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: Debevoise & Plimpton LLP

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/ M. Natasha Labovitz May 21, 2025
M. Natasha Labovitz Date

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



SECTION I FEE SUMMARY

Summary of Amounts Requested for the Period

February 1, 2025, through February 28, 2025 (the "Compensation Period")

Fee Total	\$1,835,414.56
Disbursement Total	\$24,308.50
Total Fees Plus Disbursements	\$1,859,723.06

Summary of Amounts Requested for Previous Periods

Total Previous Fees and Expenses Requested	\$2,645,141.77
Total Fees and Expenses Allowed to Date	\$0.00
Total Retainer Remaining	\$0.00
Total Holdback	\$0.00
Total Received by Applicant	\$0.00

Name of Professional and Title	Year Admitted	Hours	Rate ²	Fee
M. Natasha Labovitz Partner	1997	106.9	\$2,317.50	\$246,929.63
Sidney P. Levinson Partner	1988	12.0	\$2,317.50	\$27,810.00
Mark P. Goodman Partner	1988	37.0	\$2,317.50	\$85,747.50
Erica S. Weisgerber Partner	2009	123.2	\$2,025.00	\$243,202.50
Morgan A. Davis Partner	2016	6.2	\$1,755.00	\$10,881.00
Elie J. Worenklein Counsel	2012	151.5	\$1,620.00	\$242,433.00
Xiaoxiao Zhou Associate	2009	100.6	\$1,458.00	\$146,674.80
Michael C. Godbe Associate	2018	69.4	\$1,471.50	\$102,122.10
Molly Baltimore Maass Associate	2018	128.5	\$1,471.50	\$182,686.73
Marissa Baron Associate	2020	24.4	\$1,458.00	\$35,575.20
Rebecca Zipursky Associate	2021	15.5	\$1,354.50	\$20,994.75
Alexander Costin Associate	2022	8.5	\$1,354.50	\$11,513.25
Rory Heller Associate	2022	108.7	\$1,287.00	\$139,896.90

In accordance with the Retention Order [Exhibit A hereto] and the Applicant's retention application [Docket No. 98], these rates reflect a 10% discount to Debevoise's standard rates. In addition, the rates in this chart are the applicable rates for all matter categories except non-working travel, which is billed at 50% of the discounted rates listed herein as provided in paragraph 7 of the Retention Order. The fee total for each timekeeper in this chart accounts for the non-working travel rates.

Name of Professional and Title	Year Admitted	Hours	Rate ²	Fee
Shefit Koboci Associate	2024	99.4	\$1,192.50	\$118,534.50
Basil Fawaz Associate	2023	25.1	\$1,192.50	\$29,931.75
Jacqueline Hayes Associate	2024	35.6	\$1,017.00	\$36,205.20
Deven Kirschenbaum Associate	2024	2.4	\$1,017.00	\$2,440.80
Benjamin Mishkin Associate	2025	94.5	\$801.00	\$75,694.50
Rafaella Cattani Law Clerk	n/a	2.9	\$801.00	\$2,322.90
Stuart Crews Law Clerk	n/a	4.1	\$801.00	\$3,284.10
Liza Kheyfets Discovery & Data Management Project Manager	n/a	11.5	\$553.50	\$6,365.25
Dmitriy Chekhovskiy Discovery & Data Management Project Manager	n/a	0.5	\$553.50	\$276.75
Junho Park Paralegal	n/a	98.9	\$522.00	\$51,625.80
Thomas G. McIntyre Paralegal	n/a	19.4	\$459.00	\$8,904.60
Yury G. Slobodkin Discovery & Data Management Senior Analyst	n/a	7.7	\$436.50	\$3,361.05
TOTALS		1,294.4		\$1,835,414.56

SECTION II SUMMARY OF SERVICES

Services Rendered	Hours	Fee
Business Operations	4.3	\$7,703.55
Case Administration	155.0	\$181,685.70
Contested BMLP Matters	321.7	\$461,137.95
Corporate Governance & Board Matters	55.1	\$82,287.00
DIP Financing	668.4	\$986,202.45
Employee Benefits & Pensions	17.1	\$31,848.75
Employment & Fee Applications	18.2	\$14,384.70
Meetings & Communications with Creditors	23.6	\$34,425.00
Non-Working Travel	19.3	\$16,486.66
Relief from Stay and Adequate Protection	5.3	\$9,213.75
Reporting	6.4	\$10,039.05
FEE TOTAL	1,294.4	\$1,835,414.56

SECTION III SUMMARY OF DISBURSEMENTS

Disbursements	Amount
Computer Assisted Legal Research	\$5,929.56
Court Reporting	\$4,326.85
Delivery Services/Federal Express	\$525.81
Filing Fees	\$517.00
In-House Reproduction	\$2,936.40
Outside Reproduction	\$3,309.60
Outside Research	\$179.45
Travel	\$5,443.45
Working Meals	\$1,140.38
DISBURSEMENTS TOTAL	\$24,308.50

SECTION IV CASE HISTORY

- (1) Date case filed: December 22, 2024
- (2) Chapter under which case commenced: Chapter 11
- (3) Date of retention: February 7, 2025, effective as of the Petition Date. *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 needed³:
 - (a) The Applicant prepared for and participated in the second day hearing regarding contested motions to approve debtor-in-possession financing, cash management, and the appointment of an examiner.
 - (b) The Applicant responded to extensive discovery requests filed by BML Properties, Ltd. ("BMLP") in connection with the Debtor's motion for debtor-in-possession financing, including preparing for and defending depositions and trial testimony.
 - (c) The Applicant responded to BMLP's motion to appoint an examiner.
 - (d) The Applicant advised the Debtor and the Debtor's financial advisor on legal issues related to complying with disclosure obligations, including filing the Debtor's initial Bankruptcy Rule 2015.3 report and monthly operating reports.
 - (e) The Applicant addressed issues related to corporate governance, including updating the board of directors and participating in multiple board meetings throughout the Compensation Period.
 - (f) The Applicant prepared for and attended the meeting of creditors conducted by the Office of the United States Trustee pursuant to section 341 of the Bankruptcy Code.
 - (g) The Applicant advised on various operational issues as they arose.
 - (h) The Applicant coordinated press and media strategy in conjunction with FGS Global to address issues impacting the Debtor's operations.
 - (i) The Applicant advised on other matters concerning administration of the chapter 11 case.

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^4 .
- (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.

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

Exhibit A

Retention Order

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UNITED STATES BANKRUPTCY COURT DISTRICT OF NEW JERSEY

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

DEBEVOISE & PLIMPTON LLP

M. Natasha Labovitz (admitted *pro hac vice*) Sidney P. Levinson (admitted *pro hac vice*)

Elie J. Worenklein

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Proposed Co-Counsel to the Debtor and Debtor in

Possession

In re:

CCA Construction, Inc.,1

Debtor.

Case No. 24-22548 (CMG)

Order Filed on February 7, 2025

U.S. Bankruptcy Court District of New Jersey

by Clerk

Chapter 11

Judge: Christine M. Gravelle

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Debtor: CCA Construction, Inc. Case No.: 24-22548 (CMG)

Caption of Order: Order Authorizing the Employment and Retention of Debevoise &

Plimpton LLP as Bankruptcy Co-Counsel for the Debtor Effective

as of the Petition Date

ORDER AUTHORIZING THE EMPLOYMENT AND RETENTION OF DEBEVOISE & PLIMPTON LLP AS BANKRUPTCY CO-COUNSEL FOR THE DEBTOR EFFECTIVE AS OF THE PETITION DATE

The relief set forth on the following pages, numbered two (2) through six (6), is **ORDERED**.

DATED: February 7, 2025

Honorable Christine M. Gravelle United States Bankruptcy Judge Case 24-22548-CMG Doc 335 Filed 02/01/25 Entered 02/20/25 09:29:07 Desc Main Doormeent Plage 12 of 207

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Plimpton LLP as Bankruptcy Co-Counsel for the Debtor Effective

as of the Petition Date

Upon CCA's application [Docket No. 98] (the "Application")² for the entry of an order authorizing CCA's employment and retention of Debevoise & Plimpton LLP ("Debevoise") as bankruptcy co-counsel effective as of the Petition Date, pursuant to sections 327(a) and 330 of the Bankruptcy Code, Bankruptcy Rules 2014(a) and 2016, and Local Rule 2014-1; and upon the Labovitz Declaration and the Wei Declaration; and the Court having jurisdiction to consider the Application and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334 and the Amended Standing Order of Reference to the Bankruptcy Court Under Title 11 of the United States District Court for the District of New Jersey, 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); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and the Court having reviewed the Application, the Labovitz Declaration and the Wei Declaration; and the Court being satisfied based on the representations made in the Application, the Labovitz Declaration and the Wei Declaration that (a) Debevoise does not hold or represent an interest adverse to CCA's estate and (b) Debevoise is a "disinterested person" as defined in section 101(14) of the Bankruptcy Code and as required by section 327(a) of the Bankruptcy Code; and notice of the Application appearing to be adequate and appropriate under the circumstances; and any objections to the requested relief having been withdrawn or overruled on the merits; and after due deliberation and sufficient cause appearing therefor, it is hereby ORDERED that:

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

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Debtor: CCA Construction, Inc. Case No.: 24-22548 (CMG)

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1. The Application is granted as set forth herein.

2. Pursuant to sections 327(a) and 330 of the Bankruptcy Code, CCA is authorized

to employ and retain Debevoise as its attorneys in accordance with the terms and conditions set

forth in the Application and that certain engagement letter attached hereto as Exhibit 1 (the

"Engagement Letter"), effective as of December 22, 2024 (the "Petition Date").

3. Debevoise shall apply for (a) compensation for professional services rendered and

(b) reimbursement of expenses incurred in connection with CCA's chapter 11 case, in both cases

subject to the Court's approval and in compliance with the applicable provisions of the

Bankruptcy Code (including, but not limited to, sections 331 and 330 of the Bankruptcy Code),

the Bankruptcy Rules, the Local Rules and any other applicable procedures or orders of the

Court. Debevoise 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

Debevoise in the chapter 11 case.

4. Notwithstanding anything in this Order to the contrary, Debevoise is also

authorized to represent CCA and the non-Debtor defendants in connection with the Baha Mar

Litigation and all fees incurred in connection with the Baha Mar Litigation shall be paid by the

non-Debtor defendants, and not by CCA, and Court approval shall not be required for such

related fees.

5. In order to avoid any duplication of effort and provide services to CCA in the

most efficient and cost-effective manner, Debevoise shall coordinate with Cole Schotz P.C. and

any additional firms CCA retains regarding their respective responsibilities in the chapter 11

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case. As such, Debevoise shall use its best efforts to avoid duplication of services provided by any of CCA's other retained professionals in the chapter 11 case.

6. Prior to any increases in Debevoise's rates set forth in the Application, Debevoise shall file a supplemental affidavit with the Court and provide 10-days' notice to CCA, the U.S. Trustee and any official committee appointed in the chapter 11 case. All parties in interest retain their rights to object to any rate increase on all grounds, including the reasonableness standard 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.

- 7. Debevoise shall (i) only bill 50% for non-working travel; (ii) not seek the reimbursement of any fees or costs, including attorney fees and costs, arising from the defense of any filed objections to any of Debevoise's fee applications in this chapter 11 case; (iii) use the billing and expense categories set forth in the U.S. 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.
- 8. Notwithstanding anything in the Application or the Labovitz Declaration to the contrary, Debevoise shall seek reimbursement from the Debtor's estate for its engagement-related expenses at the firm's actual cost paid.
- 9. Notwithstanding anything to the contrary in the Application or the Engagement Letter, to the extent that Debevoise uses the services of independent contractors or subcontractors (collectively, the "Contractors") in this chapter 11 case, Debevoise (a) shall

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Debtor: CCA Construction, Inc. Case No.: 24-22548 (CMG)

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passthrough the cost of such Contractors to CCA at the same rate that it pays the Contractors; (b) shall seek reimbursement for actual out-of-pocket expenses only; (c) shall ensure that the Contractors submit the same connections disclosures as required of professionals 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 Debevoise and any other person other than as permitted by Bankruptcy Code section 504 to share compensation for services rendered in connection with this chapter 11 case, nor shall Debevoise share or agree to share compensation received for services rendered in connection with this case with any other person other than as permitted by Bankruptcy Code section 504.

- 10. Notwithstanding Debevoise's Terms of Engagement, the provision concerning fee disputes is null and void during the pendency of this Chapter 11 Case.
- 11. To the extent the Application, the Labovitz Declaration, or any engagement agreement pertaining to this retention is inconsistent with this Order, the terms of this Order shall govern.
- 12. CCA and Debevoise are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Application.
- 13. Notwithstanding any Bankruptcy Rule or Local Rule to the contrary, the terms and conditions of this Order shall be immediately effective and enforceable upon its entry.
- 14. The Court retains jurisdiction with respect to all matters arising from or related to the implementation of this Order.

EXHIBIT 1

Engagement Letter

Debevoise & Plimpton

Debevoise & Plimpton LLP 66 Hudson Boulevard New York, NY 10001 +1 212 909 6000

PRIVILEGED & CONFIDENTIAL ATTORNEY WORK PRODUCT ATTORNEY-CLIENT COMMUNICATION

September 12, 2024

James McMahon CCA Construction, Inc. 445 South Street, Suite 310 Morristown, NJ 07960

Dear Mr. McMahon:

We are grateful that you have asked Debevoise & Plimpton LLP to act as counsel to CCA Construction, Inc., CSCEC Bahamas, Ltd. and CCA Bahamas Ltd. (collectively, "Client"). This engagement letter and the attached Debevoise & Plimpton Terms of Engagement (the "Terms of Engagement") together set forth the terms that will govern our work for Client on the matter(s) described in this letter. This engagement letter supplements our November 27, 2023, engagement letter with you.

1. Scope of Engagement

Client has engaged us to represent it in connection with evaluating and implementing a potential restructuring of its financial obligations, whether in-court or out-of-court, and such related additional matters for which you request our services or advice. In this engagement, we are representing Client and not any of its affiliates or any other entity or person associated with or related to Client.

We understand that you will be our principal contact for communications at Client from whom we will receive our instructions, although we may also be working with and receiving instructions from others within your organization during this engagement.

If additional services are requested by Client and agreed to by us, this engagement letter and the attached Terms of Engagement will also apply to such services, unless superseded by another written engagement letter. Our representation is limited to the services that Client requests and we agree to perform on Client's behalf.

2. Staffing

As discussed, Natasha Labovitz and I will lead our firm's work on this matter, and the principal counsel and associates on the matter will be Elie Worenklein, Rory Heller and Shefit Koboci. Other attorneys and support personnel may also perform services. I will be happy to discuss project management and staffing matters with you at any time.

3. <u>Billing Policies and Procedures</u>

Our fees for our services will be based upon our customary hourly rates for matters of this kind.

Our current hourly rates for this matter range from \$810 per hour for our newest associates to \$2,280 per hour for our most experienced partners. The current hourly rate for myself and Natasha Labovitz is \$2,280 per hour; Elie Worenklein's hourly rate is \$1,640; Rory Heller's hourly rate is \$1,315; Shefit Koboci's hourly rate is \$1,205. Rates for project assistants, legal assistants and other support personnel range from \$355 per hour to \$820 per hour. These rates are subject to adjustment by the firm from time to time.

In addition to the above, and in recognition of our relationship:

- Our hourly rates for attorneys and other time-keepers who work on this matter will be subject to a 10% discount from our standard hourly rates.
- In the event that the only three entities required to file for bankruptcy are the Client (i.e., CCA Construction, Inc., CSCEC Bahamas, Ltd. and CCA Bahamas Ltd.), we will, with respect to any fees that are incurred on or prior to the later of October 31, 2024 or 30 days after entry of the state court judgment, apply a discount of 25% for any fees that are incurred in excess of \$750,000 and apply a discount of 50% for any fees incurred in excess of \$1,000,000.
- In the event that more than three entities are required to file for bankruptcy, we will, with respect to any fees that are incurred on or prior to the later of October 31, 2024 or 30 days after entry of the state court judgment, apply a discount of 25% for any fees that are incurred in excess of \$1,000,000 and apply a discount of 50% for any fees incurred in excess of \$1,500,000.
- Please note that the above fee discounts of 25% and 50% shall not apply to any fees incurred for M&A transactions, a prepackaged/prearranged plan, DIP financing, litigation appellate work for NY state court, or combatting an attempted injunction against filing.

To the extent insurance coverage may be available to pay for our services, Client will be responsible for paying any difference between the amount covered and paid by insurance and our above-stated rates for the matter. Unless otherwise agreed in writing, Client shall be responsible for submitting any and all claims to said insurer(s), and shall not withhold or otherwise delay payment of our fees pending reimbursement or a coverage decision or calculation by an insurer or other third party.

We will bill Client for disbursements and other charges that we incur on its behalf. These disbursements and charges may include, among others, filing fees and fees and expenses incurred in connection with court reporters, transcripts, expert witnesses, document retrieval services, travel, postage, express deliveries, and local and other counsel (where appropriate); and charges for messenger services, document preparation (including word processing and duplicating), computerized legal research and other database services, and certain overtime and administrative expenses.

If a disbursement or other charge is significant, our usual practice is to ask Client to pay the provider directly upon receipt of the applicable invoice. In addition, for large expenses the provider may require Client to prepay all or a portion of such expenses.

In accordance with our standard billing practice, we expect to bill Client on a monthly basis or, in accordance with the retainer arrangement described below, more frequently to the extent that such billing may result in our bills exceeding the amount of our estimated fees and expenses described below. In our experience, clients find monthly billing to be helpful in monitoring the nature and amount of services. Depending on the circumstances, estimated or summary bills may be provided during certain billing cycles, with supporting time descriptions and expense summaries to follow thereafter. We expect that Client will pay the amounts shown as due on these statements promptly upon their receipt.

We will seek to consult with you in advance before undertaking any major new task in our representation of Client, and to keep you informed where our fees, disbursements and other charges stand on an ongoing basis, if you so request.

A retainer in the amount of \$250,000 will be payable promptly in connection with our work on this assignment, which is intended to be an "advance payment retainer," as defined in Opinion 816 of the New York State Bar Association Committee on Professional Ethics and Entegra Power Group, LLC v. Dewey & Leboeuf LLP (In re Dewey & Leboeuf LLP), 493 B.R. 421, 430 (Bankr. S.D.N.Y. 2013). The amount of the initial advance payment retainer has been set to approximate our estimate of fees, expenses and other disbursements that are expected to be accrued and unpaid by Client between payment cycles. Debevoise's estimate of expected fees and expenses may change based upon actual or expected fees and expenses incurred or expected to be incurred, as applicable. Client agrees to provide additional advance payment retainers upon request by Debevoise to ensure that the amount of any advance payment retainers remains at or above our estimated fees and expenses. Client further agrees that Debevoise may apply the advance payment retainers to satisfy any outstanding fees as services are rendered and to expenses as they are incurred. If an insurer pays such fees and expenses under a Client insurance policy. Debevoise shall refund the Client for any such amounts paid by an insurer.

Client understands and agrees that any advance payment retainers are earned by Debevoise upon receipt; any advance payments retainers become property of Debevoise upon receipt; Client no longer has any property interest in any advance payment retainers upon Debevoise's receipt; any advance payment retainers will be placed in Debevoise's general account and will not be held in a client trust, escrow or similar account; and Client will not earn interest on any advance payment retainer. Client and Debevoise agree that, at the conclusion of this engagement, if the aggregate amount of any advance payment retainers held by Debevoise exceeds the amount of Debevoise's final bill for fees, expenses and other disbursements, then Debevoise will refund the excess amount to Client.

Client further understands and agrees that the use of advance payment retainers is an integral condition of our engagement and is necessary to ensure that Client continues to have access to our services; Debevoise is compensated for its representation of Client; Debevoise is not a prepetition creditor in the event that Client commences, or has commenced against it, a case under the U.S. Bankruptcy Code, 11 U.S.C. §§ 101, et seq.; and, in light of the foregoing, the provision of the advance payment retainers is in Client's best interests. The provision of one or more advance payment retainers does not affect Client's right to terminate this representation or the attorney-client relationship.

4. Conflicts

At present, we are not aware of any conflicts of interest in undertaking this representation. As Client is aware, however, our firm represents many other companies and individuals (including other clients who are or may become Client's competitors) in a variety of matters, including, but not limited to, mergers, acquisitions, financings, restructurings, bankruptcies, investigations, fund formations, litigations, and regulatory matters.

It is possible that during the time we are representing Client, some of our present or future clients will have disputes, transactions, or other matters with or involving Client or its affiliates. We may also be asked to seek discovery from Client or its affiliates in connection with the representation of another client in a litigation, arbitration, or other dispute resolution proceeding. In light of the foregoing, we wish to clarify, and confirm Client's agreement, that our representation of Client will not prevent us from representing existing or new clients that may have interests that are adverse to or otherwise different from those of Client or its affiliates, so long as the matter for the other client is neither substantially related to our work for Client nor a litigation, arbitration, or other dispute proceeding in which Client is named as a party adverse to such other client.

Our firm has an active bankruptcy practice. We may from time to time be retained by other clients to represent their interests in bankruptcy cases or out-of-court restructurings in which Client or one of its affiliates is or may be a party with interests adverse to or otherwise different from those of these other clients. Client agrees that our

representation of Client in the matters described in this letter will not, in and of itself, disqualify us from representing other clients in such bankruptcies or restructurings so long as we do not represent such other clients in any litigation in which Client is named as a party adverse to such other clients.

In the course of representing Client we may from time to time consult with the lawyers in our firm responsible for advising our firm, or with outside counsel, on our professional obligations relating to our representation of Client. Such consultations may involve matters including professional ethics issues and potential or actual conflicts of interest. Client acknowledges and agrees that, notwithstanding that there may be potential for conflict between us and Client in consideration of our professional obligations, we are free to consult with our own counsel on such matters without Client's consent and that such consultations are confidential and subject to our attorney-client privilege, as communications between our firm's personnel and counsel to our firm; Client agrees that it shall have no right to such communications.

By consenting to the arrangements described in this letter, Client will be waiving any conflict of interest that might arise in the situations described above and agreeing not to seek to disqualify us or otherwise to assert a conflict in those situations.

We agree that Client's consent to and waiver of conflicts in the preceding paragraphs do not permit us, without Client's prior consent, to disclose to another client confidential information about Client obtained in the course of our representation of Client. Conversely, we will not disclose to Client or use on its behalf any information with respect to which we owe a duty of confidentiality to another client or person.

5. Governing Law and Dispute Resolution

This engagement letter, the attached Terms of Engagement (with the exception of sections B and C thereof) and any other matters relating to or arising directly or indirectly out of our relationship with Client shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to the choice of law provisions thereof.

If a dispute arises as to the amount of the fee being charged, Client may have the right to seek arbitration or mediation of the fee dispute under a procedure established in New York State for resolution of certain fee disputes pursuant to Part 137 of the Chief Administrator Rules. We will provide you with the necessary information regarding such processes in the event of a dispute, or at any time upon request.

Except to the extent otherwise required by such Chief Administrator Rules, any dispute or claim arising out of or in any way relating to our representation of Client, including any work that might have been done prior to entering into this engagement letter (and including, without limitation, any claim of malpractice or breach of contract,

or any claim relating to fees, costs, charges or expenses for the representation) shall be finally settled by arbitration, and judgment upon the award may be entered by any court having jurisdiction thereof or having jurisdiction over the relevant party or its assets.

The arbitration shall be conducted in accordance with the International Institute for Conflict Prevention and Resolution ("<u>CPR</u>") Non-Administered Arbitration Rules in effect at the time of the arbitration, except as they may be modified herein or by mutual agreement of our firm and Client (collectively, the "parties"). The seat of the arbitration shall be New York, New York and it shall be conducted in the English language. The arbitration shall be conducted by three arbitrators, of whom each party shall appoint one, with the third arbitrator selected by the two party-appointed arbitrators pursuant to the CPR Non-Administered Arbitration Rules.

The parties agree that the arbitration shall be kept confidential and that the existence of the proceeding and any element of it shall not be disclosed beyond the tribunal, the parties and their counsel, experts, insurers and any other person necessary to the conduct of the proceeding. These confidentiality obligations shall not apply if disclosure is required by law or in judicial or administrative proceedings, or as far as disclosure is necessary to enforce the rights arising out of the award.

This agreement to arbitrate shall constitute an irrevocable waiver of each party's right to a trial by jury, discovery that would customarily be available in a judicial proceeding, and appeal, but the arbitrator shall have the power to grant any remedy for money damages or equitable relief that would be available to such party in a dispute before a court of law in New York. The arbitration shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1 et seq. The parties further agree that the arbitral tribunal shall have primary responsibility to hear and determine challenges to the jurisdiction of the arbitral tribunal.

6. Terms of Engagement

The attached Terms of Engagement form an integral part of this engagement letter and are binding on the parties hereto. In the event of any inconsistency between this engagement letter and the attached Terms of Engagement, the terms set forth in this engagement letter shall prevail. In the event of any conflict between the terms of this engagement letter or the attached Terms of Engagement, on the one hand, and any outside counsel guidelines or policies adopted by Client, on the other hand, this engagement letter and the Terms of Engagement shall prevail.

* * *

Above all, our relationship with Client must be based on trust, confidence and clear understanding. If you have any questions about this engagement letter and the attached Terms of Engagement, or about any aspect of the work that the firm, or any of

the firm's lawyers, is performing for Client, please call me directly to discuss the matter. We encourage you to inquire about any matter concerning the attorney-client relationship that is in any way unclear or unsatisfactory.

Please confirm Client's agreement by countersigning a copy of this engagement letter in the space provided below and returning such countersigned copy to me. Please note, however, that Client instructing us or continuing to instruct us on this matter or any other matter on which we agree to represent Client pursuant to the terms of this engagement letter will constitute Client's full acceptance of the terms set out above and attached.

We invite you to consult with us at any time and on any topic. We look forward to continuing our relationship and working with you on this important matter.

Sincerely,

Sinf. Zi

Sidney P. Levinson

ACCEPTED AND AGREED:

CCA Construction, Inc., CSCEC Bahamas Ltd. and CCA Bahamas, Ltd.

