

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

**ATTORNEY MONTHLY FEE STATEMENT COVER SHEET
FOR THE PERIOD APRIL 1, 2025, THROUGH APRIL 30, 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.

<u>/s/ M. Natasha Labovitz</u>	<u>June 13, 2025</u>
M. Natasha Labovitz	Date

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



242254825061300000000001

<p style="text-align: center;">SECTION I FEE SUMMARY</p>
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Summary of Amounts Requested for the Period
April 1, 2025 through April 30, 2025 (the “**Compensation Period**”)

Fee Total	\$1,013,610.60
Disbursement Total	\$2,836.93
Total Fees Plus Disbursements	\$1,016,447.53

Summary of Amounts Requested for Previous Periods

Total Previous Fees and Expenses Requested	<u>\$4,945,646.35</u>
Total Fees and Expenses Allowed to Date	\$0.00
Total Retainer Remaining	\$0.00
Total Holdback	\$526,518.36
Total Received by Applicant	\$2,118,443.41

Name of Professional and Title	Year Admitted	Hours	Rate²	Fee
M. Natasha Labovitz Partner	1997	74.7	\$2,317.50	\$173,117.25
Mark P. Goodman Partner	1988	13.0	\$2,317.50	\$30,127.50
Erica S. Weisgerber Partner	2009	31.2	\$2,025.00	\$63,180.00
Morgan A. Davis Partner	2016	3.6	\$1,755.00	\$6,318.00
Craig A. Bruens Counsel	1999	18.2	\$1,674.00	\$30,466.80
Elie J. Worenklein Counsel	2012	86.9	\$1,620.00	\$140,778.00
Xiaoxiao Zhou Associate	2009	3.0	\$1,458.00	\$4,374.00
Michael C. Godbe Associate	2018	59.4	\$1,471.50	\$87,407.10
Molly Baltimore Maass Associate	2018	16.2	\$1,471.50	\$23,838.30
Alexander Costin Associate	2022	2.2	\$1,354.50	\$2,979.90
Rory Heller Associate	2022	132.1	\$1,287.00	\$170,012.70
Rebecca Zipursky Associate	2021	16.8	\$1,354.50	\$22,755.60
Ann Manov Associate	2022	3.2	\$1,287.00	\$4,118.40

² 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.

Name of Professional and Title	Year Admitted	Hours	Rate²	Fee
Shefit Koboci Associate	2024	94.4	\$1,192.50	\$112,572.00
Jacqueline Hayes Associate	2024	7.6	\$1,017.00	\$7,729.20
Benjamin Mishkin Associate	2025	129.7	\$801.00	\$103,889.70
Liza Kheyfets Discovery & Data Management Project Manager	n/a	2.1	\$553.50	\$1,162.35
Junho Park Paralegal	n/a	52.3	\$522.00	\$27,300.60
Nakaba Egawa Paralegal	n/a	0.5	\$522.00	\$261.00
Yury G. Slobodkin Discovery & Data Management Senior Analyst	n/a	2.8	\$436.50	\$1,222.20
TOTALS		749.9		\$1,013,610.60

**SECTION II
SUMMARY OF SERVICES**

Services Rendered	Hours	Fee
Assumption & Rejection of Leases & Contracts	8.0	\$8,895.15
Business Operations	9.8	\$18,197.55
Case Administration	45.3	\$55,376.10
Contested BMLP Matters	44.1	\$65,494.35
Corporate Governance & Board Matters	36.2	\$54,628.20
DIP Financing	8.0	\$13,945.50
Employee Benefits & Pensions	3.1	\$5,619.60
Employment & Fee Applications	65.4	\$61,136.10
Examiner	18.5	\$28,660.05
Investigation of Causes of Action	53.7	\$89,247.60
Meetings & Communications with Creditors	1.5	\$2,499.75
Plan & Disclosure Statement	405.6	\$539,581.50
Relief from Stay & Adequate Protection	50.7	\$70,329.15
FEE TOTALS	749.9	\$1,013,610.60

**SECTION III
SUMMARY OF DISBURSEMENTS**

Disbursements	Amount
Court Reporting	24.65
Filing Fees	1,375.05
In-House Reproduction	142.80
Outside Research	369.50
Travel	504.34
Working Meals	420.59
DISBURSEMENTS TOTAL	\$2,836.93

**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 advised the Debtor relating to the motion to extend the Debtor's exclusive periods to file and solicit acceptances of a chapter 11 plan.
 - (b) The Applicant advised the Debtor on filing a motion seeking relief from the automatic stay to permit it to join non-debtor affiliates in filing a motion for leave to appeal to the New York State Court of Appeals.
 - (c) The Applicant addressed various operational issues as they arose, including addressing questions from creditors and vendors.
 - (d) The Applicant advised on employee-related issues and addressed employee questions concerning the chapter 11 case.
 - (e) The Applicant further responded to third-party discovery requests filed by BML Properties, Ltd., including the collection and production of documents related to the Debtor's numerous surety bonds and bank records.
 - (f) The Applicant provided services to the Debtor related to formulating and drafting a chapter 11 plan and accompanying disclosure statement and coordinated internal and external strategy discussions related to the plan process.
 - (g) The Applicant advised the Debtor and the Debtor's financial advisor on legal issues relating to required bankruptcy disclosures including the monthly operating reports.
 - (h) The Applicant addressed corporate governance matters, including preparing materials and providing consistent updates to the board of directors.
 - (i) The Applicant advised on other matters concerning the administration of the chapter 11 case.

³ 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 in 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 fourth monthly fee statement.

⁴ 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



Order Filed on February 7, 2025
by Clerk
U.S. Bankruptcy Court
District of New Jersey

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

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

DEBEVOISE & PLIMPTON LLP

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

Chapter 11

Judge: Christine M. Gravelle

¹ The last four digits of the Debtor's federal tax identification number for the purposes of this chapter 11 case is 445 South Street, Suite 310, Morristown, NJ 07960, 24225482502100000000000002



(Page | 2)

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

(Page | 3)

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

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:

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

(Page | 4)

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

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

(Page | 5)

Debtor: CCA Construction, Inc.

Case No.: 24-22548 (CMG)

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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

(Page | 6)

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 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. Billing Policies and Procedures

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 (“CPR”) 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.

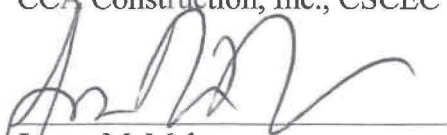
Sincerely,



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 anti-money 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

particular Matter to which it relates. Unless otherwise agreed in writing, our advice may not be used or relied on by any third party.

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.7 Use of legal due diligence reports by non-clients. You 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 Conflicts check. 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

- 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 lawyer-client 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 Publicity. 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 Indian taxpayer identification number. 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 Severability. 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 Entire agreement. 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 Liability cap. 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/standards-regulations/code-conduct-firms/> and <https://www.sra.org.uk/solicitors/standards-regulations/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/regulatory-requirements/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 Financial services. 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 Lien. 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 SRA Accounts Rules. 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 Dispute resolution. 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. Privacy and Data Protection. 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 Liability Cap. 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.

Exhibit B

Invoices



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

June 11, 2025

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

Invoice #: 2489865

Client Matter 27188.1014

FOR PROFESSIONAL SERVICES rendered through April 30, 2025 in connection with ASSUMPTION & REJECTION OF LEASES & CONTRACT

Fees	\$8,895.15
Charges and Disbursements	\$0.00
TOTAL	\$8,895.15

Date	Timekeeper	Narrative	Hours
04/01/25	Worenklein, Elie J.	Mark up draft stipulation to assume lease.	0.4
04/01/25	Mishkin, Benjamin	Continue to draft lease stipulation.	1.3
04/07/25	Mishkin, Benjamin	Revise lease extension per E. Worenklein's comments.	1.9
04/09/25	Worenklein, Elie J.	Mark up draft lease stipulation.	0.3
04/11/25	Mishkin, Benjamin	Review E. Worenklein comments on lease stipulation (0.3); revise lease stipulation per same (0.6).	0.9
04/14/25	Labovitz, M. Natasha	Correspond with B. Mishkin re lease stipulation.	0.2
04/14/25	Mishkin, Benjamin	Draft email to Debevoise team, C. Lambe [YCST], S. Borovinskaya [YCST] and M. Neiburg [YCST] re lease extension stipulation.	0.3
04/15/25	Labovitz, M. Natasha	Review correspondence with B. Mishkin re progress on lease stipulation.	0.2
04/15/25	Mishkin, Benjamin	Call with C. Lambe [YCST] re lease stipulation (0.1); update team re same (0.2).	0.3
04/17/25	Mishkin, Benjamin	Call with C. Lambe [YCST] re lease extension (0.1); email Debevoise internal team update on stipulation status (0.2).	0.3
04/18/25	Labovitz, M. Natasha	Review and respond to questions from C. Zhang [CCA] re lease stipulation (0.1); review revised stipulation (0.2).	0.3
04/18/25	Mishkin, Benjamin	Review landlord's counsel's comments to stipulation (0.1); draft email to C. Zhang [CCA] re same (0.1).	0.2
04/20/25	Labovitz, M. Natasha	Correspond with C. Zhang [CCA] re assumption/rejection question.	0.1
04/21/25	Labovitz, M. Natasha	Call with C. Zhang [CCA] and Y. Wei [CCA] re assumption/rejection question.	0.3
04/21/25	Worenklein, Elie J.	Communicate with B. Mishkin re final edits to lease stipulation.	0.3
04/21/25	Mishkin, Benjamin	Correspond with E. Worenklein re lease stipulation (0.3); coordinate finalizing lease assumption/rejection stipulation (0.4).	0.7
Total Hours			8.0

TIMEKEEPER SUMMARY

Title	Timekeeper	Hours	Rate	Amount
Partner	Labovitz, M. Natasha	1.1	2,317.50	2,549.25
	Partner Total	1.1		\$2,549.25
Counsel	Worenklein, Elie J.	1.0	1,620.00	1,620.00
	Counsel Total	1.0		\$1,620.00
Associate	Mishkin, Benjamin	5.9	801.00	4,725.90
	Associate Total	5.9		\$4,725.90
Matter Total		8.0		\$8,895.15



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

June 11, 2025

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

Invoice #: 2489864

Client Matter 27188.1012

FOR PROFESSIONAL SERVICES rendered through April 30, 2025 in connection with BUSINESS OPERATIONS

Fees	\$18,197.55
Charges and Disbursements	\$0.00
TOTAL	\$18,197.55

Date	Timekeeper	Narrative	Hours
04/08/25	Labovitz, M. Natasha	Review and comment on press response re litigation result.	0.3
04/09/25	Labovitz, M. Natasha	Review press reports and press statements.	0.3
04/10/25	Labovitz, M. Natasha	Review summaries of media coverage (0.2); review question from J. Yang [CCA] re insurance renewal (0.2).	0.4
04/14/25	Heller, Rory	Further update email memo to surety providers.	0.4
04/21/25	Labovitz, M. Natasha	Correspond with J. Yang [CCA] re Plaza operations question.	0.2
04/22/25	Labovitz, M. Natasha	Review and comment on update to insurers.	0.2
04/22/25	Heller, Rory	Correspond with surety providers re updates.	0.4
04/25/25	Labovitz, M. Natasha	Correspond with E. Worenklein re insurance renewal process (0.2); correspond with J. Yang [CCA] re Plaza operational questions re letter of credit draw (0.2).	0.4
04/25/25	Worenklein, Elie J.	Email with N. Labovitz re insurance renewal.	0.1
04/28/25	Labovitz, M. Natasha	Review materials in preparation for Plaza/Starr discussion (0.2); attend call with J. Yang [CCA], C. Zhang [CCA], A. Valentino [Starr] and L. Frankel [Alliant] re chapter 11 legal impact (0.6); coordinate providing follow-up information re same (0.3); correspond with E. Weisgerber and R. Heller re update to sureties (0.2).	1.3
04/28/25	Weisgerber, Erica S.	Email with N. Labovitz and R. Heller re update to sureties re subpoena status.	0.2
04/28/25	Worenklein, Elie J.	Participate in weekly call with FGS team re chapter 11 updates and press coverage.	0.4
04/28/25	Heller, Rory	Exchange emails with N. Labovitz and E. Weisgerber re sureties subpoena status (0.3); correspond with surety providers re update on chapter 11 case (0.3).	0.6
04/28/25	Mishkin, Benjamin	Send chapter 11 filings to J. Yang [CCA] to update Plaza/Starr on chapter 11.	0.1
04/29/25	Labovitz, M. Natasha	Review new incorrect press reports (0.2); correspond with E. Weisgerber, E. Worenklein, and FGS re same (0.4); follow-up correspondence with J. Yang [CCA] re Plaza/Starr issue (0.2); review and comment on bullet points for press response (0.2).	1.0
04/29/25	Weisgerber, Erica S.	Email with Debevoise team and FGS re BMLP press comments and response thereto.	0.4
04/29/25	Worenklein, Elie J.	Email with Debevoise team and FGS re article reporting (0.2); call with C. Zhang [CCA] re news reporting and talking points for impact on operations (0.5); draft talking points for FGS re impact on business (1.3); phone call with FGS and CCA re response to press coverage (0.4).	2.4
04/29/25	Heller, Rory	Correspond with surety provider re distribution list.	0.7
Total Hours			9.8

27188.1012 – BUSINESS OPERATIONS

Invoice Number: 2489864

TIMEKEEPER SUMMARY

Title	Timekeeper	Hours	Rate	Amount
Partner	Labovitz, M. Natasha	4.1	2,317.50	9,501.75
	Weisgerber, Erica S.	0.6	2,025.00	1,215.00
	Partner Total	4.7		\$10,716.75
Counsel	Worenklein, Elie J.	2.9	1,620.00	4,698.00
	Counsel Total	2.9		\$4,698.00
Associate	Heller, Rory	2.1	1,287.00	2,702.70
	Mishkin, Benjamin	0.1	801.00	80.10
	Associate Total	2.2		\$2,782.80
Matter Total		9.8		\$18,197.55



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June 11, 2025

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

Invoice #: 2489866

Client Matter 27188.1008

FOR PROFESSIONAL SERVICES rendered through April 30, 2025 in connection with CASE
ADMINISTRATION

Fees	\$55,376.10
Charges and Disbursements	\$2,836.93
TOTAL	\$58,213.03

Date	Timekeeper	Narrative	Hours
04/01/25	Park, Junho	Update E. Worenklein re case status.	0.2
04/03/25	Worenklein, Elie J.	Phone call with B. Mishkin re WIP items.	0.5
04/03/25	Mishkin, Benjamin	Update WIP checklist (1.2); call with E. Worenklein re same (0.5).	1.7
04/03/25	Park, Junho	Update critical date list (0.3); circulate to Debevoise team (0.1).	0.4
04/04/25	Labovitz, M. Natasha	Review WIP report (0.2); attend WIP meeting with E. Worenklein, R. Heller, S. Koboci, B. Mishkin, and J. Park (0.5).	0.7
04/04/25	Worenklein, Elie J.	Participate in weekly WIP call with N. Labovitz, R. Heller, S. Koboci, B. Mishkin, and J. Park re pending workstreams (0.5); draft email to team re next steps (0.4).	0.9
04/04/25	Heller, Rory	Attend team meeting with E. Worenklein, N. Labovitz, S. Koboci, B. Mishkin, and J. Park.	0.5
04/04/25	Koboci, Shefit	Review WIP checklist (0.5); participate in WIP checklist call with N. Labovitz, E. Worenklein, R. Heller, B. Mishkin and J. Park (0.5).	1.0
04/04/25	Mishkin, Benjamin	Send WIP checklist to team (0.1); prepare for WIP call (0.1); participate in WIP call with N. Labovitz, E. Worenklein, R. Heller, S. Koboci, and J. Park (0.5).	0.7
04/04/25	Park, Junho	Circulate updated critical date list (0.1); participate in WIP call with N. Labovitz, E. Worenklein, S. Koboci, R. Heller, and B. Mishkin (0.5).	0.6
04/07/25	Goodman, Mark P.	Participate in weekly restructuring update call with E. Worenklein, R. Heller, Y. Wei [CCA], C. Zhang [CCA], M. Liu [CCA], and J. Yang [CCA] re workstreams, status, and next steps.	0.8
04/07/25	Worenklein, Elie J.	Participate in weekly call with M. Goodman, R. Heller, Y. Wei [CCA], C. Zhang [CCA], M. Liu [CCA], and J. Yang [CCA] re open workstreams (0.8); phone call with R. Heller re recap of call and next steps (0.2).	1.0
04/07/25	Heller, Rory	Attend weekly meeting with E. Worenklein, M. Goodman, Y. Wei [CCA], C. Zhang [CCA], M. Liu [CCA], and J. Yang [CCA] (0.8); discuss meeting and next steps with E. Worenklein (0.2); draft and circulate summary email (1.0).	2.0
04/08/25	Labovitz, M. Natasha	Correspond with E. Worenklein re timing for upcoming hearings (0.3); correspond with E. Worenklein re removal deadline motion (0.2).	0.5
04/08/25	Worenklein, Elie J.	Participate in internal team meeting with R. Heller, S. Koboci, and B. Mishkin re open items (0.5); email with N. Labovitz re upcoming hearing timeline (0.2).	0.7
04/08/25	Godbe, Michael C.	Send updates to B. Mishkin re WIP.	0.2
04/08/25	Heller, Rory	Attend WIP meeting with E. Worenklein, B. Mishkin, and S. Koboci.	0.5
04/08/25	Mishkin, Benjamin	Meet with E. Worenklein, R. Heller, and S. Koboci re next steps (0.5); update WIP checklist (0.6).	1.1

