM	CORRESPONDENCE WITH D. DELEHANTY RE: FIRST MONTHLY FEE STATEMENT	0.10	65.00
02/14/25	DED	REVIEW AND EDIT INTERIM COMPENSATION PROPOSED ORDER AND CIRCULATE SAME TO TEAM	0.20	80.00
02/15/25	ADM	REVIEW AND REVISE INVOICE WITH ATTENTION TO PRIVILEGE AND REDACTION	0.90	585.00
02/17/25	FRY	REVIEW INVOICE FOR PRIVILEGE AND REDACTION	0.60	564.00
02/19/25	DED	REVIEW INVOICE FOR REDACTIONS AND PRIVILEGE INFORMATION AND EDIT SAME	2.50	1,000.00
02/20/25	DED	CONTINUE REVIEW OF INVOICE FOR REDACTIONS AND PRIVILEGE INFORMATION AND EDIT SAME (0.5); UPDATE 1ST MONTHLY FEE STATEMENT WITH FINAL FEE AND EXPENSE AMOUNTS AND CIRCULATE SAME TO TEAM (1.0)	1.50	600.00
02/20/25	ADM	CALL WITH E. WORENKLEIN RE: MONTHLY FEE STATEMENTS (0.2); CORRESPONDENCE TO BDO RE: SAME (0.1); PREPARE AND SEND SAMPLE FORM TO E. WORENKLEIN (0.2)	0.50	325.00

Re: CHAPTER 11 REORG. - DEBTOR
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<u>DATE</u>	<u>INITIALS</u>	<u>Description</u>	<u>HOURS</u>	<u>AMOUNT</u>
02/20/25	ADM	REVIEW REVISE INVOICE RE: PRIVILEGE AND REDACTION	0.40	260.00
02/23/25	ADM	REVISE AND REVISE FIRST MONTHLY FEE STATEMENT (0.7); CORRESPONDENCE TO F. YUDKIN RE: SAME (0.1)	0.80	520.00
02/24/25	FRY	DRAFT AND REVISE MONTHLY FEE STATEMENT	0.50	470.00
02/24/25	FRY	MULTIPLE EMAILS WITH BDO RE PREPARATION OF FIRST MONTHLY FEE STATEMENT	0.30	282.00
02/24/25	DED	EDIT INVOICE AND EMAILS WITH ACCOUNTING AND A. MILLIARESSIS RE SAME	0.30	120.00
02/25/25	FRY	REVIEW AND COMMENT ON BDO FEE STATEMENT	0.40	376.00
02/25/25	DED	REVIEW, PREPARE, FILE AND SERVE COLE SCHOTZ 1ST MONTHLY FEE STATEMENT	0.40	160.00
02/25/25	ADM	REVIEW BDO MONTHLY FEE STATEMENT AND PROVIDE COMMENTS TO BDO (0.6); CORRESPONDENCE WITH F. YUDKIN AND BDO RE: SAME (0.2); REVIEW REVISED VERSION OF SAME (0.2); COORDINATE FILING AND SERVICE WITH F. PISANO (0.1)	1.10	715.00
02/25/25	ADM	FINALIZE CS FEE STATEMENT FOR FILING (0.7); COORDINATE FILING AND SERVICE WITH D. DELEHANTY (0.1); CORRESPONDENCE WITH DEBEVOISE AND BDO RE: BDO FEE STATEMENT (0.2)	1.00	650.00
02/25/25	FP	PREPARE AND EFILE BDO DECEMBER 2024/JANUARY 2025 MFS (.30); COORDINATE SERVICE EMAILS (.20)	0.50	200.00
02/26/25	FRY	REVIEW AND COMMENT ON VERITA FEE STATEMENT	0.30	282.00
02/26/25	DED	REVIEW, PREPARE, FILE AND SERVE VERITA'S JANUARY MONTHLY FEE STATEMENT	0.40	160.00
02/26/25	ADM	REVIEW VERITA MFS (0.4); CORRESPONDENCE TO VERITA AND F. YUDKIN RE: SAME (0.1); COORDINATE FILING AND SERVICE WITH D. DELEHANTY (0.2)	0.70	455.00

FEE EMPLOYMENT **8.90** **6,587.00**

<u>DATE</u>	<u>INITIALS</u>	<u>Description</u>	<u>HOURS</u>	<u>AMOUNT</u>
02/03/25	FRY	ADDRESS RETENTION ISSUES	0.30	282.00
02/04/25	FRY	REVIEW BDO RESPONSE RE RETENTION (.2); EMAILS WITH UST RE SAME (.1)	0.30	282.00
02/04/25	FRY	ADDRESS REVISIONS TO RETENTION ORDERS AND SUBMISSION RE SAME	0.50	470.00
02/04/25	FRY	CONFER WITH BDO RE UST COMMENTS TO RETENTION ORDER	0.20	188.00
02/04/25	ADM	PREPARE REVISED VERITA ORDER AND REDLINE FOR SUBMISSION TO COURT (0.8); PREPARE CS RETENTION ORDER (0.3); COMPILE AND PREPARE DEBEVOISE RETENTION ORDER WITH REDLINE (0.3); COMPILE AND PREPARE BDO RETENTION ORDER WITH REDLINE (0.3); SUBMIT SAME TO CHAMBERS (0.2)	1.90	1,235.00