James McMahon General Counsel



DEBEVOISE & PLIMPTON TERMS OF ENGAGEMENT

Debevoise & Plimpton is a global law firm with offices in the United States, Europe and Asia. It provides services through Debevoise & Plimpton LLP, a limited liability partnership registered in New York and headquartered in New York, and through related entities operating in certain other jurisdictions. The following terms apply either generally or in respect of a specific matter, as appropriate, to the provision of such services. Each matter in respect of which we provide services to you is, for the purposes of these Terms of Engagement, a "Matter". References to "you", "your", or the "Client" are to our client(s) in the Matter. References to "we", "our", "us", the "firm", or "Debevoise" are to the Debevoise & Plimpton entity or entities providing services to you. References to the "Agreement" are to the engagement letter to which these Terms of Engagement are attached and these Terms of Engagement.

A. GENERAL TERMS

- A.1 Client identification. Many jurisdictions have adopted or are in the process of changing or creating antimoney laundering, counter-terrorist financing, embargo, trade sanctions or similar laws, regulations and policies. As part of the firm's responsibility for compliance with such laws, regulations and policies, the firm may be obliged to take detailed steps to verify the identity of our clients and their beneficial owners (if any) and the source of our clients' funds and wealth. Accordingly, prior to commencement of work, the firm may have already requested, or may be requesting shortly, that you provide us with required identification and other documents. A delay or failure on your part to provide information required for verification purposes may prevent us from commencing or continuing work on a Matter. The firm reserves the right to request additional information that it believes is necessary, advisable or appropriate to verify identity and/or to ensure the firm's compliance with applicable laws, regulations and policies from time to time.
- A.2 Client assistance and cooperation. To enable us to represent you effectively and for our relationship to succeed, you agree to cooperate fully with us in our representation of you and to make available to us any documents or other information, personnel or agents as necessary to assist us in our representation of you. It is essential for you to provide us with all factual information reasonably relevant and material to the subject matter of our representation, and we will rely on the accuracy and completeness of any documents or other information you may provide.
- A.3 Confidentiality. We owe a duty of confidentiality to you. We will not disclose any confidential information that we obtain as a result of our provision of services to you except as you expressly permit; as required by applicable law or regulation; if consistent

- with the applicable professional conduct rules; or as required to our professional advisers and third parties who provide business support services to us, subject to their entering into contractual duties of confidentiality with us.
- A.4 Sharing Client information with Debevoise entities.
 You agree that we may share information relating to
 you or a Matter with all Debevoise & Plimpton entities
 that are part of our global law firm and any lawyers
 associated with such entities, all of which are bound
 by the terms of this Agreement including our
 confidentiality obligations to you.
- A.5 Change in control. In the event that Client is acquired or is otherwise subject to a change in control (including by a person or group becoming a controlling affiliate of yours) after the inception of this engagement, it is understood that the firm does not represent the acquiring entity or such controlling affiliate or otherwise establish a lawyer-client relationship with such entity or affiliate by virtue of such change in control. Furthermore, Client will provide us with sufficient notice to permit us to withdraw as your lawyers, subject to our ethical obligations, if we determine that such affiliation, acquisition or merger creates a conflict of interest, or if we determine that it is otherwise not in the best interests of the firm to continue to represent Client. In addition, Client acknowledges and agrees that any applicable privilege of Client belongs to Client alone and not to any acquiring or successor entity separate from Client, and on behalf of any such acquiring or successor entity Client waives any right or title to, and interest in, Client's privileged information to the extent that such acquiring or successor entity otherwise has any right or title to, or interest in, such information.
- A.6 No third party reliance. Our advice, whether provided in written, oral or any other form, is provided for your benefit alone and solely for the purposes of the

(Rev'd March 2024)

- particular Matter to which it relates. Unless otherwise agreed in writing, our advice may not be used or relied on by any third party.
- Use of legal due diligence reports by non-clients. You A.7 understand that in the event that we prepare for you a legal due diligence report in connection with a proposed transaction, such report will be prepared solely to assist you in evaluating the proposed transaction. Our report may not be relied upon by any other person or entity, or for any other purpose. You may not describe, show or furnish our report to any other person or entity, and no other person or entity may use our report, without our prior written consent. We may withhold consent in our sole discretion, and any such consent may be conditional upon, among other things, written acknowledgment from any person or entity receiving or using our report that we have not authorized reliance by, owe no duty to and have no liability to such person or entity in connection with our due diligence investigation or our report.
- A.8 Estimates are not binding. Any fee estimate, budget, or projection of hours we may provide is not a commitment to cap our fees or perform the services contemplated within a fixed amount of time or for a fixed fee. Any estimate, budget, or projection of hours is by its nature inexact and our actual fees and other charges may vary.
- A.9 Full payment of all amounts. Our fees, disbursements and other charges as described in this Agreement and as shown on our statements are to be paid without any reduction for withholding taxes or other governmental charges, unless otherwise agreed to by you and us. In appropriate circumstances, Client may also be responsible for value added, sales or other taxes related to our fees, disbursements or other charges.
- A.10 Third party payment of legal fees, disbursements and other charges. Sometimes our fees, disbursements and other charges, or a portion of them, are paid by a third party, such as an insurer. In this event, in the absence of an agreement to the contrary, you will remain responsible for paying the difference, if any, between the amounts shown on our statements and any amounts paid by the third party. The full payment of our fees, disbursements and other charges is ultimately your responsibility as Client.
- A.11 <u>Conflicts check</u>. To enable us to conduct a conflicts check, you represent that you have identified for us all persons and entities that are or may become involved in a Matter to the best of your knowledge. You agree

- that you will promptly notify us if you become aware of any other persons or entities that are or may become involved in a Matter.
- A.12 Privacy. Our privacy policy describes our practices with regard to our collection and use of personal information in the course of our business, including in the course of performing legal services for Client. In particular, our privacy policy describes the types of personal information we collect; how we collect, use and share personal information; our legal bases for using personal information; how long we keep personal information; how we protect personal information; the countries to which we may transfer personal information; and the rights of individuals regarding their personal information. Our privacy policy is accessible on our website at https://www.debevoise.com/footer/privacy. It is updated from time to time, so we encourage you to review it regularly.

Client represents and warrants to us that any personal information relating to third parties which Client provides to us is collected, used and shared by Client in accordance with applicable data protection laws. In addition, Client agrees to give to us reasonable notice of any proposed transfer by Client to us of data which include personal information and, to the extent necessary to comply with data protection laws, to provide a copy of our privacy policy to any third party whose personal information is transferred by Client to us. In no event shall we retain, use, sell or disclose any third party personal data (including any "consumer's personal information" as that phrase is used in the California Consumer Privacy Act of 2018) that we have received from Client for any purpose other than for the specific purpose of performing the services specified in this Agreement, except as may be required and/or permitted by law.

A.13 Use of technology. The firm will use communication, word processing, support, analytic, storage and other technologies in the course of providing services to Client. To enable us efficiently to provide our services to Client, we may use technology service providers that host, store or process confidential or other information that Client provides to us and/or documents or data that we create or use in the course of providing services to Client. These technology service providers may in turn use other parties (including so-called "cloud service providers") to provide their services. Although we use commercially reasonable efforts to require our technology service providers to protect the confidentiality and security of

confidential information, documents and data provided to them or to which they otherwise might have access, we are unable to guarantee that such providers, or fourth party providers who assist our technology service providers, will not themselves be subject to data security breaches, or that information, documents and data we provide will not be used by such providers in an unauthorized manner. By entering into this Agreement, Client consents to our use of such providers in providing our services.

- A.14 Email communications. We recommend that all email communication between us and Client be encrypted in transit. Encryption can help avoid the risks attendant to communication by email, which is capable of being intercepted by others. Our systems are configured to send and receive encrypted email by default, and we would be happy to work with you if you choose to configure your systems to enforce encrypted format. If that is not feasible or you choose not to do so, you consent to the use of unencrypted email in our communications.
- A.15 Third party electronic communication providers. We advise against the use of third party electronic communication programs, such as WeChat or WhatsApp, for transmitting confidential information to us, as we cannot vouch for the security of any information transmitted through the use of such programs. If you choose to communicate with us by using any such program, however, such communication by you will be treated as your consent for us to communicate with you using that program.
- A.16 Termination. Client may terminate our representation at any time for any reason. Subject to ethical obligations, we reserve the right to withdraw from an engagement if our statements are not being paid in a timely manner, if for any other reason the lawyerclient relationship is not proceeding in a satisfactory manner, or to comply with other legal requirements such as sanctions restrictions. Our representation regarding the Matter to which this Agreement applies will end upon completion of our legal services under this Agreement, when the firm has performed no services for Client under this Agreement for a period of six months or longer, at such time as it reasonably appears that the need for our legal services in connection with the Matter has ended, or at such time as legally required, whichever is earliest.

In the event we choose to terminate our representation, as set forth in our Agreement, you agree not to contest our withdrawal from any court or administrative proceeding.

Upon termination of our representation in a particular Matter (even if the firm continues active involvement in other Matters on your behalf), the firm will have no further duty to inform you of future developments or changes in law as may be relevant to such Matter. Further, unless we mutually agree in writing to the contrary, the firm will have no obligation to monitor renewal or notice dates or similar deadlines that may arise in connection with Matters for which the firm had been retained but for which we are no longer engaged.

A.17 Disposition of files. Once our work on a Matter ends, at Client's request, the firm will return, retain, or discard the materials pertaining to the Matter to which Client may be entitled under applicable law (the "Client File"). However, unless Client provides written notice to us within one year after a Matter has concluded concerning how Client would like the Client File to be handled, Client understands and agrees that we may retain or destroy the Client File (including all materials contained therein) at our discretion and consistent with our ethical obligations. Client understands that "materials" include originals as well as copies, and also that "materials" include paper files as well as information stored in other forms, including email, electronic documents, audio and video recordings and file materials in other formats.

> Our own files pertaining to the Matter will be retained by the firm (as opposed to being sent to Client) or destroyed. These firm files include, for example, certain internal correspondence and work product, firm administrative records, time and expense reports, personnel and staffing materials, and accounting records.

> We reserve the right to make and retain, at our expense, copies of all materials generated or received by us in the course of our representation. If Client requests copies of materials from us, copies that we generate will be made at Client's expense. Should Client wish us to retain a large quantity of paper or electronic documents, we will negotiate with Client a reasonable charge, based upon the quantity of the material to be retained and the manner and duration of its retention.

A.18 Hosting data. The firm may offer to electronically host and maintain a platform for Client to share information within Client, or as Client chooses, with other individuals. To the extent that the firm agrees to

- offer such a service, you agree to be bound by the "Terms of Use" found at https://extranet.debevoise.com/debevoise/termsOfUse.action, as those terms may be periodically updated. You also agree that to the fullest extent permitted by law you will not hold the firm, its partners, employees or affiliates or our service providers liable for any damage related to or arising out of the use of such a platform.
- A.19 Response to subpoenas or other lawful process. If the firm or any of its personnel are required by subpoena or other lawful process to provide testimony or produce documents or records, including electronic records, relating to the firm's representation of you, we will, to the extent permitted by applicable law, inform you before responding so that you have the opportunity to intervene or interpose any objections. You agree to reimburse the firm for its time and expenses incurred in responding to any such requests (with time to be billed at our standard hourly rates then in effect for the particular individuals involved, unless otherwise agreed), even if our representation of you has ended, including the time and expenses incurred in reviewing documents, appearing at depositions or hearings, and otherwise addressing issues raised by any such requests.
- A.20 <u>Publicity</u>. You agree that the firm may, as a part of our public marketing efforts, identify Client as a client and indicate the nature of the Matter and the results achieved, so long as the firm does not disclose Client's confidential information or secrets as defined by applicable professional conduct rules.
- A.21 Reporting. Legislation on money laundering, terrorist financing and financial sanctions places the firm under a legal duty in certain circumstances, where we know or suspect that a Matter involves money laundering or a breach of financial sanctions, to disclose information to the relevant regulatory authorities, to cease providing services or to take other actions as required by law, regulation or order. If, while we are acting for you, it becomes necessary to make a disclosure, the law may prohibit us from informing you that a disclosure has been made or of the reasons for it. To the extent that the law permits us to do so, we will tell you about the issue(s) identified and explain what action we may need to take.
- A.22 UK and European Union "DAC6" reporting. The UK and EU Mandatory Disclosure Rules, introduced pursuant to EU Directive 2018/822 of 25 May 2018 (also sometimes known as "DAC6" rules), may

- require us to report details of certain arrangements entered into by our clients to a tax authority in the UK or EU. To be reportable, the arrangement must be cross-border, involving the UK or an EU Member State, and have certain hallmarks. We will consult with you before making any such report if we consider that the rules apply to a Matter.
- A.23 Beneficial Ownership Information Reporting. The U.S. Corporate Transparency Act requires certain corporate entities to report beneficial ownership information ("BOI") to the Financial Crimes Enforcement Network ("FinCEN") of the U.S. Department of the Treasury. Upon request, we are pleased to advise Client in assessing applicable BOI reporting obligations, and also to assist in making any required initial BOI report filings. In the absence of our agreement in writing to provide such advice and assistance, however, we disclaim any obligation to do so. We also disclaim any obligation to update or correct any such reporting to FinCEN in the absence of a written agreement providing that we shall do so.
- A.24 <u>Indian taxpayer identification number</u>. Our Indian unique identification number (PAN) is AAFFD9304D.
- A.25 Release of information to third parties retained by Client. On occasion, our Clients request that we release information about the services we provide to third parties retained by Client, including e-billing platforms and legal analytics firms. In the event that you request us to provide information to such third parties and we agree to do so, you acknowledge that we have no liability for any loss or unauthorized use of information that may occur in connection with our provision of such information, whether through a breach or other information security default of the third party or through other circumstances. You also acknowledge that our firm bears no responsibility for any loss or weakening of the attorney-client privilege or any other privilege or protection that may come about as a result of our fulfilling any such request.
- A.26 <u>Severability</u>. If any provision of this Agreement or the application thereof is held invalid or unenforceable in an arbitration or judicial proceeding, the invalidity or unenforceability shall not affect other provisions or applications of this Agreement which can be given effect without such provisions or application, and to this end the provisions of this Agreement are declared to be severable.
- A.27 <u>Entire agreement</u>. The engagement letter and these Terms of Engagement set out the entire agreement

between you and us concerning our provision of legal services. Any modifications of or amendments to this Agreement must be in writing and agreed by all parties. In the event of any conflict between this Agreement and any outside counsel guidelines or policies adopted by Client, this Agreement will govern.

- B. ADDITIONAL TERMS APPLICABLE WHEN SERVICES ARE PROVIDED BY DEBEVOISE ENTITIES IN LONDON, FRANKFURT, PARIS OR LUXEMBOURG
- B.1 Insider lists and inside information. In applicable circumstances and in accordance with the UK Market Abuse Regulation and/or the EU Market Abuse Regulation we will draw up and maintain a list of persons at our firm who act for you and have access to inside information about you in relation to a Matter, provided that you inform us when particular information to which you give us access is inside information and when it ceases to be inside information. We will provide to you a copy of the insider list as soon as possible upon request and we will keep the list for five years from the date it was drawn up or last updated. You acknowledge that we are authorized to disclose the insider list and other information relating to Client to a relevant regulatory authority which may request such information and that we have no obligation to notify you of our compliance with any such regulatory request.
- B.2 Proportional liability. Your other advisers may seek to exclude, cap or otherwise limit their liability in connection with their provision of services to you relating to a Matter, as a result of which our own liability to you may be proportionately increased. We would not regard this as appropriate or fair and accordingly you agree that the total amount you may recover from us (and our other Debevoise entities) if we (and our other Debevoise entities) become subject to a claim by you arising out of a Matter, will not exceed what it would have otherwise been in the absence of any such exclusion, cap or limitation by another adviser.
- B.3 <u>Liability cap.</u> We may, if permitted by local law and professional conduct rules, limit our aggregate liability to you for breach of contract or negligence in respect of a Matter to an amount specified in the relevant engagement letter.

- C. ADDITIONAL TERMS APPLICABLE WHEN SERVICES ARE PROVIDED BY DEBEVOISE LONDON
- C.1 Details of Debevoise London. Debevoise & Plimpton LLP, whose office is at 65 Gresham Street, London EC2V 7NQ, is a limited liability partnership registered in New York. It is authorized and regulated by the Solicitors Regulation Authority. The SRA Code of Conduct for Firms and the SRA Code of Conduct for Solicitors and Registered Foreign Lawyers, at https://www.sra.org.uk/solicitors/standardsregulations/code-conduct-firms/ and https://www.sra.org.uk/solicitors/standardsregulations/code-conduct-solicitors/ respectively, apply to Debevoise London and to our lawyers and employees. The Bar Standards Board Code of Conduct at http://www.barstandardsboard.org.uk/regulatoryrequirements/bsb-handbook/the-handbook-publication also applies to our barristers. Debevoise London's VAT number is GB 524658924.
- C.2 Professional indemnity insurance. Debevoise London is required to hold a minimum level of insurance cover under the Solicitors' Indemnity Insurance Rules. You may obtain information about our insurance, including contact details of our insurer and the territorial coverage of the insurance, from our London Managing Partner.
- C.3 <u>Financial services</u>. During the course of our provision of services to you nothing we do is, or should be construed as, an invitation or inducement to engage in investment activity for the purposes of the UK Financial Services and Markets Act 2000.
- C.4 <u>Lien</u>. We may exercise a lien over your files, i.e. keep all your documents and materials relating to a Matter, while there is still money owing to us for legal fees, disbursements and other charges. This lien may be similar to liens that apply by statute or common law in other jurisdictions.
- C.5 <u>SRA Accounts Rules</u>. The SRA Accounts Rules require us to have an interest policy which provides for the payment of interest on any monies held by us for you in a client account. You may obtain a copy of our policy from our London Managing Partner.
- C.6 <u>Dispute resolution</u>. If you are at any time dissatisfied with the service you are receiving from us, or with any of our statements, or would like to discuss with us any aspect of a Matter or how our service to you could be

improved, please contact the partner responsible for the overall supervision of the Matter or our London Managing Partner. Our complaints procedure is available on request.

If you are dissatisfied with our handling of your complaint you may be entitled to ask the Legal Ombudsman to consider the complaint. Contact details for, and details of the qualification criteria for access to, the Legal Ombudsman are at www.legalombudsman.org.uk.

You may apply to the court for an assessment of any of our statements under Part III of the Solicitors Act 1974.

If a dispute arises between us out of or in connection with the Agreement, or the provision of our services to you whether carried out before, on or after the date of the Agreement, or any non-contractual obligation arising out of or in connection with the Agreement, and it is not resolved under one of the procedures set out above, it will be resolved pursuant to the dispute resolution procedures set forth in the engagement letter.

D. ADDITIONAL TERMS APPLICABLE WHEN SERVICES ARE PROVIDED BY DEBEVOISE SHANGHAI

- D.1 Details of Debevoise Shanghai. Debevoise & Plimpton Shanghai Representative Office ("Debevoise Shanghai") is located at 13/F Kerry Centre Tower One 1515 Nanjing Road West Shanghai, 200040, China. Debevoise Shanghai is licensed to operate as a foreign law firm in China by the Ministry of Justice. Under Ministry of Justice regulations, foreign law firms in China are permitted, amongst other things, to provide consultancy services on non-Chinese law and on international conventions and practices, and to provide information on the impact of the Chinese legal environment. Under the same regulations, foreign law firms in China are not permitted to practice Chinese law, including rendering legal opinions upon Chinese law. Debevoise Shanghai's services in the Matter do not constitute an opinion upon Chinese law. If you require such an opinion, you should obtain it from licensed Chinese counsel and we would be pleased to arrange for assistance.
- D.2. <u>Privacy and Data Protection</u>. By voluntarily providing us with data (including any sensitive personal information included therein), you agree

that we may share information relating to you or a Matter with all Debevoise & Plimpton entities that are part of our global law firm and any lawyers associated with such entities. If you wish to restrict the sharing of your information beyond China and retain your information within China, you should inform us in writing before we commence substantive work on the Matter. You understand that, in any event, Client will ultimately retain liability for any cross-border transfer of Client's data that we effect in connection with the transactions or proceedings for which we are engaged, and to the extent legally permitted, we disclaim any liability in connection with any such transfer.

D.3 <u>Liability Cap</u>. We may limit our aggregate liability to you for breach of contract or negligence in respect of a Matter to an amount specified in the relevant engagement letter. Case 24-22548-CMG Doc 333 Filed 05/21/25 Entered 05/21/25 23:20:07 Desc Main Document Page 30 of 107

Exhibit B

Invoices

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Debevoise & Plimpton LLP 66 Hudson Boulevard New York, NY 10001 +1 212 909 6000

May 21, 2025

Chenyue Zhang CCA Construction, Inc. 445 South Street Suite 310 Morristown, NJ 07960

Invoice #: 2486817 Client Matter 27188.1012

FOR PROFESSIONAL SERVICES rendered through February 28, 2025 in connection with BUSINESS OPERATIONS

Fees \$7,703.55

\$0.00

Charges and Disbursements

TOTAL \$7,703.55

Invoice Number: 2486817

27188.1012 – BUSINESS OPERATIONS

Date	Timekeeper	Narrative	Hours
02/05/25	Labovitz, M. Natasha	Coordinate response to inquiry from FGS about upcoming filings and other potential press worthy matters.	0.2
02/10/25	Worenklein, Elie J.	Participate in weekly update call with FGS (0.5); zoom call with E. Blum [BDO] and J. Schwarz [BDO] and M. Liu [CCA] re year end payroll allocation for shared services (0.5).	1.0
02/11/25	Zipursky, Rebecca	Revise potential DIP ruling statement from FGS.	0.3
02/12/25	Labovitz, M. Natasha	Comment on provisional press statements (0.2); respond to questions re ordinary-course allocation of employee time under shared services program (0.3).	0.5
02/14/25	Labovitz, M. Natasha	Review press reports re hearing.	0.2
02/20/25	Labovitz, M. Natasha	Correspond with E. Worenklein re contract extension question.	0.1
02/20/25	Worenklein, Elie J.	Draft email to team re update on CCA request to extend contract.	0.1
02/23/25	Labovitz, M. Natasha	Correspond with E. Worenklein re operational questions.	0.2
02/23/25	Worenklein, Elie J.	Draft email to N. Labovitz re operational questions from customer.	0.1
02/24/25	Labovitz, M. Natasha	Review press updates from E. Worenklein.	0.2
02/24/25	Worenklein, Elie J.	Weekly call with FGS re upcoming workstreams (0.6); draft recap of call with FGS (0.2).	0.8
02/24/25	Zipursky, Rebecca	Call with FGS and E. Worenklein re pending workstreams and press coverage of business.	0.6
		Total Hours	4.3

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Invoice Number: 2486817

27188.1012 – BUSINESS OPERATIONS

TIMEKEEPER SUMMARY

Title	Timekeeper		Hours	Rate	Amount
Partner	Labovitz, M. Natasha		1.4	2,317.50	3,244.50
		Partner Total	1.4		\$3,244.50
Counsel	Worenklein, Elie J.		2.0	1,620.00	3,240.00
Counsel	Wolenkiem, Ene J.	Counsel Total	2.0	1,020.00	\$3,240.00
					,,,
Associate	Zipursky, Rebecca		0.9	1,354.50	1,219.05
		Associate Total	0.9		\$1,219.05
		Matter Total	4.3		\$7,703.55

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Debevoise & Plimpton

Debevoise & Plimpton LLP 66 Hudson Boulevard New York, NY 10001 +1 212 909 6000

May 21, 2025

Chenyue Zhang CCA Construction, Inc. 445 South Street Suite 310 Morristown, NJ 07960

Invoice #: 2486815 Client Matter 27188.1008

FOR PROFESSIONAL SERVICES rendered through February 28, 2025 in connection with CASE ADMINISTRATION

Fees \$181,685.70

Charges and Disbursements \$24,308.50

TOTAL \$205,994.20

Invoice Number: 2486815

27188.1008 – CASE ADMINISTRATION

Date	Timekeeper	Narrative	Hours
02/01/25	Park, Junho	Circulate timekeeping memo to newly added attorneys.	0.2
02/02/25	Park, Junho	Update docket information for attorney review (0.1) ; contact vendor for interpreter for upcoming hearing (0.2) .	0.3
02/03/25	Goodman, Mark P.	Participate in update call with client re open workstreams.	0.3
02/03/25	Zipursky, Rebecca	Coordinate with J. Park re translator for court hearing.	0.1
02/03/25	Park, Junho	Work to arrange interpreter for court hearing.	0.4
02/04/25	Park, Junho	Update docket for attorney review (0.1); contact vendors re interpreter for upcoming hearing (0.2); assist attorneys in preparing for upcoming client conference (0.1); correspond with F. Yudkin [Cole Schotz] re interpreter (0.3); phone call with DNJ re interpreter requirements (0.1); follow up call with court re same (0.1).	0.9
02/05/25	Park, Junho	Draft pro hac vice for M. Godbe (0.9); update docket files for attorney review (0.1); set up upcoming client meeting for testimony prep (0.2); work on interpreter selection (0.2); follow up with M. Godbe and B. Mishkin re pro hac vice for M. Godbe (0.2).	1.6
02/06/25	Mishkin, Benjamin	Revise M. Godbe pro hac vice application.	0.2
02/06/25	Park, Junho	Assist attorneys with list of upcoming deadlines (0.3); continue working to arrange for interpreter and deposition transcripts (0.5); update docket files for attorney review (0.1); review updated version of pro hac vice for M. Godbe and filing status (0.2); set up visitors for testimony prep (0.1); send updated calendar event (0.1); review calendar and emails to update critical date list (0.6); update critical date list (0.4); assist B. Mishkin and E. Worenklein with preparation of WIP (0.8).	3.1
02/07/25	Labovitz, M. Natasha	Review WIP report (0.1); attend WIP call with E. Worenklein, R. Heller, S. Koboci, B. Mishkin, and J. Park (1.0).	1.1
02/07/25	Worenklein, Elie J.	Participate in weekly internal WIP call with N. Labovitz, R. Heller, S. Koboci, B. Mishkin, and J. Park (1.0); phone call with J. Park re recap of open items from WIP (0.3).	1.3
02/07/25	Heller, Rory	Coordinate hearing logistics (1.9); calls with J. Park re same (0.4); participate in WIP call with N. Labovitz, E. Worenklein, S. Koboci, B. Mishkin, and J. Park (1.0).	3.3
02/07/25	Koboci, Shefit	Review WIP checklist (0.2); participate in WIP checklist call with N. Labovitz, E. Worenklein, R. Heller, B. Mishkin, and J. Park (1.0).	1.2
02/07/25	Mishkin, Benjamin	Update WIP checklist (1.1); participate in WIP call (1.0).	2.1
02/07/25	Park, Junho	Review updated WIP (0.1); participate in WIP meeting with N. Labovitz, E. Worenklein, R. Heller, S. Koboci, and B. Mishkin (1.0); phone call with E. Worenklein re WIP (0.3); draft pro hac vice for M. Maass (0.7); phone calls with R. Heller re logistics for second day hearing (0.4); coordinate with Cole Schotz re pro hac vice filing (0.2).	2.7