Date	Timekeeper	Narrative	Hours
04/08/25	Park, Junho	Update docket files for attorney review (0.1); email E. Worenklein re upcoming dates and next steps (0.2); correspond with M. Godbe re status and WIP meeting (0.2).	0.5
04/09/25	Labovitz, M. Natasha	Review WIP report (0.2); attend WIP call with E. Worenklein, M. Godbe, R. Heller, S. Koboci, B. Mishkin, and J. Park (0.7); correspond with E. Worenklein re upcoming hearing dates (0.2).	1.1
04/09/25	Worenklein, Elie J.	Mark up draft WIP report (0.1); participate in weekly WIP call with N. Labovitz, M. Godbe, R. Heller, S. Koboci, B. Mishkin, and J. Park (0.7); email N. Labovitz re upcoming hearings (0.1).	0.9
04/09/25	Godbe, Michael C.	Participate in CCA WIP meeting with N. Labovitz, E. Worenklein, R. Heller, S. Koboci, B. Mishkin, and J. Park (0.7); meet with J. Park re WIP list (0.4).	1.1
04/09/25	Heller, Rory	Participate in team meeting with N. Labovitz, B. Mishkin, E. Worenklein, S. Koboci, M. Godbe, and J. Park (0.7); discuss follow-up with B. Mishkin (0.2); organize next steps (0.1).	1.0
04/09/25	Koboci, Shefit	Review WIP checklist (0.3); participate in WIP checklist call with N. Labovitz, E. Worenklein, M. Godbe, R. Heller, B. Mishkin, and J. Park (0.7).	1.0
04/09/25	Mishkin, Benjamin	Update WIP checklist (0.5); attend WIP call with N. Labovitz, E. Worenklein, M. Godbe, R. Heller, S. Koboci and J. Park (0.7); speak with R. Heller re follow up items (0.2).	1.4
04/09/25	Park, Junho	Prepare for WIP meeting (0.3); attend weekly WIP meeting with N. Labovitz, E. Worenklein, M. Godbe, R. Heller, S. Koboci, and B. Mishkin (0.7); update WIP per M. Godbe comments (0.5); meet with M. Godbe re same (0.4).	1.9
04/10/25	Labovitz, M. Natasha	Review and respond to question from B. Mishkin re WIP (0.1); review open WIP items re same (0.1).	0.2
04/10/25	Mishkin, Benjamin	Correspond with N. Labovitz re WIP.	0.1
04/11/25	Labovitz, M. Natasha	Review WIP report.	0.2
04/14/25	Park, Junho	Update docket files (0.2); update critical date list (0.4).	0.6
04/15/25	Park, Junho	Update docket files for attorney review.	0.2
04/16/25	Park, Junho	Communicate with B. Mishkin re critical date list (0.1); update and circulate same to internal team (0.3).	0.4
04/17/25	Worenklein, Elie J.	Mark up weekly WIP report.	0.4
04/17/25	Mishkin, Benjamin	Update WIP checklist (1.5); edit WIP per E. Worenklein's comments (0.2).	1.7
04/17/25	Park, Junho	Further update critical date list and circulate same to group (0.2); update docket files for attorney review (0.1).	0.3
04/18/25	Labovitz, M. Natasha	Review WIP report (0.2); attend WIP call with E. Weisgerber, R. Heller, S. Koboci, and B. Mishkin (0.5).	0.7
04/18/25	Weisgerber, Erica S.	Participate in weekly WIP meeting with N. Labovitz, R. Heller, S. Koboci, and B. Mishkin.	0.5
04/18/25	Worenklein, Elie J.	Phone call with B. Mishkin re recap of WIP call on workstreams.	0.3

Date	Timekeeper	Narrative	Hours
04/18/25	Heller, Rory	Participate in weekly WIP call with B. Mishkin, S. Koboci, N. Labovitz, and E. Weisgerber.	0.5
04/18/25	Koboci, Shefit	Review WIP checklist (0.5); participate in WIP checklist call with N. Labovitz, E. Weisgerber, R. Heller, and B. Mishkin (0.5).	1.0
04/18/25	Mishkin, Benjamin	Finalize WIP checklist (0.1); prepare for WIP meeting (0.1); participate in WIP meeting with N. Labovitz, E. Weisgerber, R. Heller, and S. Koboci (0.5); call with E. Worenklein re WIP and case updates (0.3); email M. Goodman re hearing planning (0.2).	1.2
04/18/25	Park, Junho	Update critical date list.	0.1
04/20/25	Park, Junho	Update docket files for attorney review.	0.1
04/21/25	Worenklein, Elie J.	Draft agenda for call with client (0.4); participate [partial] in biweekly restructuring call with CCA, litigation team, and R. Heller re upcoming workstreams (0.5).	0.9
04/21/25	Hayes, Jacqueline	Research sealing in bankruptcy matters (1.0); summarize case and circulate to E. Weisgerber and M. Maass (1.2).	2.2
04/21/25	Heller, Rory	Attend weekly check-in meeting with E. Worenklein, partial litigation team, and client.	1.0
04/23/25	Goodman, Mark P.	Email Debevoise team re May 5 hearing re agenda for lift stay relief and application to appoint Duane Morris.	0.3
04/23/25	Park, Junho	Update docket files for attorney review (0.2); circulate calendar update to group (0.2).	0.4
04/24/25	Mishkin, Benjamin	Update WIP checklist.	1.2
04/24/25	Park, Junho	Update critical date list.	0.3
04/25/25	Labovitz, M. Natasha	Review WIP report (0.2); attend WIP call with E. Weisgerber [partial], E. Worenklein, S. Koboci, M. Godbe, B. Mishkin, and J. Park [partial] (0.7).	0.9
04/25/25	Weisgerber, Erica S.	Review WIP report (0.2); participate [partial] in WIP call with N. Labovitz, E. Worenklein, S. Koboci, M. Godbe, B. Mishkin, J. Park [partial] (0.6).	0.8
04/25/25	Worenklein, Elie J.	Mark up draft WIP (0.4); participate in weekly WIP call with N. Labovitz, E. Weisgerber [partial], S. Koboci, M. Godbe, B. Mishkin, and J. Park [partial] (0.7).	1.1
04/25/25	Godbe, Michael C.	Participate in WIP meeting with N. Labovitz, E. Weisgerber [partial], E. Worenklein, S. Koboci, B. Mishkin, and J. Park [partial].	0.7
04/25/25	Koboci, Shefit	Review WIP checklist (0.3); WIP checklist call with N. Labovitz, E. Weisgerber [partial], E. Worenklein, M. Godbe, B. Mishkin, and J. Park [partial] (0.7).	1.0
04/25/25	Mishkin, Benjamin	Revise WIP checklist per comments from E. Worenklein (0.4); participate in WIP meeting with N. Labovitz, E. Weisgerber [partial], E. Worenklein, M. Godbe, S. Koboci, and J. Park [partial] (0.7).	1.1

27188.1008 – CASE ADMINISTRATION

Invoice Number: 2489866

Date	Timekeeper	Narrative	Hours
04/25/25	Park, Junho	Circulate updated critical date list (0.2); participate [partial] in WIP meeting with N. Labovitz, E. Weisgerber, E. Worenklein, M. Godbe, B. Mishkin, and S. Koboci (0.6); update docket files for attorney review (0.1).	0.9
04/29/25	Park, Junho	Coordinate client meeting setup (0.6); circulate zoom information re stay relief motion hearing (0.1).	0.7
04/30/25	Park, Junho	Update team re client meeting status (0.3); circulate new matter update to internal teams (0.1).	0.4
Total Hours			45.3

TIMEKEEPER SUMMARY

Title	Timekeeper	Hours	Rate	Amount
Partner	Goodman, Mark P.	1.1	2,317.50	2,549.25
	Labovitz, M. Natasha	4.3	2,317.50	9,965.25
	Weisgerber, Erica S.	1.3	2,025.00	2,632.50
	Partner Total	6.7		\$15,147.00
Counsel	Worenklein, Elie J.	6.7	1,620.00	10,854.00
	Counsel Total	6.7		\$10,854.00
Associate	Godbe, Michael C.	2.0	1,471.50	2,943.00
	Heller, Rory	5.5	1,287.00	7,078.50
	Koboci, Shefit	4.0	1,192.50	4,770.00
	Hayes, Jacqueline	2.2	1,017.00	2,237.40
	Mishkin, Benjamin	10.2	801.00	8,170.20
	Associate Total	23.9		\$25,199.10
Legal Assistant	Park, Junho	8.0	522.00	4,176.00
	Legal Assistant Total	8.0		\$4,176.00
Matter Total		45.3		\$55,376.10

CHARGES AND DISBURSEMENTS SUMMARY

Description	Amount
Court Reporting	24.65
Filing Fee	1,375.05
In-House Reproduction	142.80
Outside Research	369.50
Travel	558.11
Working Meals	366.82
Matter Total	\$2,836.93



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June 11, 2025

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

Invoice #: 2489873

Client Matter 27188.1026

FOR PROFESSIONAL SERVICES rendered through April 30, 2025 in connection with CONTESTED BMLP MATTERS

Fees	\$65,494.35
Charges and Disbursements	\$0.00
TOTAL	\$65,494.35

Date	Timekeeper	Narrative	Hours
04/01/25	Goodman, Mark P.	Review email re documents produced in response to BMLP bank subpoenas.	0.2
04/01/25	Labovitz, M. Natasha	Email E. Worenklein and M. Maass re analysis of bank documents produced to BMLP.	0.3
04/01/25	Worenklein, Elie J.	Incorporate N. Labovitz comments to draft email to CCA re bank discovery.	0.4
04/01/25	Heller, Rory	Review bank discovery summary.	0.2
04/01/25	Maass, Molly Baltimore	Email N. Labovitz and E. Worenklein re review of bank productions.	0.5
04/02/25	Goodman, Mark P.	Email re documents produced by banks in response to BMLP subpoenas.	0.2
04/02/25	Maass, Molly Baltimore	Email with Debevoise team re client summary of bank productions.	0.5
04/02/25	Kheifets, Liza	Coordinate with legal team re secure data transfer of discovery to BMLP.	0.5
04/03/25	Goodman, Mark P.	Review summary of responses to BMLP bank subpoenas (0.3); call with Y. Wei [CCA], C. Zhang [CCA], E. Weisgerber, E. Worenklein, and M. Maass re same (0.7).	1.0
04/03/25	Labovitz, M. Natasha	Correspond with E. Weisgerber re bank productions and responses (0.3); call with E. Weisgerber re same (0.1).	0.4
04/03/25	Weisgerber, Erica S.	Review and analyze issues related to documents produced by banks in response to subpoenas (0.1); attend call with Y. Wei [CCA], C. Zhang [CCA], M. Goodman, E. Worenklein and M. Maass re same (0.7); call with N. Labovitz re same (0.1).	0.9
04/03/25	Worenklein, Elie J.	Zoom call with Y. Wei [CCA], C. Zhang [CCA], M. Goodman, E. Weisgerber, and M. Maass re bank discovery.	0.7
04/03/25	Maass, Molly Baltimore	Email with Debevoise team re call with CCA (0.3); attend call with Y. Wei [CCA], C. Zhang [CCA], M. Goodman, E. Weisgerber, and E. Worenklein re bank productions to BMLP (0.7).	1.0
04/04/25	Labovitz, M. Natasha	Review cash transaction reporting for BMLP.	0.2
04/04/25	Weisgerber, Erica S.	Call with counsel for CSCEC Holding re BMLP subpoena issue.	0.2
04/04/25	Worenklein, Elie J.	Call with C. Lambe [YCST] re BMLP discovery (0.8); draft internal email to team re recap of call (0.3).	1.1
04/04/25	Heller, Rory	Review surety document production.	1.1
04/04/25	Slobodkin, Yury G.	Coordinate documents collection for review.	1.5
04/06/25	Labovitz, M. Natasha	Email E. Worenklein and E. Weisgerber re production of surety documents.	0.2
04/06/25	Worenklein, Elie J.	Email N. Labovitz and E. Weisgerber re BMLP discovery status (0.3); draft email to team re next steps for surety production (0.4).	0.7
04/07/25	Worenklein, Elie J.	Phone call with C. Lambe [YCST] re status of BMLP discovery.	0.4
04/08/25	Goodman, Mark P.	Call with YCST team and E. Worenklein re responses to bank subpoenas.	0.6

Date	Timekeeper	Narrative	Hours
04/08/25	Labovitz, M. Natasha	Review update from E. Worenklein re position on bank discovery.	0.2
04/08/25	Worenklein, Elie J.	Participate in call with M. Goodman and YCST team re BMLP bank discovery (0.6); meet with CCA re status of BMLP discovery requests (0.5); draft update email to team re same (0.4); email team re BMLP comments to removal motion (0.4); call with F. Yudkin [Cole Schotz] re BMLP comments to removal motion (0.2).	2.1
04/09/25	Goodman, Mark P.	Review email re bank documents.	0.1
04/09/25	Labovitz, M. Natasha	Correspond with E. Worenklein re bank discovery updates.	0.2
04/09/25	Worenklein, Elie J.	Communicate with internal team re BMLP comments to removal order and strategy (0.3); email BMLP re proposed order (0.2); phone call with YCST team re update on bank discovery (0.3).	0.8
04/09/25	Heller, Rory	Prepare surety production.	1.3
04/09/25	Maass, Molly Baltimore	Update Debevoise team re upcoming production to BMLP.	0.1
04/09/25	Kheyfets, Liza	Coordinate with legal team re document review and production to BMLP.	1.3
04/10/25	Godbe, Michael C.	Correspond with S. Koboci re surety bond research.	0.2
04/10/25	Heller, Rory	Finalize production of surety documents.	0.9
04/10/25	Koboci, Shefit	Email M. Godbe re surety bonds (0.2); research re surety bonds (2.3).	2.5
04/10/25	Maass, Molly Baltimore	Finalize production re surety subpoenas.	0.7
04/10/25	Kheyfets, Liza	Coordinate with legal team re document review and production.	0.3
04/11/25	Labovitz, M. Natasha	Email M. Maass, E. Worenklein and E. Weisgerber re withdrawal of surety subpoenas (0.3); review weekly cash reporting for BMLP (0.2).	0.5
04/15/25	Heller, Rory	Correspond with S. Koboci re surety bond (0.1); review surety bond analysis (1.9); email surety providers (0.2).	2.2
04/15/25	Koboci, Shefit	Correspond with R. Heller re surety bond question (0.2); review additional indemnification agreements at request of R. Heller (2.1).	2.3
04/16/25	Godbe, Michael C.	Correspond with R. Heller re surety bond treatment.	0.1
04/17/25	Labovitz, M. Natasha	Communicate with E. Weisgerber and R. Heller re surety discovery status (0.2); email E. Weisgerber and M. Maass re American Express production (0.2).	0.4
04/17/25	Weisgerber, Erica S.	Email with BMLP re surety documents (0.1); email with M Maass re same (0.1); email with N. Labovitz and M. Maass re American Express production (0.1); email with N. Labovitz and R. Heller re surety discovery (0.1).	0.4
04/17/25	Heller, Rory	Email with N. Labovitz and E. Weisgerber re surety discovery status (0.1); correspond with S. Koboci re indemnity agreement (0.1).	0.2
04/17/25	Koboci, Shefit	Email R. Heller re indemnity agreements to BMLP.	0.3

