

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

ATTORNEY MONTHLY FEE STATEMENT COVER SHEET
FOR THE PERIOD MARCH 1, 2025 THROUGH MARCH 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.

<u>/s/ Michael D. Sirota</u>	<u>04/24/2025</u>
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
March 1, 2025 through March 31, 2025 (the “**Compensation Period**”)

Fee Total	\$160,034.50
Disbursement Total	\$1,980.10
Total Fees Plus Disbursements	\$162,014.60

Summary of Amounts Requested for Previous Periods

Total Previous Fees and Expenses Requested:	\$373,389.20
Total Fees and Expenses Allowed to Date:	\$0.00
Total Retainer Remaining:	\$673,573.50
Total Holdback:	\$38,196.50
Total Received by Applicant:	\$153,054.30

Name of Professional and Title	Year Admitted	Hours	Rate	Fee
Michael D. Sirota Member	1986	13.80	\$1,575.00	\$21,735.00
Warren A. Usatine Member	1995	5.10	\$1,250.00	\$6,375.00
Steven Klepper Member	1993	36.50	\$960.00	\$35,040.00
Felice R. Yudkin Member	2005	13.20	\$940.00	\$12,408.00
Jason R. Melzer Member	2001	22.80	\$875.00	\$19,950.00
Daniel J. Harris Member	2008	31.00	\$850.00	\$26,350.00
Krista L. Kulp Special Counsel	2013	12.70	\$670.00	\$8,509.00
Andreas D. Milliaressis Associate	2016	12.00	\$650.00	\$7,800.00
Pekham Pal Associate	2017	18.40	\$650.00	\$11,960.00
Amanda Cook Director of eDiscovery	N/A	1.10	\$535.00	\$588.50
Patt Feuerbach Senior eDiscovery Analyst	N/A	1.10	\$455.00	\$500.50
Kaitlin Chapman Litigation Support	N/A	6.30	\$295.00	\$1,858.50
Danielle E. Delehanty Paralegal	N/A	17.00	\$400.00	\$6,800.00
Frances Pisano Paralegal	N/A	0.40	\$400.00	\$160.00
TOTALS	n/a	191.40	n/a	\$160,034.50

**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	1.00	\$650.00
Preference Actions/Response	0.00	\$0.00
Budgeting (Case)	0.00	\$0.00
Business Operations	0.00	\$0.00
Case Administration	4.50	\$2,553.00
Claims Administration and Objections	0.00	\$0.00
Corporate Governance and Board Matters	0.00	\$0.00
Data Analysis	8.50	\$2,947.50
Employee Benefits/Pensions	0.00	\$0.00
Fee Application Preparation	11.00	\$5,828.00
Fee Employment	6.10	\$4,178.00
Fee Objections	0.00	\$0.00
Financing	1.90	\$2,545.00
Litigation	150.60	\$134,981.00
Meetings of Creditors	0.00	\$0.00
Disclosure Statement	0.00	\$0.00
Plan of Reorganization	1.90	\$2,675.00
Real Estate	0.00	\$0.00
Regulatory Compliance	0.00	\$0.00
Relief from Stay	0.40	\$376.00
Reporting	5.50	\$3,301.00
Tax Issues	0.00	\$0.00
Valuation	0.00	\$0.00
Non-Working Travel	0.00	\$0.00
SERVICES TOTALS	191.40	\$160,034.50

**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	\$94.20
Outside Reproduction	\$0.00
Outside Research	\$0.00
Filing Fees	\$0.00
Court Fees	\$202.10
Court Reporting/Transcripts	\$1,649.80
Travel	\$0.00
Delivery Services / Federal Express	\$0.00
Postage	\$0.00
Other (Copy of Official Documents)	\$34.00
DISBURSEMENTS TOTAL	\$1,980.10

**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 assisted co-counsel in addressing issues related to the Debtor's motion for debtor-in-possession financing and related discovery.
 - (b) The Applicant assisted co-counsel in addressing issues related to BML Properties, Ltd.'s motion to appoint an examiner.
 - (c) The Applicant prepared a motion to enlarge the time period within which the Debtor may remove actions.
 - (d) The Applicant advised the Special Committee regarding an investigation of potential claims with respect to the Debtor's officers and directors. The Applicant developed a strategy, reviewed documents and conducted meetings and interviews in furtherance of the investigation.
 - (e) 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.
 - (f) The Applicant provided legal advice to the Debtor and co-counsel regarding local rules, practice, and procedure.
 - (g) The Applicant tended to others matters concerning administration of this Chapter 11 case as requested by the Debtor and co-counsel, including reviewing and filing the monthly operating report.
 - (h) The Applicant rendered all other services set forth on the invoices attached hereto as **Exhibit B**.³

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.

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.

- (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 third monthly fee statement.

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)

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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

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

Invoice Number 1004453
 April 24, 2025
 Page 1

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

Invoice Date: April 24, 2025
 Invoice Number: 1004453
 Matter Number: 68594-0001

Re: CHAPTER 11 REORG. - DEBTOR

FOR PROFESSIONAL SERVICES THROUGH MARCH 31, 2025

ASSUMPTION/REJECTION OF LEASE AND CONTRACT 1.00 650.00

<u>DATE</u>	<u>INITIALS</u>	<u>Description</u>	<u>HOURS</u>	<u>AMOUNT</u>
03/11/25	ADM	RESEARCH RE: REJECTION PRECEDENT (0.9); CORRESPONDENCE TO E. WORENKLEIN RE: SAME (0.1)	1.00	650.00

CASE ADMINISTRATION 4.50 2,553.00

<u>DATE</u>	<u>INITIALS</u>	<u>Description</u>	<u>HOURS</u>	<u>AMOUNT</u>
03/04/25	DED	REVIEW CALENDAR RE ADJOURNMENTS AND RESOLVED MATTERS AND DRAFT NOTICE OF CANCELLATION OF 03.05.25 HEARING (0.3); REVIEW, PREPARE, FILE AND SERVE SAME (0.4)	0.70	280.00
03/04/25	FRY	CONFER WITH CO-COUNSEL RE CANCELLATION OF HEARING	0.20	188.00
03/04/25	FRY	REVIEW AND COMMENT ON NOTICE OF CANCELLATION OF HEARING	0.30	282.00
03/04/25	FRY	EMAILS WITH COUNSEL FOR BMLP RE CANCELLATION OF HEARING	0.20	188.00
03/13/25	DED	REVIEW DOCKET FOR RECENT FILINGS AND UPDATE CALENDAR WITH ADJOURNMENTS, OBJECTION DEADLINES AND HEARING DATES AND CIRCULATE SAME TO TEAM	0.80	320.00
03/20/25	ADM	CORRESPONDENCE TO COURT RE: OMNIBUS HEARING DATES	0.20	130.00
03/21/25	ADM	CORRESPONDENCE TO CHAMBERS RE: OMNIBUS HEARING DATES	0.10	65.00
03/21/25	ADM	REVIEW MSL FOR FILING (0.1); COORDINATE WITH D. DELEHANTY RE: UPDATED DRAFT AND FILING (0.1)	0.20	130.00
03/21/25	ADM	CALL WITH CHAMBERS RE: HEARING DATES (0.2); CORRESPONDENCE TO CO-COUNSEL RE: SAME (0.1)	0.30	195.00
03/21/25	ADM	CALL WITH E. WORENKLEIN RE: UPCOMING HEARINGS/FILINGS	0.20	130.00
03/21/25	DED	REVIEW, PREPARE AND FILE MSL AND CIRCULATE COPY TO VERITA	0.30	120.00