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Invoice Number: 2486815

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Date	Timekeeper	Narrative	Hours
02/08/25	Park, Junho	Update docket files for attorney review (0.1); prepare pro hac vice assessment for M. Maass (0.4); prepare final order templates for wages, insurance, and cash management motions (0.8); send same to E. Worenklein, S. Koboci, B. Mishkin, and R. Heller (0.1).	1.4
02/09/25	Godbe, Michael C.	Review and release time entries.	0.4
02/09/25	Park, Junho	Assist E. Worenklein re case status and hearing logistics (0.1); assist E. Weisgerber re witness preparation logistics (0.2).	0.3
02/10/25	Goodman, Mark P.	Attend [partial] restructuring check-in meeting with Y. Wei [CCA], E. Worenklein; A. Costin, and R. Heller.	0.3
02/10/25	Labovitz, M. Natasha	Monitor preparations for omnibus hearing, including exhibits and testimony procedures.	0.2
02/10/25	Worenklein, Elie J.	Participate in weekly call with Y. Wei [CCA], M. Goodman, A. Costin, and R. Heller re status of multiple work streams.	0.9
02/10/25	Costin, Alexander	Participate in restructuring status meeting with Y. Wei [CCA], M. Goodman, E. Worenklein, and R. Heller.	0.9
02/10/25	Heller, Rory	Attend weekly check in call with CCA, M. Goodman, and E. Worenklein (0.9); coordinate logistics for hearing (0.1).	1.0
02/10/25	Park, Junho	Set up testimony preparation room for Y. Wei [CCA] (0.4); correspond with M. Braccia re hearing logistics (0.2); send multiple docket updates to attorney for review (0.4); coordinate hearing logistics (0.3).	1.3
02/11/25	Labovitz, M. Natasha	Comment on omnibus hearing agenda.	0.2
02/11/25	Park, Junho	Prepare 341 meeting binder (0.5); coordinate hearing travel logistics (0.4); further coordinate travel logistics for team (0.5); update docket files for attorney review (0.4); respond to questions re BMLP sealing motion (0.1); prepare binders for hearing (0.9); work on exhibit preparation (0.4); further prepare 341 meeting binder for client (0.8).	4.0
02/12/25	Goodman, Mark P.	Meet with N. Labovitz re hearing preparation.	0.7
02/12/25	Labovitz, M. Natasha	Review pleadings in preparation for omnibus hearing (1.2); meet with M. Goodman re hearing preparation (0.7); correspond with E. Worenklein re hearing agenda (0.1); correspond with R. Heller re coordinating team travel for hearing (0.1); correspond with E. Worenklein re 341 meeting updates (0.2).	2.3
02/12/25	Heller, Rory	Correspond with J. Park re hearing logistics and exhibit displays (0.4); coordinate with E. Weisgerber re transportation to courthouse (0.4); further follow up with internal team re travel logistics (1.3).	2.1
02/12/25	Mishkin, Benjamin	Resolve IT logistics issue for second day hearing.	0.6
02/12/25	McIntyre, Thomas G.	Meet with J. Park and E. Beaver re hearing preparation and checklists (1.1); confirm with internal team re hearing logistics (0.4); multiple calls with J. Park re hearing (1.1); meet with J. Park re hearing prep (1.3); prepare documents for hearing (10.2).	14.1

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27188.1008 - CASE ADMINISTRATION

Date	Timekeeper	Narrative	Hours
02/12/25	Park, Junho	Correspond with R. Heller re hearing logistics and exhibit displays (0.3); meet with T. McIntrye and E. Beaver re hearing preparation and checklists (1.1); further follow up with internal team re hearing travel logistics (0.4); multiple calls with T. McIntyre re hearing preparation and logistics (1.1); coordinate with T. McIntyre re same (1.3); prepare documents for hearing (7.2).	11.4
02/13/25	Goodman, Mark P.	Attend second day hearing.	9.0
02/13/25	Labovitz, M. Natasha	Attend omnibus hearing, including hallway conferences and waiting time.	9.0
02/13/25	Weisgerber, Erica S.	Participate in court hearing on DIP motion, cash management, and examiner motion.	9.0
02/13/25	Worenklein, Elie J.	Attend full day DIP hearing (9.0); prepare various proposed orders based on omnibus hearing (0.6).	9.6
02/13/25	Maass, Molly Baltimore	Participate in second day court hearing.	9.0
02/13/25	McIntyre, Thomas G.	Prepare documents for hearing (2.4); organize hearing materials (1.8).	4.2
02/13/25	Park, Junho	Prepare documents for hearing with T. McIntyre (1.9); review attorney request for documents for hearing preparation (0.5); prepare hearing setup at courthouse (1.8); coordinate logistics re court hearing materials (0.5); assist attorneys throughout hearing (8.5).	13.2
02/14/25	Labovitz, M. Natasha	Review WIP report (0.2); provide instructions to E. Worenklein re open matters (0.2); monitor progress re finalizing and submitting orders (0.2); review updated critical dates list (0.1).	0.7
02/14/25	Worenklein, Elie J.	Phone call with F. Yudkin [Cole Schotz] re revised proposed orders and upcoming hearing (0.7); participate in weekly internal WIP call with M. Godbe, R. Heller, S. Koboci, B. Mishkin, and J. Park re open items (0.7); email exchange with F. Yudkin [Cole Schotz] re orders for chambers (0.3).	1.7
02/14/25	Godbe, Michael C.	Participate in WIP meeting with E. Worenklein, R. Heller, S. Koboci, B. Mishkin, and J. Park (0.7); prepare for same (0.2).	0.9
02/14/25	Heller, Rory	Attend WIP meeting with M. Godbe, J. Park, S. Koboci, B. Mishkin, and E. Worenklein.	0.7
02/14/25	Koboci, Shefit	Review WIP checklist (0.1); participate in WIP checklist call with E. Worenklein, M. Godbe, R Heller, B. Mishkin and J. Park (0.7).	0.8
02/14/25	Mishkin, Benjamin	Update WIP checklist (1.4); participate in WIP call with E. Worenklein, R. Heller, S. Koboci, M. Godbe, and J. Park (0.7).	2.1
02/14/25	McIntyre, Thomas G.	Prepare and organize hearing materials.	1.1
02/14/25	Park, Junho	Assist E. Worenklein re final orders for sealing motion, wage, insurance and cash management (0.2); send updated versions re same (0.6); update critical date list and send to team (0.2); review updated WIP (0.1); participate in WIP meeting with E. Worenklein, M. Godbe, R. Heller, S. Koboci, and B. Mishkin. (0.7); further update critical date list (0.3).	2.1

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Date	Timekeeper	Narrative	Hours
02/17/25	Park, Junho	Upload second day hearing transcript to records for attorney review.	0.1
02/18/25	Heller, Rory	Review docket re follow-up issues from second-day hearing.	0.2
02/18/25	Mishkin, Benjamin	Update WIP checklist.	0.7
02/18/25	Park, Junho	Update docket files for attorney review (0.3) ; send calendar updates to attorneys (0.1) .	0.4
02/19/25	Park, Junho	Provide updates to E. Worenklein re case status.	0.3
02/20/25	Worenklein, Elie J.	Mark up draft WIP.	0.6
02/20/25	Mishkin, Benjamin	Update WIP checklist.	1.5
02/20/25	Park, Junho	Update critical date list (0.5); further update critical date list and circulate to E. Worenklein, S. Koboci, R. Heller, and B. Mishkin (0.8).	1.3
02/21/25	Labovitz, M. Natasha	Review WIP report and critical dates calendar (0.3); attend [partial] WIP call with E. Worenklein, R. Heller, S. Koboci, B. Mishkin and J. Park (0.6).	0.9
02/21/25	Worenklein, Elie J.	Participate in weekly internal WIP call with N. Labovitz [partial], R. Heller, S. Koboci, B. Mishkin and J. Park.	0.7
02/21/25	Heller, Rory	Attend WIP meeting with N. Labovitz [partial], E. Worenklein, S. Koboci, B. Mishkin and J. Park.	0.7
02/21/25	Koboci, Shefit	Review WIP checklist (0.2); participate in WIP checklist with N. Labovitz [partial], E. Worenklein, R. Heller, B. Mishkin and J. Park (0.7).	0.9
02/21/25	Mishkin, Benjamin	Update WIP checklist (0.2); participate in WIP meeting with N. Labovitz [partial], E. Worenklein, R. Heller, S. Koboci, and J. Park (0.7).	0.9
02/21/25	Park, Junho	Further update critical date list (0.2); circulate calendar updates to group (0.3); update docket files for attorneys (0.3); participate in WIP meeting with N. Labovitz [partial], E. Worenklein, S. Koboci, R. Heller, and B. Mishkin (0.7).	1.5
02/22/25	Park, Junho	Update critical dates list (0.5); circulate calendar events re OCP deadlines to Debevoise team (0.2).	0.7
02/24/25	Worenklein, Elie J.	Phone call with Y. Wei [CCA] and C. Zhang [CCA] re weekly call on pending issues (0.5); phone call with C. Zhang [CCA] re recap of items from call (0.3).	0.8
02/25/25	Labovitz, M. Natasha	Correspond with F. Yudkin [Cole Schotz] and E. Worenklein re possible adjournment or virtual appearances for March 5 hearing.	0.2
02/25/25	Worenklein, Elie J.	Phone call with F. Yudkin [Cole Schotz] re March 5 hearing.	0.4
02/26/25	Park, Junho	Prepare update to E. Worenklein re case status and monthly fee statement status (0.5); update docket files and calendar information for attorney review (0.3); work on preparation for upcoming hearing (0.3).	1.1
02/27/25	Mishkin, Benjamin	Update WIP checklist.	0.8

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Date	Timekeeper	Narrative	Hours
02/28/25	Labovitz, M. Natasha	Review WIP report (0.2); attend [partial] WIP call with E. Weisgerber [partial], E. Worenklein, R. Heller, B. Mishkin, J. Park and S. Koboci (0.6).	0.8
02/28/25	Weisgerber, Erica S.	Participate [partial] in weekly team WIP call with N. Labovitz [partial], E. Worenklein, R. Heller, B. Mishkin, J. Park and S. Koboci.	0.5
02/28/25	Worenklein, Elie J.	Participate in weekly internal WIP call with E. Weisgerber [partial], N. Labovitz [partial], R. Heller, B. Mishkin, J. Park and S. Koboci.	0.7
02/28/25	Heller, Rory	Prepare for team meeting (0.9); attend WIP meeting with N. Labovitz [partial], E. Worenklein, E. Weisgerber [partial], B. Mishkin, J. Park and S. Koboci (0.7).	1.6
02/28/25	Koboci, Shefit	Review and provide comments to WIP checklist (0.2); participate in WIP checklist with N. Labovitz [partial], E. Weisgerber [partial], E. Worenklein, R. Heller, B. Mishkin and J. Park (0.7).	0.9
02/28/25	Mishkin, Benjamin	Update WIP checklist (0.2); participate in WIP meeting with N. Labovitz [partial], E. Weisgerber [partial], E. Worenklein, R. Heller, J. Park and S. Koboci (0.7).	0.9
02/28/25	Park, Junho	Circulate updated critical date list; (0.2); participate in WIP meeting with N. Labovitz [partial], E. Weisgerber [partial], E. Worenklein, R. Heller, S. Koboci, and B. Mishkin (0.7).	0.9
		Total Hours	155.0

27188.1008 – CASE ADMINISTRATION

TIMEKEEPER SUMMARY

Title	Timekeeper	Hours	Rate	Amount
Partner	Goodman, Mark P.	10.3	2,317.50	23,870.25
	Labovitz, M. Natasha	15.4	2,317.50	35,689.50
	Weisgerber, Erica S.	9.5	2,025.00	19,237.50
	Partner Total	35.2		\$78,797.25
Counsel	Worenklein, Elie J.	16.7	1,620.00	27,054.00
	Counsel Total	16.7		\$27,054.00
Associate	Godbe, Michael C.	1.3	1,471.50	1,912.95
	Maass, Molly Baltimore	9.0	1,471.50	13,243.50
	Costin, Alexander	0.9	1,354.50	1,219.05
	Zipursky, Rebecca	0.1	1,354.50	135.45
	Heller, Rory	9.6	1,287.00	12,355.20
	Koboci, Shefit	3.8	1,192.50	4,531.50
	Mishkin, Benjamin	9.8	801.00	7,849.80
	Associate Total	34.5		\$41,247.45
Legal Assistant	Park, Junho	49.2	522.00	25,682.40
	McIntyre, Thomas G.	19.4	459.00	8,904.60
	Legal Assistant Total	68.6		\$34,587.00
	Matter Total	155.0		\$181,685.70

27188.1008 – CASE ADMINISTRATION Invoice Number: 2486815

CHARGES AND DISBURSEMENTS SUMMARY

Description		Amount
Doc Prod Dept Standard b/w print (per print)		617.20
Doc Prod Dept Standard color print (per print)		2,319.20
Express deliveries & Outside messengers		443.63
Federal Express, DHL & UPS deliveries		82.18
Filing Fee		517.00
Lawyer Travel - Lodging		454.13
Lexis Services		4,091.53
Outside Copying - Other services & Supplies		3,309.60
Research Information Services		179.45
Transcript Charges		4,326.85
Travel		4,989.32
Westlaw Services		1,838.03
Working Meals		1,140.38
	Matter Total	\$24,308.50

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Debevoise & Plimpton

Debevoise & Plimpton LLP 66 Hudson Boulevard New York, NY 10001 +1 212 909 6000

May 21, 2025

Chenyue Zhang CCA Construction, Inc. 445 South Street Suite 310 Morristown, NJ 07960

Invoice #: 2486824 Client Matter 27188.1026

FOR PROFESSIONAL SERVICES rendered through February 28, 2025 in connection with CONTESTED BMLP **MATTERS**

Fees \$461,137.95

Charges and Disbursements

\$0.00

TOTAL \$461,137.95

27188.1026 – CONTESTED BMLP MATTERS

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	Date	Timekeeper	Narrative	Hours
	02/01/25	Goodman, Mark P.	Correspond with N. Labovitz re BMLP 2004 discovery and examiner motion.	0.2
	02/01/25	Labovitz, M. Natasha	Correspond with E. Worenklein re surety subpoenas (0.2); correspond M. Goodman re examiner objection (0.2).	0.4
	02/01/25	Worenklein, Elie J.	Comment on draft rider for examiner objection.	0.8
	02/01/25	Godbe, Michael C.	Draft objection to examiner motion (9.3); speak with B. Mishkir re same (0.9).	n 10.2
	02/01/25	Koboci, Shefit	Correspond with discovery and data management team re production timeline for use in examiner objection (0.2); review correspondence re discovery for purposes of examiner objection (1.8); draft fact and DIP rider to examiner objection (3.9); correspond with M. Godbe re questions related to fact rider (0.1).	6.0
	02/01/25	Mishkin, Benjamin	Research examiner motion precedent (6.4); review draft examiner motion (0.6); call with M. Godbe re examiner motion draft (0.9).	7.9
	02/01/25	Park, Junho	Correspond with M. Godbe re examiner motion pleading background.	0.3
	02/02/25	Labovitz, M. Natasha	Review draft of objection to examiner motion (0.4); correspond with M. Godbe re same (0.1); call with W. Usatine [Cole Schotz], F. Yudkin [Cole Schotz], E. Weisgerber, R. Heller, and E. Worenklein re 2004 requests to sureties (0.3); call with E. Weisgerber re follow-up of same (0.1); review and address questions re common interest privilege (0.2); review research re same (0.3).	
	02/02/25	Weisgerber, Erica S.	Call with W. Usatine [Cole Schotz], F. Yudkin [Cole Schotz], E. Worenklein, N. Labovitz, and R. Heller re Rule 2004 discovery (0.3); call with N. Labovitz re follow-up re same (0.1); analyze opposition to Rule 2004 discovery by CSCEC Holding (0.8); draft rough outline of opposition to new Rule 2004 discovery requests (0.8).	. 2.0
	02/02/25	Worenklein, Elie J.	Zoom call with N. Labovitz, E. Weisgerber, W. Usatine [Cole Schotz], and F. Yudkin [Cole Schotz] re BMLP Rule 2004 subpoenas (0.3); address questions re joint defense privilege (0.2); comment on draft examiner objection (1.0).	1.5
	02/02/25	Godbe, Michael C.	Draft examiner objection, including responses to internal comments.	5.5
	02/02/25	Heller, Rory	Attend call with E. Worenklein, N. Labovitz, E. Weisgerber, W. Usatine [Cole Schotz], and F. Yudkin [Cole Schotz] re BMLP subpoenas.	0.3
	02/02/25	Mishkin, Benjamin	Continue research on examiner motion precedent (1.1); prepare binder for examiner motion review (0.6).	1.7
	02/02/25	Park, Junho	Prepare research binder re examiner motion.	0.5
	02/03/25	Labovitz, M. Natasha	Correspond with R. Heller re objection to BMLP discovery.	0.2
	02/03/25	Worenklein, Elie J.	Phone call with M. Godbe re examiner motion objection (0.3); mark up draft joinder for motion to quash (0.6).	0.9

27188.1026 – CONTESTED BMLP MATTERS

Date	Timekeeper	Narrative	Hours
02/03/25	Godbe, Michael C.	Speak with B. Mishkin re Examiner motion (0.2); speak with E. Worenklein re same (0.3); revise examiner motion (1.4).	1.9
02/03/25	Heller, Rory	Draft joinder to motion to quash (2.7); draft outline for objection to BMLP discovery (5.3).	8.0
02/03/25	Koboci, Shefit	Draft updates to examiner objection rider.	1.6
02/03/25	Mishkin, Benjamin	Review draft examiner motion objection (0.2); call with M. Godbe re order for examiner motion (0.2); draft proposed examiner order (3.2); email same to M. Godbe (0.1); revise examiner motion objection draft (3.7); confer with R. Zipursky re entry of decision (0.2).	7.6
02/03/25	Zipursky, Rebecca	Confer with B. Mishkin re entry of decision and judgment.	0.2
02/03/25	Park, Junho	Send research re examiner motion to M. Godbe and B. Mishkin.	0.2
02/04/25	Labovitz, M. Natasha	Revise objection to examiner motion.	4.8
02/04/25	Worenklein, Elie J.	Mark up draft examiner objection.	1.9
02/04/25	Godbe, Michael C.	Revise examiner motion objection to incorporate comments.	0.7
02/04/25	Heller, Rory	Draft outline of potential objection to rule 2004 discovery.	3.5
02/04/25	Park, Junho	Correspond with S. Koboci re subpoena status and send chart re same (0.2) ; update subpoena chart (0.4) ; update subpoena files for attorney review (0.2) .	0.8
02/05/25	Labovitz, M. Natasha	Further revise objection to examiner motion (0.6); correspond with M. Godbe re same (0.2); further correspond with M. Godbe re same (0.2); correspond with M. Maass re potential revisions to brief (0.2); comment on revised draft of brief (0.7); correspond with E. Weisgerber re same (0.2); review E. Weisgerber comments re same (0.3).	2.4
02/05/25	Weisgerber, Erica S.	Review and revise draft objection to examiner motion.	2.0
02/05/25	Worenklein, Elie J.	Phone call with M. Godbe re examiner objection (0.3); mark up draft examiner objection (4.1); exchange emails with team re revised proposed order (0.3); comment on draft declaration for examiner response (0.6); phone call with C. Zhang [CCA] re examiner objection (0.4); speak with M. Godbe re examiner motion (0.3); correspond with M. Godbe re comments to examiner objection (0.5); review precedent examiner orders (1.1).	7.6
02/05/25	Costin, Alexander	Revise examiner motion objection (4.2); discuss same with D. Kirschenbaum (0.5).	4.7
02/05/25	Godbe, Michael C.	Correspond with B. Mishkin re examiner motion case law (0.3); speak with B. Mishkin re comments to examiner motion objection (0.1); call with E. Worenklein re same (0.3); correspond with A. Costin re same (0.1); correspond with S. Koboci re same (0.2); correspond with A. Milliaressis [Cole Schotz] re examiner exhibits (0.2); correspond with A. Costin re comments to examiner objection (0.6); correspond with B. Mishkin re examiner declaration (0.3); further call with E. Worenklein re examiner motion objection (0.3); revise examiner motion objection per comments received (7.8).	10.2

27188.1026 – CONTESTED BMLP MATTERS

Date	Timekeeper	Narrative	Hours
02/05/25	Kirschenbaum, Deven	Discuss edits to examiner motion objection with A. Costin (0.5); incorporate comments and edits to examiner objection (1.1).	1.6
02/05/25	Koboci, Shefit	Correspond with E. Worenklein re discovery timeline in connection with examiner objection (0.3); review E. Abrams deposition in connection with revised examiner objection (2.1); review E. Blum deposition in connection with examiner objection (1.6); draft updates to examiner objection (2.1).	6.1
02/05/25	Maass, Molly Baltimore	Review draft objection to examiner motion.	1.7
02/05/25	Mishkin, Benjamin	Draft attorney declaration for examiner objection (1.1); call with M. Godbe re examiner objection (0.1); correspond with M. Godbe re examiner objection (0.1); correspond with A. Costin re litigation rider to examiner objection (0.4); edit examiner objection re feedback from M. Godbe (0.4); revise examiner order per updated version of motion from N. Labovitz (2.1); revise attorney declaration (0.9); correspond with M. Godbe re attorney declaration (0.1); further revise examiner objection per feedback from N. Labovitz and M. Godbe (1.6); correspond with E. Worenklein re examiner objection (0.1); correspond with M. Godbe re incorporating E. Blum deposition into examiner objection (0.1).	7.0
02/06/25	Goodman, Mark P.	Prepare for upcoming court hearing re examiner motion (0.3); email N. Labovitz re same (0.2); review draft objection to examiner motion (0.2).	0.7
02/06/25	Labovitz, M. Natasha	Correspond with E. Worenklein re objection timing (0.2); correspond with W. Usatine [Cole Schotz] and E. Weisgerber re evidentiary support (0.2); call with E. Weisgerber re same (0.2); call with CCA, Cole Schotz team, E. Worenklein and M. Godbe re examiner objection and depositions (0.3); call with E. Worenklein re revisions to objection (0.1); call with E. Worenklein re finalizing brief and accompanying declaration (0.3); correspond with M. Goodman re same (0.2); comment on multiple versions of revised brief (3.3); correspond with M. Godbe, E. Worenklein and E. Weisgerber re same (0.8); review deposition transcripts and other materials for Worenklein declaration (0.4); call with E. Weisgerber re related questions (0.2).	6.2
02/06/25	Weisgerber, Erica S.	Revise draft examiner declaration (1.6); revise objection to examiner motion (2.0); call with E. Worenklein re same (0.3); coordinate with N. Labovitz re same (0.2); call with N. Labovitz re evidentiary support (0.2); call with N. Labovitz re Worenklein declaration (0.2).	4.5

27188.1026 – CONTESTED BMLP MATTERS

Date	Timekeeper	Narrative	Hours
02/06/25	Worenklein, Elie J.	Meet with B. Mishkin and J. Park re objection deadlines (0.2); mark up revised examiner objection (2.6); meet with M. Godbe re draft objection (0.4); call with M. Godbe re same (0.1); meet with S. Koboci re rider for objection (0.2); phone call with CCA, Cole Schotz team, N. Labovitz and M. Godbe re objection and update on depositions (0.3); zoom with W. Usatine [Cole Schotz], F. Yudkin [Cole Schotz] and M. Godbe re examiner motion (0.5); phone call with N. Labovitz re examiner objection and declaration (0.1); phone call with E. Abrams re draft examiner objection (0.2); further mark up draft objection (7.0); meet with B. Mishkin re examiner objection (0.4); mark up draft declaration in support of objection and exhibits (3.3); conference with N. Labovitz re draft declaration (0.3); phone call with F. Yudkin [Cole Schotz] re exhibits for declaration (0.3); multiple calls with M. Godbe re revisions to draft objection (0.5); emails with A. Milliaressis [Cole Schotz] re filing draft objection (0.4); correspond with team re exhibits for declaration (0.5); call with E. Weisgerber re examiner objection (0.3).	17.6
02/06/25	Cattani, Rafaella	Call with A. Costin and S. Crews to discuss examiner objection (0.5); cite check examiner objection (2.4).	2.9
02/06/25	Costin, Alexander	Revise examiner objection (1.4); call with R. Cattani and S. Crews re examiner motion objection cite check assignments (0.5).	1.9
02/06/25	Crews, Stuart	Call with A. Costin and R. Cattani re objection to examiner motion (0.5); cite check opposition to examiner motion (3.6).	4.1
02/06/25	Godbe, Michael C.	Revise examiner objection (3.8); meet with E. Worenklein re examiner objection (0.4); call with E. Worenklein, W. Usatine [Cole Schotz] and F. Yudkin [Cole Schotz] re examiner objection (0.5); participate in client call with N. Labovitz, E. Worenklein, and Cole Schotz team (0.3); call with E. Worenklein re revisions to examiner objection (0.1); further calls with E. Worenklein re same (0.5); coordinate with A. Costin re examiner objection (0.8); correspond with B. Mishkin re supporting declaration (0.6); revise examiner objection (3.9); call with S. Koboci re examiner objection (0.2).	11.1
02/06/25	Heller, Rory	Prepare questions for testimony preparation.	0.7
02/06/25	Kirschenbaum, Deven	Review BMLP's motion for examiner in preparing objection.	0.8
02/06/25	Koboci, Shefit	Research re examiner appointment (3.3); correspond with E. Worenklein re the same (0.4); call with M. Godbe re examiner objection (0.2); meet with E. Worenklein re same (0.2); draft revised examiner objection incorporating comments from E. Worenklein (0.8); identify email exhibits to examiner objection (0.5).	5.4
02/06/25	Maass, Molly Baltimore	Assist with finalization of objection to examiner motion.	2.5