Date	Timekeeper	Narrative	Hours
04/18/25	Labovitz, M. Natasha	Correspond with E. Weisgerber and R. Heller re surety discovery (0.1); review draft cash reporting to BMLP (0.1); correspond with S. Koboci re question on same (0.2).	0.4
04/18/25	Weisgerber, Erica S.	Email with R. Heller re update to sureties re subpoenas.	0.2
04/18/25	Heller, Rory	Communicate with E. Weisgerber re sureties update (0.2); correspond with surety providers (0.2).	0.4
04/18/25	Koboci, Shefit	Email with N. Labovitz re BMLP cash reporting (0.2); send DIP reporting to BMLP and DIP lender (0.1).	0.3
04/21/25	Labovitz, M. Natasha	Email restructuring team re surety discovery (0.1); review analysis of new bank production (0.2).	0.3
04/21/25	Weisgerber, Erica S.	Email with restructuring team re bank document production and contents (0.3); email with BMLP re surety subpoenas (0.1).	0.4
04/21/25	Worenklein, Elie J.	Email N. Labovitz, E. Weisgerber and M. Maass re BMLP bank discovery production questions.	0.4
04/21/25	Maass, Molly Baltimore	Email with restructuring team re document production (0.2); review production received from BMLP re bank records (1.3).	1.5
04/22/25	Labovitz, M. Natasha	Review diligence on bank production documents (0.2); correspond with E. Worenklein re same (0.2).	0.4
04/22/25	Weisgerber, Erica S.	Further review documents produced in response to bank subpoenas (0.2); exchange emails with Debevoise team and C. Zhang [CCA] re same (0.2); phone call with M. Maass re same (0.1).	0.5
04/22/25	Worenklein, Elie J.	Phone call with M. Maass re bank discovery to BMLP (0.1); email with N. Labovitz re same (0.1).	0.2
04/22/25	Maass, Molly Baltimore	Email with Debevoise team re review of bank records received from BMLP (0.6); call with E. Worenklein re same (0.1); call with E. Weisgerber re same (0.1); email with BMLP re surety subpoenas (0.3).	1.1
04/23/25	Labovitz, M. Natasha	Review further information re analysis of bank discovery.	0.2
04/23/25	Worenklein, Elie J.	Phone call with C. Zhang [CCA] re BMLP bank discovery.	0.3
04/23/25	Maass, Molly Baltimore	Call with BDO team re bank subpoena records (0.2); email with Debevoise team re same (0.3).	0.5
04/24/25	Weisgerber, Erica S.	Call to Bank of China counsel re subpoena (0.1); analyze response to surety subpoenas and documents produced re bank subpoenas (0.1).	0.2
04/25/25	Labovitz, M. Natasha	Correspond with Debevoise team re bank discovery updates.	0.2
04/25/25	Weisgerber, Erica S.	Call with counsel for Bank of China re subpoena (0.2); email with counsel for Bank of China re same (0.1); correspond with BMLP and Debevoise team re surety subpoena queries and status (0.3).	0.6
04/25/25	Koboci, Shefit	Review weekly postpetition cash transfers for BMLP cash reporting and revised budget (0.4); send same to BMLP and Lowenstein teams (0.2).	0.6
04/25/25	Maass, Molly Baltimore	Email with Debevoise team re email to BMLP re third-party subpoenas.	0.8

27188.1026 – CONTESTED BMLP MATTERS

Invoice Number: 2489873

Date	Timekeeper	Narrative	Hours
04/26/25	Weisgerber, Erica S.	Email R. Heller re surety communication re subpoenas.	0.1
04/28/25	Labovitz, M. Natasha	Email M. Maass re further review of bank discovery.	0.2
04/28/25	Maass, Molly Baltimore	Review N. Labovitz email re third-party subpoenas and bank discovery.	0.1
04/28/25	Slobodkin, Yury G.	Coordinate bank subpoena documents collection.	1.0
04/29/25	Weisgerber, Erica S.	Review summary of Bank of China production (0.2); email with M. Maass re same (0.1).	0.3
04/29/25	Koboci, Shefit	Review schedules and SOFA to respond to BMLP claim (0.3); correspond with E. Weisgerber re same (0.2).	0.5
04/29/25	Maass, Molly Baltimore	Correspond with discovery and data management team re loading bank document productions (0.3); email with E. Weisgerber re same (0.1); review document production (0.9); draft email summary re same (0.4).	1.7
04/29/25	Slobodkin, Yury G.	Correspond with Debevoise team re bank subpoena.	0.3
04/30/25	Maass, Molly Baltimore	Review bank productions (0.4); email update to Debevoise team re same (0.1).	0.5
Total Hours			44.1

TIMEKEEPER SUMMARY

Title	Timekeeper	Hours	Rate	Amount
Partner	Goodman, Mark P.	2.1	2,317.50	4,866.75
	Labovitz, M. Natasha	4.1	2,317.50	9,501.75
	Weisgerber, Erica S.	3.8	2,025.00	7,695.00
	Partner Total	10.0		\$22,063.50
Counsel	Worenklein, Elie J.	7.1	1,620.00	11,502.00
	Counsel Total	7.1		\$11,502.00
Associate	Godbe, Michael C.	0.3	1,471.50	441.45
	Maass, Molly Baltimore	9.0	1,471.50	13,243.50
	Heller, Rory	6.3	1,287.00	8,108.10
	Koboci, Shefit	6.5	1,192.50	7,751.25
	Associate Total	22.1		\$29,544.30
Disc / Data Mgt	Kheyfets, Liza	2.1	553.50	1,162.35
	Slobodkin, Yury G.	2.8	436.50	1,222.20
	Disc / Data Mgt Total	4.9		\$2,384.55
Matter Total		44.1		\$65,494.35



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June 11, 2025

Chenyue Zhang
CCA Construction, Inc.
445 South Street
Suite 310
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Invoice #: 2489867

Client Matter 27188.1009

FOR PROFESSIONAL SERVICES rendered through April 30, 2025 in connection with CORPORATE GOVERNANCE & BOARD MATTERS

Fees	\$54,628.20
Charges and Disbursements	\$0.00
TOTAL	\$54,628.20

Date	Timekeeper	Narrative	Hours
04/03/25	Heller, Rory	Draft minutes of board meeting.	0.5
04/04/25	Labovitz, M. Natasha	Correspond with E. Abrams and Y. Wei [CCA] re board meeting timing (0.2); email to R. Heller re same (0.1).	0.3
04/04/25	Heller, Rory	Further draft minutes (0.3); correspond with N. Labovitz re board meeting schedule (0.1).	0.4
04/07/25	Heller, Rory	Consolidate and circulate minutes to the board for review (0.9); draft March 31 minutes (0.9); circulate March 31 minutes for review (0.3).	2.1
04/08/25	Labovitz, M. Natasha	Correspond with E. Worenklein and R. Heller re board update (0.2); call with E. Abrams re same (0.3); coordinate with R. Heller re setting new board meeting (0.2).	0.7
04/08/25	Worenklein, Elie J.	Correspond with N. Labovitz and R. Heller re board update (0.2); call with R. Heller re same (0.2).	0.4
04/08/25	Heller, Rory	Incorporate E. Worenklein and N. Labovitz comments re board update (0.8); discuss same with E. Worenklein (0.2); pull appellate decision and circulate board update (0.2); schedule board meeting (0.3).	1.5
04/09/25	Labovitz, M. Natasha	Review and comment on draft board presentation.	0.3
04/09/25	Heller, Rory	Schedule board meeting.	0.4
04/09/25	Koboci, Shefit	Draft board presentation for April 10 board meeting (3.1); send update to N. Labovitz and E. Worenklein re same (0.2).	3.3
04/10/25	Goodman, Mark P.	Participate in CCA board meeting (0.6); call with N. Labovitz re same and next steps (0.2).	0.8
04/10/25	Labovitz, M. Natasha	Call with E. Blum [BDO] re preparation for board meeting (0.4); review and revise board deck (0.3); attend board call (0.6); further correspond with R. Heller re same (0.2); call with M. Goodman re same (0.2).	1.7
04/10/25	Heller, Rory	Edit board presentation (0.4); attend board meeting (0.6).	1.0
04/10/25	Koboci, Shefit	Draft revised board presentation.	0.4
04/10/25	Park, Junho	Present zoom slides at board meeting.	0.6
04/12/25	Koboci, Shefit	Email M. Davis re request for CCA organizational chart.	0.2
04/13/25	Labovitz, M. Natasha	Review and respond to questions from S. Koboci re possible board presentation.	0.2
04/13/25	Koboci, Shefit	Correspond with N. Labovitz re CCA board meeting.	0.1
04/14/25	Goodman, Mark P.	Participate in board meeting [partial].	0.4
04/14/25	Labovitz, M. Natasha	Correspond with S. Koboci re update to board (0.2); prepare talking points for board meeting (0.4); attend board update call (0.7); draft update to Debevoise team re same (0.2).	1.5
04/14/25	Heller, Rory	Attend board meeting to take minutes.	0.7
04/14/25	Koboci, Shefit	Draft board meeting agenda (0.5); correspond with M. Maass re CCA org chart (0.2).	0.7
04/16/25	Koboci, Shefit	Draft summary slide for board presentation (2.8); draft revised board presentation slide deck (0.7).	3.5

Date	Timekeeper	Narrative	Hours
04/17/25	Labovitz, M. Natasha	Draft update to board re recommendation for path forward.	0.3
04/17/25	Koboci, Shefit	Correspond with N. Labovitz re slide deck updates (0.2); revise slide deck for board meeting (0.7).	0.9
04/18/25	Labovitz, M. Natasha	Correspond with board members re authorization to move forward with appeal.	0.3
04/21/25	Goodman, Mark P.	Call with special committee and Duane Morris re retention dispute.	0.7
04/21/25	Labovitz, M. Natasha	Prepare for special committee update (0.3); send comments to R. Heller re materials for same (0.1).	0.4
04/22/25	Heller, Rory	Draft board minutes.	0.3
04/23/25	Labovitz, M. Natasha	Correspond with R. Heller re board update.	0.1
04/23/25	Heller, Rory	Draft board update (0.6); correspond with N. Labovitz re same (0.1); edit and circulate same (0.5).	1.2
04/25/25	Labovitz, M. Natasha	Correspond with E. Worenklein re board update re recent pleadings.	0.2
04/27/25	Goodman, Mark P.	Review board deck and email re same.	0.2
04/27/25	Worenklein, Elie J.	Mark up presentation for board meeting re recent developments.	0.8
04/27/25	Koboci, Shefit	Draft board deck for April 28 meeting (2.6); incorporate E. Worenklein edits to board deck (0.7).	3.3
04/28/25	Labovitz, M. Natasha	Review and comment on board materials (0.3); coordinate adding Cole Schotz team to board meetings (0.2); attend board update call (0.4).	0.9
04/28/25	Worenklein, Elie J.	Further revise draft board presentation.	0.4
04/28/25	Heller, Rory	Review board materials (0.4); attend board meeting to take minutes (0.4).	0.8
04/28/25	Koboci, Shefit	Revise board presentation and send to CCA team.	0.2
04/28/25	Park, Junho	Present zoom slides at board meeting.	0.4
04/29/25	Labovitz, M. Natasha	Coordinate board update re examiner appointment.	0.2
04/29/25	Heller, Rory	Update board minutes.	2.4
04/29/25	Koboci, Shefit	Draft board update email re appointment of examiner.	0.2
04/30/25	Heller, Rory	Reschedule board meeting.	0.3
Total Hours			36.2

TIMEKEEPER SUMMARY

Title	Timekeeper	Hours	Rate	Amount
Partner	Goodman, Mark P.	2.1	2,317.50	4,866.75
	Labovitz, M. Natasha	7.1	2,317.50	16,454.25
	Partner Total	9.2		\$21,321.00
Counsel	Worenklein, Elie J.	1.6	1,620.00	2,592.00
	Counsel Total	1.6		\$2,592.00
Associate	Heller, Rory	11.6	1,287.00	14,929.20
	Koboci, Shefit	12.8	1,192.50	15,264.00
	Associate Total	24.4		\$30,193.20
Legal Assistant	Park, Junho	1.0	522.00	522.00
	Legal Assistant Total	1.0		\$522.00
Matter Total		36.2		\$54,628.20



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June 11, 2025

Chenyue Zhang
CCA Construction, Inc.
445 South Street
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Invoice #: 2489862

Client Matter 27188.1004

FOR PROFESSIONAL SERVICES rendered through April 30, 2025 in connection with DIP FINANCING

Fees	\$13,945.50
Charges and Disbursements	\$0.00
TOTAL	\$13,945.50

27188.1004 – DIP FINANCING

Invoice Number: 2489862

Date	Timekeeper	Narrative	Hours
04/01/25	Labovitz, M. Natasha	Review draft DIP budget (0.2); correspond with S. Koboci re same (0.1).	0.3
04/01/25	Koboci, Shefit	Correspond with N. Labovitz re revised DIP budget (0.1); call with A. Del Piano [BDO] re same (0.2).	0.3
04/02/25	Labovitz, M. Natasha	Correspond with E. Blum [BDO] re DIP budget.	0.2
04/04/25	Labovitz, M. Natasha	Review DIP budget updates (0.1); correspond with S. Koboci and E. Worenklein re same (0.1); correspond with E. Worenklein re DIP downward adjustment (0.2).	0.4
04/04/25	Worenklein, Elie J.	Call with S. Koboci, E. Blum [BDO] and J. Schwarz [BDO] re DIP reporting (0.7); review draft monthly DIP reports (0.4); call with E. Blum [BDO] re follow-up questions (0.3); draft email to N. Labovitz and team re recap of call (0.4).	1.8
04/04/25	Koboci, Shefit	Call with E. Blum [BDO], J. Schwarz [BDO] and E. Worenklein re DIP reporting (0.7); correspond with E. Worenklein and N. Labovitz re same (0.1).	0.8
04/07/25	Labovitz, M. Natasha	Review and analyze DIP re downward adjustment (0.4); correspond with E. Worenklein and S. Koboci re same (0.3).	0.7
04/07/25	Worenklein, Elie J.	Correspond with N. Labovitz and S. Koboci re DIP downward adjustment.	0.1
04/07/25	Koboci, Shefit	Update N. Labovitz and E. Worenklein re DIP downward adjustment.	0.2
04/10/25	Labovitz, M. Natasha	Review updates on open DIP questions.	0.2
04/10/25	Worenklein, Elie J.	Phone call with J. Schwarz [BDO] re DIP budget (0.4); revise email to BDO re open DIP reporting questions (0.1).	0.5
04/10/25	Koboci, Shefit	Correspond with E. Worenklein re outstanding DIP reporting questions.	0.2
04/11/25	Labovitz, M. Natasha	Review cash reporting and other DIP analysis (0.2); email E. Weisgerber re inquiry from Lowenstein (0.2); correspond with E. Worenklein re DIP budget (0.1).	0.5
04/11/25	Worenklein, Elie J.	Email with N. Labovitz re DIP budget.	0.1
04/17/25	Labovitz, M. Natasha	Correspond with J. Schwarz [BDO] re DIP payment/reduction mechanism.	0.2
04/17/25	Koboci, Shefit	Correspond with BDO team re DIP reporting questions.	0.1
04/18/25	Koboci, Shefit	Correspond with E. Abrams re DIP budget (0.1); correspond with A. Del Piano [BDO] re DIP reporting (0.1); email N. Labovitz re update to same (0.1).	0.3
04/25/25	Labovitz, M. Natasha	Review final updated DIP budget and reporting.	0.2
04/25/25	Worenklein, Elie J.	Call with J. Schwarz [BDO] re DIP budget and other workstreams (0.6); review draft DIP budget and bridge analysis (0.1).	0.7
04/25/25	Koboci, Shefit	Correspond with A. Del Piano [BDO] re DIP reporting and budget.	0.2
Total Hours			8.0