Re: CHAPTER 11 REORG. - DEBTOR
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<u>DATE</u>	<u>INITIALS</u>	<u>Description</u>	<u>HOURS</u>	<u>AMOUNT</u>
02/05/25	ADM	REVISE BDO RETENTION ORDER (0.2); RESUBMIT TO CHAMBERS (0.1); CORRESPONDENCE TO CO-COUNSEL RE: SAME (0.1)	0.40	260.00
02/06/25	ADM	CALL TO CHAMBERS RE: RETENTION ORDERS	0.10	65.00
02/07/25	RTJ	REVIEW OBJECTION TO OCP MOTION	0.30	270.00
02/11/25	FRY	REVIEW AND COMMENT ON REPLY RE CBIZ RETENTION AS OCP	0.50	470.00
02/11/25	ADM	REVIEW DRAFT OCP REPLY (0.3); CORRESPONDENCE TO CO-COUNSEL RE: FILING SAME (0.1)	0.40	260.00
02/14/25	ADM	PREPARE INTERIM COMP ORDER FOR SUBMISSION TO CHAMBERS	0.40	260.00
02/18/25	FRY	CALL WITH CO-COUNSEL RE PRO HAC PREPARATION	0.20	188.00
02/20/25	ADM	CALL WITH E. WORENKLEIN RE: OCP ORDER (0.2); PREPARE REVISED VERSION OF SAME (0.3); CORRESPONDENCE TO/FROM UST RE SAME (0.1); REVIEW AND FINALIZE, AND PREPARE REDLINE (0.4); CORRESPONDENCE TO COURT ENCLOSING SAME (0.2)	1.20	780.00
02/20/25	WAU	REVIEW EMAILS RE: OCP MOTION	0.10	125.00
02/21/25	ADM	REVIEW ENTRY OF OCP ORDER (0.2); COORDINATE SERVICE WITH VERITA (0.1); PREPARE WORD VERSIONS OF DECLARATION AND QUESTIONNAIRE (0.3); CIRCULATE TO CLIENT WITH REQUEST TO SHARE WITH OCPS (0.2)	0.80	520.00
02/24/25	FRY	REVIEW EMAILS RE RETENTION OF ORDINARY COURSE PROFESSIONALS	0.30	282.00
02/24/25	ADM	REVIEW OCP ORDER (0.2); PREPARE DRAFT CORRESPONDENCE TO OCPS (0.2); CORRESPONDENCE WITH BDO RE: SAME (0.1)	0.50	325.00
02/24/25	ADM	REVIEW OCP ORDER RE: PAYMENTS (0.2); CORRESPONDENCE FROM/TO BDO RE: SAME (0.1)	0.30	195.00
02/28/25	ADM	REVIEW DEADLINES AND CALENDAR DATES RE: OCP DECLARATIONS	0.20	130.00

FINANCING **38.50** **39,322.00**

<u>DATE</u>	<u>INITIALS</u>	<u>Description</u>	<u>HOURS</u>	<u>AMOUNT</u>
02/02/25	WAU	REVIEW PRIVILEGE LOG RE: DIP DISCOVERY	0.20	250.00
02/03/25	FRY	EMAILS TO CO-COUNSEL RE DEADLINE FOR WITNESS AND EXHIBIT LIST FOR DIP HEARING	0.20	188.00
02/04/25	FRY	EMAILS TO CO-COUNSEL RE DIP HEARING	0.20	188.00
02/07/25	ADM	CALL WITH E. WORENKLEIN RE: DIP RESEARCH (0.2); CALL WITH F. YUDKIN RE: SAME (0.1); CONDUCT RESEARCH RE DIP PLEADINGS AND CORRESPONDENCE TO CO-COUNSEL RE: SAME (1.4)	1.70	1,105.00
02/07/25	WAU	REVIEW AND RESPOND TO EMAILS WITH CO-COUNSEL RE: DIP HEARING AND EVIDENCE PRESENTATION	0.30	375.00

COLE SCHOTZ P.C.