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Date	Timekeeper	Narrative	Hours
02/06/25	Mishkin, Benjamin	Meet with E. Worenklein and J. Park re objection deadlines (0.2); correspond with M. Godbe re examiner objection edits (0.1); meet with E. Worenklein re examiner objection declaration and related legal issues (0.4); provide citations for M. Godbe for examiner objection (1.7); correspond with litigation team re status of chapter 11 case (0.2); revise examiner objection declaration (0.3); incorporate M. Godbe and N. Labovitz comments to declaration (1.7); finalize objection (5.7); meet with J. Park re exhibits for declaration (0.2).	10.5
02/06/25	Park, Junho	Meet with E. Worenklein and B. Mishkin re objection deadlines (0.2); meet with B. Mishkin re exhibits for declaration (0.2); correspond with E. Worenklein re same (0.1); finalize exhibits for declaration in support of objection to examiner motion (1.9).	2.4
02/07/25	Goodman, Mark P.	Review filed objection to examiner motion (0.3); review BMLP's objections re ordinary course professionals and omnibus objection and supporting documents (0.2); email restructuring team re same (0.1).	0.6
02/07/25	Labovitz, M. Natasha	Review BMLP objection to OCP motion (0.2); correspond with R. Heller re same (0.2); comment on revisions to declaration in support of examiner objection (0.4); call with E. Worenklein re same (0.2); final review of declaration (0.2); begin planning for hearing presentation on examiner motion (0.5); review appellate reply brief in connection with examiner objection (0.4); correspond with R. Heller re surety subpoenas (0.2).	2.3
02/07/25	Worenklein, Elie J.	Mark up draft outline for Rule 2004 response (0.9); phone call with R. Heller re comments to outline (0.4); call with N. Labovitz re examiner objection declaration (0.2).	1.5
02/07/25	Godbe, Michael C.	Assist with preparation of examiner declaration.	0.4
02/07/25	Heller, Rory	Draft objection to Rule 2004 discovery (1.3); discuss same with E. Worenklein (0.4).	1.7
02/07/25	Koboci, Shefit	Review BMLP omnibus objection (3.6); prepare outline reply of BMLP objection (1.5).	5.1
02/07/25	Mishkin, Benjamin	Finalize examiner objection declaration.	1.4
02/08/25	Goodman, Mark P.	Review materials relevant to Y. Wei [CCA] testimony.	1.0
02/08/25	Labovitz, M. Natasha	Respond to questions from J. Schwarz [BDO] re BMLP OCP objection and follow-up.	0.2
02/08/25	Heller, Rory	Draft reply to BMLP OCP objection.	3.2
02/08/25	Park, Junho	Update response chart for 2004 discovery (0.5); correspond with R. Heller re subpoenas (0.2).	0.7
02/09/25	Heller, Rory	Draft response to BMLP OCP objection (1.3); correspond with J. Schwarz [BDO] re same (0.2).	1.5
02/09/25	Mishkin, Benjamin	Recompile exhibits for amended examiner objection declaration (0.9); draft amended declaration (0.2).	1.1
02/09/25	Park, Junho	Correspond with B. Mishkin re amended declaration (0.1); compile amended declaration (0.4); send same to E. Worenklein (0.1); correspond with M. Maass re examiner reply (0.1).	0.7

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Date	Timekeeper	Narrative	Hours
02/10/25	Labovitz, M. Natasha	Call with Y. Wei [CCA], J. Yang [CCA] and R. Heller re surety subpoenas and related next steps (0.5); call with F. Yudkin [Cole Schotz], M. Sirota [Cole Schotz], W. Usatine [Cole Schotz], E. Weisgerber and M. Godbe re preparation for upcoming hearing (0.2); review UST position statement on examiner (0.3); correspond with E. Worenklein re same (0.1); correspond with E. Worenklein and E. Weisgerber re declaration in support of examiner objection (0.2); analyze reply brief in support of examiner (0.4); correspond with R. Heller re analysis in response to OCP objection (0.2); review information re OCP objection (0.2).	2.1
02/10/25	Weisgerber, Erica S.	Review UST filing re examiner (0.1); call with F. Yudkin [Cole Schotz], M. Sirota [Cole Schotz], W. Usatine [Cole Schotz], N. Labovitz and M. Godbe re UST filing (0.2); review Rule 2004 subpoenas to sureties and banks (0.5); call with C. Zhang [CCA] re Rule 2004 subpoenas (0.6); review BMLP examiner reply (0.5).	1.9
02/10/25	Worenklein, Elie J.	Numerous internal emails re reply in support of CBIZ retention (0.6); prepare amended declaration for examiner objection (0.2); exchange emails with F. Yudkin [Cole Schotz] re update to declaration (0.2).	1.0
02/10/25	Godbe, Michael C.	Participate in call with N. Labovitz, E. Weisgerber, F. Yudkin [Cole Schotz], M. Sirota [Cole Schotz], and W. Usatine [Cole Schotz] re examiner objection.	0.2
02/10/25	Heller, Rory	Schedule call with BDO and CCA (0.1); attend call with V. Zhao [CCA], M. Liu [CCA], B. Mishkin and J. Schwarz [BDO] re OCP objection (0.8); correspond with N. Labovitz re same (0.1); correspond with E. Worenklein re same (0.1); draft OCP objection (5.2); call with Y. Wei [CCA], J. Yang [CCA] and N. Labovitz re surety subpoenas and related next steps (0.5).	6.8
02/10/25	Mishkin, Benjamin	Participate in call with R. Heller, V. Zhao [CCA], M. Liu [CCA] and J. Schwarz [BDO] re CBIZ payments (0.8); correspond with A. Costin re case status (0.3); send A. Costin deposition transcripts (0.1); create follow up tracker on CBIZ issues (1.9); draft email to E. Worenklein and R. Heller re follow up questions to CCA re CBIZ (1.2); email follow up questions re CBIZ to CCA and BDO teams (0.1).	4.4
02/10/25	Park, Junho	Further update amended declaration for examiner objection (0.2); correspond with E. Worenklein re declaration (0.1); draft notice re corrected exhibit for E. Worenklein review (0.6).	0.9
02/11/25	Goodman, Mark P.	Review BMLP's reply brief re examiner motion (0.6); call with Y. Wei [CCA] re examiner motion (0.2); review proposed revisions to reply in opposition to appointment of an examiner (0.4).	1.2
02/11/25	Labovitz, M. Natasha	Call with E. Blum [BDO], J. Schwarz [BDO], R. Heller and B. Mishkin re OCP motion (0.4); draft follow-up correspondence re same (0.2); comment on draft OCP reply (0.2); prepare for call with surety bond providers re BMLP subpoenas (0.3); attend same (0.5); correspond with J. Yang [CCA] re same (0.1); correspond with E. Weisgerber re same (0.1).	1.8

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Date	Timekeeper	Narrative	Hours
02/11/25	Weisgerber, Erica S.	Review BMLP reply re examiner motion.	0.3
02/11/25	Heller, Rory	Draft reply to OCP objection, including confirming relevant facts (7.3); call with N. Labovitz, E. Blum [BDO], J. Schwarz [BDO] and B. Mishkin re CBIZ (0.4); draft outline for motion to quash BMLP subpoenas (3.7); prepare for call with surety providers re BMLP subpoenas (0.1); participate in same (0.5).	12.0
02/11/25	Mishkin, Benjamin	Participate in phone call with N. Labovitz, R. Heller, J. Schwarz [BDO] and E. Blum [BDO] re OCP reply (0.4); prepare notes from OCP call (0.2); review OCP reply filing (0.3).	0.9
02/12/25	Labovitz, M. Natasha	Sign off on OCP reply (0.2); correspond with B. Theisen [Gibbons] re same (0.1); attend call with surety bond providers re subpoenas (0.6); follow up with R. Heller re same (0.1); correspond with E. Weisgerber re same (0.1); review new subpoenas for Bahamian defendants (0.2); begin preparing for examiner hearing (0.6).	1.9
02/12/25	Godbe, Michael C.	Review statement in opposition to appointment of examiner.	0.2
02/12/25	Heller, Rory	Attend meeting with sureties re subpoenas from BMLP.	0.6
02/13/25	Labovitz, M. Natasha	Prepare talking points for examiner motion oral argument.	1.7
02/13/25	Heller, Rory	Identify transcripts for hearing responses.	0.4
02/14/25	Labovitz, M. Natasha	Consider potential examiner scope (0.3); correspond with M. Sirota [Cole Schotz], F. Yudkin [Cole Schotz] and E. Weisgerber re same (0.2); re-review examiner motion in connection with same (0.3); respond to email from potential examiner (0.2); correspond with M. Davis [counsel to AIG] re surety subpoenas (0.2); correspond with R. Heller re update to sureties.	1.2
02/14/25	Heller, Rory	Circulate joinder for motion to quash BMLP subpoenas.	0.4
02/16/25	Labovitz, M. Natasha	Correspond with E. Worenklein re delegation of responsibilities for interface with YCST.	0.2
02/16/25	Worenklein, Elie J.	Draft update to team re call with CCA re BMLP discovery.	0.3
02/17/25	Goodman, Mark P.	Call with N. Labovitz, M. Sirota [Cole Schotz], W. Usatine [Cole Schotz], F. Yudkin [Cole Schotz], and E. Weisgerber re examiner motion (0.5); email re examiner motion (0.2).	0.7
02/17/25	Labovitz, M. Natasha	Prepare for call re examiner scope (0.4); attend call with M. Sirota [Cole Schotz], W. Usatine [Cole Schotz], F. Yudkin [Cole Schotz], E. Weisgerber and M. Goodman re examiner scope (0.5); correspond with E. Weisgerber re motions to quash and path forward (0.3).	1.2
02/17/25	Weisgerber, Erica S.	Call with M. Sirota [Cole Schotz], W. Usatine [Cole Schotz], F. Yudkin [Cole Schotz], N. Labovitz and M. Goodman teams re examiner motion and next steps (0.5); correspond with N Labovitz re sureties 2004 discovery (0.3).	0.8

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Date	Timekeeper	Narrative	Hours
02/18/25	Labovitz, M. Natasha	Call with R. Heller re surety discovery (0.2); correspond with E. Weisgerber and R. Heller re same (0.2); correspond with F. Yudkin [Cole Schotz] re examiner process (0.1); comment on joinder to motion to quash (0.1); correspond with E. Weisgerber re same (0.2); further correspond with E. Weisgerber re BMLP proposal on discovery (0.3); respond to inquiry from S. Marquez [Crum & Forster] re surety motion to quash (0.2); correspond with J. Yang [CCA] re same (0.1); comment on draft update email to sureties re BMLP discovery (0.2).	1.6
02/18/25	Weisgerber, Erica S.	Meet with R. Heller and M. Maass re Rule 2004 discovery issues (0.6); review Rule 2004 requests to sureties and other third parties (0.5); correspond with N Labovitz re same (0.2); revise draft joinder to Rule 2004 subpoena objections by CSCEC Holding and Non-Debtor Affiliates (0.2).	1.5
02/18/25	Worenklein, Elie J.	Comment on draft joinder to motion to quash (0.2); email with Debevoise team re motion to quash and joinder (0.5); correspond with C. Lambe [YCST] re hearing on motion to quash (0.2); phone call with E. Blum [BDO] re OCP proposal from BMLP (0.3); correspond with team re resolution for OCP motion (0.5).	1.7
02/18/25	Heller, Rory	Call with N. Labovitz re surety discovery (0.2); discuss strategy for filing motion to quash subpoenas with E. Weisgerber and M. Maass (0.6); draft outline re same (0.9); coordinate with Cole Schotz to request an extension from BMLP re same (0.3); coordinate filing of joinder to motion to quash discovery served on affiliates (1.1).	3.1
02/18/25	Maass, Molly Baltimore	Review Rule 2004 discovery re sureties (0.2); meet with E. Weisgerber and R. Heller re same (0.6); review emails re same (0.2).	1.0
02/19/25	Labovitz, M. Natasha	Respond to inquiries from surety providers re discovery status (0.2); correspond with E. Weisgerber re possible BMLP proposal on discovery (0.3); correspond with F. Yudkin [Cole Schotz] re same and examiner issues (0.2); correspond with E. Weisgerber re path forward (0.4).	1.1
02/19/25	Weisgerber, Erica S.	Review outline of motion to quash 2004 discovery (0.3); draft email to M. Maass and R. Heller re same (0.2).	0.5
02/19/25	Worenklein, Elie J.	Correspond with J. Park re status of BMLP discovery and other open items.	0.6
02/19/25	Heller, Rory	Update outline for motion to quash BMLP discovery (1.3); correspond with M. Maass re same (0.2).	1.5
02/19/25	Maass, Molly Baltimore	Review draft outline re motion to quash 2004 subpoenas (0.8); correspond with E. Weisgerber and R. Heller re same (0.2).	1.0
02/19/25	Mishkin, Benjamin	Follow up on research on examiner scope precedent.	1.4
02/20/25	Goodman, Mark P.	Email with N. Labovitz re BMLP proposal relating to examiner	0.2

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issues.

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Date	Timekeeper	Narrative	Hours
02/20/25	Labovitz, M. Natasha	Call with F. Yudkin [Cole Schotz] re examiner scope (0.3); correspond with E. Worenklein re deadline for response to motion to quash (0.1); review precedent relevant to examiner scope (0.2); call with E. Weisgerber, A. Behlmann [Lowenstein] and M. Kaplan [Lowenstein] re 2004 requests and examiner scope (0.3); follow-up call with E. Weisgerber re same (0.1); analyze BMLP proposal re examiner/discovery (0.4); correspond with E. Weisgerber and M. Goodman re same (0.2); update E. Abrams re BMLP proposal on examiner and discovery (0.2).	1.8
02/20/25	Weisgerber, Erica S.	Call with N. Labovitz, A. Behlmann [Lowenstein] and M. Kaplan [Lowenstein] re 2004 requests and examiner issues (0.3); follow-up call with N. Labovitz re same (0.1); review BMLP proposal re same (0.3).	0.7
02/20/25	Worenklein, Elie J.	Phone call with N. Fulfree [Lowenstein] re status of BMLP discovery (0.4); draft email to Debevoise team re recap of call (0.1); correspond with B. Mishkin re examiner order (0.4); exchange emails with B. Thiesen [Gibbons] re OCP motion (0.3); phone call with A. Milliaressis [Cole Schotz] re OCP order and next steps (0.5).	1.7
02/20/25	Heller, Rory	Update outline for motion to quash BMLP discovery.	4.4
02/20/25	Maass, Molly Baltimore	Review precedent re motion to quash (0.6); research re potential motion to quash (0.3); review email from B. Thiesen [Gibbons] re 2004 discovery proposal (0.2).	1.1
02/20/25	Park, Junho	Review emails re OCP motion status (0.1); correspond with B. Mishkin re same (0.1).	0.2
02/21/25	Goodman, Mark P.	Email N. Labovitz re examiner motion.	0.2
02/21/25	Labovitz, M. Natasha	Correspond with J. Yang [CCA] re surety diligence requests (0.2); correspond with E. Weisgerber and C. Lambe [YCST] re BMLP proposal (0.2); correspond with E. Weisgerber re same (0.2); attend meet-and-confer session with Gibbons, Lowenstein, YCST, E. Weisgerber, and M. Maass re same (0.4); correspond with J. Yang [CCA] and Y. Wei [CCA] re surety treatment in BMLP proposal (0.5); comment on update to surety providers re discovery (0.2); correspond with E. Abrams re BMLP examiner proposal (0.2).	1.9
02/21/25	Weisgerber, Erica S.	Prepare for call with BMLP re 2004 discovery and examiner (0.3); participate in meet and confer with Gibbons, Lowenstein, YCST, N. Labovitz, and M. Maass re BMLP proposal (0.4); draft follow-up emails to E. Abrams and CCA team re same (0.3).	1.0
02/21/25	Heller, Rory	Draft update email for J. Yang [CCA] to send to surety providers re concerns about BMLP discovery (0.8); correspond with J. Yang [CCA] re same (0.2); organize questions for CCA re BMLP's proposal (1.2).	2.2
02/21/25	Maass, Molly Baltimore	Attend meet and confer with Gibbons, Lowenstein, YCST, E. Weisgerber, and N. Labovitz re 2004 discovery issues (0.4); draft summary re same (0.4); correspond with Debevoise team and E. Abrams re same (0.1).	0.9

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Date	Timekeeper	Narrative	Hours
02/24/25	Davis, Morgan A.	Review email exchanges with BMLP re discovery.	0.3
02/24/25	Goodman, Mark P.	Call with E. Weisgerber, N. Labovitz, M. Maass, and R. Heller re discovery issues and BMLP's proposed stipulation re schedule.	0.3
02/24/25	Labovitz, M. Natasha	Call with R. Heller re surety discovery (0.1); correspond with R. Heller re same (0.2); review further analysis re same (0.2); call with E. Weisgerber, M. Goodman, M. Maass and R. Heller re BMLP proposal on examiner (0.3); correspond with E. Weisgerber re same (0.2); correspond with M. Sirota [Cole Schotz] and E. Abrams re special committee project (0.2).	1.2
02/24/25	Weisgerber, Erica S.	Call with N. Labovitz, M. Goodman, M. Maass and R. Heller re Rule 2004 request strategy (0.3); call to YCST team re Rule 2004 requests (0.2); call to Lowenstein team re same (0.2); email to Gibbons re review of proposal re same (0.3).	1.0
02/24/25	Worenklein, Elie J.	Revise summary of surety discovery requests (1.4); phone call with R. Heller re BMLP surety discovery (0.3).	1.7
02/24/25	Heller, Rory	Call with N. Labovitz re surety discovery (0.1); attend call with M. Goodman, E. Weisgerber, M. Maass, and N. Labovitz re response to surety discovery (0.3); call with E. Worenklein re same (0.3); correspond with E. Worenklein re same (0.4); call with C. Zhang [CCA] re same (0.1); analyze surety indemnity agreements (4.9).	6.1
02/24/25	Heller, Rory	Organize numerous surety documents for production to BMLP.	0.4
02/24/25	Koboci, Shefit	Review summary of examiner research from B. Mishkin.	0.3
02/24/25	Maass, Molly Baltimore	Attend call with M. Goodman, N. Labovitz, E. Weisgerber, and R. Heller re updates from board meeting and next steps re discovery (0.3); draft response to opposing counsel re same (0.3); review emails re 2004 discovery (0.3).	0.9
02/25/25	Labovitz, M. Natasha	Review research summary on examiner motion (0.2); correspond with B. Mishkin re same (0.1); review analysis of potential response to surety request (0.3); correspond with R. Heller re same (0.1).	0.7
02/25/25	Weisgerber, Erica S.	Correspond with R. Heller re surety questions/requests.	0.3
02/25/25	Worenklein, Elie J.	Comment on updated list of requested surety obligations for BMLP.	0.3
02/25/25	Heller, Rory	Call with J. Yang [CCA] and Y. Dong [CCA] re sureties (0.8); update summary of surety indemnity agreements (3.8); circulate same to team for review (0.2).	4.8
02/25/25	Maass, Molly Baltimore	Correspond with restructuring team re corporate organizational documents (0.2); review emails from team re surety discovery (0.1).	0.3
02/25/25	Mishkin, Benjamin	Research precedent re examiner scope (4.0); draft summary of research re same for group (1.2); prepare research summary re examiner motion developments for attorney review (0.9).	6.1
02/26/25	Labovitz, M. Natasha	Further analyze re potential discovery offering (0.3); correspond with R. Heller re same (0.1).	0.4

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Date	Timekeeper	Narrative	Hours
02/26/25	Worenklein, Elie J.	Phone call with C. Lambe [YCST] re status of BMLP discovery.	0.4
02/26/25	Heller, Rory	Correspond with J. Yang [CCA] re surety indemnity agreements.	0.3
02/26/25	Maass, Molly Baltimore	Review emails re surety discovery.	0.1
02/27/25	Davis, Morgan A.	Review email exchanges with BMLP re discovery.	0.1
02/27/25	Labovitz, M. Natasha	Correspond with R. Heller and C. Zhang [CCA] re surety bond analysis in connection with BMLP discovery (0.3); review draft analysis re same (0.4); further correspond with R. Heller re same (0.3); review position statements of YCST and Lowenstein client groups re BMLP discovery proposal (0.2); conference with E. Weisgerber re same (0.3); review and comment on draft email to BMLP re same (0.3); analyze developments re examiner requests (0.3).	2.1
02/27/25	Weisgerber, Erica S.	Conference with N. Labovitz re surety discovery issue and BMLP proposal (0.3); follow-up email to Debevoise team re same (0.2); exchange emails with Lowenstein and YCST re BMLP 2004 proposal (0.5); exchange follow-up emails with Debevoise team and B. Thiesen [Gibbons] re same (0.4).	1.4
02/27/25	Worenklein, Elie J.	Review summary of examiner precedent research (0.2); phone call with B. Mishkin re examiner precedent (0.6); phone call with R. Heller re BMLP surety request (0.3).	1.1
02/27/25	Heller, Rory	Call with E. Worenklein re surety discovery (0.3); correspond with N. Labovitz re same (0.2); update surety indemnity agreement chart (2.2).	2.7
02/27/25	Mishkin, Benjamin	Draft summary for team of follow-up research on examiner scope (1.2); call with E. Worenklein re same (0.6).	1.8
02/28/25	Davis, Morgan A.	Review emails from BMLP counsel re discovery.	0.1
02/28/25	Labovitz, M. Natasha	Review new proposal from BMLP re withdrawal of subpoenas and delay of examiner appointment (0.2); correspond with E. Weisgerber re same (0.2); correspond with E. Worenklein re outreach to US trustee re same (0.2); review proposed revision of examiner order (0.3); review update from R. Heller with analysis re surety bonds in response to BMLP discovery (0.3).	1.2
02/28/25	Weisgerber, Erica S.	Exchange emails with B. Theisen [Gibbons] re meet and confer/Rule 2004 issues (0.1); review BMLP withdrawal of Rule 2004 subpoenas (0.1).	0.2
02/28/25	Worenklein, Elie J.	Zoom with R. Heller, J. Yang [CCA], Y. Dong [CCA], C. Zhang [CCA], and J. Schwarz [BDO] re surety bond requests (0.9); phone call with C. Zhang [CCA] re status of BMLP discovery and examiner motion (0.4); phone call with F. Yudkin [Cole Schotz] re examiner negotiations (0.3); review markup of examiner order from BMLP (0.2).	1.8
02/28/25	Heller, Rory	Call with J. Yang [CCA], Y. Dong [CCA], C. Zhang [CCA], J. Schwarz [BDO], and E. Worenklein re surety indemnity agreements (0.9); update chart of surety indemnity agreements (0.7); correspond with E. Worenklein re same (0.2).	1.8
02/28/25	Park, Junho	Update team re 2004 subpoena withdrawals.	0.1

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Total Hours 321.7

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TIMEKEEPER SUMMARY

Title	Timekeeper	Hours	Rate	Amount
Partner	Goodman, Mark P.	5.1	2,317.50	11,819.25
	Labovitz, M. Natasha	40.0	2,317.50	92,700.00
	Weisgerber, Erica S.	18.1	2,025.00	36,652.50
	Davis, Morgan A.	0.5	1,755.00	877.50
	Partner Total	63.7		\$142,049.25
Counsel	Worenklein, Elie J.	42.4	1,620.00	68,688.00
	Counsel Total	42.4		\$68,688.00
Associate	Godbe, Michael C.	40.4	1,471.50	59,448.60
	Maass, Molly Baltimore	9.5	1,471.50	13,979.25
	Costin, Alexander	6.6	1,354.50	8,939.70
	Zipursky, Rebecca	0.2	1,354.50	270.90
	Heller, Rory	66.4	1,287.00	85,456.80
	Koboci, Shefit	24.5	1,192.50	29,216.25
	Kirschenbaum, Deven	2.4	1,017.00	2,440.80
	Cattani, Rafaella	2.9	801.00	2,322.90
	Crews, Stuart	4.1	801.00	3,284.10
	Mishkin, Benjamin	51.8	801.00	41,491.80
	Associate Total	208.8		\$246,851.10
Legal Assistant	Park, Junho	6.8	522.00	3,549.60
	Legal Assistant Total	6.8		\$3,549.60
	Matter Total	321.7		\$461,137.95

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Debevoise & Plimpton

Debevoise & Plimpton LLP 66 Hudson Boulevard New York, NY 10001 +1 212 909 6000

May 21, 2025

Chenyue Zhang CCA Construction, Inc. 445 South Street Suite 310 Morristown, NJ 07960

Invoice #: 2486816 Client Matter 27188.1009

FOR PROFESSIONAL SERVICES rendered through February 28, 2025 in connection with CORPORATE GOVERNANCE & BOARD MATTERS