27188.1004 – DIP FINANCING

Invoice Number: 2489862

TIMEKEEPER SUMMARY

Title	Timekeeper	Hours	Rate	Amount
Partner	Labovitz, M. Natasha	2.7	2,317.50	6,257.25
	Partner Total	2.7		\$6,257.25
Counsel	Worenklein, Elie J.	3.2	1,620.00	5,184.00
	Counsel Total	3.2		\$5,184.00
Associate	Koboci, Shefit	2.1	1,192.50	2,504.25
	Associate Total	2.1		\$2,504.25
Matter Total		8.0		\$13,945.50



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June 11, 2025

Chenyue Zhang
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445 South Street
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Invoice #: 2489868

Client Matter 27188.1016

FOR PROFESSIONAL SERVICES rendered through April 30, 2025 in connection with EMPLOYEE BENEFITS & PENSIONS

Fees	\$5,619.60
Charges and Disbursements	\$0.00
TOTAL	\$5,619.60

27188.1016 – EMPLOYEE BENEFITS & PENSIONS

Invoice Number: 2489868

Date	Timekeeper	Narrative	Hours
04/10/25	Labovitz, M. Natasha	Review and sign off on talking points for US employees.	0.3
04/22/25	Labovitz, M. Natasha	Correspond with E. Worenklein re employee-related questions.	0.2
04/22/25	Worenklein, Elie J.	Correspond with N. Labovitz re employee immigration questions (0.2); draft email to CCA re same (0.1); call with R. Heller re employee immigration questions and plan term sheet (0.3).	0.6
04/22/25	Heller, Rory	Call with E. Worenklein re employee question and other workstreams.	0.3
04/24/25	Labovitz, M. Natasha	Email to E. Worenklein re coordinating with immigration counsel.	0.2
04/24/25	Worenklein, Elie J.	Correspond with N. Labovitz re immigration counsel coordination.	0.1
04/28/25	Labovitz, M. Natasha	Correspond with E. Worenklein re update from immigration call.	0.3
04/28/25	Worenklein, Elie J.	Participate in call with immigration counsel and CCA (0.9); draft update email for team (0.2).	1.1
Total Hours			3.1

TIMEKEEPER SUMMARY

Title	Timekeeper	Hours	Rate	Amount
Partner	Labovitz, M. Natasha	1.0	2,317.50	2,317.50
	Partner Total	1.0		\$2,317.50
Counsel	Worenklein, Elie J.	1.8	1,620.00	2,916.00
	Counsel Total	1.8		\$2,916.00
Associate	Heller, Rory	0.3	1,287.00	386.10
	Associate Total	0.3		\$386.10
Matter Total		3.1		\$5,619.60



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June 11, 2025

Chenyue Zhang
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445 South Street
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Invoice #: 2489869

Client Matter 27188.1017

FOR PROFESSIONAL SERVICES rendered through April 30, 2025 in connection with EMPLOYMENT & FEE APPLICATIONS

Fees	\$61,136.10
Charges and Disbursements	\$0.00
TOTAL	\$61,136.10

Date	Timekeeper	Narrative	Hours
04/02/25	Labovitz, M. Natasha	Call with E. Abrams re retentions for special committee professionals (0.2); correspond with E. Worenklein re same (0.2).	0.4
04/02/25	Worenklein, Elie J.	Research re ordinary course professional questions (1.0); correspond with N. Labovitz re special committee professionals (0.2); email with CCA re CBIZ invoices (0.3); phone call with F. Yudkin [Cole Schotz] re retention questions (0.5).	2.9
04/03/25	Labovitz, M. Natasha	Email to E. Worenklein re potential ordinary course professional retention.	0.2
04/03/25	Mishkin, Benjamin	Draft second monthly fee application statement cover sheet.	0.5
04/04/25	Mishkin, Benjamin	Call with J. Park re fee statement review.	0.2
04/04/25	Park, Junho	Call with B. Mishkin re fee statement (0.2); update same (1.3).	1.5
04/05/25	Park, Junho	Incorporate comments to second fee statement.	5.6
04/07/25	Worenklein, Elie J.	Phone call with F. Yudkin [Cole Schotz] re fee application requirements and DIP budget.	0.3
04/07/25	Park, Junho	Provide further comments to fee statement exhibits (3.4); send email update to E. Worenklein re same for review (0.2).	3.6
04/08/25	Labovitz, M. Natasha	Review and respond to question from E. Abrams re attorney retention.	0.2
04/08/25	Park, Junho	Review third monthly fee statement.	3.9
04/10/25	Worenklein, Elie J.	Correspond with BDO re CBIZ invoices.	0.3
04/14/25	Worenklein, Elie J.	Mark up draft ordinary course professionals supplemental list.	0.3
04/15/25	Labovitz, M. Natasha	Correspond with E. Worenklein re Duane Morris retention.	0.2
04/15/25	Worenklein, Elie J.	Mark up draft Duane Morris retention application (0.5); correspond with N. Labovitz re same (0.2).	0.7
04/21/25	Labovitz, M. Natasha	Provide updated guidelines to team re go-forward path for fee statements (0.3); review and respond to questions re ordinary course professional retention (0.2); correspond E. Worenklein re same (0.2).	0.7
04/21/25	Worenklein, Elie J.	Exchange emails with N. Labovitz re ordinary course professional retention questions.	0.5
04/21/25	Mishkin, Benjamin	Call with J. Park re fee statement review.	0.2
04/21/25	Park, Junho	Incorporate N. Labovitz comments to fee statement (3.4); call with B. Mishkin re same (0.2).	3.6
04/22/25	Labovitz, M. Natasha	Follow up with E. Worenklein re OCP counsel retention.	0.2
04/22/25	Worenklein, Elie J.	Email exchange with N. Labovitz re ordinary course professionals retention questions for appeal (0.2); phone call with CCA team re ordinary course professional questions and BMLP discovery (0.3).	0.5
04/22/25	Koboci, Shefit	Review N. Labovitz comments to time entries (0.8); review January fee statement (1.5).	2.3
04/23/25	Koboci, Shefit	Review February fee statement.	3.6
04/24/25	Labovitz, M. Natasha	Review objection to Duane Morris retention.	0.4

Date	Timekeeper	Narrative	Hours
04/24/25	Koboci, Shefit	Review February fee statement (2.5); speak with J. Park re same (0.1).	2.6
04/24/25	Park, Junho	Further incorporate comments from N. Labovitz re exhibit to fee statement (0.9); correspond with accounting re same (0.3); speak with S. Koboci re comments (0.1).	1.3
04/25/25	Worenklein, Elie J.	Review and comment on objection to Duane Morris retention application.	0.4
04/25/25	Park, Junho	Finalize fee statement for attorney review (2.9); correspond with E. Worenklein re same (0.3); update third monthly fee statement (1.1).	4.3
04/26/25	Mishkin, Benjamin	Email January fee statement to E. Worenklein for review.	0.2
04/26/25	Park, Junho	Update third monthly fee statement (2.9); send update to internal team for further review (0.3).	3.2
04/27/25	Labovitz, M. Natasha	Correspond with E. Worenklein re fee statement timing.	0.2
04/27/25	Worenklein, Elie J.	Mark up revised first monthly fee application (1.4); email with N. Labovitz re fee statement status (0.2); mark up cover notice for first monthly fee application statement (0.3).	1.9
04/27/25	Park, Junho	Correspond with internal team re status update (0.2); prepare chart re fee statement for attorney review (2.3); correspond with B. Mishkin re same (0.1).	2.6
04/28/25	Labovitz, M. Natasha	Review and respond to update from F. Yudkin [Cole Schotz] re Duane Morris retention.	0.1
04/28/25	Worenklein, Elie J.	Communicate with J. Park re status (0.1); exchange emails with B. Mishkin re fee review (0.2).	0.3
04/28/25	Mishkin, Benjamin	Correspond with E. Worenklein re fee statement review (0.1); review revised fee statements (2.0); call with J. Park re same (0.2); further correspond with E. Worenklein re same (0.2); coordinate review of fee statements (0.4).	2.9
04/28/25	Park, Junho	Communicate with E. Worenklein re status (0.2); call with B. Mishkin re same (0.2); circulate update to Debevoise team re fee statement status (0.3); update summary chart for January fee statement (0.8); set up chart for February fee statement (1.4.).	2.9
04/29/25	Labovitz, M. Natasha	Review and comment on fee statement cover sheet (0.3); review update re Duane Morris retention (0.1).	0.4
04/29/25	Mishkin, Benjamin	Coordinate fee statement review (4.6); call with J. Park re same (0.2).	4.8
04/29/25	Park, Junho	Update fee statement summary chart for B. Mishkin review (0.6); call with B. Mishkin re same (0.2); correspond with E. Worenklein re fee statement (0.3).	1.1
04/30/25	Labovitz, M. Natasha	Communicate with Debevoise team re responsive pleading to Duane Morris retention (1.0); correspond with F. Yudkin [Cole Schotz] re status of retention objection (0.1).	1.1
04/30/25	Weisgerber, Erica S.	Email with Debevoise and Cole Schotz teams re status of Duane Morris retention dispute and related BMLP issues.	0.4

27188.1017 – EMPLOYMENT & FEE APPLICATIONS

Invoice Number: 2489869

Date	Timekeeper	Narrative	Hours
04/30/25	Worenklein, Elie J.	Phone call with W. Usatine [Cole Schotz] re Duane Morris retention application (0.4); draft summary of call for team (0.2); correspond with Debevoise team re coordinating responsive pleading to Duane Morris retention (1.0).	1.6
04/30/25	Heller, Rory	Correspond with F. Yudkin [Cole Schotz] re Duane Morris retention objection.	0.3
Total Hours			65.4

TIMEKEEPER SUMMARY

Title	Timekeeper	Hours	Rate	Amount
Partner	Labovitz, M. Natasha	4.1	2,317.50	9,501.75
	Weisgerber, Erica S.	0.4	2,025.00	810.00
	Partner Total	4.5		\$10,311.75
Counsel	Worenklein, Elie J.	9.7	1,620.00	15,714.00
	Counsel Total	9.7		\$15,714.00
Associate	Heller, Rory	0.3	1,287.00	386.10
	Koboci, Shefit	8.5	1,192.50	10,136.25
	Mishkin, Benjamin	8.8	801.00	7,048.80
	Associate Total	17.6		\$17,571.15
Legal Assistant	Park, Junho	33.6	522.00	17,539.20
	Legal Assistant Total	33.6		\$17,539.20
Matter Total		65.4		\$61,136.10



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June 11, 2025

Chenyue Zhang
CCA Construction, Inc.
445 South Street
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Invoice #: 2489858

Client Matter 27188.1027

FOR PROFESSIONAL SERVICES rendered through April 30, 2025 in connection with EXAMINER

Fees	\$28,660.05
Charges and Disbursements	\$0.00
TOTAL	\$28,660.05

27188.1027 – EXAMINER

Invoice Number: 2489858

Date	Timekeeper	Narrative	Hours
04/06/25	Worenklein, Elie J.	Review and summarize recent examiner precedent for CCA (1.2); email with team re same (0.5).	1.7
04/06/25	Mishkin, Benjamin	Review precedent examiner report (1.3); draft summary of same for team (1.6).	2.9
04/08/25	Mishkin, Benjamin	Review examiner precedents and timeline.	0.5
04/09/25	Davis, Morgan A.	Correspond with N. Labovitz re examiner research (0.5); communicate with team re same (0.1); coordinate with A. Manov and R. Heller re same (0.7).	1.3
04/09/25	Goodman, Mark P.	Email N. Labovitz and E. Worenklein re potential examiners.	0.2
04/09/25	Labovitz, M. Natasha	Review updates from F. Yudkin [Cole Schotz] re examiner appointment (0.2); communicate with M. Davis re examiner research (0.2); review diligence re examiner candidates (0.5); attend call with F. Yudkin [Cole Schotz], M. Sirota [Cole Schotz], W. Usatine [Cole Schotz], and R. Heller re examiner timing and path forward (0.4); review and comment on notice re examiner timing (0.2); email R. Heller re same (0.1).	1.6
04/09/25	Worenklein, Elie J.	Phone call with A. Manov re examiner research (0.3); review examiner research (0.6); phone call with F. Yudkin [Cole Schotz] re examiner appointment and other open items (0.3); email with team re process to appoint examiner (0.5); comment on draft notice of examiner deadline (0.3).	2.0
04/09/25	Heller, Rory	Attend call with Cole Schotz team and N. Labovitz re examiner and next steps (0.4); draft notice of appellate outcome per examiner order (1.1).	1.5
04/09/25	Manov, Ann	Research re examiner motion (2.9); phone call with E. Worenklein re same (0.3).	3.2
04/10/25	Labovitz, M. Natasha	Review and consider update from F. Yudkin [Cole Schotz] re examiner timing and scope (0.3); email with F. Yudkin [Cole Schotz] and M. Sirota [Cole Schotz] re same (0.1).	0.4
04/23/25	Labovitz, M. Natasha	Email E. Worenklein re examiner process and timing.	0.3
04/23/25	Worenklein, Elie J.	Exchange calls with F. Yudkin [Cole Schotz] re examiner appointment and lift stay motion (0.7); draft update emails to team (0.3).	1.0
04/29/25	Labovitz, M. Natasha	Review examiner appointment (0.4); review background information re examiner (0.2); correspond further with E. Weisgerber re same (0.1); correspond with M. Sirota [Cole Schotz] re same (0.1); correspond with E. Weisgerber and Cole Schotz team re meeting with McDermott team (0.2).	1.0
04/29/25	Weisgerber, Erica S.	Review Examiner appointment notice and application (0.2); correspond with Debevoise and Cole Schotz teams re same (0.3); call to K. Going [McDermott] re examiner (0.1).	0.6
04/30/25	Labovitz, M. Natasha	Email E. Weisgerber re outreach to examiner.	0.2
04/30/25	Weisgerber, Erica S.	Correspond with N. Labovitz re examiner outreach.	0.1
Total Hours			18.5

27188.1027 – EXAMINER

Invoice Number: 2489858

TIMEKEEPER SUMMARY

Title	Timekeeper	Hours	Rate	Amount
Partner	Goodman, Mark P.	0.2	2,317.50	463.50
	Labovitz, M. Natasha	3.5	2,317.50	8,111.25
	Weisgerber, Erica S.	0.7	2,025.00	1,417.50
	Davis, Morgan A.	1.3	1,755.00	2,281.50
	Partner Total	5.7		\$12,273.75
Counsel	Worenklein, Elie J.	4.7	1,620.00	7,614.00
	Counsel Total	4.7		\$7,614.00
Associate	Heller, Rory	1.5	1,287.00	1,930.50
	Manov, Ann	3.2	1,287.00	4,118.40
	Mishkin, Benjamin	3.4	801.00	2,723.40
	Associate Total	8.1		\$8,772.30
Matter Total		18.5		\$28,660.05



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June 11, 2025

Chenyue Zhang
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Morristown, NJ 07960

Invoice #: 2489863

Client Matter 27188.1010

FOR PROFESSIONAL SERVICES rendered through April 30, 2025 in connection with INVESTIGATION OF CAUSES OF ACTION