Re: CHAPTER 11 REORG. - DEBTOR
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<u>DATE</u>	<u>INITIALS</u>	<u>Description</u>	<u>HOURS</u>	<u>AMOUNT</u>
03/28/25	DED	REVIEW DOCKET FOR RECENT FILINGS AND UPDATE CALENDAR WITH ADJOURNMENTS, OBJECTION DEADLINES AND HEARING DATES AND CIRCULATE SAME TO TEAM	0.50	200.00
03/28/25	ADM	CORRESPONDENCE WITH F. YUDKIN RE: OMNIBUS NOTICE (0.1); REVISE SAME (0.1); CORRESPONDENCE TO DP TEAM (0.1); FINALIZE AND COORDINATE FILING AND SERVICE WITH D. DELEHANTY (0.2)	0.50	325.00

DATA ANALYSIS **8.50** **2,947.50**

<u>DATE</u>	<u>INITIALS</u>	<u>Description</u>	<u>HOURS</u>	<u>AMOUNT</u>
03/24/25	KC	LOAD FIRST SEVEN PRODUCTIONS INTO DATABASE AND UPDATE SCRIPTS AND INDEXES	3.00	885.00
03/24/25	KC	CREATE NEW DATABASE, MATTER, AND GROUPS	0.30	88.50
03/24/25	AMC	DOWNLOAD AND EXTRACT DATA FOR PROCESSING	0.90	481.50
03/25/25	KC	LOAD REMAINING SEVEN PRODUCTIONS INTO DATABASE AND UPDATE SCRIPTS AND INDEXES	3.00	885.00
03/25/25	AMC	UPDATE INDEXES AND PROVIDE DELIVERABLE TO CASE TEAM	0.20	107.00
03/26/25	PAF	CREATE CUSTOM CODING PANE AND BATCH DOCUMENTS FOR REVIEW	1.10	500.50

FEE APPLICATION PREPARATION **11.00** **5,828.00**

<u>DATE</u>	<u>INITIALS</u>	<u>Description</u>	<u>HOURS</u>	<u>AMOUNT</u>
03/06/25	DED	REVIEW FEBRUARY INVOICE FOR REDACTIONS AND PRIVILEGE INFORMATION	1.80	720.00
03/11/25	DED	DRAFT CNO FOR CS DEC 2024-JAN 2025 MONTHLY FEE STATEMENT AND CIRCULATE FOR REVIEW (0.4); REVIEW, PREPARE, FILE AND SERVE SAME (0.4)	0.80	320.00
03/12/25	ADM	CORRESPONDENCE TO BDO TEAM RE: MFS	0.20	130.00
03/12/25	ADM	REVIEW AND REVISE CNO RE: CS FEES (0.2); COORDINATE FILING AND SERVICE WITH D. DELEHANTY (0.1)	0.30	195.00
03/13/25	ADM	CORRESPONDENCE RE: BDO CNO (0.1); REVIEW AND REVISE CNO RE: BDO FEES (0.2); COORDINATE FILING AND SERVICE WITH D. DELEHANTY (0.1)	0.40	260.00
03/13/25	DED	DRAFT CNO RE BDO'S DEC 2024-JAN 2025 MONTHLY FEE STATEMENT (0.4); REVIEW, PREPARE, FILE AND SERVE SAME (0.4)	0.80	320.00
03/14/25	ADM	REVIEW AND REVISE INVOICE WITH ATTENTION TO PRIVILEGE AND REDACTION	0.70	455.00
03/14/25	ADM	REVIEW AND PROVIDE COMMENTS TO BDO MFS	0.50	325.00

Re: CHAPTER 11 REORG. - DEBTOR
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Invoice Number 1004453
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<u>DATE</u>	<u>INITIALS</u>	<u>Description</u>	<u>HOURS</u>	<u>AMOUNT</u>
03/17/25	ADM	REVIEW REVISED BDO FEE APP (0.2); CORRESPONDENCE WITH E. WORENKLEIN RE: SAME (0.1); CALL WITH BDO (0.1); COORDINATE FILING AND SERVICE WITH F. PISANO (0.1)	0.50	325.00
03/17/25	FP	PDF AND CIRCULATE BDO FEBRUARY MONTHLY FEE STATEMENT FOR REVIEW BEFORE FILING (.20); PREPARE AND EFILE (.20)	0.40	160.00
03/17/25	FRY	REVIEW AND COMMENT ON BDO MONTHLY FEE STATEMENT	0.30	282.00
03/18/25	ADM	CORRESPONDENCE TO CS TEAM RE: MONTHLY FEE STATEMENTS	0.10	65.00
03/19/25	DED	REVIEW INVOICE FOR PRIVILEGE AND REDACTIONS (0.7); UPDATE MONTHLY FEE STATEMENT AND CIRCULATE FOR REVIEW (0.5)	1.20	480.00
03/20/25	ADM	REVIEW AND REVISE MONTHLY FEE STATEMENT	0.70	455.00
03/20/25	FRY	REVIEW AND COMMENT ON MONTHLY FEE STATEMENT	0.40	376.00
03/21/25	ADM	REVISE AND FINALIZE CS MFS FOR FILING (0.7); COORDINATE FILING AND SERVICE WITH D. DELEHANTY (0.1)	0.80	520.00
03/21/25	DED	REVIEW, PREPARE, FILE AND SERVE CS FEBRUARY MONTHLY FEE STATEMENT (0.4) AND UPDATE CALENDAR WITH DEADLINES RE SAME (0.1)	0.50	200.00
03/31/25	DED	DRAFT CNOS FOR CS AND BDO FEBRUARY MONTHLY FEE STATEMENTS AND CIRCULATE SAME FOR REVIEW	0.60	240.00

FEE EMPLOYMENT **6.10** **4,178.00**

<u>DATE</u>	<u>INITIALS</u>	<u>Description</u>	<u>HOURS</u>	<u>AMOUNT</u>
03/17/25	ADM	REVIEW STATUS OF OCP DECLARATION AND QUESTIONNAIRES AND FOLLOW UP RE: SAME	0.20	130.00
03/17/25	FRY	CALL WITH CLIENT RE OCP DECLARATIONS	0.50	470.00
03/17/25	FRY	REVIEW COMMENTS TO OCP DECLARATIONS	0.30	282.00
03/19/25	FRY	REVISE DRAFT OCP DECLARATION RE CBIZ	0.50	470.00
03/19/25	FRY	EMAILS TO/FROM CLIENT RE OCP DECLARATIONS	0.30	282.00
03/20/25	ADM	REVIEW CBIZ AND BARST OCP DECLARATIONS FOR FILING (0.2); CORRESPONDENCE RE: SAME (0.1)	0.30	195.00
03/20/25	FRY	EMAILS WITH BDO RE RETENTION OF OCP	0.20	188.00
03/21/25	ADM	REVIEW CBIZ AUDIT OCP DEC (0.1); COORDINATE FILING WITH D. DELEHANTY (0.1)	0.20	130.00
03/21/25	ADM	REVIEW BARST OCP DEC (0.1); CORRESPONDENCE TO BARST RE: SAME (0.1); REVIEW CBIZ AND SPB OCP DECLARATIONS (0.3); CORRESPONDENCE TO F. YUDKIN AND E. WORENKLEIN RE: SAME (0.1); COORDINATE FILING WITH D. DELEHANTY (0.1)	0.70	455.00

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<u>DATE</u>	<u>INITIALS</u>	<u>Description</u>	<u>HOURS</u>	<u>AMOUNT</u>
03/21/25	DED	REVIEW (0.3); PREPARE (0.3); FILE AND SERVE CBIZ AND SQUIRE PATTON OCP DECLARATIONS AND QUESTIONNAIRES (0.6)	1.20	480.00
03/21/25	FRY	EMAILS TO/FROM CLIENT RE OCP DECLARATIONS	0.40	376.00
03/26/25	ADM	REVIEW OCP ORDER RE PAYMENT (.1); ADVISE BDO RE SAME (.1)	0.20	130.00
03/31/25	ADM	CORRESPONDENCE WITH D. DELEHANTY RE: OCP SUPPLEMENT (0.1); REVIEW ORDER AND PREPARE OCP SUPPLEMENT (0.5)	0.60	390.00
03/31/25	DED	DRAFT NOTICE OF ADDITIONAL OCPS	0.50	200.00