Fees \$82,287.00

Charges and Disbursements

\$0.00

TOTAL \$82,287.00

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Date	Timekeeper	Narrative	Hours
02/02/25	Labovitz, M. Natasha	Correspond with R. Heller re board meeting scheduling.	0.1
02/02/25	Worenklein, Elie J.	Update S. Koboci re board presentation.	0.3
02/02/25	Heller, Rory	Reschedule board meeting.	0.8
02/03/25	Labovitz, M. Natasha	Correspond with M. Goodman re special committee matter.	0.2
02/03/25	Heller, Rory	Schedule special committee meeting (0.3) ; coordinate follow-up items from special committee meeting (0.5) .	0.8
02/04/25	Goodman, Mark P.	Review deck for February 5 board meeting (0.1); email E. Worenklein re same (0.1).	0.2
02/04/25	Worenklein, Elie J.	Mark up draft board presentation.	0.7
02/04/25	Koboci, Shefit	Draft board presentation re status of chapter 11 proceedings (3.1); correspond with E. Worenklein re same (0.2); revise presentation with edits from team (0.5).	3.8
02/05/25	Goodman, Mark P.	Review board deck and email.	0.2
02/05/25	Labovitz, M. Natasha	Comment on board deck (0.3); attend board meeting (0.5).	0.8
02/05/25	Heller, Rory	Prepare for board meeting (0.6) ; attend board meeting to take minutes (0.5) .	1.1
02/05/25	Koboci, Shefit	Revise board presentation (1.2); correspond with A. Costin and A. Manov re same (0.5).	1.7
02/05/25	Park, Junho	Present zoom slides at board meeting.	0.5
02/07/25	Labovitz, M. Natasha	Update R. Heller re scheduling special committee meeting.	0.2
02/08/25	Labovitz, M. Natasha	Provide further instructions to R. Heller re board and special committee process.	0.2
02/08/25	Heller, Rory	Schedule special committee meeting (0.2) ; draft board minutes (0.7) .	0.9
02/09/25	Worenklein, Elie J.	Mark up draft board presentation.	0.4
02/09/25	Heller, Rory	Draft board minutes (2.0); circulate draft board minutes to N. Labovitz (0.2).	2.2
02/09/25	Koboci, Shefit	Draft board presentation on chapter 11 status.	1.2
02/10/25	Goodman, Mark P.	Attend special committee meeting (1.0) ; attend board meeting (0.5) .	1.5
02/10/25	Labovitz, M. Natasha	Outline DIP issues for special committee meeting (0.2); attend special committee meeting (1.0); comment on board deck (0.3); comment on accumulated board minutes (0.5); attend board update call (0.5); follow up with R. Heller re board call (0.1); review E. Blum [BDO] response to special committee request (0.1); correspond with R. Heller re same (0.1).	2.8
02/10/25	Heller, Rory	Attend board update call.	0.5
02/10/25	Koboci, Shefit	Draft board presentation (1.0); correspond with E. Worenklein re same (0.1); correspond with R. Zipursky re same (0.1); draft updates to board presentation (0.6).	1.8
02/10/25	Zipursky, Rebecca	Draft portions of board meeting presentation for S. Koboci.	0.4
02/10/25	Park, Junho	Present zoom slides at board meeting.	0.5

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Date	Timekeeper	Narrative	Hours
02/11/25	Labovitz, M. Natasha	Call with E. Abrams and E. Blum [BDO] re corporate governance questions (0.6); correspond with E. Weisgerber re same (0.2).	0.8
02/12/25	Labovitz, M. Natasha	Conference with E. Blum [BDO] re corporate governance item (0.3); correspond with R. Heller re rescheduling board meeting (0.1).	0.4
02/13/25	Labovitz, M. Natasha	Conference with E. Abrams to discuss hearing and related next steps.	0.9
02/14/25	Heller, Rory	Circulate minutes for review.	0.5
02/17/25	Labovitz, M. Natasha	Respond to question from S. Koboci re board presentation for February 18.	0.2
02/17/25	Worenklein, Elie J.	Mark up draft board presentation.	0.7
02/17/25	Koboci, Shefit	Draft February 18 board presentation (3.3); correspond with A. Costin and R. Zipursky re Bahamian proceedings update (0.2); incorporate edits to board presentation (0.3).	3.8
02/17/25	Zipursky, Rebecca	Draft insert for board meeting deck.	0.3
02/18/25	Goodman, Mark P.	Review deck for board meeting (0.1) ; email N. Labovitz re same (0.1) .	0.2
02/18/25	Labovitz, M. Natasha	Comment on board materials (0.2) ; attend board update call (0.4) ; comment on board minutes (0.3) .	0.9
02/18/25	Worenklein, Elie J.	Correspond with S. Koboci re revisions to board presentation.	0.3
02/18/25	Heller, Rory	Prepare for board meeting (0.2) ; attend board meeting to take minutes (0.4) ; draft board minutes (3.7) .	4.3
02/18/25	Koboci, Shefit	Draft revised board presentation for February 18 meeting (0.8); correspond with R. Heller and E. Worenklein re same (0.4).	1.2
02/18/25	Park, Junho	Present zoom slides at board meeting.	0.4
02/19/25	Heller, Rory	Finalize February 18 board minutes (0.7); compile prior minutes for review (0.5); send same to N. Labovitz for review (0.2).	1.4
02/21/25	Labovitz, M. Natasha	Comment on board update email (0.2); coordinate with R. Heller re upcoming board scheduling and approval of board minutes (0.1).	0.3
02/21/25	Heller, Rory	Circulate board minutes for approval (0.2); circulate special committee minutes for approval (0.2); draft update email for the board (0.9); circulate same (0.2).	1.5
02/22/25	Heller, Rory	Schedule special committee meeting.	0.1
02/23/25	Goodman, Mark P.	Review deck for February 24 board meeting.	0.1
02/23/25	Labovitz, M. Natasha	Comment on draft board presentation.	0.2
02/23/25	Worenklein, Elie J.	Mark up draft board presentation.	1.3
02/23/25	Koboci, Shefit	Draft board presentation for February 24 meeting (3.1); correspond with E. Worenklein re same (0.1); review comments from team to board presentation (0.5).	3.7
02/24/25	Goodman, Mark P.	Attend [partial] CCA board meeting (0.9) ; call with N. Labovitz re same and re follow up (0.1) .	1.0

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Date	Timekeeper	Narrative	Hours
02/24/25	Labovitz, M. Natasha	Prepare for special committee call (0.1); attend same (0.5); provide update comments on board materials (0.1); attend board call (1.0); call with M. Goodman re same and follow up (0.1).	1.8
02/24/25	Heller, Rory	Attend board meeting to take minutes (1.0) ; attend special committee meeting (0.5) .	1.5
02/24/25	Koboci, Shefit	Draft revised board presentation incorporating comments.	0.5
02/24/25	Park, Junho	Attend and present slides at board meeting.	1.0
02/25/25	Labovitz, M. Natasha	Correspond with M. Sirota [Cole Schotz] and E. Abrams re special committee process.	0.2
02/28/25	Heller, Rory	Draft board minutes (1.6) ; circulate same to internal team for review (0.2) .	1.8
		Total Hours	55.1

TIMEKEEPER SUMMARY

Invoice Number: 2486816

Title	Timekeeper		Hours	Rate	Amount
Partner	Goodman, Mark P.		3.2	2,317.50	7,416.00
	Labovitz, M. Natasha	a	10.0	2,317.50	23,175.00
		Partner Total	13.2		\$30,591.00
Counsel	Worenklein, Elie J.		3.7	1,620.00	5,994.00
		Counsel Total	3.7		\$5,994.00
Associate	Zipursky, Rebecca		0.7	1,354.50	948.15
	Heller, Rory		17.4	1,287.00	22,393.80
	Koboci, Shefit		17.7	1,192.50	21,107.25
		Associate Total	35.8		\$44,449.20
Legal Assistant	Park, Junho		2.4	522.00	1,252.80
		Legal Assistant Total	2.4		\$1,252.80
		Matter Total	55.1		\$82,287.00

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Debevoise & Plimpton

Debevoise & Plimpton LLP 66 Hudson Boulevard New York, NY 10001 +1 212 909 6000

May 21, 2025

Chenyue Zhang CCA Construction, Inc. 445 South Street Suite 310 Morristown, NJ 07960

Invoice #: 2486980 Client Matter 27188.1004

FOR PROFESSIONAL SERVICES rendered through February 28, 2025 in connection with DIP FINANCING

Fees \$986,202.45

Charges and Disbursements \$0.00

TOTAL \$986,202.45

27188.1004 - DIP FINANCING

Date	Timekeeper	Narrative	Hours
02/01/25	Goodman, Mark P.	Correspond with E. Weisgerber re status of DIP discovery and related issues (0.2); call with Y. Wei [CCA] re same (0.3).	0.5
02/01/25	Labovitz, M. Natasha	Respond to questions from S. Koboci re context for document for potential production (0.3); correspond with E. Weisgerber re status of production (0.2).	0.5
02/01/25	Weisgerber, Erica S.	Review research re privilege issues (0.5) ; correspond with numerous team members re document production and privilege $\log (0.5)$; call with C. Zhang [CCA] re same (0.2) .	1.2
02/01/25	Baron, Marissa	Correspond with M. Maass and E. Weisgerber re privileged documents and privilege log format (0.7); communicate with L. Kheyfets re privilege log (0.3); review documents in document database for production (0.8); revise draft privilege log (2.4); coordinate with Document Production team re revisions to privilege log (0.2).	4.4
02/01/25	Hayes, Jacqueline	Research questions re privilege (3.2); draft email summary re same (1.1).	4.3
02/01/25	Koboci, Shefit	Review corporate organizational chart for potential production (0.4); correspond with N. Labovitz and E. Weisgerber re same (0.3).	0.7
02/01/25	Maass, Molly Baltimore	Review documents re privilege log (1.3); coordinate generation re same (1.5); revise draft privilege log (4.8).	7.6
02/01/25	Kheyfets, Liza	Prepare documents collection for attorney review and rolling production.	1.5
02/01/25	Slobodkin, Yury G.	Prepare document collection for attorney review.	1.3
02/02/25	Goodman, Mark P.	Call with E. Weisgerber and M. Maass re document discovery issues (0.3); correspond with E. Weisgerber re document issues and joint defense (0.2); email team re preparing witness for hearing (0.1); correspond with E. Weisgerber re privilege analysis (0.1).	0.7
02/02/25	Labovitz, M. Natasha	Correspond with E. Weisgerber and E. Worenklein re preparation for Blum deposition (0.2); respond to questions from E. Weisgerber re context for relevant documents for production (0.3).	0.5
02/02/25	Weisgerber, Erica S.	Call with M. Goodman and M. Maass re discovery issues (0.3); exchange emails with M. Goodman re joint defense issues (0.2); revise draft privilege log (4.5); correspond with M. Maass and M. Baron re same (0.5); prepare for E. Abrams deposition (0.8).	6.3
02/02/25	Worenklein, Elie J.	Call with C. Zhang [CCA] re status of DIP discovery workstreams (0.3); correspond with E. Weisgerber re responses to client discovery questions (0.2); phone call with E. Blum [BDO] re preparation for deposition (0.6).	1.1
02/02/25	Baron, Marissa	Review privileged documents for upcoming production (2.5); revise draft privilege log (1.3); incorporate comments to draft privilege log (1.6); communicate with M. Maass re comments to privilege log and steps to finalize log for production (0.6); review emails from M. Maass and L. Kheyfets re production of privilege log (0.5); correspond with E. Weisgerber and M. Maass re privilege log (0.6).	7.1

27188.1004 - DIP FINANCING

Date	Timekeeper	Narrative	Hours
02/02/25	Maass, Molly Baltimore	Revise draft privilege log (1.0); call with E. Weisgerber and M. Goodman re document collection (0.3); coordinate production of privilege log (3.4); coordinate with M. Baron re comments to privilege log and steps to finalize log for production (0.6); coordinate document production re discovery requests (1.5); draft preparation materials re E. Abrams deposition (1.8).	8.6
02/02/25	Zhou, Xiaoxiao	Review documents in preparation for production (3.0); correspond with M. Liu [CCA] re document collection and production (0.8).	3.8
02/02/25	Kheyfets, Liza	Coordinate document collection for attorney review and production.	4.5
02/02/25	Slobodkin, Yury G.	Set up document collection for attorney review and production.	0.6
02/03/25	Goodman, Mark P.	Correspond with N. Labovitz and E. Weisgerber re discovery issues.	0.3
02/03/25	Labovitz, M. Natasha	Correspond with E. Weisgerber re E. Abrams deposition (0.4); call with E. Abrams and E. Weisgerber re preparation for same (0.3); address questions re collection of documents for production (1.1); correspond with E. Weisgerber re same (0.1); correspond with M. Goodman re same (0.1); call with Y. Wei [CCA] re same (0.3); correspond with X. Zhou re same (0.2); correspond with E. Worenklein and S. Levinson re follow-up questions from Abrams deposition (0.1); call with X. Zhou re production (0.2).	2.8
02/03/25	Levinson, Sidney P.	Correspond with E. Worenklein re background of DIP loan negotiation.	0.3
02/03/25	Weisgerber, Erica S.	Prepare for E. Abrams deposition (0.7); call with N. Labovitz and E. Abrams re same (0.3); participate in E. Abrams deposition (6.5); prepare for E. Blum [BDO] deposition (0.2); participate in continued E. Blum [BDO] deposition prep (1.5); revise deposition prep documents and outline (1.4).	10.6
02/03/25	Worenklein, Elie J.	Phone call with C. Zhang [CCA] re status of DIP discovery (0.4); participate in weekly call with CCA team re DIP discovery and other pending chapter 11 workstreams (0.3); phone call with N. Fulfree [Lowenstein] re DIP discovery (0.3); participate [partial] in deposition preparation session with E. Weisgerber, M. Maass and E. Blum [BDO] (1.2); correspond with S. Levinson and N. Labovitz re DIP background questions (0.2).	2.4
02/03/25	Baron, Marissa	Communicate with M. Maass re clawback of inadvertently produced privileged document (0.3); redact documents to prepare for production (0.4); review protective order provisions re inadvertent production and clawback (0.3); draft clawback letter to BMLP (0.4); review proposed production from L. Kheyfets (0.1); review emails from L. Kheyfets and M. Maass re new production (0.3); correspond with M. Maass and E. Weisgerber re cross-examination preparation materials (0.2); coordinate with J. Hayes and X. Zhou re document review for cross-examination prep (0.2).	2.2

27188.1004 - DIP FINANCING

Date	Timekeeper	Narrative	Hours
02/03/25	Hayes, Jacqueline	Review document production re Y. Wei [CCA] cross-examination preparation (1.8); confer with M. Baron and X. Zhou re same (0.2).	2.0
02/03/25	Koboci, Shefit	Respond to question re DIP discovery from E. Weisgerber (0.4); respond to questions re DIP negotiations from E. Weisgerber (0.2); correspond with E. Worenklein re same (0.1).	0.7
02/03/25	Maass, Molly Baltimore	Meet with E. Abrams to prepare for deposition (0.5); attend E. Abrams deposition (6.5); attend preparation sessions re E. Blum deposition (1.5); coordinate clawback process (0.5); revise privilege log re same (0.3); prepare for upcoming hearing (0.3); coordinate document collection (0.5); draft deposition preparation document (1.0).	11.1
02/03/25	Zhou, Xiaoxiao	Prepare correspondence with CCA re productions (0.8); correspond with N. Labovitz and E. Weisgerber re document production (0.5); review documents for relevance and privilege in preparation for production (8.1); call with N. Labovitz re production (0.2); communicate with M. Baron and J. Hayes re cross-examination prep (0.2).	9.8
02/03/25	Kheyfets, Liza	Prepare document collection for attorney review and production.	3.8
02/04/25	Goodman, Mark P.	Email E. Weisgerber and N. Labovitz re discovery issues (0.4); call with E. Weisgerber re same (0.1).	0.5
02/04/25	Labovitz, M. Natasha	Review documents for context/relevance (0.2); correspond with X. Zhou re same (0.1); correspond with M. Goodman and E. Weisgerber re production (0.2); call with E. Weisgerber re depositions (0.2); review summary of E. Blum [BDO] deposition (0.2).	0.9
02/04/25	Weisgerber, Erica S.	Prepare for E. Blum [BDO] deposition (0.5); conference with M. Maass re same (0.3); defend E. Blum [BDO] deposition (7.5); call with M. Baron, X. Zhou, M. Maass and J. Hayes re Y. Wei [CCA] preparation (0.6); correspond with S. Levinson re depositions (0.3); call with M. Goodman re discovery (0.1); call with N. Labovitz re depositions (0.2).	9.5
02/04/25	Worenklein, Elie J.	Attend BMLP deposition of E. Blum (7.5); review documents for deposition preparation session (0.6).	8.1
02/04/25	Baron, Marissa	Coordinate cross-examination preparation materials for Y. Wei [CCA] (0.3); review summary of E. Blum [BDO] deposition from M. Maass (0.4); review rough transcript of E. Abrams deposition transcript (1.0); call with E. Weisgerber, M. Maass, X. Zhou and J. Hayes to discuss Y. Wei cross-examination preparation and strategy re same (0.6); coordinate with J. Hayes re cross-examination outline and workplan for same (0.2); meet with J. Hayes and X. Zhou re cross-examination outline (0.3); review emails from X. Zhou, M. Maass, E. Worenklein, and R. Zipursky re cross-examination preparation for Y. Wei [CCA] and related materials (0.3).	3.1

27188.1004 - DIP FINANCING

Date	Timekeeper	Narrative	Hours
02/04/25	Hayes, Jacqueline	Review documents in connection with Y. Wei [CCA] cross-examination preparation (4.4); draft summary of pertinent Y. Wei [CCA] documents and their relevancy (1.0); call with E. Weisgerber, M. Maass, M. Baron, and X. Zhou to discuss Y. Wei [CCA] cross preparation (0.6); coordinate Y. Wei [CCA] cross examination outline with M. Baron (0.2); meet with M. Baron and X. Zhou to further discuss Y. Wei [CCA] cross-examination preparation (0.3).	6.5
02/04/25	Koboci, Shefit	Draft transcript notes at E. Blum [BDO] deposition (6.2); revise and prepare notes at request of M. Maass (0.2).	6.4
02/04/25	Maass, Molly Baltimore	Attend E. Blum [BDO] deposition (7.5); conference with E. Weisgerber re same (0.3); call with E. Weisgerber, M. Baron, J. Hayes, and X. Zhou re prep for Y. Wei [CCA] cross-examination (0.6); exchange emails with litigation team re same (0.1).	8.5
02/04/25	Zhou, Xiaoxiao	Call with E. Weisgerber, M. Maass, M. Baron, and J. Hayes re preparation for Y. Wei [CCA] cross-examination (0.6); review documents for relevance and privilege in preparation for production (4.6); conduct targeted searches in preparation for Y. Wei [CCA] cross-examination (1.0); review documents in preparation for Y. Wei [CCA] cross-examination (2.7); correspond with E. Weisgerber, R. Zipursky, and A. Costin re preparation for Y. Wei cross-examination (0.7); meet with M. Baron and J. Hayes to further discuss Y. Wei [CCA] cross-examination preparation (0.3).	9.9
02/04/25	Zipursky, Rebecca	Review archived witness outlines for M. Goodman.	0.3
02/04/25	Park, Junho	Correspond with E. Worenklein re E. Blum [BDO] declaration.	0.1
02/04/25	Kheyfets, Liza	Prepare document collection for attorney review and production.	0.4
02/04/25	Slobodkin, Yury G.	Prepare DIP documents for attorney review and production.	3.5
02/05/25	Labovitz, M. Natasha	Call with E. Weisgerber re J. Xu [CSCEC] deposition (0.2); review J. Xu [CSCEC] deposition transcript (0.6).	0.8
02/05/25	Weisgerber, Erica S.	Attend J. Xu [CSCEC] deposition (6.1); call with N. Labovitz re J. Xu [CSCEC] deposition (0.2).	6.3
02/05/25	Baron, Marissa	Communicate with A. Costin and J. Hayes to discuss Y. Wei [CCA] cross-examination preparation materials and strategy re same (0.6); coordinate cross-examination outline and workplan (0.2); review emails from J. Hayes and B. Mishkin re order of proof for second day hearing (0.2); review first day motions and declarations to draft Y. Wei [CCA] cross-examination outline (2.0); review J. Xu [CSCEC] deposition notes (0.7); review Y. Wei [CCA] draft cross-examination outline and supporting documents (0.8); review emails from E. Weisgerber re clawback challenge (0.1).	4.6
02/05/25	Hayes, Jacqueline	Communicate with A. Costin and M. Baron to discuss Y. Wei [CCA] cross examination preparation (0.6); communicate with M. Baron re cross-examination outline and workplan for same (0.2); create preliminary draft of Y. Wei [CCA] cross preparation outline (5.4); identify documents cited re same (1.0); send preliminary draft to team (0.2).	7.4

27188.1004 - DIP FINANCING

Date	Timekeeper	Narrative	Hours
02/05/25	Maass, Molly Baltimore	Attend J. Xu [CSCEC] deposition (6.1); correspond with team re deposition (0.3); review documents re production (1.4).	7.8
02/05/25	Zhou, Xiaoxiao	Attend J. Xu [CSCEC] deposition [partial] (4.6); prepare analysis re same (2.2); prepare outline for Y. Wei [CCA] cross-examination preparation (4.9).	11.7
02/05/25	Kheyfets, Liza	Prepare document collection for attorney review and production.	0.3
02/06/25	Goodman, Mark P.	Email E. Weisgerber re discovery and clawback issue.	0.3
02/06/25	Labovitz, M. Natasha	Correspond with E. Weisgerber re DIP production and privilege questions (0.2); review specific documents and context re same (0.2); follow up re same (0.1).	0.5
02/06/25	Weisgerber, Erica S.	Analyze privilege/clawback challenge from BMLP (0.4); analyze confidentiality request from BMLP (0.2); correspond with M. Maass re same (0.2); correspond with BMLP re same (0.2).	1.0
02/06/25	Worenklein, Elie J.	Call with M. Maass re recap of depositions (0.4); call with F. Yudkin [Cole Schotz] re status of DIP depositions and timing for objection (0.3).	0.7
02/06/25	Baron, Marissa	Review E. Blum [BDO] rough deposition outline to prepare for Y. Wei [CCA] cross-examination (0.7); review emails from E. Weisgerber, M. Maass, X. Zhou, and J. Hayes re cross-examination outline and related preparation documents for Y. Wei [CCA] cross- examination (1.0); review emails from E. Weisgerber, N. Labovitz and S. Levinson re challenge to assertion of privilege over inadvertently produced documents (0.2).	1.9
02/06/25	Hayes, Jacqueline	Draft Y. Wei [CCA] cross examination preparation outline (1.2); circulate cross examination preparation outline to team (0.2); update team on missing items in Y. Wei [CCA] cross preparation outline (0.5); update Y. Wei [CCA] cross examination preparation outline with missing materials per M. Maass (1.5); implement changes to cross preparation outline (3.0); communicate with A. Costin re cross examination preparation outline questions (0.5); prepare additional documents to draft (1.5); correspond with B. Mishkin order of proof for cross preparation (0.3); correspond with restructuring team for help compiling outline questions (0.3); compile documents for Y. Wei [CCA] cross examination preparation (1.3); prepare binder for Y. Wei [CCA] cross examination preparation (0.3).	10.6
02/06/25	Maass, Molly Baltimore	Draft response to BMLP re privilege dispute (0.5); revise privilege log re claw back (0.5); revise preparation materials re cross-examination (3.0); correspond with team re upcoming hearing preparation (0.7); call with E. Worenklein re recap of depositions (0.4).	5.1
02/06/25	Zhou, Xiaoxiao	Prepare materials and outline for Y. Wei [CCA] cross-examination preparation.	13.8
02/06/25	Slobodkin, Yury G.	Respond to legal team request for assistance.	0.4
02/07/25	Goodman, Mark P.	Email N. Labovitz and R. Heller re discovery issues and hearing preparations.	0.2

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Date	Timekeeper	Narrative	Hours
02/07/25	Labovitz, M. Natasha	Correspond with E. Weisgerber and M. Maass re hearing preparation (0.2); correspond with M. Goodman and R. Heller re same (0.2); correspond with M. Maass re privilege dispute (0.3); correspond with E. Weisgerber re declarations in lieu of direct testimony (0.2); identify precedent re same (0.2); preliminarily review BMLP DIP objection (0.5); correspond with E. Worenklein, M. Godbe and S. Koboci re next steps for same (0.4); comment on DIP reporting (0.2); follow up with E. Worenklein re same (0.1); review update re discovery issue (0.1).	2.4
02/07/25	Weisgerber, Erica S.	Meet and confer with BMLP counsel re clawback privilege document issue (0.3); confer with M. Maass re same (0.2); email with Debevoise team re DIP objection (0.5).	1.0
02/07/25	Worenklein, Elie J.	Review DIP reporting requirements (0.4); phone call with J. Schwarz [BDO] re DIP reporting (0.6); correspond with team re DIP reporting (0.3); phone call with M. Godbe re draft DIP reply (0.5); phone call with C. Zhang [CCA] re DIP hearing preparation (0.4); correspond with S. Koboci re research for DIP reply (0.7); phone call with F. Yudkin [Cole Schotz] re precedent for DIP reply (0.4); research precedent for DIP reply (0.6).	3.9
02/07/25	Baron, Marissa	Review emails from N. Labovitz and M. Maass re discovery issue (0.2); review emails from X. Zhou and E. Weisgerber re cross-examination preparation outline for Y. Wei [CCA] (0.3); review finalized cross-examination preparation outline and e-binder of related documents (0.6).	1.1
02/07/25	Godbe, Michael C.	Correspond with J. Park re DIP research (0.2); call with E. Worenklein re DIP reply (0.5); correspond with J. Park re background materials (0.2); review BDO declaration (0.6); review DIP motion (0.5); review DIP objection (1.8).	3.8
02/07/25	Heller, Rory	Read BMLP objection to DIP for purpose of planning response.	1.6
02/07/25	Koboci, Shefit	Correspond with J. Schwarz [BDO] re DIP reporting (0.3); review DIP reporting documents received from BDO (0.2); correspond with E. Worenklein re same (0.2).	0.7
02/07/25	Maass, Molly Baltimore	Meet and confer with opposing counsel re privilege dispute (0.3); correspond with Debevoise team re update from same (0.2); call with F. Yudkin [Cole Schotz] re plan for hearing (0.4); correspond with F. Yudkin [Cole Schotz] re hearing logistics (0.3); draft witness declaration re upcoming hearing (3.1); review omnibus objection to DIP motion and other filings (3.3); draft email to E. Weisgerber re same (0.5); confer with E. Weisgerber re clawback issue (0.2).	8.3
02/07/25	Mishkin, Benjamin	Research precedent for DIP reply (2.0); review BMLP objections (1.4).	3.4
02/07/25	Zhou, Xiaoxiao	Prepare materials and outline for Y. Wei [CCA] cross-examination.	4.7