Fees	\$89,247.60
Charges and Disbursements	\$0.00
TOTAL	\$89,247.60

Date	Timekeeper	Narrative	Hours
04/01/25	Goodman, Mark P.	Email Debevoise team re independent investigation.	0.2
04/01/25	Labovitz, M. Natasha	Correspond with E. Weisgerber re providing documents to Cole Schotz (0.2); call with E. Abrams re ensuring budget availability for special committee investigation (0.3).	0.5
04/01/25	Weisgerber, Erica S.	Analyze discovery requests to CCA (0.2); call with M. Maass re same (0.5); email with C. Zhang [CCA] re same (0.2).	0.9
04/01/25	Maass, Molly Baltimore	Call with E. Weisgerber re special committee investigation (0.5); draft outline for call with client (0.6).	1.1
04/01/25	Zipursky, Rebecca	Draft supplemental litigation hold in accordance with special committee proceedings (0.8); review and revise the same (0.6).	1.4
04/02/25	Davis, Morgan A.	Call with E. Weisgerber re discovery requests by special committee.	0.6
04/02/25	Weisgerber, Erica S.	Analyze Cole Schotz document requests (0.2); call with M. Davis re same (0.6); email S. Klepper [Cole Schotz] re materials for special committee investigation (0.2); call with S. Klepper [Cole Schotz] re same (0.2).	1.2
04/03/25	Davis, Morgan A.	Call with E. Weisgerber, R. Zipursky, and CCA Team re Cole Schotz document requests and privilege issues in connection with same.	0.4
04/03/25	Labovitz, M. Natasha	Call with E. Weisgerber re document production questions (0.2); correspond with E. Weisgerber re same (0.3).	0.5
04/03/25	Weisgerber, Erica S.	Call with R. Zipursky, and CCA team re responding to Cole Schotz document requests (0.4); email with client and M. Davis re same (0.2); email to Cole Schotz team re status of document collection (0.2); call with N. Labovitz re document production questions (0.2); communicate with N. Labovitz re same (0.1).	1.1
04/03/25	Zipursky, Rebecca	Analyze document production for Cole Schotz (0.2); call with E. Weisgerber and client team re document production for Cole Schotz subpoena (0.4).	0.6
04/04/25	Goodman, Mark P.	Email N. Labovitz re document review relating to special committee investigation of causes of action.	0.2
04/04/25	Labovitz, M. Natasha	Review scope and privilege questions for document production for special committee investigation.	0.3
04/04/25	Weisgerber, Erica S.	Review and revise draft litigation hold for special committee investigation (0.5); confer with R. Zipursky and C. Zhang [CCA] re same (0.4).	0.9
04/04/25	Zipursky, Rebecca	Review and revise litigation hold in connection with special committee investigation (1.1); confer with C. Zhang [CCA] and E. Weisgerber re same (0.4).	1.5
04/06/25	Goodman, Mark P.	Email N. Labovitz and E. Weisgerber re special committee investigation discovery.	0.2
04/06/25	Labovitz, M. Natasha	Review E. Weisgerber update re efficient search terms for document pull (0.3); consider privilege issues re same (0.2); review summary of privilege research (0.4); correspond with E. Weisgerber and M. Goodman re special committee discovery (0.3).	1.2

Date	Timekeeper	Narrative	Hours
04/06/25	Weisgerber, Erica S.	Analyze privilege issues re special committee investigation document collection (0.3); email with Debevoise team re same (0.3).	0.6
04/07/25	Goodman, Mark P.	Review email re special committee investigation of causes of action (0.1); call with N. Labovitz, E. Weisgerber, E. Worenklein, A. Costin and R. Zipursky re same (0.8); call with client re document issues (0.6); email team re document issues (0.2).	1.7
04/07/25	Labovitz, M. Natasha	Call with M. Goodman, E. Weisgerber, E. Worenklein, A. Costin and R. Zipursky re scope of document production and related privilege issues (0.8); correspond with E. Weisgerber and R. Zipursky re same (0.3).	1.1
04/07/25	Weisgerber, Erica S.	Call with M. Goodman, N. Labovitz, E. Worenklein, A. Costin and R. Zipursky re status of CCA document production and privilege protections re same (0.8); call with A. Costin and R. Zipursky re same (0.5).	1.3
04/07/25	Worenklein, Elie J.	Participate in call with M. Goodman, N. Labovitz, E. Weisgerber, A. Costin, and R. Zipursky re producing documents to Cole Schotz.	0.8
04/07/25	Costin, Alexander	Confer with E. Weisgerber and R. Zipursky re document collection (0.5); correspond with C. Zhang [CCA] re same (0.4); meet with M. Goodman, N. Labovitz, E. Weisgerber, E. Worenklein, R. Zipursky re special committee investigation (0.8); call with R. Zipursky, X. Zhou, and N. Egawa re document collection for special committee investigation (0.5).	2.2
04/07/25	Zhou, Xiaoxiao	Call with A. Costin, R. Zipursky, and N. Egawa re planning for production.	0.5
04/07/25	Zipursky, Rebecca	Call with M. Goodman, E. Weisgerber, E. Worenklein, A. Costin, and N. Labovitz re privilege issues in special committee investigation production (0.8); meet with N. Egawa, A. Costin, and X. Zhou re discovery privilege reviews (0.5); confer with E. Weisgerber and A. Costin re privilege review (0.5).	1.8
04/07/25	Egawa, Nakaba	Call with A. Costin, R. Zipursky, and X. Zhou re planning for production.	0.5
04/08/25	Maass, Molly Baltimore	Call with Cole Schotz team re document collection (0.5); email with R. Zipursky re same (0.3).	0.8
04/08/25	Zipursky, Rebecca	Confer with Cole Schotz team re investigation discovery (0.8); confer with C. Zhang [CCA] re potential privilege issues and document collection (0.2); summarize positions re outstanding pieces of document collection for E. Weisgerber (0.4); coordinate between Cole Schotz and CCA re document collection (0.3); correspond with M. Maass re same (0.1).	1.8
04/09/25	Weisgerber, Erica S.	Email with CCA re status of document production to special committee counsel.	0.2
04/09/25	Maass, Molly Baltimore	Review draft clawback agreement.	0.6

Date	Timekeeper	Narrative	Hours
04/09/25	Zipursky, Rebecca	Draft clawback agreement (2.4); review and revise the same in accordance with M. Maass edits (0.2); revise litigation hold (0.6); coordinate search terms with client and Cole Schotz team (0.3).	3.5
04/10/25	Maass, Molly Baltimore	Review emails re preservation hold.	0.1
04/11/25	Goodman, Mark P.	Review email re production of documents (0.2); call with E. Weisgerber re same (0.2).	0.4
04/11/25	Labovitz, M. Natasha	Correspond with E. Weisgerber re special committee document requests and privilege issue.	0.4
04/11/25	Weisgerber, Erica S.	Review and revise draft clawback agreement (0.6); email with Debevoise team re same (0.3); email with client re same (0.3); call with YCST and R. Zipursky re same (0.4); email with YCST team re privilege issues (0.3); email with A. Behlmann [Lowenstein] re same (0.5); communicate with N. Labovitz re special committee requests (0.2); call with M. Goodman re discovery (0.2).	2.8
04/11/25	Hayes, Jacqueline	Research re privilege question (2.0); circulate update to E. Weisgerber re same (0.7).	2.7
04/11/25	Maass, Molly Baltimore	Review emails re draft clawback agreement.	0.1
04/11/25	Zipursky, Rebecca	Incorporate E. Weisgerber comments to clawback agreement (0.5); confer with C. Lambe [YCST] re clawback agreement (0.3); confer with counsel for affiliates and E. Weisgerber re clawback agreement (0.4); review and revise same (0.8).	2.0
04/14/25	Labovitz, M. Natasha	Correspond with E. Weisgerber re clawback agreement (0.3); meet with E. Weisgerber re same (0.1).	0.4
04/14/25	Weisgerber, Erica S.	Email with CSCEC Holding counsel re proposed clawback agreement and privilege issues (0.5); email with YCST team re same (0.4); correspond with Cole Schotz re same (0.5); revise clawback agreement (0.3); email with M. Maass and R. Zipursky re same (0.4); meet with N. Labovitz re same (0.1).	2.2
04/14/25	Maass, Molly Baltimore	Call with Cole Schotz re clawback agreement (0.5); revise clawback agreement (0.7); email with E. Weisgerber and R. Zipursky re same (0.3).	1.5
04/14/25	Zipursky, Rebecca	Correspond with Cole Schotz team and E. Weisgerber re claw back agreement (0.4); review and revise agreement (0.2); confer with YCST and Lowenstein teams re clawback agreement (0.5); revise clawback in accordance with counsel edits (1.4); correspond with E. Weisgerber and M. Maass re same (0.5).	3.0
04/15/25	Weisgerber, Erica S.	Email with Cole Schotz team re request for governance documents.	0.3
04/15/25	Maass, Molly Baltimore	Email E. Weisgerber and R. Zipursky re clawback agreement and document production.	0.3
04/15/25	Zipursky, Rebecca	Finalize claw back agreement (0.5); coordinate production of documents to Cole Schotz (0.5).	1.0
04/16/25	Maass, Molly Baltimore	Email R. Zipursky re Cole Schotz request for information.	0.2

Date	Timekeeper	Narrative	Hours
04/16/25	Zipursky, Rebecca	Identify CCA requested corporate documents and circulate to Cole Schotz.	0.2
04/22/25	Goodman, Mark P.	Email N. Labovitz and E. Weisgerber re document production.	0.1
04/22/25	Labovitz, M. Natasha	Call with E. Weisgerber re document request.	0.2
04/22/25	Weisgerber, Erica S.	Email with Cole Schotz team re document review question (0.1); call with P. Pal [Cole Schotz] re same (0.2); correspond with M. Maass and X. Zhao re same (0.1); email with Cole Schotz re document review (0.1); call with N. Labovitz re documents requested (0.2).	0.7
04/22/25	Maass, Molly Baltimore	Email with E. Weisgerber and X. Zhou re Cole Schotz document request.	0.1
04/22/25	Zhou, Xiaoxiao	Coordinate document production review (0.7); email with E. Weisgerber and M. Maass re same (0.2).	0.9
04/23/25	Weisgerber, Erica S.	Email with Cole Schotz team re special committee investigation process and interviews.	0.4
04/23/25	Zhou, Xiaoxiao	Review document production.	0.3
04/24/25	Labovitz, M. Natasha	Review updates from M. Maass re special committee investigation discovery.	0.2
04/24/25	Weisgerber, Erica S.	Call with Cole Schotz, M. Maass, and V. Zhou [CCA] re background questions (0.5); follow up with Debevoise team re same (0.2).	0.7
04/24/25	Maass, Molly Baltimore	Email with Cole Schotz re special committee investigation (0.2); email Debevoise team re summary of client call (0.3); attend meeting with E. Weisgerber, Cole Schotz and V. Zhou [CCA] re background questions (0.5).	1.0
04/24/25	Zhou, Xiaoxiao	Review Cole Schotz document requests.	1.3
Total Hours			53.7

TIMEKEEPER SUMMARY

Title	Timekeeper	Hours	Rate	Amount
Partner	Goodman, Mark P.	2.8	2,317.50	6,489.00
	Labovitz, M. Natasha	4.8	2,317.50	11,124.00
	Weisgerber, Erica S.	13.3	2,025.00	26,932.50
	Davis, Morgan A.	1.0	1,755.00	1,755.00
	Partner Total	21.9		\$46,300.50
Counsel	Worenklein, Elie J.	0.8	1,620.00	1,296.00
	Counsel Total	0.8		\$1,296.00
Associate	Maass, Molly Baltimore	5.8	1,471.50	8,534.70
	Zhou, Xiaoxiao	3.0	1,458.00	4,374.00
	Costin, Alexander	2.2	1,354.50	2,979.90
	Zipursky, Rebecca	16.8	1,354.50	22,755.60
	Hayes, Jacqueline	2.7	1,017.00	2,745.90
	Associate Total	30.5		\$41,390.10
Legal Assistant	Egawa, Nakaba	0.5	522.00	261.00
	Legal Assistant Total	0.5		\$261.00
Matter Total		53.7		\$89,247.60



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June 11, 2025

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Invoice #: 2489870

Client Matter 27188.1019

FOR PROFESSIONAL SERVICES rendered through April 30, 2025 in connection with MEETINGS & COMMUNICATIONS WITH CREDITORS

Fees	\$2,499.75
Charges and Disbursements	\$0.00
TOTAL	\$2,499.75

27188.1019 – MEETINGS & COMMUNICATIONS WITH CREDITORS

Invoice Number: 2489870

Date	Timekeeper	Narrative	Hours
04/16/25	Labovitz, M. Natasha	Correspond with E. Worenklein re update from Korcomptenz discussions.	0.1
04/16/25	Worenklein, Elie J.	Phone call with counsel for Korcomptenz re chapter 11 case (0.3); phone call with CCA team re various operational questions related to same (0.5); draft email to team re same (0.3).	1.1
04/25/25	Worenklein, Elie J.	Phone call with C. Zhang [CCA] re outreach from creditors and request for updates.	0.3
Total Hours			1.5

TIMEKEEPER SUMMARY

Title	Timekeeper	Hours	Rate	Amount
Partner	Labovitz, M. Natasha	0.1	2,317.50	231.75
	Partner Total	0.1		\$231.75
Counsel	Worenklein, Elie J.	1.4	1,620.00	2,268.00
	Counsel Total	1.4		\$2,268.00
Matter Total		1.5		\$2,499.75



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June 11, 2025

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445 South Street
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Invoice #: 2489871

Client Matter 27188.1021

FOR PROFESSIONAL SERVICES rendered through April 30, 2025 in connection with PLAN & DISCLOSURE STATEMENT

Fees	\$539,581.50
Charges and Disbursements	\$0.00
TOTAL	\$539,581.50

Date	Timekeeper	Narrative	Hours
04/01/25	Labovitz, M. Natasha	Email E. Worenklein re plan, disclosure statement and next steps.	0.2
04/01/25	Worenklein, Elie J.	Correspond with N. Labovitz re plan and disclosure statement.	0.1
04/01/25	Heller, Rory	Begin drafting plan.	5.0
04/02/25	Labovitz, M. Natasha	Email Debevoise team re plan and disclosure statement.	0.3
04/02/25	Weisgerber, Erica S.	Email with N. Labovitz re advice on next steps for client.	0.1
04/02/25	Worenklein, Elie J.	Meet with R. Heller re plan provisions (0.4); comment on memo re plan timing (0.6).	1.0
04/02/25	Heller, Rory	Comment on memo re next steps in chapter 11 case (0.7); meet with E. Worenklein re plan provisions (0.4); further draft plan (1.4).	2.5
04/03/25	Labovitz, M. Natasha	Communicate with E. Worenklein re plan, exclusivity, and next steps.	0.3
04/03/25	Worenklein, Elie J.	Call with S. Koboci re exclusivity motion (0.4); review exclusivity precedent (0.3); mark up draft chapter 11 plan (2.4); email with N. Labovitz re plan and disclosure statement (0.2).	3.3
04/03/25	Heller, Rory	Incorporate E. Worenklein comments to plan (2.7); circulate same to E. Worenklein for review (0.5).	3.2
04/03/25	Koboci, Shefit	Call with E. Worenklein re exclusivity motion (0.4); review exclusivity motion precedent materials (0.6).	1.0
04/04/25	Worenklein, Elie J.	Call with B. Mishkin re background for disclosure statement (0.7); review precedent plans (2.2).	2.9
04/04/25	Mishkin, Benjamin	Begin drafting disclosure statement (2.2); call with E. Worenklein re same (0.7).	2.9
04/07/25	Labovitz, M. Natasha	Review plan timeline (0.3); further review plan precedent (0.3).	0.6
04/07/25	Heller, Rory	Review comments to plan.	0.3
04/07/25	Koboci, Shefit	Review correspondence with E. Worenklein re exclusivity motion (0.8); review exclusivity motion precedents (3.4).	4.2
04/07/25	Mishkin, Benjamin	Continue to draft disclosure statement template.	2.1
04/08/25	Labovitz, M. Natasha	Review appellate decision re impact on chapter 11 plan (0.6); outline plan structure (0.9); meet with CCA team re response to appellate decision and input on plan process (2.6); call with M. Godbe re plan (0.1).	4.2
04/08/25	Godbe, Michael C.	Call with N. Labovitz re plan background (0.1); email to Debevoise team re precedent for same (0.1).	0.2
04/08/25	Heller, Rory	Review email from S. Koboci re case strategy (0.1); attend strategy meeting with litigation and restructuring team re plan process and next steps (2.6).	2.7
04/08/25	Koboci, Shefit	Email E. Worenklein, R. Heller and B. Mishkin re case strategy (0.5); draft exclusivity motion (3.7); review case law re exclusivity motion (2.7).	6.9
04/09/25	Labovitz, M. Natasha	Correspond with E. Blum [BDO] re path forward (0.2); outline plan structure (0.6).	0.8