Re: CHAPTER 11 REORG. - DEBTOR
Client/Matter No. 68594-0001

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<u>DATE</u>	<u>INITIALS</u>	<u>Description</u>	<u>HOURS</u>	<u>AMOUNT</u>
02/07/25	WAU	REVIEW BMLP'S OBJECTIONS TO DIP AND CASH MANAGEMENT MOTIONS AND SUPPORTING DECLARATIONS	1.10	1,375.00
02/07/25	FRY	CONFERENCES WITH CO-COUNSEL RE OBJECTION TO DIP FINANCING	0.40	376.00
02/07/25	FRY	REVIEW OBJECTION TO DIP FINANCING AND SUPPORTING DECLARATIONS	1.70	1,598.00
02/10/25	MDS	REVIEW RESPONSE TO BMLP DIP OBJECTIONS	0.60	945.00
02/10/25	MDS	TELEPHONE FROM ATTORNEY/CO-COUNSEL DP RE: DIP MOTION	0.30	472.50
02/10/25	WAU	CONFERENCE WITH DEBEVOISE TEAM RE: 2/13 HEARING AND STRATEGY ISSUES	0.30	375.00
02/10/25	WAU	REVIEW AND RESPOND TO NUMEROUS EMAILS RE: UPCOMING HEARING, EVIDENCE ISSUES AND STRATEGY	0.60	750.00
02/10/25	FRY	REVIEW NOTICE RE REVISION TO EXHIBITS FOR WORENKLEIN DECLARATION	0.30	282.00
02/10/25	FRY	CONFERENCE WITH CO-COUNSEL RE DIP OBJECTION	0.40	376.00
02/11/25	FRY	REVIEW AND COMMENT REVISED REPLY RE DIP FINANCING	1.20	1,128.00
02/11/25	RTJ	REVIEW DIP RESPONSE BY LENDER	0.50	450.00
02/11/25	DED	CONFER WITH A. MILLIARESSIS AND F. YUDKIN RE UPCOMING FILINGS (0.3); REVIEW, PREPARE, FILE AND SERVE DIP REPLY (0.7)	1.00	400.00
02/11/25	ADM	CORRESPONDENCE RE: FILING OF DIP AND CASH COLLATERAL REPLY (0.2); CORRESPONDENCE RE: HEARING PREPARATION (0.2)	0.40	260.00
02/11/25	ADM	REVIEW OMNIBUS REPLY RE: DIP MOTION (0.7); CORRESPONDENCE WITH CO-COUNSEL AND CS TEAM RE: FILING SAME (0.2)	0.90	585.00
02/11/25	WAU	REVIEW EMAILS RE: PROPOSALS TO RESOLVE DIP MOTION	0.20	250.00
02/11/25	WAU	EMAILS AND CALL WITH DEBTOR TEAM RE: 2/13 HEARING ISSUES AND STRATEGY	0.60	750.00
02/11/25	WAU	REVIEW DIP LENDER REPLY TO DIP OBJECTIONS	0.30	375.00
02/12/25	ADM	REVIEW FINAL DRAFT OF DIP REPLY FOR FILING (0.5); CORRESPONDENCE WITH CO-COUNSEL RE: SAME (0.2); COORDINATE REVISION, FILING AND SERVICE WITH D. DELEHANTY AND VERITA (0.4)	1.10	715.00
02/12/25	ADM	REVIEW AND FINALIZE ABRAMS DECLARATION FOR FILING (0.5); REVIEW AND FINALIZE BLUM DECLARATION FOR FILING (0.4); REVIEW AND FINALIZE WEI DECLARATION FOR FILING (0.3); COORDINATE FILING WITH D. DELEHANTY (0.2)	1.40	910.00
02/12/25	FRY	REVIEW DECLARATIONS RE FINAL DIP HEARING	1.50	1,410.00
02/12/25	DED	EMAILS WITH CS AND DP TEAMS RE DECLARATIONS IN SUPPORT OF DIP, CASH MANAGEMENT AND FIRST DAY PLEADINGS (0.5); REVIEW, PREPARE AND FILE ABRAMS, BLUM AND WEI DECLARATIONS (1.5)	2.00	800.00
02/12/25	WAU	REVIEW EMAILS RE: PROPOSALS TO RESOLVE DIP MOTION	0.20	250.00

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<u>DATE</u>	<u>INITIALS</u>	<u>Description</u>	<u>HOURS</u>	<u>AMOUNT</u>
02/12/25	FRY	REVIEW DOCUMENTS IN PREPARATION FOR HEARING ON DIP	1.40	1,316.00
02/13/25	ADM	LIMITED RESEARCH RE: CASE CITATIONS FOR DIP HEARING (0.4); CORRESPONDENCE TO CO-COUNSEL RE: SAME (0.1)	0.50	325.00
02/13/25	MDS	CONFERENCE WITH ATTORNEY/CO-COUNSEL F. YUDKIN RE: DIP HEARING	0.50	787.50
02/13/25	MDS	ATTEND DIP/EXAMINER HEARING (VIRTUAL) (PARTIAL)	7.00	11,025.00
02/13/25	FRY	MEETING WITH CO-COUNSEL RE DIP HEARING	1.00	940.00
02/13/25	FRY	ATTEND CONTESTED DIP HEARING (IN PERSON)	8.50	7,990.00
LITIGATION			97.70	100,112.50