FINANCING **1.90** **2,545.00**

<u>DATE</u>	<u>INITIALS</u>	<u>Description</u>	<u>HOURS</u>	<u>AMOUNT</u>
03/03/25	WAU	MEET AND CONFER CALL WITH JUDGMENT CREDITOR AND DIP LENDER COUNSEL	0.40	500.00
03/11/25	FRY	EMAILS TO/FROM BDO RE DIP FINANCING	0.20	188.00
03/12/25	MDS	REVIEW EMAILS RE MEET AND CONFER	0.70	1,102.50
03/14/25	MDS	REVIEW MEET AND CONFER EMAILS	0.30	472.50
03/28/25	FRY	CALL WITH E. WORENKLEIN RE DIP BUDGET	0.30	282.00

LITIGATION **150.60** **134,981.00**

<u>DATE</u>	<u>INITIALS</u>	<u>Description</u>	<u>HOURS</u>	<u>AMOUNT</u>
02/12/25	DED	UPDATE AMENDED WITNESS AND EXHIBIT LIST AND PREPARE ADDITIONAL EXHIBITS FOR SAME	1.00	400.00
02/12/25	DED	REVIEW, PREPARE, FILE AND SERVE AMENDED WITNESS AND EXHIBIT LIST WITH 40 EXHIBITS	1.00	400.00
03/03/25	FRY	EMAILS WITH CS TEAM RE INVESTIGATION	0.40	376.00
03/03/25	DJH	MEET WITH INTERNAL WORKING GROUP REGARDING INVESTIGATION (.5); FOLLOW UP CALLS AND CORRESPONDENCE REGARDING SAME (.4); REVIEW STATE COURT OPINION (.6)	1.50	1,275.00
03/03/25	WAU	REVIEW BACKGROUND MATERIALS FOR INVESTIGATION SCOPE FRAMING	0.50	625.00
03/03/25	WAU	REVIEW REVISED VERSION OF EXAMINER ORDER WITH DEBTOR COMMENTS AND EMAILS RE: SAME	0.30	375.00
03/03/25	WAU	CALL RE: INVESTIGATION ISSUES	0.50	625.00
03/03/25	MDS	TELEPHONE FROM ATTORNEY/CO-COUNSEL INVESTIGATION COLLEAGUES	0.50	787.50
03/03/25	MDS	CONFERENCE WITH ATTORNEY/CO-COUNSEL RE: OUTLINE SCOPE OF INVESTIGATION FOR SC	0.50	787.50

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<u>DATE</u>	<u>INITIALS</u>	<u>Description</u>	<u>HOURS</u>	<u>AMOUNT</u>
03/03/25	SLK	MEETING WITH M. SIROTA, W. USATINE, D. HARRIS RE: INVESTIGATION STRATEGY	0.50	480.00
03/03/25	SLK	REVIEW AND ANALYSIS OF MOTION TO APPOINT EXAMINER	0.80	768.00
03/04/25	FRY	CONFER WITH D. HARRIS RE SCOPE OF INVESTIGATION (.2); REVIEW AND COMMENT ON EMAIL RE SAME (.3)	0.50	470.00
03/04/25	DJH	REVIEW PLEADINGS TO IDENTIFY AREAS OF INVESTIGATION (3.4); DRAFT MEMO TO INTERNAL TEAM REGARDING SCOPE (.7); DRAFT AND REVISE LETTER REGARDING SCOPE OF INVESTIGATION (.7)	4.80	4,080.00
03/04/25	WAU	REVIEW EMAILS AND DRAFT LETTER RE: INVESTIGATION SCOPE AND BUDGET	0.20	250.00
03/04/25	WAU	REVIEW EXAMINER ORDER AND EMAILS RE: SAME	0.20	250.00
03/04/25	MDS	WORK ON SCOPE OF INVESTIGATION	0.60	945.00
03/04/25	MDS	REVIEW REVISED EXAMINER ORDER	0.30	472.50
03/04/25	MDS	CORRESP. TO E. ABRAMS RE: INVESTIGATION	0.20	315.00
03/04/25	FRY	REVIEW REVISED EXAMINER ORDER (.2); EMAIL TO CHAMBERS RE SAME (.2)	0.40	376.00
03/04/25	SLK	REVIEW AND ANALYSIS OF NY DECISION AND MOTION FOR EXAMINER (2.0); WORK ON SCOPE OF INVESTIGATION (1.2)	3.20	3,072.00
03/10/25	WAU	REVIEW EMAIL RE: STATUS OF PROPOSALS RE: SURETY DISCOVERY	0.10	125.00
03/11/25	FRY	CONFER WITH CO-COUNSEL RE MOTION TO EXTEND TIME TO REMOVE ACTIONS	0.30	282.00
03/11/25	DED	DRAFT MOTION TO EXTEND REMOVAL DEADLINE AND CIRCULATE SAME FOR REVIEW	1.50	600.00
03/11/25	FRY	EMAIL TO CS TEAM RE INVESTIGATION STATUS	0.20	188.00
03/12/25	ADM	REVIEW AND REVISE DRAFT MOTION TO EXTEND TIME TO REMOVE	0.60	390.00
03/12/25	FRY	CONFER WITH CS TEAM AND E. ABRAMS RE INVESTIGATION (.2); FOLLOW UP WITH M. SIROTA AND W. USATINE RE SAME (.3)	0.50	470.00
03/12/25	MDS	REVIEW SILVERGATE CAPITAL CORP. DECISION	0.60	945.00
03/12/25	MDS	CONFERENCE WITH ATTORNEY/CO-COUNSEL, F. YUDKIN AND W. USATINE RE: EXAMINER	0.30	472.50
03/12/25	WAU	CONFERENCE CALL WITH SPECIAL COMMITTEE OF BOARD OF DIRECTORS RE: INVESTIGATION	0.40	500.00
03/12/25	WAU	CONFERENCE WITH ATTORNEY/CO-COUNSEL M. SIROTA AND F. YUDKIN RE: INVESTIGATION ISSUES AND STRATEGY	0.30	375.00
03/12/25	WAU	REVIEW EMAIL FROM DEBEVOISE TEAM WITH SPECIAL COMMITTEE RE: CASE ISSUES AND EXAMINER	0.20	250.00