Date	Timekeeper	Narrative	Hours
04/09/25	Worenklein, Elie J.	Phone call with M. Godbe re plan structures (0.3); email S. Koboci re exclusivity motion (0.4).	0.7
04/09/25	Godbe, Michael C.	Research plan issues (0.8); speak with E. Worenklein re same (0.3); call with R. Heller re same (0.3); speak with J. Park re case precedent (0.2).	1.6
04/09/25	Heller, Rory	Conduct research on plan (3.8); call with M. Godbe re plan issues (0.3).	4.1
04/09/25	Koboci, Shefit	Exchange email with E. Worenklein re exclusivity (0.3); draft exclusivity motion (2.1); research cases re exclusivity motion (2.8).	5.2
04/09/25	Mishkin, Benjamin	Research re legal issues in plan.	0.8
04/09/25	Park, Junho	Meet with M. Godbe re precedent research instructions (0.2); research precedent for M. Godbe re disclosure statement and plan (2.3); email R. Heller re research on plan structure precedent (0.2).	2.7
04/10/25	Labovitz, M. Natasha	Email with E. Worenklein re path forward and BDO discussion (0.2); review status of plan-related research (0.2).	0.4
04/10/25	Worenklein, Elie J.	Phone call with M. Godbe re plan structures and research (1.1); mark up draft exclusivity motion (1.9); email with N. Labovitz re BDO discussion and next steps (0.2).	3.2
04/10/25	Godbe, Michael C.	Research plan issues (0.7); call with E. Worenklein re research question (1.1); email N. Labovitz re plan structuring (0.2); correspond with R. Heller and B. Mishkin re same (0.3); correspond with restructuring team re plan research questions (0.2); prepare steps plan (1.2); correspond with restructuring team re plan research memo (0.5).	4.2
04/10/25	Heller, Rory	Research plan structures and related requirements (8.5); email with M. Godbe re same (0.2).	8.7
04/10/25	Koboci, Shefit	Draft exclusivity motion.	3.4
04/10/25	Mishkin, Benjamin	Research legal issues re plan (7.8); correspond with M. Godbe re same (0.2); draft summary of research for team (1.7).	9.7
04/10/25	Park, Junho	Send further research on plan to M. Godbe and R. Heller.	1.0
04/11/25	Labovitz, M. Natasha	Review and analyze initial plan research (0.7); review plan precedent (0.2).	0.9
04/11/25	Godbe, Michael C.	Draft outline of plan process steps.	0.6
04/11/25	Heller, Rory	Research plan precedent.	7.0
04/11/25	Koboci, Shefit	Review surety bonds re plan question (2.8); review indemnification agreements re plan question (3.4); draft email memo re plan question (1.8).	8.0
04/11/25	Mishkin, Benjamin	Email M. Godbe re research (0.2); continue research on legal issues re plan (3.9).	4.1
04/11/25	Park, Junho	Send further plan research to R. Heller (0.2); prepare research packet re plan memo for M. Godbe (1.4).	1.6

Date	Timekeeper	Narrative	Hours
04/12/25	Davis, Morgan A.	Prepare for call re bankruptcy discussion (0.3); call with M. Goodman, N. Labovitz and E. Weisgerber re strategic discussion of bankruptcy and plan timing (1.0).	1.3
04/12/25	Goodman, Mark P.	Call with N. Labovitz, E. Weisgerber, and M. Davis re status of various issues and work streams, strategy and next steps.	1.0
04/12/25	Labovitz, M. Natasha	Participate in meeting re strategic path forward with M. Goodman, M. Davis and E. Weisgerber (1.0); follow up analysis re same (0.1).	1.1
04/12/25	Weisgerber, Erica S.	Participate in meeting re CCA planning and strategy session with M. Goodman, N. Labovitz, and M. Davis.	1.0
04/12/25	Koboci, Shefit	Draft email memo re plan analysis.	3.9
04/13/25	Godbe, Michael C.	Prepare plan research summary.	2.6
04/13/25	Koboci, Shefit	Review E. Worenklein comments to exclusivity motion (1.0); draft revised exclusivity extension motion (3.8).	4.8
04/14/25	Labovitz, M. Natasha	Preliminary review of initial plan structure research (0.8); correspond with M. Godbe re exclusivity motion (0.2); correspond with E. Weisgerber re Lowenstein request for meeting re path forward (0.2).	1.2
04/14/25	Weisgerber, Erica S.	Email with CSCEC Holding counsel re next steps.	0.2
04/14/25	Worenklein, Elie J.	Review comments to draft exclusivity motion.	0.7
04/14/25	Godbe, Michael C.	Revise exclusivity motion (5.0); draft plan structure analysis (2.7); email restructuring team re same (0.2); call with B. Mishkin and R. Heller re same (0.3); call with B. Mishkin re plan research (0.2).	8.4
04/14/25	Heller, Rory	Discuss plan research with B. Mishkin and M. Godbe (0.3); conduct plan research (4.1).	4.4
04/14/25	Koboci, Shefit	Further draft motion to extend exclusivity.	1.8
04/14/25	Mishkin, Benjamin	Meet with M. Godbe and R. Heller re plan research (0.3); continue research on legal issues in plan (5.5); call with M. Godbe re same (0.2).	6.0
04/14/25	Park, Junho	Send plan confirmation precedent research to B. Mishkin.	0.4
04/15/25	Labovitz, M. Natasha	Review materials in preparation for plan structure meeting (0.6); attend meeting [partial] with M. Godbe, R. Heller, S. Koboci and B. Mishkin to discuss same (0.8); correspond with M. Godbe and S. Koboci re preparation of outline for plan (0.3); outline possible plan structure and path forward (0.7); correspond with M. Godbe re same (0.2).	2.6
04/15/25	Godbe, Michael C.	Research plan structure issues (2.6); meet with B. Mishkin re research (0.5); correspond with S. Koboci re exclusivity research (0.3); meet with N. Labovitz [partial], R. Heller, S. Koboci, and B. Mishkin re same (1.7); coordinate call with Cole Schotz re plan discussion (0.1); correspond with N. Labovitz re plan (0.1).	5.3
04/15/25	Heller, Rory	Attend plan strategy meeting with N. Labovitz [partial], B. Mishkin, S. Koboci, and M. Godbe (1.7); conduct plan research (2.5).	4.2

Date	Timekeeper	Narrative	Hours
04/15/25	Koboci, Shefit	Participate in meeting with N. Labovitz [partial], M. Godbe, R. Heller and B. Mishkin re plan (1.7); review M. Godbe comments on exclusivity motion (1.4); correspond with M. Godbe re questions on motion to extend exclusivity (0.4); email A. Costin re questions on exclusivity motion (0.2); correspond with M. Godbe re plan case law (0.6); draft revised motion to extend exclusivity (2.9).	7.2
04/15/25	Mishkin, Benjamin	Meet with M. Godbe re plan research (0.5); research legal issues for memo for team (2.7); revise same per comments from M. Godbe (1.4); prepare for meeting on plan issues (0.1); meet with N. Labovitz [partial], M. Godbe, R. Heller, and S. Koboci re plan strategy (1.7); research plan precedents (0.7).	7.1
04/15/25	Park, Junho	Compile plan documents for M. Godbe review.	0.4
04/16/25	Labovitz, M. Natasha	Continue to develop plan structure/process outline (0.4); conference with M. Godbe and C. Bruens re same (0.4); conference with C. Bruens re same (0.3); coordinate with R. Heller to arrange and prepare for upcoming plan meetings with constituents, special committee, and management team (0.3); call with E. Weisgerber, M. Godbe and Lowenstein team to discuss plan and path forward (0.5); call with E. Weisgerber re follow-up of same (0.2); communicate with C. Bruens re plan structure options (0.3).	2.4
04/16/25	Weisgerber, Erica S.	Call with N. Labovitz, M. Godbe, and Lowenstein team re plan (0.5); conference with N. Labovitz re same (0.2).	0.7
04/16/25	Bruens, Craig A.	Conference with N. Labovitz and M. Godbe re plan structure and process outline (0.4); meet with M. Godbe, R. Heller and B. Mishkin re plan structure (1.4); conference with B. Mishkin re disclosure statement (0.4); conference with N. Labovitz re plan structure options (0.3).	2.5
04/16/25	Worenklein, Elie J.	Comment on revised draft of exclusivity motion (1.1); review draft presentation on plan structures (0.2); review research memos on plan structures (0.9).	2.2
04/16/25	Godbe, Michael C.	Correspond with R. Heller re plan call coordination (0.1); draft presentation re plan structure (0.7); conference with N. Labovitz and C. Bruens re plan structure and process (0.4); email R. Heller and J. Park re same (0.1); revise plan structure presentation (0.4); participate in meeting with C. Bruens, R. Heller, and B. Mishkin re plan (1.4); meet with S. Koboci re presentation re plan structure (0.4); participate in call with N. Labovitz, E. Weisgerber, and Lowenstein team re plan process status (0.5).	4.0
04/16/25	Heller, Rory	Attend plan strategy meeting with M. Godbe, B. Mishkin, and C. Bruens (1.4); draft slide for client presentation (0.7); discuss client presentation with J. Schwarz [BDO] (0.2); discuss same with S. Koboci (0.6); draft plan (2.3).	5.2
04/16/25	Koboci, Shefit	Call with R. Heller re client presentation (0.6); confer with M. Godbe re slides (0.4).	1.0

Date	Timekeeper	Narrative	Hours
04/16/25	Mishkin, Benjamin	Continue research on plan filing precedents (2.3); meet with C. Bruens, M. Godbe, and R. Heller re plan and disclosure statement (1.4); meet with C. Bruens re disclosure statement (0.4); email M. Godbe, R. Heller, and C. Bruens re plan filing plan (0.1); email M. Godbe and R. Heller re plan precedent research (0.1).	4.3
04/17/25	Goodman, Mark P.	Meet [partial] with N. Labovitz, M. Godbe, S. Koboci, R. Heller, and client re workstreams and next steps.	1.2
04/17/25	Labovitz, M. Natasha	Review and comment on slide deck for client plan presentation (0.5); correspond with S. Koboci re same (0.2); attend client meeting with M. Goodman [partial], M. Godbe, R. Heller; and S. Heller to discuss plan structure and path forward (1.6); email S. Koboci re exclusivity motion (0.2); review and comment on same (0.9).	3.4
04/17/25	Weisgerber, Erica S.	Review strategy re plan (0.2); comment on draft deck re same (0.2).	0.4
04/17/25	Bruens, Craig A.	Email M. Godbe re chapter 11 plan precedent structures (0.7); call with M. Godbe re potential plan structure and related issues (0.9).	1.6
04/17/25	Godbe, Michael C.	Participate in update meeting with client, M. Goodman [partial], N. Labovitz, R. Heller, and S. Koboci re next steps and plan (1.6); research plan precedent (1.2); speak with C. Bruens re plan structure (0.9); discuss same with R. Heller (0.6).	4.3
04/17/25	Heller, Rory	Discuss plan structure with M. Godbe (0.6); attend client meeting with M. Goodman [partial], N. Labovitz, M. Godbe, and S. Koboci re plan strategy (1.6); draft plan (4.8).	7.0
04/17/25	Koboci, Shefit	Attend and take notes at client meeting with M. Goodman [partial], N. Labovitz, M. Godbe, and R. Heller (1.6); correspond with N. Labovitz re exclusivity motion (0.1); incorporate N. Labovitz comments to exclusivity motion (2.5); correspond with N. Labovitz re plan presentation (0.2).	4.4
04/17/25	Mishkin, Benjamin	Continue research on legal issues in draft plan (0.9); continue to draft disclosure statement (2.3).	3.2
04/18/25	Labovitz, M. Natasha	Prepare for discussion with Cole Schotz (0.4); call with E. Weisgerber re same (0.2); call with M. Sirota [Cole Schotz], W. Usatine [Cole Schotz], F. Yudkin [Cole Schotz], E. Weisgerber, M. Godbe, and R. Heller re plan path forward (0.5); follow up with E. Weisgerber re same (0.2); review and further edit revised exclusivity motion (0.5); correspond with S. Koboci re same (0.2); correspond with R. Heller re review of draft plan (0.2).	2.2
04/18/25	Weisgerber, Erica S.	Call with N. Labovitz re plan strategy (0.2); call with M. Sirota [Cole Schotz], W. Usatine [Cole Schotz], F. Yudkin [Cole Schotz], N. Labovitz, R. Heller, and M. Godbe re plan strategy (0.5); correspond with N. Labovitz re follow up items (0.1); review draft order re stay lift motion (0.4); email BMLP counsel re same (0.3).	1.5
04/18/25	Bruens, Craig A.	Call with R. Heller re chapter 11 plan (0.5); review draft chapter 11 plan and precedent (1.1).	1.6

Date	Timekeeper	Narrative	Hours
04/18/25	Worenklein, Elie J.	Mark up draft motion to extend plan exclusivity (1.8); email with S. Koboci re same (0.3).	2.1
04/18/25	Godbe, Michael C.	Prepare for plan structure call (0.1); participate in plan structure call with M. Sirota [Cole Schotz], W. Usatine [Cole Schotz], F. Yudkin [Cole Schotz], N. Labovitz, E. Weisgerber, and R. Heller (0.5).	0.6
04/18/25	Heller, Rory	Participate in strategy call with M. Sirota [Cole Schotz], W. Usatine [Cole Schotz], F. Yudkin [Cole Schotz], N. Labovitz, E. Weisgerber, and M. Godbe (0.5); discuss draft plan with C. Bruens (0.5); further draft plan (2.8); schedule team meetings to discuss plan strategy (0.4).	4.2
04/18/25	Koboci, Shefit	Review N. Labovitz comments to motion to extend exclusivity (0.9); revise draft exclusivity motion (3.0); email with E. Worenklein re same (0.2); correspond with B. Mishkin re same (0.1); further revise draft exclusivity motion (1.1).	5.3
04/18/25	Mishkin, Benjamin	Draft disclosure statement (2.4); correspond with S. Koboci re exclusivity motion (0.2).	2.6
04/19/25	Bruens, Craig A.	Review draft chapter 11 plan and related precedent (2.0); email R. Heller comments on draft chapter 11 plan (2.5).	4.5
04/20/25	Labovitz, M. Natasha	Email with R. Heller re draft plan and path forward.	0.2
04/20/25	Bruens, Craig A.	Exchange emails with R. Heller re draft plan.	0.4
04/20/25	Heller, Rory	Draft plan (8.2); email with N. Labovitz and C. Bruens re same (0.4).	8.6
04/21/25	Goodman, Mark P.	Review draft exclusivity extension motion.	0.1
04/21/25	Labovitz, M. Natasha	Review and comment on draft of plan (0.8); participate in zoom conference [partial] with C. Bruens and R. Heller re same (0.8); meet with E. Abrams, Cole Schotz team, E. Weisgerber, and R. Heller re strategy and next steps in bankruptcy case (1.0); review internal edits to exclusivity motion (0.3); address Cole Schotz comments re same (0.3); coordinate with E. Weisgerber re same (0.3); coordinate final signoff and filing of same (0.2).	3.7
04/21/25	Weisgerber, Erica S.	Meet with E. Abrams, Cole Schotz team, N. Labovitz, and R. Heller re strategy and next steps in bankruptcy case (1.0); review draft plan term sheet and revisions to same (0.4); email with F. Yudkin [Cole Schotz] and Debevoise team re exclusivity extension and stay relief motions (0.3).	1.7
04/21/25	Bruens, Craig A.	Review draft chapter 11 plan (0.3); call with R. Heller re draft chapter 11 plan (0.5); participate in Zoom conference with N. Labovitz [partial] and R. Heller re chapter 11 plan (1.3); email update to E. Worenklein and M. Godbe (0.4).	2.5
04/21/25	Worenklein, Elie J.	Mark up draft exclusivity motion (1.6); coordinate with team re comments to exclusivity motion (0.3).	1.9
04/21/25	Heller, Rory	Draft slides for discussion with Cole Schotz team and E. Abrams (0.5); call with N. Labovitz, E. Weisgerber, Cole Schotz Team and E. Abrams re chapter 11 strategy and next steps (1.0); call with C. Bruens re plan (0.5); discuss plan with C. Bruens and N. Labovitz [partial] (1.3); update plan (2.1).	5.4