<u>DATE</u>	<u>INITIALS</u>	<u>Description</u>	<u>HOURS</u>	<u>AMOUNT</u>
02/02/25	FRY	CONFER WITH CO-COUNSEL RE SUBPOENAS ON SURETIES	0.40	376.00
02/02/25	WAU	MEETING WITH DEBTOR TEAM RE: RULE 2004 SUBPOENAS AND RELATED DISCOVERY ISSUES	0.40	500.00
02/03/25	MDS	REVIEW RESPONSE ON EVIDENTIARY HEARING PROCEDURE	0.20	315.00
02/03/25	WAU	ATTEND DEPOSITION OF ELIZABETH ABRAMS	5.60	7,000.00
02/04/25	RTJ	CONFERENCE WITH INTERNAL TEAM RE: DIP AND EXAMINER	0.50	450.00
02/04/25	WAU	ATTEND (REMOTELY) DEPOSITION OF EVAN BLUM	6.60	8,250.00
02/04/25	FRY	CONFER WITH CO-COUNSEL RE EXAMINER MOTION	0.50	470.00
02/05/25	ADM	CORRESPONDENCE RE: EVIDENCE RELATED TO EXAMINER MOTION (0.2); CALL WITH F. YUDKIN RE: SAME (0.2)	0.40	260.00
02/05/25	WAU	CONFERENCE WITH ATTORNEY/CO-COUNSEL F. YUDKIN RE: EXAMINER MOTION AND EVIDENTIARY ISSUES	0.20	250.00
02/05/25	WAU	JICHAO XU'S DEPOSITION (REMOTE ATTENDANCE)	4.50	5,625.00
02/05/25	WAU	EMAILS WITH CO-COUNSEL RE: EVIDENTIARY ISSUES	0.30	375.00
02/05/25	MDS	REVIEW OBJECTION TO EXAMINER MOTION	0.90	1,417.50
02/05/25	MDS	REVIEW EMAIL ON EVIDENTIARY ISSUES AND RESPOND	0.40	630.00
02/05/25	FRY	MULTIPLE EMAILS/CONFERENCES WITH CO-COUNSEL RE EVIDENTIARY ISSUES IN ADVANCE OF CONTESTED HEARING	0.50	470.00
02/05/25	FRY	MULTIPLE CONFERENCES WITH CO-COUNSEL RE OBJECTION TO EXAMINER MOTION	0.50	470.00
02/06/25	RTJ	REVIEW AND RESPOND TO CORRESPONDENCE RE: EXAMINER	0.30	270.00
02/06/25	RTJ	REVIEW AND WORK ON OBJECTION TO EXAMINER MOTION	1.80	1,620.00
02/06/25	RTJ	REVIEW CORRESPONDENCE RE: DISCOVERY	0.50	450.00
02/06/25	RTJ	CONFERENCE WITH DP TEAM RE: EXAMINER RESPONSE	0.50	450.00
02/06/25	RTJ	CONFERENCE WITH CLIENT RE: EXAMINER RESPONSE	0.30	270.00
02/06/25	ADM	CORRESPONDENCE WITH DEBEVOISE TEAM RE RESPONSE TO EXAMINER MOTION (0.6); REVIEW DRAFT OF SAME (0.9); REVIEW SAMPLE MOTION TO SEAL (0.3); CORRESPONDENCE TO DEBEVOISE RE SAME (0.2); FINALIZE OBJECTION FOR FILING (0.2); COORDINATE FILING WITH D. DELEHANTY (0.2)	2.40	1,560.00
02/06/25	RTJ	LEGAL RESEARCH RE: EXAMINER MOTION	1.20	1,080.00

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<u>DATE</u>	<u>INITIALS</u>	<u>Description</u>	<u>HOURS</u>	<u>AMOUNT</u>
02/06/25	DED	EMAILS AND CONFER WITH CS AND DP TEAMS RE UPCOMING FILINGS (0.8) REVIEW, PREPARE, FILE AND SERVE EXAMINER OBJECTION AND WORENKLEIN DECLARATION IN SUPPORT OF SAME (1.2)	2.00	800.00
02/06/25	MDS	REVISE REPLY TO EXAMINER MOTION (0.4); AND CORRESP. TO ATTORNEY/CO-COUNSEL F. YUDKIN RE SAME (0.2)	0.60	945.00
02/06/25	FRY	MULTIPLE CONFERENCES WITH CO-COUNSEL RE EVIDENTIARY ISSUES FOR EXAMINER MOTION	0.50	470.00
02/06/25	FRY	CONFERENCE WITH CO-COUNSEL RE COMMENTS TO EXAMINER OBJECTION	0.50	470.00
02/06/25	FRY	REVIEW AND REVISE EXAMINER MOTION	1.50	1,410.00
02/06/25	FRY	REVIEW REVISED OBJECTION TO EXAMINER MOTION	1.10	1,034.00
02/06/25	FRY	REVIEW DECLARATION RE EXAMINER OBJECTION	0.40	376.00
02/06/25	WAU	REVIEW AND COMMENT ON OBJECTION TO EXAMINER MOTION AND REVIEW AND RESPOND TO EMAILS RE: SAME	1.20	1,500.00
02/06/25	WAU	REVIEW CSCEC HOLDING STATEMENT IN CONNECTION WITH EXAMINER MOTION	0.30	375.00
02/07/25	RTJ	REVIEW OBJECTIONS FILED BY BMLP	1.80	1,620.00
02/07/25	RTJ	REVIEW OBJECTION FROM BMLP AND SUPPORTING DOCUMENTS	1.20	1,080.00
02/07/25	ADM	CORRESPONDENCE WITH DEBEVOISE RE OBJECTION TO EXAMINER MOTION AND DECLARATION (0.4); REVIEW DECLARATION FOR FILING (0.8); COORDINATE FILING AND SERVICE WITH D. DELEHANTY (0.3); REVIEW FILED VERSION AND CORRESPONDENCE RE: SERVICE (0.3)	1.80	1,170.00
02/07/25	ADM	CALL WITH F. YUDKIN RE: EXAMINER MOTION HEARING	0.20	130.00
02/07/25	MDS	REVIEW BMLP'S OMNIBUS OBJECTION	0.50	787.50
02/07/25	MDS	REVIEW A. BEHLMANN SUBMISSION - EXAMINER MOTION	0.20	315.00
02/08/25	ADM	REVIEW SAMPLE W/E LISTS (0.2); CORRESPONDENCE TO CO-COUNSEL RE: SAME (0.1)	0.30	195.00
02/09/25	ADM	REVIEW PRECEDENT RE: W/E LIST (0.2); CORRESPONDENCE FROM/TO CO-COUNSEL RE: SAME (0.1)	0.30	195.00
02/09/25	ADM	ADDITIONAL RESEARCH RE: DIP REPLY PRECEDENT (0.5); CORRESPONDENCE FROM/TO CO-COUNSEL RE: SAME (0.1)	0.60	390.00
02/10/25	ADM	FINALIZE W/E LIST FOR FILING (0.2); COORDINATE AND REVIEW DOWNLOAD OF ALL EXHIBITS (0.7); COORDINATE FILING WITH D. DELEHANTY (0.3); CALL WITH CO-COUNSEL RE: FILING (X2) (0.2)	1.40	910.00
02/10/25	ADM	CORRESPONDENCE WITH CO-COUNSEL RE: W/E FILING (0.2); CORRESPONDENCE WITH CS TEAM RE: SAME (0.2); REVIEW MOTION TO SEAL (0.4); REVIEW APPLICATION TO SHORTEN TIME (0.3); REVIEW W/E LIST (0.3); CONFER WITH F. YUDKIN RE: SAME (0.2); CORRESPONDENCE TO/FROM CO-COUNSEL RE: SAME (0.2)	1.80	1,170.00
02/10/25	ADM	REVIEW COMPLEX PROCEDURES RE: W/E LIST (0.1); CORRESPONDENCE FROM/TO CO-COUNSEL RE: SAME (0.1)	0.20	130.00