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<u>DATE</u>	<u>INITIALS</u>	<u>Description</u>	<u>HOURS</u>	<u>AMOUNT</u>
03/12/25	MDS	TELEPHONE FROM CLIENT E. ABRAMS RE: SPECIAL INVESTIGATION	0.50	787.50
03/12/25	SLK	CONTINUE REVIEW AND ANALYSIS OF BACKGROUND DOCUMENTS FOR INVESTIGATION	0.90	864.00
03/13/25	ADM	REVIEW AND REVISE REMOVAL MOTION (0.6); CORRESPONDENCE WITH F. YUDKIN RE: SAME (0.1)	0.70	455.00
03/13/25	MDS	CONFERENCE WITH ATTORNEY/CO-COUNSEL F. YUDKIN AND W. USATINE RE: SCOPE OF INVESTIGATION	0.40	630.00
03/13/25	MDS	TELEPHONE TO ATTORNEY/CO-COUNSEL N. LABOVITZ RE: SPECIAL COMMITTEE	0.50	787.50
03/13/25	WAU	CONFERENCE WITH ATTORNEY/CO-COUNSEL M. SIROTA/F. YUDKIN RE: INVESTIGATION ISSUES AND STRATEGY	0.40	500.00
03/13/25	WAU	REVIEW REVISED SCOPE OF WORK FOR SPECIAL COMMITTEE AND EMALS RE: SAME	0.30	375.00
03/13/25	FRY	UPDATE MEMO RE SCOPE OF INVESTIGATION	0.30	282.00
03/13/25	FRY	CONFER WITH M. SIROTA AND W. USATINE RE SCOPE OF INVESTIGATION	0.40	376.00
03/14/25	ADM	REVIEW REVISED REMOVAL MOTION (0.2); FINALIZE AND CIRCULATE TO CO-COUNSEL FOR REVIEW (0.2)	0.40	260.00
03/14/25	FRY	REVIEW AND COMMENT ON MOTION TO EXTEND TIME TO REMOVE ACTIONS	0.70	658.00
03/18/25	MDS	TELEPHONE FROM DEBEVOISE PLIMPTON LEGAL TEAM AND INTERNAL	0.50	787.50
03/18/25	WAU	CONFERENCE CALL WITH DEBEVOISE REGARDING CASE ISSUES AND STRATEGY	0.40	500.00
03/18/25	FRY	FOLLOW UP EMAIL TO E. ABRAMS RE INVESTIGATION	0.20	188.00
03/19/25	MDS	REVIEW INTERNAL WORK PLAN	0.70	1,102.50
03/19/25	MDS	CORRESPONDENCE TO CLIENT E. ABRAMS AND COMMENCE REVIEW	0.90	1,417.50
03/20/25	ADM	REVIEW DP COMMENTS TO REMOVAL MOTION (0.3); CORRESPONDENCE TO F. YUDKIN RE: SAME (0.1); REVISE SAME (0.2); SEND TO CLIENT FOR REVIEW (0.1)	0.70	455.00
03/20/25	KLK	REVIEW AND ANALYZE DOCUMENTS IN CONNECTION WITH INVESTIGATION	1.60	1,072.00
03/20/25	JRM	REVIEW PLEADINGS, BACKGROUND INFORMATION/DOCUMENTS, SCOPE OF INVESTIGATION	2.60	2,275.00
03/20/25	DJH	CALL WITH S. KLEPPER REGARDING INVESTIGATION PROTOCOL	0.40	340.00
03/20/25	MDS	CONFERENCE WITH INTERNAL INVESTIGATION TEAM RE WORK PLAN	2.30	3,622.50
03/20/25	FRY	EMAILS WITH CS TEAM RE INVESTIGATION	0.20	188.00

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<u>DATE</u>	<u>INITIALS</u>	<u>Description</u>	<u>HOURS</u>	<u>AMOUNT</u>
03/20/25	SLK	WORK ON STRATEGY FOR INVESTIGATION AND FORMULATE PLAN FOR SAME	2.90	2,784.00
03/20/25	SLK	MEETING WITH HARRIS RE INVESTIGATION PLAN	0.40	384.00
03/21/25	ADM	FINALIZE REMOVAL EXTENSION MOTION FOR FILING (0.2); CORRESPONDENCE TO/FROM F. YUDKIN AND E. WORENKLEIN RE: SAME (0.1); COORDINATE FILING AND SERVICE WITH D. DELEHANTY (0.1)	0.40	260.00
03/21/25	KLK	CALL WITH S. KLEPPER RE INVESTIGATION	0.20	134.00
03/21/25	KLK	MEETING WITH F. YUDKIN, S. KLEPPER, D. HARRIS, AND J. MELZER RE INVESTIGATION	0.50	335.00
03/21/25	JRM	CALL WITH S. KLEPPER, D. HARRIS, F. YUDKIN, K. KULP TO DISCUSS SCOPE OF INVESTIGATION	0.50	437.50
03/21/25	JRM	REVIEW BANKRUPTCY FILINGS TO ASSIST WITH PREPARING DOCUMENT REQUESTS AND DOCUMENT REVIEW PROTOCOL	2.20	1,925.00
03/21/25	DJH	REVIEW MATERIALS IN PREPARATION FOR CALLS REGARDING INVESTIGATION (.5); CALL WITH INTERNAL WORKING GROUP REGARDING INVESTIGATION (.5); CALL WITH DEBEVOISE TEAM REGARDING INVESTIGATION (.5); FOLLOW UP CORRESPONDENCE REGARDING SAME (.3)	1.80	1,530.00
03/21/25	DED	REVIEW, PREPARE, FILE AND SERVE REMOVAL EXTENSION MOTION	0.50	200.00
03/21/25	MDS	CONFERENCE WITH ATTORNEY/CO-COUNSEL RE INTERNAL INVESTIGATION ISSUES	0.70	1,102.50
03/21/25	FRY	CALL WITH CS TEAM RE INVESTIGATION (.5); EMAILS RE SAME (.2)	0.70	658.00
03/21/25	FRY	FINALIZE MOTION TO EXTEND TIME TO REMOVE ACTIONS	0.40	376.00
03/21/25	SLK	MEETING WITH INVESTIGATION TEAM RE: SCOPE OF INVESTIGATION AND STRATEGY	0.50	480.00
03/21/25	SLK	PREPARE FOR (0.2) AND ATTEND (0.7) CALL WITH DEBEVOISE RE: INVESTIGATION BACKGROUND AND DOCUMENTS	0.90	864.00
03/21/25	SLK	PREPARE FOR KICKOFF CALL WITH INVESTIGATION TEAM (KULP, HARRIS, MELZER)	0.80	768.00
03/21/25	SLK	VARIOUS CORRESPONDENCE WITH YOUNG RE: INVESTIGATION	0.20	192.00
03/21/25	SLK	WORK ON OUTLINE OF INVESTIGATION PLAN	0.70	672.00
03/21/25	SLK	VARIOUS CORRESPONDENCE WITH BDO RE: INVESTIGATION	0.20	192.00
03/21/25	SLK	VARIOUS CORRESPONDENCE WITH DEBEVOISE RE: INVESTIGATION	0.20	192.00
03/23/25	KLK	REVIEW AND ANALYZE DOCUMENTS IN CONNECTION WITH INVESTIGATION	1.40	938.00

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<u>DATE</u>	<u>INITIALS</u>	<u>Description</u>	<u>HOURS</u>	<u>AMOUNT</u>
03/23/25	DJH	DRAFT AND REVISE PRESENTATION REGARDING INVESTIGATION STEPS	1.10	935.00
03/24/25	KLK	DRAFT OUTLINE FOR INVESTIGATION	0.10	67.00
03/24/25	KLK	ATTEND CALL WITH BDO RE INVESTIGATION	0.50	335.00
03/24/25	KLK	DISCUSS INVESTIGATION WITH D. HARRIS	0.20	134.00
03/24/25	KLK	CALL WITH S. KLEPPER RE INVESTIGATION	0.20	134.00
03/24/25	JRM	REVIEW DOCUMENTS PRODUCED TO DATE TO ASSIST WITH DRAFTING REVIEW PROTOCOL MEMO	3.20	2,800.00
03/24/25	JRM	ATTEND CALL WITH BDO	0.50	437.50
03/24/25	KLK	COORDINATE WITH D. HARRIS AND EDISCOVERY RE DOCUMENT COLLECTION	0.40	268.00
03/24/25	DJH	DISCUSS INVESTIGATION WITH K. KULP (.4); REVISE INVESTIGATION PRESENTATION (.4); COORDINATE RECEIPT OF PRODUCED DOCUMENTS (.4); REVIEW MATERIALS IN PREPARATION FOR CALL WITH BDO TEAM (1.1); CALL WITH BDO TEAM (.5); FOLLOW UP CORRESPONDENCE REGARDING SAME (.3)	3.10	2,635.00
03/24/25	PP	REVIEW BACKGROUND MATERIALS FOR INVESTIGATION	0.50	325.00
03/24/25	WAU	REVIEW SPECIAL COMMITTEE PRESENTATION AND EMAILS RE: SAME	0.30	375.00
03/24/25	MDS	REVIEW KICK OFF PRESENTATION	0.70	1,102.50
03/24/25	FRY	REVIEW INVESTIGATION WORK PLAN (.2); EMAILS WITH D. HARRIS RE DOCUMENT PRODUCTIONS (.1)	0.30	282.00
03/24/25	SLK	PREPARE FOR INTRO CALL WITH BDO	0.30	288.00
03/24/25	SLK	VARIOUS CORRESPONDENCE WITH DEBEVOISE RE: DOCUMENT PRODUCTIONS	0.20	192.00
03/24/25	SLK	WORK ON PRESENTATION DECK FOR CALL WITH ABRAMS (0.4); CORRESPONDENCE TO ABRAMS RE: SAME (0.2)	0.60	576.00
03/24/25	SLK	ATTEND INTRODUCTORY CALL WITH BDO RE: INVESTIGATION	0.50	480.00
03/24/25	SLK	REVIEW LOWENSTEIN PRODUCTION	0.30	288.00
03/24/25	SLK	REVIEW DOCUMENTS FROM DEBEVOISE RE: INVESTIGATION	0.90	864.00
03/25/25	JRM	CALL WITH INVESTIGATION TEAM AND BDO RE BACKGROUND INFORMATION	1.10	962.50
03/25/25	JRM	WORK ON DOCUMENT REQUESTS	1.70	1,487.50
03/25/25	JRM	CALL WITH E. ABRAMS RE INVESTIGATION	0.50	437.50
03/25/25	KLK	DRAFT NOTES FROM CALL WITH BDO	0.40	268.00
03/25/25	KLK	MEETING WITH S. KLEPPER, J. MELZER, D. HARRIS, AND E. ABRAMS RE INVESTIGATION STRATEGY	0.40	268.00