Date	Timekeeper	Narrative	Hours
04/21/25	Koboci, Shefit	Incorporate E. Weisgerber comments to exclusivity motion (0.4); incorporate E. Worenklein comments to exclusivity motion (0.5); correspond with F. Yudkin [Cole Schotz] re exclusivity motion (0.1); finalize exclusivity motion and send to Cole Schotz team (1.1); review notice of hearing prepared by Cole Schotz team (0.2).	2.3
04/22/25	Labovitz, M. Natasha	Preliminary review of plan negotiating term sheet (0.1); attend [partial] team call with E. Weisgerber, C. Bruens, E. Worenklein, M. Godbe, R. Heller, S. Koboci, and B. Mishkin re plan and plan structure (0.8); confer with E. Weisgerber re strategy (0.2).	1.1
04/22/25	Weisgerber, Erica S.	Meet with N. Labovitz [partial], C. Bruens, E. Worenklein, M. Godbe, R. Heller, S. Koboci, and B. Mishkin re plan (1.1); review proposed plan term sheet initial draft (0.3); confer with N. Labovitz re plan strategy (0.2).	1.6
04/22/25	Bruens, Craig A.	Email with M. Godbe re plan structure issues (0.1); attend zoom conference with N. Labovitz [partial], E. Worenklein, M. Godbe, R. Heller, B. Mishkin, S. Koboci, and E. Weisgerber re plan structure, process and next steps (1.1).	1.2
04/22/25	Worenklein, Elie J.	Review draft plan term sheet and summary (1.0); office meeting with M. Godbe re plan structures (1.2); participate in call with N. Labovitz [partial], E. Weisgerber, C. Bruens, M. Godbe, R. Heller, S. Koboci, and B. Mishkin re plan structures and term sheet (1.1); email to C. Bruens re plan structure strategy (0.4); research plan term sheet precedent (0.5).	4.2
04/22/25	Godbe, Michael C.	Meet with E. Worenklein re plan structure (1.2); correspond with C. Bruens re plan structure outline (0.4); review draft term sheet (0.3); prepare for call to discuss same (0.6); participate in plan structure call with N. Labovitz [partial], E. Weisgerber, E. Worenklein, C. Bruens, R. Heller, S. Koboci, and B. Mishkin (1.1); meet with B. Mishkin re plan research (0.5); review draft plan term sheet (1.1).	5.2
04/22/25	Heller, Rory	Participate in strategy meeting with N. Labovitz [partial], E. Weisgerber, B. Mishkin, M. Godbe, E. Worenklein, S. Koboci, and C. Bruens (1.1); draft plan term sheet (2.9).	4.0
04/22/25	Koboci, Shefit	Attend zoom meeting call with N. Labovitz [partial], E. Weisgerber, C. Bruens, B. Mishkin, M. Godbe, E. Worenklein, and R. Heller re plan.	1.1
04/22/25	Mishkin, Benjamin	Send disclosure statement revisions to M. Godbe (0.1); review correspondence re plan in preparation for meeting (0.1); participate in meeting with N. Labovitz [partial], E. Weisgerber, E. Worenklein, M. Godbe, R. Heller, S. Koboci and C. Bruens re plan (1.1); meet with M. Godbe re plan research (0.5); prepare notes from meeting (0.2); research legal issues re plan (1.8).	3.8
04/22/25	Park, Junho	Prepare plan and disclosure statement precedent documents for M. Godbe.	1.1
04/23/25	Labovitz, M. Natasha	Communicate with Debevoise team re preparation for client update meeting re plan (0.2); email Debevoise team re overall strategy (0.2).	0.4

Date	Timekeeper	Narrative	Hours
04/23/25	Bruens, Craig A.	Review draft term sheet (0.3); send comments to draft term sheet to R. Heller, M. Godbe, and E. Worenklein (0.7).	1.0
04/23/25	Worenklein, Elie J.	Comment on revised term sheet (0.2); meet with M. Godbe re same (0.1); review comments from C. Bruens re same (0.2).	0.5
04/23/25	Godbe, Michael C.	Review revised term sheet (0.2); speak with E. Worenklein re same (0.1); speak with B. Mishkin re disclosure statement (0.5).	0.8
04/23/25	Heller, Rory	Update draft of plan term sheet.	2.9
04/23/25	Mishkin, Benjamin	Continue research on legal issues in plan (7.3); meet with M. Godbe re disclosure statement (0.5).	7.8
04/24/25	Labovitz, M. Natasha	Attend update call with E. Worenklein, R. Heller, Y. Wei [CCA], D. Wang [CCA], and C. Zhang [CCA] re upcoming motions, plan timing and strategy, and path forward (1.1); correspond with E. Worenklein and M. Godbe re status of plan term sheet (0.2).	1.3
04/24/25	Bruens, Craig A.	Confer with M. Godbe re plan term sheet (0.2); review draft plan term sheet (0.6); participate in zoom conference with M. Godbe, E. Worenklein [partial], R. Heller and B. Mishkin re plan term sheet (0.7).	1.5
04/24/25	Worenklein, Elie J.	Meet with M. Godbe re plan term sheet (0.6); phone call with N. Labovitz, R. Heller, Y. Wei [CCA], D. Wang [CCA], and C. Zhang [CCA] re plan term sheet and appeal updates (1.1); comment on draft plan term sheet (0.4); participate [partial] in call with C. Bruens, M. Godbe, R. Heller and B. Mishkin re plan term sheet (0.5); begin drafting memo on plan structures (0.7); phone call with M. Godbe re comments to plan term sheet (1.1); mark up revised plan term sheet (1.5).	5.9
04/24/25	Godbe, Michael C.	Participate in Zoom meeting with C. Bruens, E. Worenklein [partial], R. Heller, and B. Mishkin re plan term sheet (0.7); revise same (2.2); speak with E. Worenklein re plan term sheet (0.6); revise plan term sheet (2.1); call with E. Worenklein re revisions to same (1.1); call with C. Bruens re plan term sheet (0.2).	6.9
04/24/25	Heller, Rory	Attend plan strategy meeting with E. Worenklein, N. Labovitz, Y. Wei [CCA], D. Wang [CCA], and C. Zhang [CCA] (1.1); participate in meeting re plan term sheet with M. Godbe, B. Mishkin, E. Worenklein [partial], and C. Bruens (0.7); draft plan term sheet (4.3).	6.1
04/24/25	Mishkin, Benjamin	Continue research on legal issues in plan (1.4); participate in call with E. Worenklein [partial], M. Godbe, R. Heller and C. Bruens re plan (0.7); prepare memo on legal issues in plan (3.9); correspond with J. Park re research (0.2); review and revise draft term sheet (0.7).	6.9
04/24/25	Park, Junho	Correspond with B. Mishkin re case research task (0.3); conduct and send case research to B. Mishkin for review (1.4); prepare memo materials for M. Godbe review (0.3).	2.0
04/25/25	Labovitz, M. Natasha	Review and comment on plan term sheet (0.7); email M. Godbe re same (0.2); correspond with E. Blum [BDO] re plan process (0.2).	1.1

Date	Timekeeper	Narrative	Hours
04/25/25	Bruens, Craig A.	Email comments to plan term sheet to M. Godbe.	0.3
04/25/25	Worenklein, Elie J.	Review revised draft plan term sheet from N. Labovitz (0.3); phone call with M. Godbe re revisions to plan term sheet (0.7); further mark up plan term sheet (1.7).	2.7
04/25/25	Godbe, Michael C.	Speak with E. Worenklein re revisions to plan term sheet (0.7); revise same (2.8); call with B. Mishkin re same (0.2).	3.7
04/25/25	Mishkin, Benjamin	Call with M. Godbe re plan term sheet.	0.2
04/26/25	Mishkin, Benjamin	Research legal issues associated with plan.	2.1
04/27/25	Godbe, Michael C.	Review research re legal issues in plan (0.4); correspond with B. Mishkin re same (0.2).	0.6
04/27/25	Mishkin, Benjamin	Continue research on legal issues in plan for memo for team (7.2); email with M. Godbe re same (0.2).	7.4
04/28/25	Labovitz, M. Natasha	Call with E. Blum [BDO] and M. Godbe re plan process (0.5); follow up with E. Blum [BDO] re same (0.1).	0.6
04/28/25	Bruens, Craig A.	Participate in Zoom conference with E. Worenklein, R. Heller and M. Godbe re plan term sheet (0.4); confer with M. Godbe re plan research issues (0.5).	0.9
04/28/25	Worenklein, Elie J.	Participate in team call with C. Bruens, M. Godbe and R. Heller re plan structures and other workstreams (0.4); comment on plan term sheet (0.8); revise memo on plan structures (1.1).	2.3
04/28/25	Godbe, Michael C.	Review plan research (0.2); participate in call with E. Blum [BDO] and N. Labovitz re plan structure (0.5); email E. Blum [BDO] documents materials re same (0.1); call with B. Mishkin re plan research (0.4); call with C. Bruens, E. Worenklein, and R. Heller re plan term sheet (0.4); call with C. Bruens re same (0.5); prepare for call with B. Mishkin re plan research (0.2); call with B. Mishkin re same (0.3); research confirmation issues (0.3).	2.9
04/28/25	Heller, Rory	Attend plan strategy meeting with C. Bruens, M. Godbe, and E. Worenklein (0.4); correspond with M. Godbe re same (0.1); review plan term sheet (2.0); update plan term sheet (0.9).	3.4
04/28/25	Mishkin, Benjamin	Revise memo re legal issues in plan (3.7); call with M. Godbe re same (0.4); further call with M. Godbe re same (0.3); revise memo per comments from M. Godbe (4.5).	8.9
04/28/25	Park, Junho	Research cases and update B. Mishkin re same.	0.5
04/29/25	Labovitz, M. Natasha	Correspond with E. Worenklein re client questions on plan (0.2); review and further revise plan term sheet (0.3); analyze legal issues in plan (0.4); correspond with E. Worenklein re Cole Schotz review of term sheet (0.1).	1.0
04/29/25	Bruens, Craig A.	Email with M. Godbe re term sheet.	0.2
04/29/25	Worenklein, Elie J.	Call with M. Godbe re plan term sheet (0.3); call with C. Zhang [CCA] re plan term sheet question and upcoming hearing (0.3); email with N. Labovitz re same (0.1).	0.7
04/29/25	Godbe, Michael C.	Speak with E. Worenklein re plan term sheet (0.3); call with F. Yudkin [CCA] re same (0.2); summarize same (0.2); revise plan term sheet (2.2); email C. Bruens re same (0.2).	3.1

Date	Timekeeper	Narrative	Hours
04/29/25	Heller, Rory	Update draft of plan term sheet (2.1); circulate term sheet to special committee (0.3).	2.4
04/29/25	Mishkin, Benjamin	Revise memo re plan consideration.	3.8
04/30/25	Labovitz, M. Natasha	Review plan term sheet in preparation for client meeting (0.2); attend [partial] meeting with Y. Wei [CCA], C. Zhang [CCA], E. Worenklein, and R. Heller to discuss term sheet (1.5); coordinate with R. Heller re follow-up revisions (0.2).	1.9
04/30/25	Worenklein, Elie J.	Participate in meeting with Y. Wei [CCA], C. Zhang [CCA], N. Labovitz [partial], and R. Heller re plan term sheet (2.0); recap client meeting with M. Godbe (0.5); comment on updated plan term sheet (0.4); update client memo re plan (1.7).	4.6
04/30/25	Godbe, Michael C.	Review plan memo (0.8); meet with E. Worenklein re plan meeting debrief (0.5); meet with B. Mishkin re plan memo (0.4); correspond with R. Heller re plan term sheet (0.4).	2.1
04/30/25	Heller, Rory	Participate in meeting with Y. Wei [CCA], C. Zhang [CCA], N. Labovitz [partial] and E. Worenklein re plan term sheet (2.0); update draft of plan term sheet (0.7).	2.7
04/30/25	Mishkin, Benjamin	Meet with M. Godbe re memo on legal issues (0.4); review M. Godbe comments to memo (0.3).	0.7
Total Hours			405.6

TIMEKEEPER SUMMARY

Title	Timekeeper	Hours	Rate	Amount
Partner	Goodman, Mark P.	2.3	2,317.50	5,330.25
	Labovitz, M. Natasha	31.9	2,317.50	73,928.25
	Weisgerber, Erica S.	7.2	2,025.00	14,580.00
	Davis, Morgan A.	1.3	1,755.00	2,281.50
	Partner Total	42.7		\$96,120.00
Counsel	Bruens, Craig A.	18.2	1,674.00	30,466.80
	Worenklein, Elie J.	39.0	1,620.00	63,180.00
	Counsel Total	57.2		\$93,646.80
Associate	Godbe, Michael C.	57.1	1,471.50	84,022.65
	Heller, Rory	94.0	1,287.00	120,978.00
	Koboci, Shefit	60.5	1,192.50	72,146.25
	Mishkin, Benjamin	84.4	801.00	67,604.40
	Associate Total	296.0		\$344,751.30
Legal Assistant	Park, Junho	9.7	522.00	5,063.40
	Legal Assistant Total	9.7		\$5,063.40
Matter Total		405.6		\$539,581.50



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June 11, 2025

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

Invoice #: 2489872

Client Matter 27188.1022

FOR PROFESSIONAL SERVICES rendered through April 30, 2025 in connection with RELIEF FROM STAY & ADEQUATE PROTECTION

Fees	\$70,329.15
Charges and Disbursements	\$0.00
TOTAL	\$70,329.15

Date	Timekeeper	Narrative	Hours
04/08/25	Worenklein, Elie J.	Email litigation team re requirements for lift-stay motions (0.4); call with F. Yudkin [Cole Schotz] re lift stay motion (0.3); draft email to internal team re timing for stay relief motion (0.3).	1.0
04/08/25	Mishkin, Benjamin	Draft motion to shorten time for relief from stay (0.5); draft lift-stay motion (1.2).	1.7
04/09/25	Heller, Rory	Review draft of motion to shorten time.	1.1
04/09/25	Mishkin, Benjamin	Continue to draft lift-stay motion for Court of Appeals appeal.	3.8
04/10/25	Labovitz, M. Natasha	Correspond with E. Worenklein re possible BMLP discussions re lift-stay request.	0.2
04/10/25	Worenklein, Elie J.	Phone call with F. Yudkin [Cole Schotz] re stay relief motion (0.3); draft email to internal team re same and BMLP consent (0.2).	0.5
04/14/25	Labovitz, M. Natasha	Correspond with R. Heller re motion for relief from stay.	0.2
04/14/25	Mishkin, Benjamin	Update lift-stay motion with rider from litigation team.	0.1
04/15/25	Heller, Rory	Review draft of lift-stay motion (0.4); draft update email to Debevoise team (0.1).	0.5
04/15/25	Mishkin, Benjamin	Revise lift-stay motion.	0.4
04/16/25	Labovitz, M. Natasha	Email Debevoise team re path forward for reconsideration/appeal of NY State decision (0.2); correspond with R. Heller re draft lift-stay motion (0.1).	0.3
04/16/25	Heller, Rory	Review draft of lift-stay motion (1.1); comment on lift-stay motion (2.1); review and comment on motion to shorten time (0.4); circulate drafts of lift-stay and motion to shorten time to N. Labovitz (0.5).	4.1
04/16/25	Mishkin, Benjamin	Incorporate R. Heller comments to lift-stay motion.	1.4
04/17/25	Labovitz, M. Natasha	Review and comment on lift-stay motion for appeal.	1.0
04/17/25	Worenklein, Elie J.	Mark up draft motion for relief from stay (1.7); phone call with R. Heller re stay relief motion and plan structure (0.8).	2.5
04/17/25	Heller, Rory	Call with E. Worenklein re comments to application to shorten time re automatic stay and other items.	0.8
04/17/25	Mishkin, Benjamin	Revise lift-stay motion per comments from E. Worenklein (1.7); draft email to litigation team re lift-stay motion (0.3).	2.0
04/18/25	Goodman, Mark P.	Email re lift stay motion and hearing (0.2); review revised proposed order re same and email to BMLP's counsel (0.1).	0.3
04/18/25	Labovitz, M. Natasha	Review and comment on revised lift-stay motion (0.3); correspond with B. Mishkin re same (0.2); email E. Weisgerber re same (0.1); correspond with E. Weisgerber and B. Mishkin re seeking BMLP consent for same (0.2).	0.8
04/18/25	Weisgerber, Erica S.	Email with N. Labovitz re seeking BMLP consent.	0.1
04/18/25	Heller, Rory	Review comments to lift-stay motion (1.5); update lift-stay motion (0.8); review and comment on client update re lift-stay motion (0.4).	2.7