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<u>DATE</u>	<u>INITIALS</u>	<u>Description</u>	<u>HOURS</u>	<u>AMOUNT</u>
02/10/25	DED	REVIEW, PREPARE, FILE AND SERVE NOTICE OF CORRECT EXHIBIT TO E. WORENKLEIN DECLARATION IN SUPPORT OF DEBTORS BMLP OBJECTION (0.5); REVIEW AND PREPARE WITNESS AND EXHIBIT LIST INCLUDING 37 EXHIBITS FOR FILING AND FILE AND SERVE SAME (1.0); REVIEW, PREPARE AND FILE MOTION TO SEAL CERTAIN EXHIBITS FOR 2.13.24 HEARING (0.5); UPLOAD SEALED EXHIBITS RE SAME (0.4); REVIEW, PREPARE, FILE AND SERVE APPLICATION TO SHORTEN TIME RE MOTION TO SEAL (0.5)	2.90	1,160.00
02/10/25	WAU	REVIEW UST STATEMENT RE: EXAMINER MOTION AND EMAILS RE: SAME	0.20	250.00
02/10/25	WAU	REVIEW EMAILS RE: EXHIBIT AND WITNESS LIST AND CONFIDENTIALITY ISSUES	0.40	500.00
02/10/25	WAU	REVIEW MOTION TO SEAL AND DRAFT WITNESS AND EXHIBIT LISTS (0.6); REVIEW EXHIBITS SUBJECT TO SEALING MOTION (0.5)	1.10	1,375.00
02/10/25	MDS	REVIEW BMLP REPLY TO EXAMINER MOTION	0.70	1,102.50
02/10/25	MDS	CONFERENCE WITH ATTORNEY/CO-COUNSEL RE: EXAMINER AND DIP MOTION	0.70	1,102.50
02/10/25	FRY	REVIEW AND COMMENT ON APP TO SHORTEN RE SEALING MOTION	0.40	376.00
02/10/25	FRY	MULTIPLE EMAILS WITH CO-COUNSEL RE PREPARATION OF WITNESS AND EXHIBIT LIST	0.40	376.00
02/10/25	FRY	REVIEW AND COMMENT ON MOTION TO SEAL RE EXHIBIT LIST	0.60	564.00
02/10/25	FRY	REVIEW REPLY ON EXAMINER OBJECTION	0.60	564.00
02/10/25	FRY	REVIEW AND REVISE WITNESS AND EXHIBIT LIST	1.50	1,410.00
02/11/25	RTJ	REVIEW DOCUMENTS AND PLEADINGS RE: EXAMINER AND DIP MOTION	1.40	1,260.00
02/11/25	ADM	REVIEW FINAL VERSIONS OF MOTION TO SEAL AND APPLICATION TO SHORTEN TIME (0.3); COORDINATE FILING AND SERVICE WITH D. DELEHANTY (0.3); CORRESPONDENCE RE: SERVICE (0.1)	0.70	455.00
02/11/25	RTJ	REVIEW RECENTLY FILED PLEADINGS IN PREPARATION FOR HEARING	1.20	1,080.00
02/11/25	DED	EMAIL CHAMBERS REQUESTING ENTRY OF ORDER SHORTENING TIME RE MOTION TO SEAL AND COORDINATE SERVICE OF ENTERED ORDER	0.40	160.00
02/11/25	WAU	REVIEW BMLP REPLY RE: EXAMINER MOTION OBJECTION	0.40	500.00
02/11/25	WAU	REVIEW DRAFT DIRECT EXAM DECLARATIONS AND EMAILS RE: SAME	0.40	500.00
02/11/25	MDS	REVIEW REPLY TO BMLP OMNIBUS OBJECTION	0.80	1,260.00
02/11/25	FRY	CALL WITH ADVERSARY AND DIP LENDER COUNSEL RE EVIDENTIARY HEARING	0.40	376.00
02/11/25	FRY	ADDRESS EVIDENTIARY ISSUES RE DIP AND EXAMINER HEARING	0.60	564.00