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<u>DATE</u>	<u>INITIALS</u>	<u>Description</u>	<u>HOURS</u>	<u>AMOUNT</u>
03/25/25	KLK	MEETING WITH S. KLEPPER, J. MELZER, D. HARRIS, E. BLUM, J. SCHWARZ, AND A. DEL PIANO RE INVESTIGATION	1.10	737.00
03/25/25	KLK	MEETING WITH P. PAL RE INVESTIGATION	1.10	737.00
03/25/25	PP	REVIEW BACKGROUND MATERIALS FOR INVESTIGATION	0.50	325.00
03/25/25	PP	CALL WITH K. KULP RE INVESTIGATION STRATEGY	1.10	715.00
03/25/25	DJH	REVIEW MATERIALS IN PREPARATION FOR CALL WITH BDO (.6); CALL WITH E. ABRAMS REGARDING INVESTIGATION STEPS (.5); CALL WITH BDO (1.1); FOLLOW UP CORRESPONDENCE WITH WORKING GROUP (.3)	2.50	2,125.00
03/25/25	SLK	ATTEND CALL WITH BDO RE: INVESTIGATION	1.10	1,056.00
03/25/25	SLK	ATTEND INTRODUCTORY CALL WITH E. ABRAMS RE: INVESTIGATION	0.50	480.00
03/25/25	SLK	VARIOUS CORRESPONDENCE WITH DEBEVOISE RE TRANSCRIPTS AND REVIEW SAME	0.20	192.00
03/25/25	SLK	PREPARE FOR INTRODUCTORY CALL WITH E. ABRAMS RE: INVESTIGATION	0.40	384.00
03/25/25	SLK	WORK ON PROTOCOL FOR DOCUMENT COLLECTIONS AND REVIEW	0.80	768.00
03/26/25	KLK	COORDINATE WITH EDISCOVERY RE DOCUMENT COLLECTION AND OPTIMIZE WORKSPACE	1.20	804.00
03/26/25	KLK	ANALYZE DOCUMENTS LOADED TO RELATIVITY AND EMAIL TEAM ANALYSIS RE SAME	0.30	201.00
03/26/25	KLK	CALL WITH S. KLEPPER, P. PAL AND M. MAASS RE INVESTIGATION	0.40	268.00
03/26/25	KLK	MEETING WITH S. KLEPPER AND P. PAL RE INVESTIGATION	0.90	603.00
03/26/25	KLK	CALL WITH S. KLEPPER RE INVESTIGATION	0.60	402.00
03/26/25	KLK	MEETING WITH P. PAL RE INVESTIGATION	0.50	335.00
03/26/25	PP	REVIEW BACKGROUND MATERIAL FOR INVESTIGATION	1.10	715.00
03/26/25	PP	ANALYZE AND CIRCULATE INTERNALLY CALL NOTES FOR INVESTIGATION	1.00	650.00
03/26/25	PP	CALL WITH S. KLEPPER AND K. KULP RE INVESTIGATION STRATEGY	0.90	585.00
03/26/25	PP	CALL WITH K. KULP RE INVESTIGATION STRATEGY	0.50	325.00
03/26/25	PP	CALL WITH DEBEVOISE (M. MAASS), S. KLEPPER, AND K. KULP RE DOCUMENT COLLECTION FOR INVESTIGATION	0.40	260.00
03/26/25	DJH	REVIEW DOCUMENTS IN CONNECTION WITH INTERNAL INVESTIGATION	0.70	595.00
03/26/25	FRY	CONFER WITH CO-COUNSEL RE INVESTIGATION (.2); EMAIL TO CLIENT RE SAME (.2)	0.40	376.00

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<u>DATE</u>	<u>INITIALS</u>	<u>Description</u>	<u>HOURS</u>	<u>AMOUNT</u>
03/26/25	SLK	CORRESPONDENCE FROM M. MAASS RE: DIRECTORS AND OFFICERS AND REVIEW SAME	0.20	192.00
03/26/25	SLK	VARIOUS CORRESPONDENCE WITH DEBEVOISE RE: DOCUMENT COLLECTIONS	0.20	192.00
03/26/25	SLK	CORRESPONDENCE FROM BDO RE: INVESTIGATION ISSUES	0.80	768.00
03/26/25	SLK	CALL WITH DEBEVOISE RE: DOCUMENTS NEEDED FOR INVESTIGATION	0.30	288.00
03/26/25	SLK	REVIEW AND ANALYSIS OF ABRAMS TRANSCRIPT	1.70	1,632.00
03/26/25	SLK	MEETING WITH K. KULP RE: DOCUMENT REVIEW PROTOCOL	0.50	480.00
03/26/25	SLK	MEETING WITH K. KULP AND P. PAL RE: INVESTIGATION STRATEGY	0.90	864.00
03/26/25	SLK	VARIOUS CORRESPONDENCE WITH WEI RE: INTERVIEW	0.30	288.00
03/26/25	SLK	CORRESPONDENCE FROM M. MAASS RE: SEARCH PROTOCOLS	0.20	192.00
03/26/25	SLK	WORK ON MINUTES OF MEETING WITH E. ABRAMS	0.20	192.00
03/26/25	SLK	WORK ON REVIEW OF DOCUMENTS FROM DEBEVOISE	0.60	576.00
03/27/25	JRM	REVIEW CLIENT DOCUMENTS	2.80	2,450.00
03/27/25	KLK	CALL WITH S. KLEPPER RE INVESTIGATION	0.30	201.00
03/27/25	JRM	WORK ON DOCUMENT REVIEW PROTOCOL	1.20	1,050.00
03/27/25	KLK	CALL WITH P. PAL RE INVESTIGATION	0.30	201.00
03/27/25	KLK	CALL WITH J. MELZER RE INVESTIGATION	0.10	67.00
03/27/25	DJH	REVIEW DOCUMENTS IN CONNECTION WITH INTERNAL INVESTIGATION	1.30	1,105.00
03/27/25	PP	CALL WITH K. KULP AND J. MELZER RE CASE STRATEGY	0.30	195.00
03/27/25	PP	CALL WITH DEBEVOISE (M. MAASS) RE DOCUMENT COLLECTION STRATEGY	0.30	195.00
03/27/25	PP	REVIEW BACKGROUND MATERIALS RE INVESTIGATION	1.80	1,170.00
03/27/25	PP	REVIEW DOCUMENTS RE INVESTIGATION	2.00	1,300.00
03/27/25	PP	CALL WITH K. KULP RE CASE STRATEGY	0.30	195.00
03/27/25	SLK	WORK ON REVIEW OF DOCUMENTS FROM DEBEVOISE RE: INVESTIGATION	1.80	1,728.00
03/27/25	SLK	VARIOUS CORRESPONDENCE WITH YAN WEI RE: INTERVIEW	0.20	192.00
03/27/25	SLK	WORK ON REVIEW OF DOCUMENTS ISSUES RE: TRANSLATION	0.30	288.00
03/27/25	SLK	MEETING WITH K. KULP RE: INVESTIGATION PROTOCOLS	0.30	288.00
03/27/25	SLK	MEETING WITH J. MELZER RE: DOCUMENT COLLECTION ISSUES	0.30	288.00
03/27/25	FRY	CALL WITH CO-COUNSEL RE INVESTIGATION	0.20	188.00