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Date	Timekeeper	Narrative	Hours
02/07/25	Park, Junho	Send documents for DIP/cash management reply to M. Godbe (0.2); correspond with E. Worenklein re confidential stamped copies of cash flow report (0.1); circulate same to internal team (0.1); organize sealed documents for attorney review (0.7); organize responsive and related documents for DIP objection (0.4); send same to E. Worenklein (0.1).	1.6
02/08/25	Goodman, Mark P.	Email N. Labovitz and E. Weisgerber re DIP reply.	0.2
02/08/25	Labovitz, M. Natasha	Review S. Koboci summary of DIP objections (0.2); draft list of next steps and questions re same (0.6); correspond with E. Weisgerber re DIP objection (0.1); correspond with S. Levinson and E. Weisgerber re DIP-related fact questions (0.2).	1.1
02/08/25	Weisgerber, Erica S.	Revise materials for testimony preparation for Y. Wei [CCA] (3.0); correspond with X. Zhou re same (0.3); review DIP objection from BMLP (2.8).	6.1
02/08/25	Worenklein, Elie J.	Review BMLP omnibus objection (1.2); mark up draft outline of responses to objections (2.6).	3.8
02/08/25	Godbe, Michael C.	Identify precedent materials for DIP reply.	0.4
02/08/25	Koboci, Shefit	Draft DIP objection chart (7.5); revise draft incorporating comments from E. Worenklein (1.9).	9.4
02/08/25	Maass, Molly Baltimore	Draft witness declaration re upcoming hearing (6.0); draft witness and exhibits list re same (2.8).	8.8
02/08/25	Mishkin, Benjamin	Research contested DIP motions.	0.4
02/08/25	Zhou, Xiaoxiao	Continue to prepare outline for Y. Wei [CCA] cross-examination preparation session.	2.5
02/08/25	Park, Junho	Send research precedent to S. Koboci for DIP reply.	0.8
02/09/25	Goodman, Mark P.	Continue to review materials relevant to Y. Wei [CCA] testimony (0.7); call [partial] with E. Weisgerber and X. Zhou re preparation for Y. Wei [CCA] testimony (0.4); review chart summarizing BMLP's arguments in opposition to DIP (0.1); email from N. Labovitz re same (0.1).	1.3
02/09/25	Labovitz, M. Natasha	Review DIP objection and prepare outline of issues (0.7); call with S. Levinson and E. Weisgerber re same (1.0); call with E. Weisgerber re DIP reply (0.6); prepare preliminary outline of DIP reply brief (0.6); call [partial] with E. Worenklein, R. Heller, S. Koboci, B. Mishkin, M. Godbe and E. Weisgerber [partial] re same (0.6); edit grid of DIP objections and responses (1.2).	4.7
02/09/25	Levinson, Sidney P.	Call with N. Labovitz and E. Weisgerber re BMLP objection to DIP.	1.0
02/09/25	Weisgerber, Erica S.	Call with N. Labovitz and S. Levinson re DIP objection (1.0); call with M. Goodman [partial] and X. Zhou re hearing preparation (0.7); correspond with M. Maass re DIP reply and hearing preparation (0.5); revise draft exhibit and witness list (0.4); call with N Labovitz re DIP reply (0.6); meet [partial] with E. Worenklein, R. Heller, S. Koboci, B. Mishkin, M. Godbe and N. Labovitz [partial] re same (0.5); prepare outline of key points for DIP hearing (0.6); prepare supplemental E. Blum [BDO] declaration (3.8).	8.1

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Date	Timekeeper	Narrative	Hours
02/09/25	Worenklein, Elie J.	Call with N. Labovitz [partial], R. Heller, S. Koboci, B. Mishkin, M. Godbe and E. Weisgerber [partial] re DIP reply brief research items (0.8); review draft omnibus objection (2.3); review precedent DIP replies (1.4); phone call with B. Mishkin re DIP research (0.1); mark up draft DIP reply chart (4.2).	8.8
02/09/25	Godbe, Michael C.	Correspond with E. Worenklein re internal team call (0.1); participate in team call with E. Worenklein, R. Heller, S. Koboci, B. Mishkin, N. Labovitz [partial] and E. Weisgerber [partial] re DIP objection (0.8); research DIP priority issues (0.4); draft rider for reply to DIP objection (2.4).	3.7
02/09/25	Heller, Rory	Attend call with N. Labovitz [partial], E. Worenklein, S. Koboci, B. Mishkin, M. Godbe and E. Weisgerber [partial] to discuss reply to DIP objection.	0.8
02/09/25	Koboci, Shefit	Draft DIP objection chart (0.5); call with E. Worenklein, M. Godbe, R. Heller, N. Labovitz [partial], E. Weisgerber [partial] and B. Mishkin re BMLP omnibus reply (0.8); review BMLP objection (1.5); draft DIP reply (2.9); draft updates to DIP objection chart (2.5).	8.2
02/09/25	Maass, Molly Baltimore	Draft witness and exhibits list re upcoming hearing (2.8); draft list of issues from objection re witness preparation (1.0).	3.8
02/09/25	Mishkin, Benjamin	Call with N. Labovitz [partial], R. Heller, S. Koboci, E. Worenklein, M. Godbe and E. Weisgerber [partial] on DIP reply (0.8); call with E. Worenklein re DIP reply research (0.1); research legal issues for DIP reply (3.0).	3.9
02/09/25	Zhou, Xiaoxiao	Prepare supplemental note in preparation for Y. Wei [CCA] cross-examination session (6.0); update Y. Wei [CCA] cross-examination preparation outline (4.2); call with M. Goodman and E. Weisgerber re Y. Wei [CCA] cross-examination preparation (0.7).	10.9
02/09/25	Zipursky, Rebecca	Draft deposition preparation for Y. Wei [CCA] for M. Goodman.	3.5
02/09/25	Park, Junho	Prepare documents for exhibit list at second day hearing (0.9); correspond with B. Mishkin re same (0.2).	1.1
02/10/25	Davis, Morgan A.	Participate [partial] in testimony preparation for Y. Wei [CCA].	1.3
02/10/25	Goodman, Mark P.	Continue to review materials and outline re Y. Wei's testimony (0.5); meet with Y. Wei [CCA] to prepare for hearing (5.0).	5.5
02/10/25	Labovitz, M. Natasha	Comment on DIP issues list (0.6); comment on email to Lowenstein requesting DIP revisions (0.3); correspond with E. Worenklein re same (0.1); review summaries re DIP precedents cited by BMLP (0.4); correspond with E. Worenklein and S. Koboci re DIP reply drafting (0.2); review legal argument riders re same (0.4); correspond with E. Weisgerber re document production items (0.2); respond to questions re confidentiality of certain exhibits (0.2).	2.4
02/10/25	Levinson, Sidney P.	Prepare for potential P. Mandarino [B. Riley] cross-examination.	1.0

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Date	Timekeeper	Narrative	Hours
02/10/25	Weisgerber, Erica S.	Prepare for Y. Wei [CCA] testimony preparation (1.1); participate in Y. Wei [CCA] testimony preparation (5.0); prepare witness and exhibit list for February 13 hearing (1.3); correspond with M. Maass re same (0.5); prepare E. Blum [BDO] declaration (2.0); correspond with X. Zhou and M. Maass re hearing preparation (0.3).	10.2
02/10/25	Worenklein, Elie J.	Revise draft email to A. Behlmann [Lowenstein] re DIP modifications (0.4); phone call with A. Behlmann [Lowenstein] re potential DIP modifications (0.3); mark up draft DIP reply brief (4.3); phone call with S. Koboci re comments to DIP reply (1.1); draft riders on DIP order provisions (1.8).	7.9
02/10/25	Godbe, Michael C.	Prepare argument rider for DIP reply (1.7); research additional support for same per E. Worenklein request (1.0); correspond internally re UST correspondence (0.2); prepare additional citation for the DIP reply (0.3); review B. Mishkin DIP rider (0.2); prepare proposed revisions and comments re same (1.9).	5.3
02/10/25	Hayes, Jacqueline	Prepare produced versions of exhibits re DIP comparisons.	0.5
02/10/25	Koboci, Shefit	Revise draft DIP objection chart per N. Labovitz comments (1.0); draft DIP objection reply (0.8); draft correspondence to A. Behlmann [Lowenstein] re proposed credit agreement amendments (0.8); compile requested precedent DIP documents (0.7); call with E. Worenklein re DIP reply (1.1); review BMLP objection (2.3); draft DIP objection reply (5.2); correspond with B. Mishkin re rider to DIP reply (0.1); correspond with E. Blum [BDO] re lender contacts (0.1); revise reply to DIP objection (2.9).	15.0
02/10/25	Maass, Molly Baltimore	Draft revised witness declaration (4.4); revise witness and exhibits list for upcoming hearing (4.4); call with J. Park re exhibits for same (0.3); prepare talking points re privilege dispute (0.5).	9.6
02/10/25	Mishkin, Benjamin	Research re sub rosa plan objection (0.4); research re independent director objection (1.4) draft rider to DIP reply (4.5).	6.3
02/10/25	Zhou, Xiaoxiao	Participate in Y. Wei [CCA] cross-examination preparation session (5.0); prepare Y. Wei [CCA] supplemental declaration (7.8); prepare summary of reviewed documents (2.0); review BMLP omnibus objection and cited exhibits in preparation for Y. Wei [CCA] cross-examination (2.0).	16.8
02/10/25	Park, Junho	Research precedent re DIP motions (1.7); correspond with S. Levinson and E. Weisgerber re same (0.2); update exhibit list re DIP motion (0.6); phone call with M. Maass re exhibits (0.3); further update to exhibits (0.6); correspond with M. Maass re exhibits (0.1); update same (1.3); research DIP agreements for S. Koboci (0.8); finalize exhibits for filing (2.1).	7.7
02/11/25	Davis, Morgan A.	Review materials for testimony preparation of Y. Wei [CCA] and E. Abrams (0.3); coordinate with A. Costin re Y. Wei [CCA] preparation materials (0.1); comment on same (0.2); comment on Y. Wei [CCA] declaration (0.4).	1.0

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Date	Timekeeper	Narrative	Hours
02/11/25	Goodman, Mark P.	Call with Y. Wei [CCA] re witness list and February 13 court hearing (0.2); email E. Weisgerber re witness lists and preparation for February 13 court hearing (0.2); call with E. Weisgerber re same (0.3); review draft DIP reply brief (0.3); continue to review documents in preparation for court hearing (0.6); review revised Y. Wei [CCA] supplemental declaration (0.2); email X. Zhou re same (0.1).	1.9
02/11/25	Labovitz, M. Natasha	Revise draft DIP reply brief (2.7); work on negotiations of potential DIP settlement (0.8); conference with E. Abrams re same (0.4); edit chart of DIP objections to reflect negotiations (0.8); call with S. Koboci re same (0.1); sign off on DIP reply brief (0.4); review Y. Wei [CCA] declaration in support of DIP (0.3); review E. Abrams declaration in support of DIP (0.3); review DIP Lender reply brief (0.2); correspond with E. Weisgerber re same (0.1); call with A. Behlmann [Lowenstein] re negotiations (0.2); call with S. Levinson re same (0.2).	6.5
02/11/25	Levinson, Sidney P.	Review draft reply brief re BMLP objections (0.4); exchange emails with Debevoise team re reply brief (0.6); review P. Mandarino [B. Riley] declaration (0.2); call with N. Labovitz re DIP terms (0.2).	1.4
02/11/25	Weisgerber, Erica S.	Revise E. Blum [BDO] declaration (2.5); call with M. Goodman re hearing preparation (0.3); call with A. Behlmann [Lowenstein] re same (0.2); revise draft E. Abrams declaration (2.0); revise draft Y. Wei [CCA] declaration (2.5); correspond with N. Labovitz re DIP reply (0.2); review DIP Lender's DIP motion reply (0.3); revise draft DIP reply (2.6); correspond with Debevoise team re same (0.4); review BMLP exhibit list (0.3); call with Lowenstein team re hearing preparation (0.5); follow up with Lowenstein team and Debevoise team re same (0.3); call with BMLP and Lowenstein teams re hearing preparation (0.4).	12.5
02/11/25	Worenklein, Elie J.	Mark up draft DIP reply (5.8); correspond with C. Zhang [CCA] and N. Labovitz re comments to DIP reply (0.3); phone call with F. Yudkin [Cole Schotz] re DIP reply and hearing logistics (0.3); phone call with S. Koboci and E. Blum [BDO] re comments to DIP reply (0.5); multiple calls with F. Yudkin [Cole Schotz] re final revisions to the DIP reply (0.6); comment on draft DIP declarations (2.1); further edit DIP reply (1.1).	10.7
02/11/25	Fawaz, Basil	Analyze depositions and trial transcript for DIP reply.	3.8
02/11/25	Godbe, Michael C.	Review DIP reply (0.3); correspond with E. Worenklein re DIP research (0.1); revise DIP reply (4.2); correspond with E. Worenklein re same (0.5); correspond with S. Koboci re questions on same (0.1); revise same per N. Labovitz comments (1.8); correspond with B. Mishkin re citations (0.2); revise DIP reply (2.9).	10.1
02/11/25	Hayes, Jacqueline	Research privilege issue (3.2); draft email to E. Weisgerber re same (1.1).	4.3
02/11/25	Heller, Rory	Attend call with C. Zhang [CCA] and S. Koboci to discuss DIP reply.	0.2

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Date	Timekeeper	Narrative	Hours
02/11/25	Koboci, Shefit	Draft revised DIP reply (1.6); draft revised DIP reply exhibit A (0.7); correspond with E. Worenklein re same (0.1); incorporate updates to DIP reply (0.9); revise DIP reply to incorporate comments received from N. Labovitz, E. Worenklein, M. Godbe, E. Weisgerber, B. Mishkin and M. Maass (6.9); coordinate with discovery and data management team re production (0.2); call with C. Zhang [CCA] and R. Heller re comments to reply (0.2); call with E. Worenklein and E. Blum [BDO] re comments to reply (0.5); correspond with B. Mishkin re comments to DIP reply (0.2); correspond with E. Worenklein and M. Godbe re comments to DIP reply (0.7); call with N. Labovitz re comments to DIP reply (0.1); correspond with E. Abrams re comments to DIP reply (0.2); correspond with N. Labovitz re approved budget question (0.3).	12.6
02/11/25	Maass, Molly Baltimore	Draft fact section for DIP reply (1.0); revise witness declarations for filing (3.5); calls with E. Blum [BDO] and Y. Wei [CCA] re same (0.5); draft witness preparation materials for hearing prep (4.2).	9.2
02/11/25	Mishkin, Benjamin	Draft rider for argument section of DIP motion reply (2.4); continue drafting same (2.1); correspond with M. Godbe re DIP reply (0.1); edit DIP reply per comments from team members (4.5); research case law re DIP reply (1.6); research precedent re DIP for cross-examination preparation (0.8).	11.5
02/11/25	Zhou, Xiaoxiao	Prepare Y. Wei [CCA] supplemental declaration.	5.2
02/11/25	Zipursky, Rebecca	Review hearing exhibits for veil piercing and trial issues.	4.1
02/11/25	Park, Junho	Correspond with S. Koboci re DIP motion (0.3); send information re billing amounts to S. Koboci for inclusion in DIP reply (0.9); update N. Labovitz re same (0.1); correspond with E. Weisgerber and M. Maass re hearing preparation (0.1); correspond with R. Heller re same (0.1); send research precedent on DIP motion to B. Mishkin (0.4); send documents re Blum Declaration to BDO (0.3); organize exhibit documents for hearing preparation (4.1); update DIP final order for E. Worenklein review (0.3); correspond with E. Worenklein re same (0.2); incorporate UST comments to revised seal motion order (0.3); send same to E. Worenklein (0.1); send further revisions to E. Worenklein re same (0.4); correspond with E. Worenklein re comments to BMLP omnibus reply (0.2).	7.8
02/11/25	Kheyfets, Liza	Coordinate document collections for attorney review and production.	0.7
02/11/25	Slobodkin, Yury G.	Set up document collections and production for attorney review.	1.9
02/12/25	Davis, Morgan A.	Participate in testimony preparation for E. Abrams (2.3); coordinate with R. Zipursky re review of BMLP exhibits (0.2); comment on analysis by R. Zipursky re same (0.3); call with E. Weisgerber re plan for hearing (0.2); call with M. Goodman re preparation for redirect (0.2); call with M. Goodman re plan for hearing (0.2).	3.4
02/12/25	Goodman, Mark P.	Continue to prepare for February 13 hearing (3.7); call with M. Davis re preparation for redirect (0.2); call with M. Davis re hearing (0.2); call with Y. Wei [CCA] re same (0.1).	4.2

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Date	Timekeeper	Narrative	Hours
02/12/25	Labovitz, M. Natasha	Meet with E. Blum [BDO] in preparation for upcoming hearing (0.2); review key evidentiary exhibits (0.7); review witness declarations (0.9); review all pleadings in preparation for hearing (1.1); analyze settlement proposal from BMLP (0.5); call with E. Abrams re same (0.3); call with A. Behlmann [Lowenstein] re same (0.3); email E. Abrams re neutral proposal (0.4); analyze DIP arguments in preparation for hearing (0.4); review case law and precedents cited by BMLP (0.6); respond to factual questions re DIP negotiations (0.3).	5.7
02/12/25	Levinson, Sidney P.	Prepare potential cross-examination of P. Mandarino [B. Riley] (4.1); correspond with E. Weisgerber and N. Labovitz re same (0.4).	4.5
02/12/25	Weisgerber, Erica S.	Participate in testimony preparation session with E. Abrams (2.3); review updated E. Blum [BDO] declaration (0.5); call with E. Blum [BDO] re declaration revisions (0.4); call with A. Del Piano [BDO] re same (0.2); revise E. Blum declaration (1.5); revise Y. Wei [CCA] declaration (0.4); review updated E. Abrams declaration (0.7); participate in testimony preparation session with E. Blum [BDO] (2.0); prepare talking points for DIP closing argument (3.0); prepare for E. Blum [BDO] redirect (1.1); call with M. Davis re hearing (0.2).	12.3
02/12/25	Worenklein, Elie J.	Comment on E. Blum [BDO] declaration (1.4); phone call with E. Blum [BDO] re preparation for DIP hearing (0.3); phone call with C. Zhang [CCA] re documents for DIP hearing (0.4); mark up draft borrowing notice for DIP (0.3); conduct research re BMLP requests (2.2); call with M. Godbe re DIP research (0.4); mark up revised issues list (1.1); call with S. Koboci re DIP research (0.3).	6.4
02/12/25	Fawaz, Basil	Draft redirect outline re Y. Wei [CCA] testimony.	3.6
02/12/25	Godbe, Michael C.	Call with B. Mishkin re DIP reply (0.3); review DIP loan precedent (0.3); correspond internally re same (0.2); call with E. Worenklein re DIP research (0.4); research legal issues associated with DIP (2.9).	4.1
02/12/25	Heller, Rory	Read BMLP's proposal (0.2); conduct relevant research (1.2).	1.4
02/12/25	Koboci, Shefit	Draft revised DIP reply incorporating comments from N. Labovitz (0.9); correspond with E. Worenklein re the same (0.2); draft chart comparing DIP credit agreements (6.0); correspond with B. Mishkin re same (0.4); review edits to DIP comparison chart provided by B. Mishkin (0.6); draft DIP proposal chart (1.2); review draft borrowing notice (0.3); correspond with E. Worenklein re same (0.1); correspond with E. Blum [BDO] re borrowing notice (0.1); correspond with C. Zhang [CCA] re borrowing notice (0.2); review precedent DIP financings (1.8); call with E. Worenklein re DIP research (0.3).	12.1
02/12/25	Maass, Molly Baltimore	Participate in testimony preparation session with E Abrams (2.3); participate in testimony preparation session with E. Blum [BDO] (2.0); revise preparation materials for hearing (5.0); draft section of closing argument re hearing (0.4); finalize witness declarations re filing (1.0); draft revised witness and exhibits list re same (0.5); coordinate with F. Yudkin [Cole Schotz] re filings (1.0).	12.2

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Date	Timekeeper	Narrative	Hours
02/12/25	Mishkin, Benjamin	Call with M. Godbe re DIP reply (0.3); research precedent on DIP motions for cross-examination preparation (1.2); cite check cross-examination DIP motion precedent chart (1.5); further research DIP precedent (3.6); review amended agenda cover sheet for second day hearing (0.2).	6.8
02/12/25	Zhou, Xiaoxiao	Prepare for Y. Wei [CCA] cross-examination defense (7.4); analyze BMLP exhibit in preparation for trial (2.1); participate in testimony preparation session with E. Blum [BDO] (2.0).	11.5
02/12/25	Zipursky, Rebecca	Summarize exhibits list (5.2); review additional exhibits from BMLP and document transfer (0.4).	5.6
02/12/25	Park, Junho	Prepare for meeting with E. Abrams (0.4); prepare documents for E. Blum [BDO] meeting (0.3); prepare documents for E. Worenklein for DIP hearing (0.4); correspond with internal Debevoise team re amended exhibits (2.4).	3.5
02/12/25	Kheyfets, Liza	Prepare document collection for attorney review and production.	0.3
02/13/25	Goodman, Mark P.	Continue to prepare for second day hearing (1.5); meet with Y. Wei [CCA] to prepare for testimony (1.2).	2.7
02/13/25	Labovitz, M. Natasha	Prepare talking points for omnibus hearing (1.0); review pleadings and talking points during travel to hearing (0.6).	1.6
02/13/25	Weisgerber, Erica S.	Prepare witness examinations for court hearing (0.9) ; prepare talking points for court hearing (2.0) .	2.9
02/13/25	Maass, Molly Baltimore	Email with F. Yudkin [Cole Schotz] re hearing.	0.2
02/13/25	Zipursky, Rebecca	Summarize BMLP's exhibit list.	0.1
02/13/25	Chekhovskiy, Dmitriy	Download BMLP's exhibits for hearing.	0.5
02/14/25	Worenklein, Elie J.	Phone call with E. Blum [BDO] re DIP budget, DIP draw, and other items (0.7); phone call with C. Zhang [CCA] re recap of DIP hearing and DIP draw (0.5).	1.2
02/14/25	Park, Junho	Edit proposed sealing motion (0.1); send same to E. Worenklein (0.1); prepare reporting package for BMLP (0.1); review emails re DIP hearing (0.2).	0.5
02/18/25	Worenklein, Elie J.	Zoom call with E. Blum [BDO] and M. Liu [CCA] re DIP budget and other open items (0.5); phone call with J. Schwarz [BDO] re DIP reporting and budget (0.4); phone call with A. Behlmann [Lowenstein] re DIP fees (0.2).	1.1
02/18/25	Godbe, Michael C.	Correspond with E. Worenklein re case follow-up.	0.3
02/18/25	Maass, Molly Baltimore	Correspond with A. Milliaressis [Cole Schotz] re motion to seal exhibit (0.2); call with J. Park re same (0.2).	0.4
02/18/25	Park, Junho	Call with M. Maass re exhibits list question.	0.2
02/19/25	Koboci, Shefit	Correspond with E. Worenklein re borrowing notice and new timeline.	0.2
02/21/25	Labovitz, M. Natasha	Correspond with J. Schwarz [BDO] re DIP budget update.	0.3
02/24/25	Worenklein, Elie J.	Phone call with A. Behlmann [Lowenstein] re subsidiary	0.3

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funding.