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<u>DATE</u>	<u>INITIALS</u>	<u>Description</u>	<u>HOURS</u>	<u>AMOUNT</u>
02/12/25	RTJ	REVIEW DECLARATION AND DIRECT TESTIMONY RE EXAMINER MOTION	1.30	1,170.00
02/12/25	RTJ	REVIEW DEBTOR REPLY TO BMLP OBJECTIONS	1.10	990.00
02/12/25	ADM	COORDINATE MATTERS RE: HEARING (0.3); CALLS AND CORRESPONDENCE WITH CO-COUNSEL AND CS TEAM RE: SAME (0.4); ATTEND TO ISSUES RE: INADVERTENTLY FILED EXHIBIT (0.3)	1.00	650.00
02/12/25	ADM	REVIEW AND REVISE AMENDED EXHIBIT LIST (0.4); CORRESPONDENCE WITH CO-COUNSEL RE: SAME (0.2); CORRESPONDENCE AND COORDINATE WITH D. DELEHANTY RE: FILING SAME (0.4)	1.00	650.00
02/12/25	ADM	PREPARE SEALED DOCUMENTS FOR TRANSMISSION TO LOWENSTEIN (0.2); CORRESPONDENCE RE: SAME (0.1)	0.30	195.00
02/12/25	WAW	REVIEW DEBTOR'S REPLY AND ISSUE CHART	0.70	875.00
02/12/25	WAW	REVIEW REVISED WITNESS/EXHIBIT LISTS AND DIRECT EXAMINATION DECLARATIONS (0.6); PREPARE FOR HEARING INCLUDING REVIEW OF EVIDENTIARY ISSUES (0.5)	1.10	1,375.00
02/12/25	MDS	REVIEW PLEADINGS PRE-HEARING	0.60	945.00
02/13/25	WAW	REVIEW EXAMINER ISSUES AND EMAILS RE: SAME	0.20	250.00
02/13/25	WAW	ATTEND (REMOTELY) 2/13 HEARINGS ON DIP/EXAMINER/CASH MANAGEMENT	8.50	10,625.00
02/14/25	ADM	CORRESPONDENCE TO D. DELEHANTY AND M. MAASS RE: SEALED EXHIBITS	0.20	130.00
02/14/25	ADM	REVIEW FINAL VERSIONS OF FIRST DAY ORDERS INCLUDING DIP, CASH MANAGEMENT, WAGES AND INSURANCE FOR SUBMISSION TO COURT (0.6); CALL WITH E. WORENKLEIN RE: SAME (0.5); REVIEW AND REVISE SEALING ORDER (0.3); PREPARE ORDERS FOR SUBMISSION AND SUBMIT TO CHAMBERS (0.6)	2.00	1,300.00
02/14/25	RTJ	CONFERENCE WITH F. YUDKIN RE: DIP AND EXAMINER	0.50	450.00
02/14/25	DED	CALL WITH CLERKS OFFICE RE REQUEST TO RESTRICT EXHIBIT 12 ON DEBTOR'S WITNESS AND EXHIBIT LIST (0.2); DRAFT MOTION TO REDACT SAME AND CIRCULATE SAME (0.5)	0.70	280.00
02/14/25	WAW	REVIEW AND RESPOND TO EMAILS RE: EXAMINER ISSUES	0.20	250.00
02/14/25	MDS	CORRESP. TO ATTORNEY/CO-COUNSEL DP RE: EXAMINER ISSUES	0.40	630.00
02/14/25	MDS	CORRESP. TO ATTORNEY/CO-COUNSEL N. LABOVITZ RE: EXAMINER	0.30	472.50
02/17/25	WAW	CONFERENCE CALL WITH CO-COUNSEL RE: EXAMINER STRATEGY	0.50	625.00
02/17/25	MDS	TELEPHONE FROM ATTORNEY/CO-COUNSEL DP RE: EXAMINER	0.50	787.50
02/17/25	FRY	CALL WITH CO-COUNSEL RE EXAMINER APPOINTMENT	0.50	470.00