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<u>DATE</u>	<u>INITIALS</u>	<u>Description</u>	<u>HOURS</u>	<u>AMOUNT</u>
03/28/25	JRM	CALL WITH YAN WEI AND INVESTIGATION TEAM RE SCOPE OF INVESTIGATION AND OPERATIONAL ISSUES	0.40	350.00
03/28/25	JRM	WORK ON DOCUMENT REQUESTS AND DOCUMENT REVIEW PROTOCOL MEMO	3.20	2,800.00
03/28/25	JRM	CALL WITH BDO RE DOCUMENT COLLECTION	0.60	525.00
03/28/25	JRM	CALL WITH INVESTIGATION TEAM	0.30	262.50
03/28/25	DJH	REVIEW DOCUMENTS IN CONNECTION WITH INTERNAL INVESTIGATION (4.2); CALL WITH COMPANY REGARDING INVESTIGATION DOCUMENT COLLECTION (.4); CALL WITH BDO TEAM (.5); FOLLOW UP CALL WITH INTERNAL TEAM REGARDING INVESTIGATION (.4)	5.50	4,675.00
03/28/25	PP	CALL WITH S. KLEPPER, J. MELZER, AND D. HARRIS RE INVESTIGATION STRATEGY	0.40	260.00
03/28/25	PP	REVIEW AND ANALYZE BACKGROUND MATERIALS RE INVESTIGATION	1.00	650.00
03/28/25	PP	INTRO CALL WITH CCA (YAN WEI, WEI ZHAO, MEI LIU) AND S. KLEPPER, J. MELZER AND D. HARRIS	0.40	260.00
03/28/25	PP	CALL WITH BDO (E. BLUM, A. DEL PIANO, J. SCHWARZ) AND S. KLEPPER, J. MELZER, AND D. HARRIS RE DOCUMENT COLLECTION FOR INVESTIGATION	0.50	325.00
03/28/25	PP	REVIEW AND ANALYZE DOCUMENTS RE INVESTIGATION	1.10	715.00
03/28/25	SLK	VARIOUS CORRESPONDENCE WITH CLIENT RE: INVESTIGATION	0.20	192.00
03/28/25	SLK	WORK ON DOCUMENT REQUESTS TO THE COMPANY	0.70	672.00
03/28/25	SLK	VARIOUS CORRESPONDENCE WITH BDO RE: COMPANY DOCUMENT REQUESTS	0.20	192.00
03/28/25	WAW	REVIEW INVESTIGATION PRELIMINARY DOCUMENT LIST AND ADDITIONAL MATERIALS RE: INVESTIGATION	0.60	750.00
03/28/25	SLK	PREPARE FOR CALL WITH BDO RE: INVESTIGATION	0.50	480.00
03/28/25	SLK	MEETING WITH P. PAL, D. HARRIS, J. MELZER RE: REQUESTS FOR DOCUMENTS FROM DEBTOR	0.40	384.00
03/28/25	SLK	PREPARE FOR INITIAL INTERVIEW WITH YAN WEI	0.50	480.00
03/28/25	SLK	ATTEND INITIAL INTERVIEW WITH YAN WEI	0.50	480.00
03/28/25	SLK	ATTEND CALL WITH BDO RE: INVESTIGATION	0.50	480.00
03/28/25	MDS	REVIEW DOCUMENT REQUEST	0.60	945.00
03/28/25	FRY	CALL WITH CS TEAM RE INVESTIGATION	0.20	188.00
03/29/25	DJH	REVIEW DOCUMENTS IN CONNECTION WITH INVESTIGATION	1.40	1,190.00
03/30/25	DJH	REVIEW DOCUMENTS IN CONNECTION WITH INVESTIGATION	3.50	2,975.00
03/31/25	JRM	WORK ON DOCUMENT REVIEW PROTOCOL	2.00	1,750.00
03/31/25	PP	CALL WITH S. KLEPPER RE INVESTIGATION STRATEGY	0.30	195.00

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<u>DATE</u>	<u>INITIALS</u>	<u>Description</u>	<u>HOURS</u>	<u>AMOUNT</u>
03/31/25	PP	CALL WITH CCA (Y. WEI, W. ZHAO, C. ZHANG, M. LIU), DEBEVOISE (M. MAASS, E. WEISGERBER) AND CS (S. KLEPPER) RE INVESTIGATION PROCESS AND BACKGROUND	0.70	455.00
03/31/25	DJH	REVIEW DOCUMENTS IN CONNECTION WITH INVESTIGATION (2.7); CALL WITH S. KLEPPER (0.3); CALL WITH DEBEVOISE TEAM (0.4)	3.40	2,890.00
03/31/25	PP	REVIEW BACKGROUND MATERIALS RE INVESTIGATION	1.10	715.00
03/31/25	PP	CALL WITH DEBEVOISE (E. WORENKLEIN, M. MAASS, E. WEISGERBER, M. GOODMAN, M. LABOVITZ) AND CS (S. KLEPPER, D. HARRIS) RE INVESTIGATION PROCESS	0.40	260.00
03/31/25	PP	REVIEW AND ANALYZE DOCUMENTS RE INVESTIGATION	1.80	1,170.00
03/31/25	SLK	FINALIZE DOCUMENT REQUESTS	0.20	192.00
03/31/25	SLK	MEETING WITH F. YUDKIN RE: STRATEGY FOR INVESTIGATION	0.20	192.00
03/31/25	SLK	PREPARE FOR CALL WITH CLIENT RE: INVESTIGATION	0.50	480.00
03/31/25	SLK	MEETING WITH W. USATINE RE: STRATEGY FOR INVESTIGATION	0.20	192.00
03/31/25	SLK	MEETING WITH D. HARRIS RE: REVIEW OF BMLP FILINGS	0.20	192.00
03/31/25	SLK	MEETING WITH P. PAL RE: PROPOSED SEARCH TERMS FOR DOCUMENTS COLLECTIONS	0.30	288.00
03/31/25	SLK	REVIEW AND ANALYSIS OF SHARED SERVICES AGREEMENTS AND ASSIGNMENTS	0.90	864.00
03/31/25	SLK	CALL WITH DEBEVOISE RE: INVESTIGATION ISSUES	0.40	384.00
03/31/25	SLK	CALL WITH CLIENT RE: INVESTIGATION INTERVIEW AND DOCUMENT COLLECTIONS	0.80	768.00
03/31/25	SLK	VARIOUS CORRESPONDENCE WITH MAASS RE: TRANSCRIPTS	0.20	192.00
03/31/25	SLK	REVIEW AND ANALYSIS OF TRANSCRIPT OF XU	2.30	2,208.00
03/31/25	MDS	REVIEW INVESTIGATION PROTOCOL	0.60	945.00

PLAN OF REORGANIZATION **1.90** **2,675.00**

<u>DATE</u>	<u>INITIALS</u>	<u>Description</u>	<u>HOURS</u>	<u>AMOUNT</u>
03/18/25	FRY	CALL WITH CO-COUNSEL RE REORGANIZATION PLAN	0.50	470.00
03/20/25	MDS	WORK ON INVESTIGATION WORK-PLAN	1.40	2,205.00