Date	Timekeeper	Narrative	Hours
04/18/25	Mishkin, Benjamin	Revise lift-stay motion per N. Labovitz's comments (1.3); further revise lift-stay motion per comments from E. Worenklein, N. Labovitz and R. Heller (1.7); coordinate sending drafts of lift-stay motion, shortened time application and exclusivity pleadings to client and Cole Schotz team (1.5); draft email to counsel to BMLP re consent to stay relief (0.6); correspond with N. Labovitz, E. Weisgerber and R. Heller re same (0.3).	5.4
04/19/25	Goodman, Mark P.	Review motion requesting lifting stay to permit NY Court of Appeals petition and appeal.	0.2
04/21/25	Goodman, Mark P.	Review revised stay relief motion and application for shortened time.	0.2
04/21/25	Labovitz, M. Natasha	Final review of lift-stay motion (0.3); email to E. Weisgerber re BMLP consent and filing strategy (0.2).	0.5
04/21/25	Heller, Rory	Circulate drafts of lift-stay motion and application to shorten time to special committee.	0.4
04/21/25	Mishkin, Benjamin	Review and revise automatic stay relief motion per comments from F. Yudkin [Cole Schotz].	0.2
04/22/25	Goodman, Mark P.	Review stay relief motion in preparation for May 5 hearing (0.2); email N. Labovitz re same (0.1).	0.3
04/22/25	Labovitz, M. Natasha	Correspond with F. Yudkin [Cole Schotz], M. Goodman and E. Weisgerber re timing for lift-stay motion (0.3); correspond with B. Mishkin re revisions to draft order (0.2); email E. Weisgerber re same (0.1).	0.6
04/22/25	Heller, Rory	Update E. Weisgerber re status of lift stay pleadings.	0.3
04/22/25	Mishkin, Benjamin	Further revise lift-stay motion.	1.2
04/23/25	Labovitz, M. Natasha	Coordinate with working team to finalize lift-stay motion (0.3); correspond with E. Worenklein and F. Yudkin [Cole Schotz] re timing of hearing (0.2); review and address BMLP objection to shortened notice (0.3); call with E. Weisgerber re preparation for hearing (0.3).	1.1
04/23/25	Weisgerber, Erica S.	Email with court and BMLP re order to shorten time and hearing on motion to lift-stay (0.3); communicate with F. Yudkin [Cole Schotz] re same (0.4); call with N. Labovitz re stay lift hearing (0.3); further email with Cole Schotz and E. Worenklein and M. Goodman re same (0.3).	1.3
04/23/25	Worenklein, Elie J.	Mark up lift-stay motion before filing.	0.4
04/23/25	Heller, Rory	Finalize lift-stay motion draft for filing.	0.6
04/23/25	Mishkin, Benjamin	Revise lift-stay motion per comments from E. Weisgerber (0.3); send to team for review (0.1); finalize lift-stay per comments from E. Worenklein (0.2); send same to F. Yudkin [Cole Schotz] and A. Milliaressis [Cole Schotz] for filing (0.1).	0.7
04/24/25	Goodman, Mark P.	Analyze issues supporting lifting of stay for appeal (0.2); review portions of trial court opinion in connection with same (0.2).	0.4

Date	Timekeeper	Narrative	Hours
04/24/25	Worenklein, Elie J.	Communicate with Debevoise team re stay relief hearing strategy (0.5); phone call with F. Yudkin [Cole Schotz] re same (0.4).	0.9
04/25/25	Goodman, Mark P.	Participate [partial] in call with N. Labovitz, E. Weisgerber, E. Worenklein, M. Maass, W. Usatine [Cole Schotz] and F. Yudkin [Cole Schotz] to discuss upcoming hearing and related items.	0.5
04/25/25	Labovitz, M. Natasha	Attend [partial] call with M. Goodman [partial], E. Weisgerber, E. Worenklein, M. Maass, W. Usatine [Cole Schotz] and F. Yudkin [Cole Schotz] to discuss strategy for upcoming hearing and related items (0.5); correspond with M. Goodman and E. Worenklein re legal standard for lift-stay motion and possible supplemental submission (0.2).	0.7
04/25/25	Weisgerber, Erica S.	Call with F. Yudkin [Cole Schotz], W. Usatine [Cole Schotz], M. Goodman [partial], N. Labovitz [partial], M. Maass, and E. Worenklein re strategy for upcoming contested matters including lift stay motion (0.9); correspond with Debevoise team re same (0.3).	1.2
04/25/25	Worenklein, Elie J.	Phone call with M. Maass, E. Weisgerber, N. Labovitz [partial], M. Goodman [partial], W. Usatine [Cole Schotz], and F. Yudkin [Cole Schotz] re BMLP objections and May 5th stay hearing (0.9); email with Debevoise team re strategy for hearing (0.3).	1.2
04/25/25	Maass, Molly Baltimore	Call with E. Weisgerber, N. Labovitz [partial], M. Goodman [partial], E. Worenklein, F. Yudkin [Cole Schotz] and W. Usatine [Cole Schotz] re BMLP objections.	0.9
04/30/25	Goodman, Mark P.	Call with N. Labovitz, E. Worenklein, E. Weisgerber and Cole Schotz team to prepare for hearing re lifting of stay and related issues.	0.5
04/30/25	Labovitz, M. Natasha	Call with M. Goodman, E. Weisgerber, E. Worenklein, and Cole Schotz team re preparation for lift-stay hearing.	0.5
04/30/25	Weisgerber, Erica S.	Call with M. Goodman, N. Labovitz, E. Worenklein and Cole Schotz team re preparation for stay motion hearing and related issues (0.5); conference with M. Maass re same (0.2); review stay relief motion and related materials in preparation for hearing (0.6).	1.3
04/30/25	Worenklein, Elie J.	Attend meeting with N. Labovitz, M. Goodman, E. Weisgerber, and Cole Schotz team re preparation for lift-stay hearing.	0.5
04/30/25	Hayes, Jacqueline	Start draft outline for E. Weisgerber re motion to lift stay.	2.7
04/30/25	Maass, Molly Baltimore	Meet with E. Weisgerber re preparation for oral argument (0.2); email J. Hayes re same (0.3).	0.5
Total Hours			50.7

TIMEKEEPER SUMMARY

Title	Timekeeper	Hours	Rate	Amount
Partner	Goodman, Mark P.	2.4	2,317.50	5,562.00
	Labovitz, M. Natasha	5.9	2,317.50	13,673.25
	Weisgerber, Erica S.	3.9	2,025.00	7,897.50
	Partner Total	12.2		\$27,132.75
Counsel	Worenklein, Elie J.	7.0	1,620.00	11,340.00
	Counsel Total	7.0		\$11,340.00
Associate	Maass, Molly Baltimore	1.4	1,471.50	2,060.10
	Heller, Rory	10.5	1,287.00	13,513.50
	Hayes, Jacqueline	2.7	1,017.00	2,745.90
	Mishkin, Benjamin	16.9	801.00	13,536.90
	Associate Total	31.5		\$31,856.40
Matter Total		50.7		\$70,329.15

Description of Disbursements for the Compensation Period

Date	Timekeeper	Disbursement Category	Narrative	Amount
4/11/2025	Park, Junho	Court Reporting	Vendor: Reliable Copy Service-Wilmington; Invoice#: WL123192; Date: 4/11/2025 - 17 PAGE TRANSCRIPT	\$24.65
4/14/2025	Labovitz, M. Natasha	Filing Fee	Vendor: 02/01/2025-03/02/25-2/19/2025-LAWYERS REG 855-533-3863 NJ-M. Labovitz NJ Attorney Registration Payment	\$275.01
4/14/2025	Levinson, Sidney P.	Filing Fee	Vendor: 02/01/2025-03/02/25-2/21/2025-LAWYERS REG 855-533-3863 NJ-S. Levinson NJ Attorney Registration Payment	\$275.01
4/14/2025	Davis, Morgan A.	Filing Fee	Vendor: 02/01/2025-03/02/25-2/25/2025-LAWYERS REG 855-533-3863 NJ-M. Davis NJ Attorney Registration Payment	\$275.01
4/14/2025	Heller, Rory	Filing Fee	Vendor: 02/01/2025-03/02/25-2/26/2025-LAWYERS REG 855-533-3863 NJ-R. Heller NJ Attorney Registration Payment	\$275.01
4/14/2025	Koboci, Shefit	Filing Fee	Vendor: 02/01/2025-03/02/25-2/27/2025-LAWYERS REG 855-533-3863 NJ-S. Koboci NJ Attorney Registration Payment	\$275.01
4/8/2025	Park, Junho	Working Meal	Vendor: Park, Junho Invoice#: 7352176704220605 Date: 4/22/2025 - Late night meal; Night/Weekend Working Meals; 04/08/2025; Late night meal	\$40.00
4/9/2025	Park, Junho	Travel	Vendor: Park, Junho Invoice#: 7352177704220605 Date: 4/22/2025 - Late night taxi; Taxi; 04/09/2025; Late night taxi	\$34.79
4/9/2025	Park, Junho	Travel	Vendor: Park, Junho Invoice#: 7352177704220605 Date: 4/22/2025 - Late night meal; Night/Weekend Working Meals; 04/09/2025; Late night meal	\$20.00

Date	Timekeeper	Disbursement Category	Narrative	Amount
4/8/2025	Mishkin, Benjamin	Working Meal	Vendor: Mishkin, Benjamin A. Invoice#: 7355696904230607 Date: 4/23/2025 - 4/8 Dinner - ; Night/Weekend Working Meals; 04/08/2025; Late night meal	\$15.51
4/9/2025	Heller, Rory	Working Meal	Vendor: Rory B. Heller (#11934) Invoice#: 7359892304240605 Date: 4/24/2025 - Late night dinner and cab; Night/Weekend Working Meals; 04/09/2025; Late night food	\$40.00
4/9/2025	Heller, Rory	Working Meal	Vendor: Rory B. Heller (#11934) Invoice#: 7359892304240605 Date: 4/24/2025 - Late night dinner and cab; Taxi; 04/09/2025; Late night cab	\$23.85
4/10/2025	Heller, Rory	Working Meal	Vendor: Rory B. Heller (#11934) Invoice#: 7359901204240605 Date: 4/24/2025 - Late night dinner and cab; Night/Weekend Working Meals; 04/10/2025; Late night food	\$35.55
4/10/2025	Heller, Rory	Working Meal	Vendor: Rory B. Heller (#11934) Invoice#: 7359901204240605 Date: 4/24/2025 - Late night dinner and cab; Taxi; 04/10/2025; Late night cab	\$25.89
4/14/2025	Mishkin, Benjamin	Working Meal	Vendor: Mishkin, Benjamin A. Invoice#: 7361498104240605 Date: 4/24/2025 - 4/14 dinner; Night/Weekend Working Meals; 04/14/2025; Late night meal	\$26.32
4/24/2025	Precost-New York, D&P	In-House Reproduction	Duplicating Services	\$88.40
4/24/2025	Scheduled Job, Dev Team	In-House Reproduction	Document Production	\$6.20
4/15/2025	Heller, Rory	Working Meal	Vendor: Rory B. Heller (#11934) Invoice#: 7368270604260602 Date: 4/26/2025 - Late night dinner and cab; Night/Weekend Working Meals; 04/15/2025; Late night meal	\$40.00

Date	Timekeeper	Disbursement Category	Narrative	Amount
4/15/2025	Heller, Rory	Working Meal	Vendor: Rory B. Heller (#11934) Invoice#: 7368270604260602 Date: 4/26/2025 - Late night dinner and cab; Taxi; 04/15/2025; Late night cab	\$24.03
4/16/2025	Heller, Rory	Working Meal	Vendor: Rory B. Heller (#11934) Invoice#: 7368278904260602 Date: 4/26/2025 - Late night dinner and cab; Night/Weekend Working Meals; 04/16/2025; Late night meal	\$40.00
4/16/2025	Heller, Rory	Travel	Vendor: Rory B. Heller (#11934) Invoice#: 7368278904260602 Date: 4/26/2025 - Late night dinner and cab; Taxi; 04/16/2025; Late night taxi	\$24.89
4/27/2025	Cantres, Jamel	In-House Reproduction	Duplicating Services	\$38.60
4/14/2025	Mishkin, Benjamin	Travel	Vendor: Mishkin, Benjamin A. Invoice#: 7377622604300606 Date: 4/30/2025 - 4.14 lyft home; Taxi; 04/14/2025; late night taxi	\$37.62
4/16/2025	Mishkin, Benjamin	Travel	Vendor: Mishkin, Benjamin A. Invoice#: 7377623904300606 Date: 4/30/2025 - 4.16 car home; Taxi; 04/16/2025; late night car home working on CCA	\$35.99
4/29/2025	Scheduled Job, Dev Team	In-House Reproduction	Document Production	\$9.60
4/29/2025	Erosa, Manuel Luis	Outside Research	Vendor: Blue Marble Logistics, LLC; Invoice#: 291270; Date: 4/29/2025 - RETRIEVAL, FILE RETRIEVAL, COPIES	\$369.50
4/24/2025	Godbe, Michael C.	Travel	Vendor: Plush Services Corp.; Invoice#: 4042025; Date: 4/28/2025 - Taxi Invoice for Plush Services - 4042025 - Taxi: 12417 - 4/24/2025: - 1121604	\$30.44
4/24/2025	Worenklein, Elie J.	Travel	Vendor: DialCar, Inc.; Invoice#: 70833; Date: 4/30/2025 - Taxi Invoice for Dial - 70833 - Taxi: 10375 - 4/24/2025: - 1121606	\$85.19

Date	Timekeeper	Disbursement Category	Narrative	Amount
4/30/2025	Worenklein, Elie J.	Travel	Vendor: Plush Services Corp.; Invoice#: 5012025; Date: 5/5/2025 - Taxi Invoice for Plush Services - 5012025 - Taxi: 10375 - 4/30/2025: - 1121918	\$80.84
4/30/2025	Mishkin, Benjamin	Working Meal	Vendor: Mishkin, Benjamin A. Invoice#: 7403701205100603 Date: 5/10/2025 - late night dinner - ; Night/Weekend Working Meals;04/30/2025; Late night meal	\$37.57
4/22/2025	Park, Junho	Travel	Vendor: Park, Junho Invoice#: 7426590705240603 Date: 5/24/2025 - Late Night Meal and Taxi; Taxi; 04/22/2025; Late night taxi	\$76.79
4/22/2025	Park, Junho	Working meal	Vendor: Park, Junho Invoice#: 7426590705240603 Date: 5/24/2025 - Late Night Meal and Taxi; Night/Weekend Working Meals;04/22/2025; Late night meal	\$40.00
4/24/2025	Park, Junho	Working meal	Vendor: Park, Junho Invoice#: 7426592305240603 Date: 5/24/2025 - Late Night Meal and Taxi; Night/Weekend Working Meals; 04/24/2025; Late night meal	\$31.87
4/24/2025	Park, Junho	Travel	Vendor: Park, Junho Invoice#: 7426592305240603 Date: 5/24/2025 - Late Night Meal and Taxi; Taxi; 04/24/2025; Late night taxi	\$77.79