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<u>DATE</u>	<u>INITIALS</u>	<u>Description</u>	<u>HOURS</u>	<u>AMOUNT</u>
02/18/25	ADM	REVIEW JOINDER RE QUASH SUBPOENA FOR FILING (0.2); REVISE SAME AND FINALIZE FOR FILING (0.3); COORDINATE FILING WITH F. PISANO (0.1); REVISE SAME (0.1) AND COORDINATE WITH F. PISANO RE: SAME (0.1)	0.80	520.00
02/18/25	WAU	REVIEW AFFILIATED ENTITIES' JOINDER TO QUASH MOTIONS AND EMAILS RE: SAME	0.30	375.00
02/18/25	WAU	REVIEW EMAILS RE: SURETY SUBPOENAS	0.20	250.00
02/18/25	FP	PREPARE AND FILE DEBTORS JOINDER TO MOTION TO QUASH SUBPOENA AND COORDINATE SERVICE	0.40	160.00
02/18/25	MDS	REVIEW MOTION TO QUASH SUBPOENA	0.30	472.50
02/18/25	FRY	REVIEW REVISED JOINDER FOR FILING RE MOTION TO QUASH SUBPOENAS	0.20	188.00
02/18/25	FRY	REVIEW AND COMMENT ON JOINDER TO MOTION TO QUASH	0.40	376.00
02/18/25	FRY	EMAILS TO/FROM ADVERSARY RE SUBPOENAS ON SURETIES	0.30	282.00
02/19/25	ADM	LIMITED RESEARCH RE: RULE 2004 OPPOSITION	0.70	455.00
02/19/25	ADM	CORRESPONDENCE FROM/TO CO-COUNSEL RE: MOTION TO SEAL (0.1); REVIEW DOCKET AND BEGIN PREPARING SAME (0.7); CALLS WITH CHAMBERS RE: SEALING ORDER AND SEALED DOCUMENTS (X2) (.2); CALL WITH CO-COUNSEL RE: SAME (0.1); REVIEW DOCKET RE SAME AND UPDATE CO-COUNSEL (0.2)	1.30	845.00
02/19/25	WAU	REVIEW AND RESPOND TO EMAILS RE: EXAMINER MOTION AND APPOINTMENT ISSUES	0.20	250.00
02/19/25	FRY	EMAILS WITH CO-COUNSEL RE APPOINTMENT OF EXAMINER	0.20	188.00
02/19/25	FRY	RESEARCH RE MOTION TO QUASH SUBPOENA	1.50	1,410.00
02/20/25	WAU	REVIEW EMAILS RE: MEET AND CONFER AND PROPOSALS TO RESOLVE ISSUES WITH JUDGMENT CREDITOR	0.20	250.00
02/21/25	FRY	MEET AND CONFER WITH BMLP RE DISCOVERY ISSUES AND EXAMINER SCOPE	0.40	376.00
02/21/25	WAU	MEET AND CONFER CALL RE: EXAMINER AND DISCOVERY ISSUES	0.40	500.00
02/24/25	RTJ	CONFERENCE WITH F. YUDKIN RE: DISCOVERY AND EXAMINER	0.20	180.00
02/24/25	FRY	REVIEW RESPONSIVE EMAIL RE DISCOVERY AND EXAMINER APPOINTMENT	0.20	188.00
02/25/25	MDS	CORRESP. TO ATTORNEY/CO-COUNSEL N. LABOVITZ RE: INVESTIGATION	0.30	472.50
02/25/25	FRY	CONFER WITH CO-COUNSEL RE STATUS OF RESOLUTION OF EXAMINER APPOINTMENT	0.30	282.00
02/27/25	WAU	REVIEW SEVERAL EMAILS RE: MEET AND CONFER/MOTION RESOLUTION DISCUSSIONS BETWEEN DEBTOR AND JUDGMENT CREDITOR	0.50	625.00
02/27/25	MDS	REVIEW EMAILS RE EXAMINER AND 2004'S	0.70	1,102.50
02/28/25	WAU	EMAILS RE: EXAMINER DEFERRAL AND WITHDRAWAL OF 2004 SUBPOENAS	0.20	250.00

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<u>DATE</u>	<u>INITIALS</u>	<u>Description</u>	<u>HOURS</u>	<u>AMOUNT</u>
02/28/25	MDS	TELEPHONE FROM E. ABRAMS RE: INVESTIGATION	0.50	787.50
02/28/25	MDS	CONFERENCE WITH ATTORNEY/CO-COUNSEL F. YUDKIN/W. USATINE RE: INVESTIGATION	0.40	630.00
02/28/25	MDS	CONFERENCE WITH INTERNAL TEAM ON INVESTIGATION	0.80	1,260.00
02/28/25	MDS	REVIEW DISCOVERY PROPOSAL/COUNTER PROPOSAL	0.50	787.50
02/28/25	FRY	CALL WITH UST RE APPOINTMENT OF EXAMINER	0.30	282.00
02/28/25	FRY	CALL WITH CO-COUNSEL RE INVESTIGATION	0.30	282.00

MEETING OF CREDITORS **6.40 6,066.00**

<u>DATE</u>	<u>INITIALS</u>	<u>Description</u>	<u>HOURS</u>	<u>AMOUNT</u>
02/03/25	FRY	EMAILS WITH CO-COUNSEL RE MEETING OF CREDITORS	0.30	282.00
02/03/25	FRY	CONFER WITH UST RE 341 MEETING	0.20	188.00
02/05/25	FRY	CONFERENCES WITH CO-COUNSEL RE 341 MEETING	0.30	282.00
02/10/25	RTJ	REVIEW CORRESPONDENCE AND DOCUMENTS RE: 341 PLANNING	0.30	270.00
02/10/25	FRY	REVIEW AND COMMENT ON OUTLINE FOR 341	0.80	752.00
02/10/25	WAU	REVIEW EMAILS RE: SECTION 341 MEETING	0.20	250.00
02/11/25	FRY	PREPARE FOR MEETING OF CREDITORS	0.80	752.00
02/11/25	FRY	CALL WITH CLIENT AND BDO RE PREPARATION FOR 341	1.00	940.00
02/11/25	FRY	CALL WITH CO-COUNSEL AND BDO RE PREPARATION FOR 341	0.50	470.00
02/12/25	FRY	PREPARE FOR 341	0.50	470.00
02/12/25	FRY	PARTICIPATE IN MEETING OF CREDITORS	1.50	1,410.00