RELIEF FROM STAY **0.40** **376.00**

<u>DATE</u>	<u>INITIALS</u>	<u>Description</u>	<u>HOURS</u>	<u>AMOUNT</u>
03/19/25	FRY	CALL FROM CO-COUNSEL RE STAY VIOLATION	0.20	188.00
03/20/25	FRY	EMAILS TO CO-COUNSEL RE VIOLATION OF STAY	0.20	188.00

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REPORTING

5.50 3,301.00

<u>DATE</u>	<u>INITIALS</u>	<u>Description</u>	<u>HOURS</u>	<u>AMOUNT</u>
02/28/25	DED	REVIEW COMPANY BANK STATEMENTS AND REDACT SAME FOR PERSONAL INFORMATION IN PREPARATION FOR UPDATED MOR FILING AND CIRCULATE SAME TO CS AND DP TEAMS	1.00	400.00
03/03/25	DED	CONFER WITH A. MILLIARESSIS RE UPCOMING FILINGS (0.2); REVIEW, PREPARE, FILE AND SERVE AMENDED MONTHLY OPERATING REPORT (0.4)	0.60	240.00
03/11/25	FRY	CONFER WITH CO-COUNSEL RE AMENDMENT TO SCHEDULES	0.20	188.00
03/20/25	FRY	EMAILS TO/FROM BDO RE AMENDMENT TO SCHEDULES	0.30	282.00
03/20/25	FRY	REVIEW AND COMMENT ON MONTHLY OPERATING REPORT	0.50	470.00
03/21/25	ADM	REVIEW MORS AND REDACTED ATTACHMENTS FOR FILING	0.30	195.00
03/21/25	DED	REDACT BANK STATEMENTS FOR MOR (0.5); REVIEW, PREPARE, FILE AND SERVE SAME WITH SUPPORT (0.5)	1.00	400.00
03/21/25	FRY	REVIEW AND COMMENT ON REVISED MOR (.3); EMAILS WITH BDO RE SAME (.2)	0.50	470.00
03/26/25	DED	REVIEW, PREPARE, FILE AND SERVE AMENDED SCHEDULES	0.50	200.00
03/26/25	FRY	REVIEW FURTHER REVISED AMENDED SCHEDULES (.2); COORDINATE FILING OF AMENDED SCHEDULES (.2)	0.40	376.00
03/31/25	DED	EMAILS WITH VERITA RE SERVICE OF AMENDED SCHEDULES	0.20	80.00

TOTAL HOURS 191.40

PROFESSIONAL SERVICES:

\$160,034.50

TIMEKEEPER SUMMARY

<u>NAME</u>	<u>TIMEKEEPER TITLE</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
Amanda M. Cook	Litigation Support	1.10	535.00	588.50
Andreas D. Milliaressis	Associate	12.00	650.00	7,800.00
Daniel J. Harris	Member	31.00	850.00	26,350.00
Danielle E. Delehanty	Paralegal	17.00	400.00	6,800.00
Felice R. Yudkin	Member	13.20	940.00	12,408.00
Frances Pisano	Paralegal	0.40	400.00	160.00
Jason R. Melzer	Member	22.80	875.00	19,950.00
Kaitlin Chapman	Litigation Support	6.30	295.00	1,858.50
Krista L. Kulp	Special Counsel	12.70	670.00	8,509.00

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<u>NAME</u>	<u>TIMEKEEPER TITLE</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
Michael D. Sirota	Member	13.80	1,575.00	21,735.00
Patt Feuerbach	Senior eDiscovery Analyst	1.10	455.00	500.50
Pekham Pal	Associate	18.40	650.00	11,960.00
Steven L. Klepper	Member	36.50	960.00	35,040.00
Warren A. Usatine	Member	5.10	1,250.00	6,375.00
Total		191.40		\$160,034.50

COST DETAIL

<u>DATE</u>	<u>Description</u>	<u>QUANTITY</u>	<u>AMOUNT</u>
02/05/25	COURT FEES	14.00	1.40
02/05/25	COURT FEES	5.00	0.50
02/06/25	COURT FEES	15.00	1.50
02/06/25	COURT FEES	15.00	1.50
02/06/25	COURT FEES	30.00	3.00
02/07/25	COURT FEES	30.00	3.00
02/07/25	COURT FEES	30.00	3.00
02/07/25	COURT FEES	4.00	0.40
02/07/25	COURT FEES	2.00	0.20
02/07/25	COURT FEES	30.00	3.00
02/07/25	COURT FEES	16.00	1.60
02/07/25	COURT FEES	30.00	3.00
02/07/25	COURT FEES	1.00	0.10
02/07/25	COURT FEES	2.00	0.20
02/07/25	COURT FEES	2.00	0.20
02/07/25	COURT FEES	1.00	0.10
02/10/25	COURT FEES	2.00	0.20
02/10/25	COURT FEES	5.00	0.50
02/10/25	COURT FEES	4.00	0.40
02/10/25	COURT FEES	3.00	0.30
02/10/25	COURT FEES	3.00	0.30
02/10/25	COURT FEES	4.00	0.40
02/10/25	COURT FEES	2.00	0.20
02/10/25	COURT FEES	4.00	0.40
02/10/25	COURT FEES	17.00	1.70
02/10/25	COURT FEES	3.00	0.30
02/10/25	COURT FEES	1.00	0.10

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<u>DATE</u>	<u>Description</u>	<u>QUANTITY</u>	<u>AMOUNT</u>
02/10/25	COURT FEES	24.00	2.40
02/10/25	COURT FEES	6.00	0.60
02/10/25	COURT FEES	1.00	0.10
02/10/25	COURT FEES	30.00	3.00
02/10/25	COURT FEES	30.00	3.00
02/10/25	COURT FEES	1.00	0.10
02/10/25	COURT FEES	4.00	0.40
02/10/25	COURT FEES	7.00	0.70
02/10/25	COURT FEES	30.00	3.00
02/10/25	COURT FEES	30.00	3.00
02/10/25	COURT FEES	30.00	3.00
02/10/25	COURT FEES	2.00	0.20
02/10/25	COURT FEES	3.00	0.30
02/10/25	COURT FEES	1.00	0.10
02/10/25	COURT FEES	2.00	0.20
02/10/25	COURT FEES	4.00	0.40
02/10/25	COURT FEES	14.00	1.40
02/10/25	COURT FEES	5.00	0.50
02/10/25	COURT FEES	30.00	3.00
02/10/25	COURT FEES	16.00	1.60
02/10/25	COURT FEES	7.00	0.70
02/10/25	COURT FEES	11.00	1.10
02/10/25	COURT FEES	12.00	1.20
02/10/25	COURT FEES	3.00	0.30
02/10/25	COURT FEES	3.00	0.30
02/10/25	COURT FEES	5.00	0.50
02/10/25	COURT FEES	17.00	1.70
02/10/25	COURT FEES	30.00	3.00
02/11/25	COURT FEES	4.00	0.40
02/11/25	COURT FEES	1.00	0.10
02/11/25	COURT FEES	10.00	1.00
02/11/25	COURT FEES	19.00	1.90
02/11/25	COURT FEES	6.00	0.60
02/11/25	COURT FEES	6.00	0.60
02/11/25	COURT FEES	3.00	0.30
02/11/25	COURT FEES	13.00	1.30
02/11/25	COURT FEES	1.00	0.10
02/11/25	COURT FEES	4.00	0.40