27188.1004 – DIP FINANCING

Date	Timekeeper	Narrative	Hours
02/24/25	Park, Junho	Prepare DIP budget projection for E. Worenklein review (1.7); correspond with E. Worenklein re same (0.4).	2.1
02/25/25	Labovitz, M. Natasha	Correspond with E. Worenklein re DIP budgeting.	0.2
02/26/25	Koboci, Shefit	Correspond with E. Worenklein re DIP draw.	0.1
02/26/25	Park, Junho	Speak with E. Worenklein re formation documents (0.1); exchange emails with vendor re same (0.2); follow up with E. Worenklein re same (0.1).	0.4
02/27/25	Labovitz, M. Natasha	Comment on proposed fee numbers for DIP budget (0.5); correspond with E. Worenklein and S. Levinson re same (0.2); correspond with E. Blum [BDO] re upcoming DIP draw (0.2).	0.9
02/27/25	Levinson, Sidney P.	Correspond with N. Labovitz and E. Worenklein re budget questions.	0.2
02/27/25	Worenklein, Elie J.	Prepare revised DIP budget (0.8); exchange emails with E. Blum [BDO] re updates to DIP budget (0.3).	1.1
02/27/25	Koboci, Shefit	Correspond with E. Blum [BDO] re DIP draw.	0.1
02/28/25	Labovitz, M. Natasha	Correspond with E. Blum [BDO] re DIP draw timing.	0.2
		Total Hours	668.4

27188.1004 - DIP FINANCING

TIMEKEEPER SUMMARY

Title	Timekeeper	Hours	Rate	Amount
Partner	Goodman, Mark P.	18.3	2,317.50	42,410.25
	Labovitz, M. Natasha	32.0	2,317.50	74,160.00
	Levinson, Sidney P.	8.4	2,317.50	19,467.00
	Weisgerber, Erica S.	88.0	2,025.00	178,200.00
	Davis, Morgan A.	5.7	1,755.00	10,003.50
	Partner Total	152.4		\$324,240.75
Counsel	Worenklein, Elie J.	57.5	1,620.00	93,150.00
	Counsel Total	57.5		\$93,150.00
Associate	Godbe, Michael C.	27.7	1,471.50	40,760.55
	Maass, Molly Baltimore	101.2	1,471.50	148,915.80
	Baron, Marissa	24.4	1,458.00	35,575.20
	Zhou, Xiaoxiao	100.6	1,458.00	146,674.80
	Zipursky, Rebecca	13.6	1,354.50	18,421.20
	Heller, Rory	4.0	1,287.00	5,148.00
	Fawaz, Basil	7.4	1,192.50	8,824.50
	Koboci, Shefit	66.2	1,192.50	78,943.50
	Hayes, Jacqueline	35.6	1,017.00	36,205.20
	Mishkin, Benjamin	32.3	801.00	25,872.30
	Associate Total	413.0		\$545,341.05
Legal Assistant	Park, Junho	25.8	522.00	13,467.60
	Legal Assistant Total	25.8		\$13,467.60
Disc / Data Mgt	Chekhovskiy, Dmitriy	0.5	553.50	276.75
	Kheyfets, Liza	11.5	553.50	6,365.25
	Slobodkin, Yury G.	7.7	436.50	3,361.05
	Disc / Data Mgt Total	19.7		\$10,003.05
	Matter Total	668.4		\$986,202.45

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May 21, 2025

Chenyue Zhang CCA Construction, Inc. 445 South Street Suite 310 Morristown, NJ 07960

Invoice #: 2486818 Client Matter 27188.1016

FOR PROFESSIONAL SERVICES rendered through February 28, 2025 in connection with EMPLOYEE BENEFITS & PENSIONS

Fees \$31,848.75

\$0.00

Charges and Disbursements

TOTAL \$31,848.75

27188.1016 – EMPLOYEE BENEFITS & PENSIONS

Date	Timekeeper	Narrative	Hours
02/03/25	Goodman, Mark P.	Email re personnel and operations issue.	0.1
02/03/25	Koboci, Shefit	Review organizational documents re personnel question at request of E. Worenklein (1.5); review corporation law re same (1.6); correspond with E. Worenklein re same (0.6).	3.7
02/24/25	Labovitz, M. Natasha	Correspond with S. Levinson re employee-related request.	0.2
02/24/25	Levinson, Sidney P.	Draft email to N. Labovitz re employee-related request and client call.	0.3
02/25/25	Labovitz, M. Natasha	Analyze employee request and response to same (0.4) call with S. Levinson re same (0.2); correspond with E. Weisgerber re same (0.2); correspond with E. Worenklein re same (0.1).	0.9
02/25/25	Levinson, Sidney P.	Call with Y. Wei [CCA] re employee questions (0.7); correspond with E. Worenklein re same (0.2); draft email to N. Labovitz re debrief of call, next steps (0.2); call with N. Labovitz re employee agreement (0.2) correspond with N. Labovitz re next steps (0.3).	1.6
02/25/25	Worenklein, Elie J.	Correspond with S. Levinson re employee questions (0.3); summarize CCA governance documents re CCA questions (3.1).	3.4
02/26/25	Labovitz, M. Natasha	Call with S. Levinson re employee question (0.2); correspond with E. Weisgerber re same (0.2); correspond with E. Worenklein re same (0.1).	0.5
02/26/25	Levinson, Sidney P.	Review memo from E. Worenklein re CCA employee questions (0.2); draft email to N. Labovitz, E. Weisgerber and E. Worenklein re same (0.3); call with N. Labovitz re CCA employee concerns (0.2).	0.7
02/26/25	Weisgerber, Erica S.	Exchange emails with S. Levinson, N. Labovitz, and E. Worenklein re employee issue.	0.5
02/26/25	Worenklein, Elie J.	Research re CCA employee questions.	0.9
02/27/25	Labovitz, M. Natasha	Correspond with E. Weisgerber re analysis on employee questions (0.3); review summary materials from E. Worenklein re same (0.2).	0.5
02/28/25	Labovitz, M. Natasha	Review materials in preparation for call re employee requests (0.3); call with Y. Wei [CCA], C. Zhang [CCA], S. Levinson, and E. Weisgerber re employee protections (0.8); follow up with E. Worenklein re same (0.3); call with S. Levinson re same (0.2).	1.6
02/28/25	Levinson, Sidney P.	Call with Y. Wei [CCA], C. Zhang [CCA], N. Labovitz, and E. Weisgerber to discuss employee protection (0.8); debrief call with N. Labovitz re same (0.2).	1.0
02/28/25	Weisgerber, Erica S.	Call with Y. Wei [CCA], C. Zhang [CCA], S. Levinson, and N. Labovitz re CCA employee issues (0.8); prepare for same (0.1).	0.9
02/28/25	Worenklein, Elie J.	Correspond with M. Davis and C. Zhang [CCA] re governance documents from CCA.	0.3
		Total Hours	17.1

27188.1016 – EMPLOYEE BENEFITS & PENSIONS

TIMEKEEPER SUMMARY

Title	Timekeeper		Hours	Rate	Amount
Partner	Goodman, Mark P.		0.1	2,317.50	231.75
	Labovitz, M. Natasha		3.7	2,317.50	8,574.75
	Levinson, Sidney P.		3.6	2,317.50	8,343.00
	Weisgerber, Erica S.		1.4	2,025.00	2,835.00
		Partner Total	8.8		\$19,984.50
Counsel	Worenklein, Elie J.		4.6	1,620.00	7,452.00
		Counsel Total	4.6		\$7,452.00
Associate	Koboci, Shefit		3.7	1,192.50	4,412.25
		Associate Total	3.7		\$4,412.25
		Matter Total	17.1		\$31,848.75

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May 21, 2025

Chenyue Zhang CCA Construction, Inc. 445 South Street Suite 310 Morristown, NJ 07960

Invoice #: 2486819 Client Matter 27188.1017

FOR PROFESSIONAL SERVICES rendered through February 28, 2025 in connection with EMPLOYMENT & FEE APPLICATIONS

Fees \$14,384.70

Charges and Disbursements

\$0.00

TOTAL \$14,384.70

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27188.1017 – EMPLOYMENT & FEE APPLICATIONS Invoice Number: 2486819

Date	Timekeeper	Narrative	Hours
02/01/25	Park, Junho	Update exhibit to monthly fee application.	4.1
02/02/25	Park, Junho	Update exhibit to monthly fee application.	1.8
02/03/25	Labovitz, M. Natasha	Correspond with E. Worenklein re UST request for extension.	0.1
02/03/25	Worenklein, Elie J.	Phone call with F. Yudkin [Cole Schotz] re UST comments to various retention applications.	0.2
02/04/25	Labovitz, M. Natasha	Finalize revised retention order for submission to court.	0.1
02/04/25	Heller, Rory	Revise Debevoise retention order based on UST comments.	0.7
02/10/25	Labovitz, M. Natasha	Review executed Debevoise retention order.	0.1
02/17/25	Park, Junho	Draft fee application template.	2.4
02/19/25	Mishkin, Benjamin	Meet with J. Park re time entries review (0.2) ; review pre-bills (0.1) .	0.3
02/19/25	Park, Junho	Meet with B. Mishkin re monthly fee statement (0.2); correspond with B. Mishkin re same (0.3); correspond with E. Worenklein re upcoming monthly fee statement filing (0.2); revise monthly fee statement exhibit (1.8).	2.5
02/20/25	Labovitz, M. Natasha	Review fee application review approach and potential write offs (0.3); provide guidance to J. Park re same (0.2).	0.5
02/20/25	Worenklein, Elie J.	Meet with J. Park re fee applications (0.2); phone call with A. Milliaressis [Cole Schotz] re fee application procedures (0.4); exchange emails with J. Park re fee applications (0.4); review precedent fee applications (0.4).	1.4
02/20/25	Mishkin, Benjamin	Call with J. Park re fee application exhibit review.	0.3
02/20/25	Park, Junho	Meet with E. Worenklein re monthly fee statement (0.2); correspond with B. Mishkin re same (0.2); correspond with E. Worenklein re upcoming monthly fee statement deadline (0.3); phone call with B. Mishkin re exhibit review (0.3).	1.0
02/24/25	Worenklein, Elie J.	Phone call with E. Blum [BDO] re fee application questions.	0.3
02/25/25	Worenklein, Elie J.	Email exchange with A. Milliaressis [Cole Schotz] re fee application questions and procedures (0.2); speak to J. Park re filing status (0.1).	0.3
02/25/25	Park, Junho	Update exhibits to fee application (0.6) ; speak to E. Worenklein re filing status (0.1) .	0.7
02/26/25	Worenklein, Elie J.	Phone call with A. Milliaressis [Cole Schotz] re Verita fee application.	0.3
02/27/25	Park, Junho	Correspond with B. Mishkin re fee application (0.2); update exhibits for fee application (0.9).	1.1
		Total Hours	18.2

27188.1017 – EMPLOYMENT & FEE APPLICATIONS

TIMEKEEPER SUMMARY

Title	Timekeeper		Hours	Rate	Amount
Partner	Labovitz, M. Natasha	ı	0.8	2,317.50	1,854.00
		Partner Total	0.8		\$1,854.00
Counsel	Worenklein, Elie J.		2.5	1,620.00	4,050.00
		Counsel Total	2.5		\$4,050.00
Associate	Heller, Rory		0.7	1,287.00	900.90
	Mishkin, Benjamin		0.6	801.00	480.60
		Associate Total	1.3		\$1,381.50
Legal Assistant	Park, Junho		13.6	522.00	7,099.20
		Legal Assistant Total	13.6		\$7,099.20
		Matter Total	18.2		\$14,384.70

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May 6, 2025

Chenyue Zhang CCA Construction, Inc. 445 South Street Suite 310 Morristown, NJ 07960

Invoice #: 2486820 Client Matter 27188.1019

FOR PROFESSIONAL SERVICES rendered through February 28, 2025 in connection with MEETINGS & COMMUNICATIONS WITH CREDITORS

Fees \$34,425.00

Charges and Disbursements

\$0.00

TOTAL \$34,425.00

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27188.1019 – MEETINGS & COMMUNICATIONS WITH CREDITORS Invoice Number: 2486820

Date	Timekeeper	Narrative	Hours
02/02/25	Park, Junho	Send 341 outlines for E. Worenklein review (0.3); circulate calendar updates to group (0.6).	0.9
02/03/25	Worenklein, Elie J.	Draft outline for 341 meeting (1.8); correspond with F. Yudkin [Cole Schotz] re 341 meeting (0.2).	2.0
02/05/25	Heller, Rory	Draft outline for 341 meeting (2.7); correspond with E. Worenklein re same (0.2).	2.9
02/06/25	Heller, Rory	Draft outline for 341 meeting with creditors.	5.0
02/10/25	Labovitz, M. Natasha	Correspond with B. Theisen [Gibbons] re questions on cash position reporting (0.2); call with E. Blum [BDO] re same (0.2); call with E. Blum [BDO], P. Mandarino [B. Riley], B. Theisen [Gibbons] re same (0.4); update email to E. Weisgerber re same (0.1); monitor preparations for 341 meeting (0.3).	1.2
02/10/25	Worenklein, Elie J.	Revise draft 341 outline for client (2.1); phone call with F. Yudkin [Cole Schotz] re prep for 341 meeting (0.4); correspond with A. Costin re questions for 341 meeting (0.6).	3.1
02/11/25	Labovitz, M. Natasha	Review status of preparation for 341 meeting.	0.2
02/11/25	Worenklein, Elie J.	Zoom call with F. Yudkin [Cole Schotz] and E. Blum [BDO] re prep for 341 meeting (0.6); zoom call with Y. Wei [CCA], C. Zhang [CCA], F. Yudkin [Cole Schotz], E. Blum [BDO], J. Schwarz [BDO], and A. Costin [partial] re 341 meeting prep (1.5); exchange emails with C. Zhang [CCA] re outline for 341 meeting (0.4).	2.5
02/11/25	Costin, Alexander	Meet [partial] with Y. Wei [CCA], C. Zhang [CCA], F. Yudkin [Cole Schotz], E. Blum [BDO], J. Schwarz [BDO], E. Worenklein re preparation for 341 hearing.	1.0
02/12/25	Worenklein, Elie J.	Participate in 341 meeting with UST and creditors (1.5); draft summary of meeting (0.3); phone call with F. Yudkin [Cole Schotz] re same (0.3).	2.1
02/12/25	Heller, Rory	Attend 341 meeting.	1.5
02/14/25	Heller, Rory	Draft email re chapter 11 hearing update to sureties.	1.2
		Total Hours	23.6

TIMEKEEPER SUMMARY

Title	Timekeeper		Hours	Rate	Amount
Partner	Labovitz, M. Natasha	ì	1.4	2,317.50	3,244.50
		Partner Total	1.4		\$3,244.50
Counsel	Worenklein, Elie J.		9.7	1,620.00	15,714.00
		Counsel Total	9.7		\$15,714.00
Associate	Costin, Alexander		1.0	1,354.50	1,354.50
	Heller, Rory		10.6	1,287.00	13,642.20
		Associate Total	11.6		\$14,996.70
Legal Assistant	Park, Junho		0.9	522.00	469.80
		Legal Assistant Total	0.9		\$469.80
		Matter Total	23.6		\$34,425.00

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May 21, 2025

Chenyue Zhang CCA Construction, Inc. 445 South Street Suite 310 Morristown, NJ 07960

Invoice #: 2486821 Client Matter 27188.1020

FOR PROFESSIONAL SERVICES rendered through February 28, 2025 in connection with NON-WORKING TRAVEL

Fees \$16,486.66

Charges and Disbursements

\$0.00

TOTAL \$16,486.66

27188.1020 – NON-WORKING TRAVEL

Date	Timekeeper	Narrative	Hours
02/03/25	Weisgerber, Erica S.	Non-working travel back from E. Abrams deposition.	0.5
02/03/25	Maass, Molly Baltimore	Non-working travel to and from E. Abrams deposition.	2.0
02/04/25	Weisgerber, Erica S.	Non-working travel from Newark, NJ for E. Blum [BDO] deposition.	1.0
02/04/25	Maass, Molly Baltimore	Non-working travel to and from Newark, NJ for E. Blum [BDO] deposition.	2.0
02/05/25	Weisgerber, Erica S.	Non-working travel to Roseland, NJ for J. Xu [CSCEC] deposition (0.7); non-working travel back from deposition (1.0).	1.7
02/05/25	Maass, Molly Baltimore	Non-working travel to Roseland, NJ for J. Xu [CSCEC] deposition (0.7); non-working travel back from deposition (1.0).	1.7
02/12/25	Worenklein, Elie J.	Non-working travel to Trenton for second day hearing.	1.7
02/13/25	Labovitz, M. Natasha	Non-working travel to and from second day hearing.	0.7
02/13/25	Weisgerber, Erica S.	Non-working travel to Trenton for court hearing (1.5); non-working return travel from Trenton (1.5).	3.0
02/13/25	Worenklein, Elie J.	Non-working travel back from Trenton to NY office after hearing.	2.0
02/13/25	Maass, Molly Baltimore	Non-working travel to and from Trenton for court hearing.	3.0
		Total Hours	19.3

27188.1020 – NON-WORKING TRAVEL

TIMEKEEPER SUMMARY

Title	Timekeeper		Hours	Rate	Amount
Partner	Labovitz, M. Natasha		0.7	1,158.75	811.13
	Weisgerber, Erica S.		6.2	1,012.50	6,277.50
		Partner Total	6.9		\$7,088.63
Counsel	Worenklein, Elie J.		3.7	810.00	2,997.00
		Counsel Total	3.7		\$2,997.00
Associate	Maass, Molly Baltimore		8.7	735.75	6,401.03
		Associate Total	8.7		\$6,401.03
		Matter Total	19.3		\$16,486.66

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May 21, 2025

Chenyue Zhang CCA Construction, Inc. 445 South Street Suite 310 Morristown, NJ 07960

Invoice #: 2486822 Client Matter 27188.1022

FOR PROFESSIONAL SERVICES rendered through February 28, 2025 in connection with RELIEF FROM STAY & ADEQUATE PROTECTION

Fees \$9,213.75

Charges and Disbursements

TOTAL \$9,213.75

\$0.00

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27188.1022 – RELIEF FROM STAY & ADEQUATE PROTECTION Invoice Number: 2486822

Date	Timekeeper	Narrative	Hours
02/11/25	Labovitz, M. Natasha	Respond to question from BMLP re Plaza Florida lift-stay motion.	0.2
02/14/25	Worenklein, Elie J.	Comment on draft stay relief motion filed by Plaza Florida.	0.7
02/19/25	Labovitz, M. Natasha	Correspond with E. Worenklein re Plaza Florida stay relief motion.	0.2
02/19/25	Worenklein, Elie J.	Phone call with J. Duffy [Carlton Fields] re stay relief motion (0.5); exchange emails with N. Labovitz re stay relief motion (0.4); draft email to E. Blum [BDO] re same (0.2); phone call with E. Blum [BDO] re BMLP questions about stay relief motion (0.3).	1.4
02/26/25	Worenklein, Elie J.	Revise proposed lift stay order received from counsel (0.6); phone call with A. Milliaressis [Cole Schotz] re lift stay motion (0.3); phone call with J. Duffy [Carlton Fields] re proposed order (0.2).	1.1
02/27/25	Labovitz, M. Natasha	Correspond with E. Worenklein and J. Duffy [Carlton Fields] re proposed order for Plaza Florida lift-stay motion.	0.3
02/27/25	Worenklein, Elie J.	Further mark up draft stay order (0.4); exchange emails with J. Duffy [Carlton Fields] re revisions to proposed order (0.5); phone call with A. Milliaressis [Cole Schotz] re stay order (0.3).	1.2
02/28/25	Labovitz, M. Natasha	Coordinate with E. Worenklein re updates on status of Plaza Florida lift-stay order.	0.2
		Total Hours	5.3

TIMEKEEPER SUMMARY

Title	Timekeeper		Hours	Rate	Amount
Partner	Labovitz, M. Natasha		0.9	2,317.50	2,085.75
		Partner Total	0.9		\$2,085.75
Counsel	Worenklein, Elie J.		4.4	1,620.00	7,128.00
		Counsel Total	4.4		\$7,128.00
		Matter Total	5.3		\$9,213.75

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May 21, 2025

Chenyue Zhang CCA Construction, Inc. 445 South Street Suite 310 Morristown, NJ 07960

Invoice #: 2486823 Client Matter 27188.1024

FOR PROFESSIONAL SERVICES rendered through February 28, 2025 in connection with REPORTING

Fees \$10,039.05

Charges and Disbursements \$0.00

TOTAL \$10,039.05

27188.1024 - REPORTING

Date	Timekeeper	Narrative	Hours
02/03/25	Worenklein, Elie J.	Phone call with J. Schwarz [BDO] re Rule 2015 disclosures (0.7); comment on draft Rule 2015.3 disclosures (0.4); correspond with J. Schwarz [BDO] re revisions (0.2).	1.3
02/05/25	Worenklein, Elie J.	Further comment on draft Rule 2015.3 report (0.8); phone call with J. Schwarz [BDO] re revisions to periodic report (0.5).	1.3
02/07/25	Koboci, Shefit	Review weekly postpetition cash transfers for BMLP (0.2) ; send same to Gibbons team (0.1) .	0.3
02/14/25	Labovitz, M. Natasha	Review weekly cash reporting for BMLP.	0.2
02/14/25	Koboci, Shefit	Comment on report of weekly cash transfers for BMLP (0.2) ; send same to counsel for BMLP (0.1) .	0.3
02/21/25	Labovitz, M. Natasha	Review weekly cash reporting for BMLP (0.1) ; ensure transmittal of same (0.1) .	0.2
02/21/25	Worenklein, Elie J.	Phone call with J. Schwarz [BDO] re monthly operating report (0.4); comment on draft monthly operating report (0.4).	0.8
02/21/25	Koboci, Shefit	Review weekly report of cash transfers (0.2) ; send same to Gibbons team (0.1) .	0.3
02/21/25	Maass, Molly Baltimore	Correspond with S. Koboci re weekly cash reporting obligation.	0.1
02/21/25	Park, Junho	Send S. Koboci cash flow report.	0.1
02/27/25	Worenklein, Elie J.	Phone call with J. Schwarz [BDO] re amended monthly operating report and amended schedules.	0.9
02/28/25	Labovitz, M. Natasha	Review week-end cash transaction reporting.	0.2
02/28/25	Koboci, Shefit	Comment on weekly postpetition cash transfers (0.2) ; send same to counsel for BMLP (0.1) .	0.3
02/28/25	Park, Junho	Send updated cash flow report for S. Koboci review.	0.1
		Total Hours	6.4

27188.1024 - REPORTING

TIMEKEEPER SUMMARY

Title	Timekeeper	Hours	Rate	Amount
Partner	Labovitz, M. Natasha	0.6	2,317.50	1,390.50
	Partner Total	0.6		\$1,390.50
Counsel	Worenklein, Elie J.	4.3	1,620.00	6,966.00
	Counsel Total	4.3		\$6,966.00
Associate	Maass, Molly Baltimore	0.1	1,471.50	147.15
	Koboci, Shefit	1.2	1,192.50	1,431.00
	Associate Total	1.3		\$1,578.15
Legal Assistant	Park, Junho	0.2	522.00	104.40
	Legal Assistant Total	0.2		\$104.40
	Matter Total	6.4		\$10,039.05

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Description of Disbursements for the Compensation Period

_		Disbursement		
Date	Timekeeper	Category	Narrative	Amount
	**	Computer		
0/1/0005	Hayes,	Assisted Legal		Φ1 50 4 5 0
2/1/2025	Jacqueline	Research	Lexis Services	\$1,724.58
		Computer		
- / / /	Hayes,	Assisted Legal		**
2/1/2025	Jacqueline	Research	Westlaw	\$212.99
			Vendor: Uber Technologies, Inc;	
			Invoice#:	
	Costin,		UBER_NONTRAVEL_3/1/2025;	
2/1/2025	Alexander	Travel	Date: 3/1/2025 - Uber	\$27.21
			Vendor: GrubHub Holding Inc dba	
			Seamless; Invoice#: N2REGB-28;	
			Date: 2/2/2025 - 1/27/25-	
	Mishkin,		"260728762845679"- Benjamin	
2/2/2025	Benjamin	Working Meals	Mishkin	\$24.29
			Vendor: Park, Junho Invoice#:	
			7222100502190604 Date:	
2/2/2025	Park, Junho	Travel	2/19/2025;Taxi;02/02/2025.	\$72.95
			Vendor: GrubHub Holding Inc dba	
			Seamless; Invoice#: N2REGB-28;	
			Date: 2/2/2025 - 1/29/25-	
	Zipursky,		"492028782957967"- Rebecca	
2/2/2025	Rebecca	Working Meals	Zipursky	\$40.00
	Precost-New	In-House		
2/3/2025	York, D&P	Reproduction	Duplicating Services	\$0.20
			Vendor: Concord Limousine 1,	
			LLC; Invoice#: 176755; Date:	
			2/14/2025 - Taxi Invoice for	
			Concord - 176755 - Taxi: Maass,	
	Maass, Molly		Molly Baltimore - 2/3/2025: -	
2/3/2025	Baltimore	Travel	1118052	\$161.25
			Vendor: Maass, Molly (#Maass,	
			Molly Baltimore) (former Baltimor	
			Invoice#: 7213126302140606 Date:	
	Maass, Molly		2/14/2025 - Lyft: 2/3/2025; Taxi;	
2/4/2025	Baltimore	Travel	02/04/2025.	\$178.09
			Vendor: Concord Limousine 1,	·
			LLC; Invoice#: 176677; Date:	
			2/7/2025 - Taxi Invoice for Concord	
	Maass, Molly		- 176677 - Taxi: Maass, Molly	
2/4/2025	Baltimore	Travel	Baltimore - 2/4/2025: - 1118117	\$148.14

		Disbursement		
Date	Timekeeper	Category	Narrative	Amount
			Vendor: Concord Limousine 1,	
			LLC; Invoice#: 176677; Date:	
			2/7/2025 - Taxi Invoice for Concord	
	Maass, Molly		- 176677 - Taxi: Maass, Molly	
2/4/2025	Baltimore	Travel	Baltimore - 2/4/2025: - 1118125	\$158.42
			Vendor: Elie Worenklein	
			(#Worenklein, Elie J.) Invoice#:	
			7215440802190604 Date: 2/19/2025	
	Worenklein,		- Parking and toll; Parking;	
2/4/2025	Elie J.	Travel	02/04/2025; Parking receipt.	\$30.00
			Vendor: Elie Worenklein	
			(#Worenklein, Elie J.) Invoice#:	
			7215440802190604 Date: 2/19/2025	
	Worenklein,		- Parking and toll; Tolls;	
2/4/2025	Elie J.	Travel	02/04/2025; Tolls.	\$27.97
			Vendor: Concord Limousine 1,	
			LLC; Invoice#: 176755; Date:	
			2/14/2025 - Taxi Invoice for	
			Concord - 176755 - Taxi:	
2/4/2027	Weisgerber,		0Weisgerber, Erica S 2/4/2025: -	**
2/4/2025	Erica S.	Travel	1118126	\$116.77
			Vendor: Pacer Service Center-	
	D (N)		PACER; Invoice#:	
2/4/2025	Precost-New	Outside	DLDL0349FEB2025; Date:	Φ0.60
2/4/2025	York, D&P	Research	2/1/2025 - Pacer	\$0.60
			Vendor: Erica Weisgerber	
			(#Weisgerber, Erica S.) Invoice#:	
	W/ - :		7219456102180601 Date: 2/18/2025	
2/5/2025	Weisgerber,	T1	- Uber: February 5; Taxi;	¢1.61.57
2/5/2025	Erica S.	Travel	02/05/2025; Uber.	\$161.57
			Vendor: Erica Weisgerber	
			(#Weisgerber, Erica S.) Invoice#:	
	Waissanhan		7219456102180601 Date: 2/18/2025	
2/5/2025	Weisgerber, Erica S.	Trovel	- Uber: February 5 - ;Taxi;02/05/2025;Uber	¢52.50
2/3/2023	LIICA S.	Travel	Vendor: Inta Boro Acres Inc.;	\$53.52
			Invoice#: 14345; Date: 2/10/2025 -	
			Taxi Invoice for IntaBoro - 14345 -	
	Moogg Molly			
2/5/2025	Maass, Molly Baltimore	Travel	Taxi: Maass, Molly Baltimore - 2/5/2025: - 1118155	\$237.29
21312023	Dammore	114161	4/3/4043 1110133	\$431.29