NON-WORKING TRAVEL TIME **3.70 1,909.50**

<u>DATE</u>	<u>INITIALS</u>	<u>Description</u>	<u>HOURS</u>	<u>AMOUNT</u>
02/03/25	WAU	TRAVEL TO NEWARK FOR DEPOSITION OF ELIZABETH ABRAMS	1.10	687.50
02/13/25	FRY	TRAVEL TO AND FROM SECOND DAY HEARING	2.60	1,222.00

RELIEF FROM STAY **2.10 1,452.00**

<u>DATE</u>	<u>INITIALS</u>	<u>Description</u>	<u>HOURS</u>	<u>AMOUNT</u>
02/26/25	ADM	CALL WITH E. WORENKLEIN RE: PLAZA STAY RELIEF MOTION (0.2); RESEARCH RE: PRECEDENT RE: SAME (0.7)	0.90	585.00
02/27/25	FRY	EMAILS TO/FROM CO-COUNSEL RE STAY RELIEF ORDER AND COMMENTS RE SAME	0.30	282.00
02/27/25	ADM	RESEARCH RE: STAY RELIEF PRECEDENT (0.6); CORRESPONDENCE TO E. WORENKLEIN RE: SAME (0.1); REVIEW DRAFT REVISED STAY ORDER (0.2)	0.90	585.00

REPORTING **4.10 3,314.00**

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<u>DATE</u>	<u>INITIALS</u>	<u>Description</u>	<u>HOURS</u>	<u>AMOUNT</u>
02/03/25	FRY	REVIEW AND COMMENT ON FORM 426	0.50	470.00
02/04/25	FRY	REVIEW REVISED FORM 426 (.3); EMAILS WITH BDO AND CO-COUNSEL RE SAME (.2)	0.50	470.00
02/05/25	DED	REVIEW, PREPARE, FILE AND SERVE NON-DEBTOR PERIODIC REPORT	0.50	200.00
02/05/25	FRY	FINALIZE FORM 426 FOR FILING	0.40	376.00
02/21/25	DED	REVIEW, PREPARE, FILE AND SERVE JANUARY 2025 MOR	0.50	200.00
02/21/25	FRY	REVIEW AND COMMENT ON MONTHLY OPERATING REPORT	0.70	658.00
02/21/25	FRY	REVIEW REVISED OPERATING REPORT FOR FILING	0.30	282.00
02/27/25	FRY	EMAIL TO/FROM UST RE MONTHLY OPERATING REPORT	0.30	282.00
02/28/25	FRY	REVIEW REVISED MOR RE BANK STATEMENTS AND INTERCOMPANY	0.40	376.00

TAX ISSUES **0.30** **282.00**

<u>DATE</u>	<u>INITIALS</u>	<u>Description</u>	<u>HOURS</u>	<u>AMOUNT</u>
02/03/25	FRY	EMAIL TO CLIENT RE IRS LETTER	0.30	282.00

TOTAL HOURS 198.70

PROFESSIONAL SERVICES: \$178,484.00

TIMEKEEPER SUMMARY

<u>NAME</u>	<u>TIMEKEEPER TITLE</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
Andreas D. Milliaressis	Associate	41.10	650.00	26,715.00
Danielle E. Delehanty	Paralegal	32.70	400.00	13,080.00
Felice R. Yudkin	Member	47.80	940.00	44,932.00
Felice R. Yudkin	Member	2.60	470.00	1,222.00
Frances Pisano	Paralegal	0.90	400.00	360.00
Michael D. Sirota	Member	18.70	1,575.00	29,452.50
Ryan T. Jareck	Member	14.90	900.00	13,410.00
Warren A. Usatine	Member	38.90	1,250.00	48,625.00
Warren A. Usatine	Member	1.10	625.00	687.50
Total		198.70		\$178,484.00

COST DETAIL

<u>DATE</u>	<u>Description</u>	<u>QUANTITY</u>	<u>AMOUNT</u>
01/22/25	TRANSCRIPTS	1.00	211.70
01/22/25	TRANSCRIPTS	1.00	204.40
01/22/25	TRANSCRIPTS	1.00	445.30

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<u>DATE</u>	<u>Description</u>	<u>QUANTITY</u>	<u>AMOUNT</u>
02/17/25	COURT CERTIFIED INTERPRETER	1.00	2,793.00
		Total	\$3,654.40

COST SUMMARY

<u>Description</u>	<u>AMOUNT</u>
TRANSCRIPTS	861.40
INTERPRETER FEES	2,793.00
TOTAL COSTS	\$3,654.40

TOTAL SERVICES AND COSTS: \$ 182,138.40