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<u>DATE</u>	<u>Description</u>	<u>QUANTITY</u>	<u>AMOUNT</u>
02/11/25	COURT FEES	10.00	1.00
02/11/25	COURT FEES	21.00	2.10
02/11/25	COURT FEES	18.00	1.80
02/11/25	COURT FEES	30.00	3.00
02/11/25	COURT FEES	30.00	3.00
02/11/25	COURT FEES	2.00	0.20
02/11/25	COURT FEES	19.00	1.90
02/11/25	COURT FEES	2.00	0.20
02/11/25	COURT FEES	13.00	1.30
02/12/25	COURT FEES	30.00	3.00
02/12/25	COURT FEES	2.00	0.20
02/12/25	COURT FEES	14.00	1.40
02/12/25	COURT FEES	10.00	1.00
02/12/25	COURT FEES	30.00	3.00
02/12/25	COURT FEES	30.00	3.00
02/12/25	COURT FEES	4.00	0.40
02/12/25	COURT FEES	4.00	0.40
02/12/25	COURT FEES	5.00	0.50
02/12/25	COURT FEES	8.00	0.80
02/12/25	COURT FEES	24.00	2.40
02/12/25	COURT FEES	2.00	0.20
02/12/25	COURT FEES	30.00	3.00
02/12/25	COURT FEES	3.00	0.30
02/12/25	COURT FEES	30.00	3.00
02/12/25	COURT FEES	4.00	0.40
02/12/25	COURT FEES	30.00	3.00
02/12/25	COURT FEES	6.00	0.60
02/12/25	COURT FEES	12.00	1.20
02/12/25	COURT FEES	3.00	0.30
02/12/25	COURT FEES	5.00	0.50
02/12/25	COURT FEES	5.00	0.50
02/12/25	COURT FEES	2.00	0.20
02/12/25	COURT FEES	17.00	1.70
02/12/25	COURT FEES	30.00	3.00
02/12/25	COURT FEES	1.00	0.10
02/12/25	COURT FEES	4.00	0.40
02/12/25	COURT FEES	4.00	0.40
02/12/25	COURT FEES	1.00	0.10

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<u>DATE</u>	<u>Description</u>	<u>QUANTITY</u>	<u>AMOUNT</u>
02/12/25	COURT FEES	3.00	0.30
02/12/25	COURT FEES	30.00	3.00
02/12/25	COURT FEES	30.00	3.00
02/12/25	COURT FEES	3.00	0.30
02/12/25	COURT FEES	24.00	2.40
02/12/25	COURT FEES	1.00	0.10
02/12/25	COURT FEES	7.00	0.70
02/12/25	COURT FEES	11.00	1.10
02/12/25	COURT FEES	1.00	0.10
02/12/25	COURT FEES	17.00	1.70
02/12/25	COURT FEES	30.00	3.00
02/12/25	COURT FEES	3.00	0.30
02/12/25	COURT FEES	30.00	3.00
02/12/25	COURT FEES	7.00	0.70
02/12/25	COURT FEES	1.00	0.10
02/12/25	COURT FEES	30.00	3.00
02/12/25	COURT FEES	16.00	1.60
02/12/25	COURT FEES	30.00	3.00
02/12/25	COURT FEES	2.00	0.20
02/12/25	COURT FEES	1.00	0.10
02/12/25	COURT FEES	22.00	2.20
02/12/25	COURT FEES	2.00	0.20
02/12/25	COURT FEES	1.00	0.10
02/12/25	COURT FEES	30.00	3.00
02/12/25	COURT FEES	3.00	0.30
02/12/25	COURT FEES	7.00	0.70
02/13/25	COURT FEES	2.00	0.20
02/13/25	COURT FEES	1.00	0.10
02/13/25	COURT FEES	1.00	0.10
02/13/25	COURT FEES	18.00	1.80
02/13/25	COURT FEES	5.00	0.50
02/13/25	COURT FEES	1.00	0.10
02/13/25	COURT FEES	3.00	0.30
02/13/25	COURT FEES	2.00	0.20
02/13/25	COURT FEES	22.00	2.20
02/13/25	COURT FEES	1.00	0.10
02/13/25	COURT FEES	3.00	0.30
02/13/25	COURT FEES	1.00	0.10

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<u>DATE</u>	<u>Description</u>	<u>QUANTITY</u>	<u>AMOUNT</u>
02/13/25	COURT FEES	2.00	0.20
02/13/25	COURT FEES	1.00	0.10
02/13/25	COURT FEES	1.00	0.10
02/13/25	COURT FEES	3.00	0.30
02/13/25	COURT FEES	1.00	0.10
02/13/25	COURT FEES	2.00	0.20
02/13/25	COURT FEES	1.00	0.10
02/13/25	COURT FEES	2.00	0.20
02/13/25	COURT FEES	1.00	0.10
02/13/25	COURT FEES	1.00	0.10
02/13/25	COURT FEES	1.00	0.10
02/13/25	COURT FEES	14.00	1.40
02/13/25	COURT FEES	18.00	1.80
02/13/25	COURT FEES	64.00	6.40
02/13/25	COURT FEES	2.00	0.20
02/17/25	TRANSCRIPT	1.00	1,649.80
02/18/25	COURT FEES	12.00	1.20
02/18/25	COURT FEES	3.00	0.30
02/19/25	COURT FEES	13.00	1.30
02/19/25	COURT FEES	13.00	1.30
02/20/25	COURT FEES	3.00	0.30
02/25/25	COURT FEES	30.00	3.00
02/25/25	COURT FEES	21.00	2.10
02/26/25	COURT FEES	2.00	0.20
03/03/25	PHOTOCOPY /PRINTING/ SCANNING	74.00	14.80
03/12/25	COURT FEES	3.00	0.30
03/12/25	COURT FEES	3.00	0.30
03/12/25	COURT FEES	1.00	0.10
03/12/25	PHOTOCOPY /PRINTING/ SCANNING	26.00	5.20
03/12/25	COURT FEES	30.00	3.00
03/17/25	COURT FEES	20.00	2.00
03/20/25	PHOTOCOPY /PRINTING/ SCANNING	74.00	14.80
03/21/25	COURT FEES	7.00	0.70
03/21/25	COURT FEES	3.00	0.30
03/21/25	COURT FEES	7.00	0.70
03/21/25	COURT FEES	1.00	0.10
03/21/25	COURT FEES	7.00	0.70
03/21/25	COURT FEES	21.00	2.10

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<u>DATE</u>	<u>Description</u>	<u>QUANTITY</u>	<u>AMOUNT</u>
03/21/25	COURT FEES	30.00	3.00
03/21/25	COURT FEES	30.00	3.00
03/24/25	PHOTOCOPY /PRINTING/ SCANNING	74.00	14.80
03/24/25	PHOTOCOPY /PRINTING/ SCANNING	47.00	9.40
03/24/25	PHOTOCOPY /PRINTING/ SCANNING	52.00	10.40
03/24/25	PHOTOCOPY /PRINTING/ SCANNING	18.00	3.60
03/24/25	PHOTOCOPY /PRINTING/ SCANNING	17.00	3.40
03/24/25	PHOTOCOPY /PRINTING/ SCANNING	35.00	7.00
03/24/25	PHOTOCOPY /PRINTING/ SCANNING	1.00	0.20
03/24/25	PHOTOCOPY /PRINTING/ SCANNING	53.00	10.60
03/26/25	COURT FEES	9.00	0.90
03/26/25	COURT FEES	1.00	0.10
03/28/25	COURT FEES	2.00	0.20
03/28/25	COURT FEES	2.00	0.20
03/28/25	COPY OF OFFICIAL DOCUMENTS ANNUAL TAX	1.00	34.00
03/28/25	COURT FEES	1.00	0.10
03/28/25	COURT FEES	30.00	3.00
03/28/25	COURT FEES	2.00	0.20
03/28/25	COURT FEES	1.00	0.10
03/28/25	COURT FEES	2.00	0.20

Total **\$1,980.10**

COST SUMMARY

<u>Description</u>	<u>AMOUNT</u>
COURT FEES	202.10
PHOTOCOPYING / PRINTING / SCANNING	94.20
COPY OF OFFICIAL DOCUMENTS	34.00
TRANSCRIPT	1,649.80

TOTAL COSTS **\$1,980.10**

TOTAL SERVICES AND COSTS: \$ 162,014.60