		Disbursement		
Date	Timekeeper	Category	Narrative	Amount
			Vendor: Concord Limousine 1,	
			LLC; Invoice#: 176755; Date:	
			2/14/2025 - Taxi Invoice for	
	Godbe,		Concord - 176755 - Taxi: Godbe,	
2/5/2025	Michael C.	Travel	Michael C 2/5/2025: - 1118234	\$39.39
			Vendor: Elie Worenklein	
			(#Worenklein, Elie J.) Invoice#:	
			7231156302250603 Date: 2/25/2025	
			- Late night meal; Night/Weekend	
	Worenklein,		Working Meals; 02/05/2025; Late	
2/5/2025	Elie J.	Working Meals	night meal.	\$40.00
			Vendor: Elie Worenklein	
			(#Worenklein, Elie J.) Invoice#:	
			7231206802250603 Date: 2/25/2025	
			- Late night meal; Night/Weekend	
	Worenklein,		Working Meals; 02/05/2025; Late	
2/5/2025	Elie J.	Working Meals	night meal.	\$33.08
			Vendor: Mishkin, Benjamin A.	
			Invoice#: 7234284302270601 Date:	
_ ,_ ,	Mishkin,		2/27/2025 - 2/5 Lyft; Taxi;	
2/5/2025	Benjamin	Travel	02/05/2025.	\$37.99
		Computer		
- / - / - 0	Worenklein,	Assisted Legal		 .
2/5/2025	Elie J.	Research	Westlaw	\$35.50
			Vendor: Uber Technologies, Inc;	
	~ .		Invoice#:	
2/5/2025	Costin,	TD 1	UBER_NONTRAVEL_3/1/2025;	Ф22.20
2/5/2025	Alexander	Travel	Date: 3/1/2025 - Uber	\$32.20
			Vendor: Pacer Service Center-	
	Dungant Misses	Ontaida	PACER; Invoice#:	
2/5/2025	Precost-New	Outside	DLDL0349FEB2025; Date:	¢1 <i>(</i> 0
2/5/2025	York, D&P	Research	2/1/2025 - Pacer Vendor: Erica Weisgerber	\$1.60
			\mathcal{E}	
			(#Weisgerber, Erica S.) Invoice#: 7219493602180601 Date: 2/18/2025	
	Weisgerber,		- Uber: February 6; Taxi;	
2/6/2025	Erica S.	Travel	02/06/2025; Uber.	\$48.60
21012023	Litea 5.	114401	Vendor: Natasha Labovitz, HSA	φ+σ.00
			(#Labovitz, M. Natasha) Invoice#:	
	Labovitz M		,	
2/6/2025	Natasha	Travel	- Late night car - Taxi;02/06/2025	\$28.58
2/6/2025	Labovitz, M.	Travel	7219098602180601 Date: 2/18/2025	\$ 28.58

		Disbursement		
Date	Timekeeper	Category	Narrative	Amount
			Vendor: Park, Junho Invoice#:	
			7222100502190604 Date:	
			2/19/2025; Night/Weekend Working	
2/6/2025	Park, Junho	Working Meals	Meals; 02/06/2025.	\$40.00
			Vendor: Concord Limousine 1,	
			LLC; Invoice#: 176755; Date:	
			2/14/2025 - Taxi Invoice for	
			Concord - 176755 - Taxi:	
	Worenklein,		Worenklein, Elie J 2/6/2025: -	
2/6/2025	Elie J.	Travel	1118237	\$84.07
			Vendor: Pacer Service Center-	
			PACER; Invoice#:	
	Precost-New	Outside	DLDL0349FEB2025; Date:	
2/6/2025	York, D&P	Research	2/1/2025 - Pacer	\$4.90
		In-House		
2/7/2025	Burgos, Luis	Reproduction	Duplicating Services	\$78.80
			Vendor: Plush Services Corp.;	
			Invoice#: 2022025; Date: 2/10/2025	
		Delivery	- Taxi Invoice for Plush Services -	
	Worenklein,	Services/Federal	2022025 - Taxi: Worenklein, Elie J.	
2/7/2025	Elie J.	Express	- 2/7/2025: - 1118326	\$92.04
			Vendor: Park, Junho Invoice#:	
			7222100502190604 Date:	
			2/19/2025; Night/Weekend Working	
2/7/2025	Park, Junho	Working Meals	Meals; 02/07/2025	\$40.00
			Vendor: Park, Junho Invoice#:	
- /- /- 0			7222100502190604 Date:	h = 0
2/7/2025	Park, Junho	Travel	2/19/2025; Taxi; 02/07/2025	\$64.79
			Vendor: Concord Limousine 1,	
		- ·	LLC; Invoice#: 176755; Date:	
		Delivery	2/14/2025 - Taxi Invoice for	
0 /7 /0 0 0 7		Services/Federal	Concord - 176755 - Taxi: Zhou,	04.50.04
2/7/2025	Zhou, Xiaoxiao	Express	Xiaoxiao - 2/7/2025: - 1118310	\$153.21
			Vendor: Concord Limousine 1,	
		D 1:	LLC; Invoice#: 176755; Date:	
		Delivery	2/14/2025 - Taxi Invoice for	
2/7/2025	140	Services/Federal	Concord - 176755 - Taxi: 00140 -	Ø100 3 0
2/7/2025	140	Express	2/7/2025: - 1118320	\$198.38
			Vendor: Mishkin, Benjamin A.	
	N. 11 ·		Invoice#: 7234317602270601 Date:	
0/7/2025	Mishkin,	T 1	2/27/2025 - 2/7 Lyft; Taxi;	φ α ο π ο
2/7/2025	Benjamin	Travel	02/07/2025.	\$29.70

		Disbursement		
Date	Timekeeper	Category	Narrative	Amount
Bucc	- Imencepei	cutegory	Vendor: Uber Technologies, Inc;	Timount
			Invoice#:	
	Worenklein,		UBER NONTRAVEL 3/1/2025;	
2/7/2025	Elie J.	Travel	Date: 3/1/2025 - Uber	\$77.20
			Vendor: Uber Technologies, Inc;	
			Invoice#:	
	Costin,		UBER_NONTRAVEL_3/1/2025;	
2/7/2025	Alexander	Travel	Date: 3/1/2025 - Uber	\$30.97
			Vendor: Pacer Service Center-	
			PACER; Invoice#:	
	Precost-New	Outside	DLDL0349FEB2025; Date:	
2/7/2025	York, D&P	Research	2/1/2025 - Pacer	\$12.60
		Computer		
	Davis, Morgan	Assisted Legal		
2/8/2025	A.	Research	Westlaw	\$47.06
			Vendor: Pacer Service Center-	
			PACER; Invoice#:	
0 10 10 00 7	Precost-New	Outside	DLDL0349FEB2025; Date:	4.5 0
2/8/2025	York, D&P	Research	2/1/2025 - Pacer	\$4.20
			Vendor: GrubHub Holding Inc dba	
	*** 11 '		Seamless; Invoice#: N2REGB-29;	
2/0/2025	Worenklein,	XX71	Date: 2/9/2025 - 2/6/25-	¢42.02
2/9/2025	Elie J.	Working Meals	905728866559290- Elie Worenklein	\$42.92
			Vendor: GrubHub Holding Inc dba Seamless; Invoice#: N2REGB-29;	
	Mishkin,		Date: 2/9/2025 - 890128860950579-	
2/9/2025	Benjamin	Working Meals	Benjamin Mishkin	\$38.15
21712023	Denjamin	Computer	Denjamin Wishkin	φ36.13
	Worenklein,	Assisted Legal		
2/9/2025		Research	Westlaw	\$71.00
2/ // 2023	Dife 0.	In-House	Westlaw	ψ/1.00
2/10/2025	Burgos, Luis	Reproduction	Duplicating Services	\$23.40
			Vendor: Rory B. Heller (#Heller,	<u> </u>
			Rory) Invoice#: 7225718102210601	
2/10/2025	Heller, Rory	Travel	Date: 2/21/2025; Taxi; 02/10/2025.	\$95.82
	, i		Vendor: Rory B. Heller (#Heller,	•
			Rory) Invoice#: 7225718102210601	
			Date: 2/21/2025; Night/Weekend	
2/10/2025	Heller, Rory	Working Meals	Working Meals; 02/10/2025.	\$40.00
			Vendor: Erica Weisgerber	
			(#Weisgerber, Erica S.) Invoice#:	
	Weisgerber,		7228705102220603 Date:	
2/10/2025	Erica S.	Travel	2/22/2025; Taxi; 02/10/2025.	\$43.48

_		Disbursement		
Date	Timekeeper	Category	Narrative	Amount
			Vendor: Park, Junho Invoice#:	
			7238570403040604 Date: 3/4/2025;	
2/10/2025	D 1 T 1	XX 1	Night/Weekend Working Meals;	Ф40.00
2/10/2025	Park, Junho	Working Meals	02/10/2025.	\$40.00
			Vendor: Park, Junho Invoice#:	
2/10/2025	D1. I1	T1	7238570403040604 Date: 3/4/2025;	¢(2.10
2/10/2025	Park, Junho	Travel	Taxi; 02/10/2025.	\$62.19
	Mialdain	Computer		
2/10/2025	Mishkin,	Assisted Legal	Wastlern	¢47.06
2/10/2025	Benjamin	Research	Westlaw Vendor: Pacer Service Center-	\$47.06
	Precost-New	Outside	PACER; Invoice#:	
2/10/2025	York, D&P	Research	DLDL0349FEB2025; Date: 2/1/2025 - Pacer	\$46.20
2/10/2023	101K, D&F	Research	Vendor: Pacer Service Center-	\$40.20
			PACER; Invoice#:	
	Precost-New	Outside	DLDL0349FEB2025; Date:	
2/10/2025	York, D&P	Research	2/1/2025 - Pacer	\$15.20
2/10/2023	TOIK, D&I	Research	Vendor: Pacer Service Center-	Ψ13.20
			PACER; Invoice#:	
	Precost-New	Outside	DLDL0349FEB2025; Date:	
2/10/2025	York, D&P	Research	2/1/2025 - Pacer	\$6.90
2/10/2023	TOIR, BCI	Research	Vendor: Concord Limousine 1,	ψ0.70
			LLC; Invoice#: 176755; Date:	
			2/14/2025 - Taxi Invoice for	
			Concord - 176755 - Taxi: Park,	
2/11/2025	Park, Junho	Travel	Junho - 2/11/2025: - 1118496	\$106.22
			Vendor: Erica Weisgerber	¥ - 0 0
			(#Weisgerber, Erica S.) Invoice#:	
			7228705102220603 Date: 2/22/2025	
	Weisgerber,		- Uber: February 10 & 11 - ; Taxi;	
2/11/2025	Erica S.	Travel	02/11/2025; Uber.	\$49.80
			Vendor: Park, Junho Invoice#:	
			7238570403040604 Date: 3/4/2025;	
			Night/Weekend Working Meals;	
2/11/2025	Park, Junho	Working Meals	02/11/2025.	\$37.66
		Computer		
	Hayes,	Assisted Legal		
2/11/2025	Jacqueline	Research	Lexis Services	\$107.79
		Computer		
	Hayes,	Assisted Legal		
2/11/2025	Jacqueline	Research	Lexis Services	\$2,155.73

		Disbursement		
Date	Timekeeper	Category	Narrative	Amount
	•	Computer		
	Hayes,	Assisted Legal		
2/11/2025	Jacqueline	Research	Westlaw	\$496.99
		Computer		
	Hayes,	Assisted Legal		
2/11/2025	Jacqueline	Research	Westlaw	\$37.37
		Computer		
	Worenklein,	Assisted Legal		
2/11/2025	Elie J.	Research	Westlaw	\$106.50
		Computer		
		Assisted Legal		
2/11/2025	Heller, Rory	Research	Westlaw	\$177.50
	Hayes,	Outside		
2/11/2025	Jacqueline	Research	Courtlink Services	\$0.54
			Vendor: Pacer Service Center-	
			PACER; Invoice#:	
	Precost-New	Outside	DLDL0349FEB2025; Date:	
2/11/2025	York, D&P	Research	2/1/2025 – Pacer.	\$0.60
_ ,	Precost-New	In-House		
2/12/2025	York, D&P	Reproduction	Duplicating Services	\$1,374.00
		In-House		h a a a a
2/12/2025	Pringle, James	Reproduction	Duplicating Services	\$264.00
2/12/2027		In-House	5 4	4-1 60
2/12/2025	Pringle, James	Reproduction	Duplicating Services	\$71.60
2/12/2027	Walwyn,	In-House		* • • • • • • • • • • • • • • • • • • •
2/12/2025	Warren	Reproduction	Duplicating Services	\$98.20
2/12/2025	Precost-New	In-House		Φο 20
2/12/2025	York, D&P	Reproduction	Duplicating Services	\$0.20
			Vendor: Concord Limousine 1,	
			LLC; Invoice#: 176755; Date:	
	T 1 ' 36		2/14/2025 - Taxi Invoice for	
2/12/2025	Labovitz, M.	TD 1	Concord - 176755 - Taxi: Labovitz,	Ф 2.5.4. 0.2
2/12/2025	Natasha	Travel	M. Natasha - 2/12/2025: - 1118523.	\$254.83
			Vendor: Concord Limousine 1,	
			LLC; Invoice#: 176755; Date: 2/14/2025 - Taxi Invoice for	
	Mishkin,		Concord - 176755 - Taxi: Mishkin,	
2/12/2025	Benjamin	Travel	Benjamin - 2/12/2025: - 1118568.	\$247.88
2/12/2023	Denjamin	Havel	Vendor: Natasha Labovitz, HSA	\$247.00
			(#Labovitz, M. Natasha) Invoice#:	
	Labovitz, M.		7229649702230603 Date: 2/23/2025	
2/12/2025	•	Travel		\$46.75
2/12/2025	Natasha	Travel	- Travel; Taxi; 02/12/2025.	\$46.75

		Disbursement		
Date	Timekeeper	Category	Narrative	Amount
	•		Vendor: Plush Services Corp.;	
			Invoice#: 2032025; Date: 2/17/2025	
			- Taxi Invoice for Plush Services -	
	Weisgerber,		2032025 - Taxi: Weisgerber, Erica	
2/12/2025	Erica S.	Travel	S 2/12/2025: - 1118535.	\$242.05
			Vendor: Plush Services Corp.;	
			Invoice#: 2032025; Date: 2/17/2025	
			- Taxi Invoice for Plush Services -	
	McIntyre,		2032025 - Taxi: McIntyre, Thomas	
2/12/2025	Thomas	Travel	- 2/12/2025: - 1118570.	\$32.68
			Vendor: Erica Weisgerber	
			(#Weisgerber, Erica S.) Invoice#:	
			7233026202260600 Date: 2/26/2025	
			- Uber Eats: February 12;	
	Weisgerber,		Night/Weekend Working Meals;	
2/12/2025	Erica S.	Working Meals	02/12/2025.	\$28.15
			Vendor: Erica Weisgerber	
			(#Weisgerber, Erica S.) Invoice#:	
			7234357202270601 Date: 2/27/2025	
	Weisgerber,		- CCA hearing in Trenton; Hotel -	
2/12/2025	Erica S.	Travel	Lodging; 02/12/2025; Hearing.	\$150.16
			Vendor: Mishkin, Benjamin A.	
			Invoice#: 7234321302270601 Date:	
	Mishkin,		2/27/2025 - 2/12 Lyft; Taxi;	
2/12/2025	Benjamin	Travel	02/12/2025; late night car.	\$28.85
			Vendor: Elie Worenklein	
			(#Worenklein, Elie J.) Invoice#:	
			7232480402280600 Date: 2/28/2025	
			- Travel to Trenton for CCA	
	Worenklein,		hearing; Hotel - Lodging;	
2/12/2025	Elie J.	Travel	02/12/2025; Hearing.	\$153.60
		Computer		
	Precost-New	Assisted Legal		
2/12/2025	York, D&P	Research	Lexis Services	\$103.43
		Computer		
	Davis, Morgan	Assisted Legal		
2/12/2025	A.	Research	Westlaw	\$35.50
			Vendor: Uber Technologies, Inc;	
			Invoice#:	
	McIntyre,		UBER_NONTRAVEL_3/1/2025;	
2/12/2025	Thomas	Travel	Date: 3/1/2025 - Uber	\$30.98

		Disbursement		
Date	Timekeeper	Category	Narrative	Amount
			Vendor: Natasha Labovitz, HSA	
			(#Labovitz, M. Natasha) Invoice#:	
			7239033603230601 Date:	
	Labovitz, M.		3/23/2025; Hotel - Lodging;	
2/12/2025	Natasha	Travel	02/12/2025.	\$150.37
			Vendor: Natasha Labovitz, HSA	
			(#Labovitz, M. Natasha) Invoice#:	
			7239033603230601 Date: 3/23/2025	
	Labovitz, M.		- Meal; Hotel - Breakfast;	
2/12/2025	Natasha	Working Meals	02/12/2025.	\$51.84
			Vendor: Pacer Service Center-	
			PACER; Invoice#:	
	Precost-New	Outside	DLDL0349FEB2025; Date:	
2/12/2025	York, D&P	Research	2/1/2025 - Pacer	\$9.00
			Vendor: Pacer Service Center-	
			PACER; Invoice#:	
	Precost-New	Outside	DLDL0349FEB2025; Date:	
2/12/2025	York, D&P	Research	2/1/2025 - Pacer	\$9.00
	Edwards,	In-House		
2/13/2025	Albert	Reproduction	Duplicating Services	\$617.00
	Edwards,	In-House		
2/13/2025	Albert	Reproduction	Duplicating Services	\$409.00
			Vendor: Kevin B. Williams dba	
			Sage Document Serv; Invoice#:	
	McIntyre,	Outside	21013; Date: 2/13/2025 - Courtesy	
2/13/2025	Thomas	Reproduction	Binders and Binder sets for hearing.	\$3,309.60
			Vendor: Dispatch Center LLC;	
			Invoice#: DBV0859; Date:	
			2/17/2025 - Taxi Invoice for	
			Dispatch Center LLC - DBV0859 -	
	Labovitz, M.		Taxi: Labovitz, M. Natasha -	
2/13/2025	Natasha	Travel	2/13/2025: - 1118538	\$400.62
			Vendor: Concord Limousine 1,	
			LLC; Invoice#: 176755; Date:	
			2/14/2025 - Taxi Invoice for	
0/10/2025	D 1 7 1	m 1	Concord - 176755 - Taxi: Park,	
2/13/2025	Park, Junho	Travel	Junho - 2/13/2025: - 1118521	\$326.47
			Vendor: Plush Services Corp.;	
			Invoice#: 2032025; Date: 2/17/2025	
			- Taxi Invoice for Plush Services -	
0/10/2025	D 1 T 1	m 1	2032025 - Taxi: Park, Junho -	\$50
2/13/2025	Park, Junho	Travel	2/13/2025: - 1118545	\$297.01

		Disbursement		
Date	Timekeeper	Category	Narrative	Amount
			Vendor: DialCar, Inc.; Invoice#:	
			69138; Date: 2/19/2025 - Taxi	
			Invoice for Dial - 69138 - Taxi:	
	Maass, Molly		Maass, Molly Baltimore -	
2/13/2025	Baltimore	Travel	2/13/2025: - 1118516	\$291.33
			Vendor: Mishkin, Benjamin A.	
			Invoice#: 7234191202260600 Date:	
			2/26/2025 - Trenton hearing lunch;	
	Mishkin,		Meals During Travel; 02/13/2025;	
2/13/2025	Benjamin	Working Meals	Meal at hearing for client and team.	\$332.12
			Vendor: Park, Junho Invoice#:	
			7238570403040604 Date: 3/4/2025;	
			Night/Weekend Working Meals;	
2/13/2025	Park, Junho	Working Meals	02/13/2025.	\$40.00
			Vendor: Park, Junho Invoice#:	
2/12/2027			7238570403040604 Date: 3/4/2025	* • • • • •
2/13/2025	Park, Junho	Travel	- Taxi; Taxi; 02/13/2025.	\$70.49
			Vendor: Concord Limousine 1,	
			LLC; Invoice#: 176833; Date:	
			2/21/2025 - Taxi Invoice for	
2/12/2025	D 1 T 1	Tr. 1	Concord - 176833 - Taxi: Park,	Φ10C 22
2/13/2025	Park, Junho	Travel	Junho - 2/13/2025: - 1118580	\$106.22
			Vendor: Uber Technologies, Inc;	
	Malutana		Invoice#:	
2/12/2025	McIntyre,	Tanasa1	UBER_NONTRAVEL_3/1/2025;	\$22.00
2/13/2025	Thomas	Travel	Date: 3/1/2025 - Uber Vendor: Bens Luxury Car &	\$33.98
			Limousine Service, Inc; Invoice#:	
			21725; Date: 2/16/2025 - Taxi	
			Invoice for Bens Luxury Car -	
	Maass, Molly		21725 - Taxi: Maass, Molly	
2/13/2025	Baltimore	Travel	Baltimore - 2/13/2025: - 1118517	\$375.00
2/13/2023	- Danimore	114101	Vendor: Natasha Labovitz, HSA	ψ575.00
			(#Labovitz, M. Natasha) Invoice#:	
	Labovitz, M.		7239033603230601 Date: 3/23/2025	
2/13/2025	Natasha	Working Meals	- Meal; Other Meals; 02/13/2025.	\$134.96
			Vendor: Elie Worenklein	, - , , , , , , , , , , , , , , , , , ,
			(#Worenklein, Elie J.) Invoice#:	
			7254114803260602 Date: 3/26/2025	
	Worenklein,		- Meal; Meals During Travel;	
2/13/2025	Elie J.	Working Meals	02/13/2025.	\$57.38

		Disbursement		
Date	Timekeeper	Category	Narrative	Amount
	1		Vendor: Pacer Service Center-	
			PACER; Invoice#:	
	Precost-New	Outside	DLDL0349FEB2025; Date:	
2/13/2025	York, D&P	Research	2/1/2025 - Pacer	\$9.10
		Computer		
	Davis, Morgan	Assisted Legal		
2/14/2025	A.	Research	Westlaw	\$76.02
			Vendor: GrubHub Holding Inc dba	
			Seamless; Invoice#: N2REGB-30;	
			Date: 2/16/2025- 2/10/25-	
2/16/2025	Park, Junho	Working Meals	543428862686365- Junho Park	\$53.34
			Vendor: GrubHub Holding Inc dba	
			Seamless; Invoice#: N2REGB-30;	
			Date: 2/16/2025- 2/11/25-	
	Mishkin,		910928910710310- Benjamin	
2/16/2025	Benjamin	Working Meals	Mishkin	\$26.49
			Vendor: David Feldman, A Veritext	
			Corp.; Invoice#: 8086878; Date:	
			2/17/2025 - TRANSCRIPT	
			SERVICES - CERTIFIED	
			TRANSCRIPT, EXHIBITS,	
			SECURE HOSTING & DELIVERY	
	Maass, Molly		OF VERITEXT FILE SUITE,	
2/17/2025	Baltimore	Court Reporting	LOGISTICS & PROCESSING	\$1,263.45
			Vendor: David Feldman, A Veritext	
			Corp.; Invoice#: 8086671; Date:	
			2/18/2025 - TRANSCRIPT	
			SERVICES - CERTIFIED	
			TRANSCRIP, ROUGH DRAFT,	
			EXHIBITS, SECURE HOSTING &	
			DELIVERY OF VERITEXT FILE	
	Weisgerber,		SUITE, LOGISTICS &	
2/18/2025	Erica S.	Court Reporting	PROCESSING	\$1,062.50
			Vendor: David Feldman, A Veritext	
			Corp.; Invoice#: 8079320; Date:	
			2/18/2025 - TRANSCRIPT	
			SERVICES - CERTIFIED	
			TRANSCRIPT, ROUGH DRAFT,	
			SECURE HOSTING & DELIVERY	
	Weisgerber,		OF VERITEXT FILE SUITE,	
2/18/2025	Erica S.	Court Reporting	LOGISTICS & PROCESSING	\$2,000.90

		Disbursement		
Date	Timekeeper	Category	Narrative	Amount
		Computer		
	Davis, Morgan	Assisted Legal		
2/18/2025	A.	Research	Westlaw	\$35.50
			Vendor: Pacer Service Center-	
			PACER; Invoice#:	
	Precost-New	Outside	DLDL0349FEB2025; Date:	
2/18/2025	York, D&P	Research	2/1/2025 - Pacer	\$10.70
			Vendor: Clerk, USDC, District of	
			New Jersey; Invoice#: 02/19/25-	
	Maass, Molly		MBM; Date: 2/19/2025 - Molly	
2/19/2025	Baltimore	Filing Fee	Baltimore Maass	\$250.00
			Vendor: NJ Lawyers' Fund for	
			Client Protection/N; Invoice#:	
	Maass, Molly		02/19/25-MBM; Date: 2/19/2025 -	
2/19/2025	Baltimore	Filing Fee	Molly Baltimore Maass	\$267.00
		Computer		
	Maass, Molly	Assisted Legal		
2/19/2025	Baltimore	Research	Westlaw	\$423.54
			Vendor: FedEx (Federal Express)	
		D 11	FEDEX-Fedex; Invoice#: 8-784-	
		Delivery	24966; Date: 2/28/2025 - 2/19/2025	
2/10/2025	D 1 I 1	Services/Federal	- Junho Park - Clerk Office -	¢41.00
2/19/2025	Park, Junho	Express	285596568748	\$41.09
			Vendor: FedEx (Federal Express)	
		Dalizzamz	FEDEX-Fedex; Invoice#: 8-784-	
		Delivery Services/Federal	24966; Date: 2/28/2025 - 2/19/2025 - Junho Park - NJ PHV -	
2/19/2025	Park, Junho	Express	285596841533	\$41.09
2/19/2023	raik, Juillo	Express	Vendor: Pacer Service Center-	\$41.03
			PACER; Invoice#:	
	Precost-New	Outside	DLDL0349FEB2025; Date:	
2/21/2025	York, D&P	Research	2/1/2025 - Pacer	\$14.40
2/21/2025	Tork, Beer	researen	Vendor: Pacer Service Center-	Ψ11.10
			PACER; Invoice#:	
	Precost-New	Outside	DLDL0349FEB2025; Date:	
2/22/2025	York, D&P	Research	2/1/2025 - Pacer	\$7.00
	ĺ	Computer		7
	Worenklein,	Assisted Legal		
2/25/2025	Elie J.	Research	Westlaw	\$35.50
			Vendor: Pacer Service Center-	
			PACER; Invoice#:	
	Precost-New	Outside	DLDL0349FEB2025; Date:	
2/26/2025	York, D&P	Research	2/1/2025 - Pacer	\$20.40

		Disbursement		
Date	Timekeeper	Category	Narrative	Amount
			Vendor: CourtAlert.com, Inc. Court	
			Alert.com; Invoice#: 319524-2502;	
			Date: 2/28/2025 - SERVICES FOR	
	Beeken,	Outside	THE MONTH ENDING:	
2/28/2025	Timothy	Research	02/28/2025	\$6.21
			Vendor: Pacer Service Center-	
			PACER; Invoice#:	
	Precost-New	Outside	DLDL0349FEB2025; Date:	
2/28/2025	York, D&P	Research	2/1/2025 - Pacer	\$0.30