

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

ATTORNEY MONTHLY FEE STATEMENT COVER SHEET
FOR THE PERIOD AUGUST 1, 2025 THROUGH AUGUST 31, 2025

In re CCA Construction, Inc.¹

Applicant: Cole Schotz P.C.

Case No. 24-22548 (CMG)

Client: Debtor and Debtor in Possession

Chapter 11

Case Filed: December 22, 2024

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

RETENTION ORDER ATTACHED.

<u>/s/ Michael D. Sirota</u>	<u>9/30/2025</u>
MICHAEL D. SIROTA	Date

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



24225482509300000000000002

<p style="text-align: center;">SECTION I FEE SUMMARY</p>
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Summary of Amounts Requested for the Period
August 1, 2025 through August 31, 2025 (the “**Compensation Period**”)

Fee Total	\$167,428.50
Disbursement Total	\$291.00
Total Fees Plus Disbursements	\$167,719.50

Summary of Amounts Requested for Previous Periods

Total Previous Fees and Expenses Requested:	\$3,477,354.85
Total Fees and Expenses Allowed to Date:	\$1,272,626.00
Total Retainer Remaining:	\$673,573.50
Total Holdback:	\$243,220.60
Total Received by Applicant:	\$2,249,669.78 ²

² Cole Schotz has not yet received payment on account of its June and July 2025 invoices and, accordingly, the total received and total holdback do not reflect related amounts.

Name of Professional and Title	Year Admitted	Hours	Rate	Fee
Michael D. Sirota Member	1986	37.50	\$1,575.00	\$59,062.50
Warren A. Usatine Member	1995	10.50	\$1,250.00	\$13,125.00
Steven Klepper Member	1993	24.80	\$960.00	\$23,808.00
Felice R. Yudkin Member	2005	13.40	\$940.00	\$12,596.00
Jason R. Melzer Member	2001	10.00	\$875.00	\$8,750.00
Daniel J. Harris Member	2008	14.20	\$850.00	\$12,070.00
Krista L. Kulp Special Counsel	2013	6.90	\$670.00	\$4,623.00
Andreas D. Milliaressis Associate	2016	11.30	\$650.00	\$7,345.00
Pekham Pal Associate	2017	21.10	\$650.00	\$13,715.00
Amanda M. Cook eDiscovery Manager	N/A	0.10	\$535.00	\$53.50
Daniel N. Sullivan eDiscovery Manager	N/A	11.10	\$475.00	\$5,272.50
Christopher D. Sindo eDiscovery Manager	N/A	0.30	\$440.00	\$132.00
Bryan E. Navas eDiscovery Manager	N/A	0.60	\$440.00	\$264.00
Jaya Gajjavelli eDiscovery Analyst	N/A	0.30	\$440.00	\$132.00
Danielle E. Delehanty Paralegal	N/A	15.40	\$400.00	\$6,160.00

Name of Professional and Title	Year Admitted	Hours	Rate	Fee
Frances Pisano Paralegal	N/A	0.80	\$400.00	\$320.00
TOTALS	n/a	178.30	n/a	\$167,428.50

**SECTION II
SUMMARY OF SERVICES**

Services Rendered	Hours	Fee
Asset Analysis	0.00	\$0.00
Asset/Business Disposition	0.00	\$0.00
Assumption and Rejection of Leases and Contracts	0.00	\$0.00
Preference Actions/Response	0.00	\$0.00
Budgeting (Case)	0.00	\$0.00
Business Operations	0.00	\$0.00
Case Administration	5.90	\$6,397.50
Claims Administration and Objections	0.00	\$0.00
Corporate Governance and Board Matters	5.50	\$5,333.50
Data Analysis	12.10	\$5,711.50
Employee Benefits/Pensions	0.00	\$0.00
Fee Application Preparation	22.90	\$12,643.00
Fee Employment	0.00	\$0.00
Fee Objections	0.00	\$0.00
Financing	0.00	\$0.00
Litigation	104.40	\$107,093.50
Meetings of Creditors	0.00	\$0.00
Disclosure Statement	0.00	\$0.00
Plan of Reorganization	14.90	\$16,345.00
Real Estate	0.00	\$0.00
Regulatory Compliance	0.00	\$0.00
Relief from Stay	9.00	\$11,428.50
Reporting	3.60	\$2,476.00
Tax Issues	0.00	\$0.00
Valuation	0.00	\$0.00
Non-Working Travel	0.00	\$0.00
SERVICES TOTALS	178.30	\$167,428.50

**SECTION III
SUMMARY OF DISBURSEMENTS**

Disbursements	Amount
Computer Assisted Legal Research	\$39.35
Facsimile	\$0.00
Long Distance Telephone/Conference Calls	\$0.00
In-House Reproduction	\$2.00
Outside Reproduction	\$0.00
Outside Research	\$0.00
Filing Fees	\$199.00
Court Fees	\$28.90
Court Reporting/Transcripts	\$0.00
Travel	\$0.00
Delivery Services / Federal Express	\$0.00
Postage	\$0.00
Other (Transcript)	\$21.75
DISBURSEMENTS TOTAL	\$291.00

**SECTION IV
CASE HISTORY**

- (1) Date case filed: December 22, 2024
- (2) Chapter under which case commenced: Chapter 11
- (3) Date of retention: February 5, 2025, *nunc pro tunc* to December 22, 2024. See **Exhibit A**.
If limit on number of hours or other limitations to retention, set forth: n/a
- (4) Summarize in brief the benefits to the estate and attach supplements as needed:³
 - (a) The Applicant assisted co-counsel in addressing issues related to the examiner and the scope and budget for the examiner's investigation.
 - (b) The Applicant advised the Special Committee regarding an investigation of potential estate causes of action. The Applicant attended to ongoing matters related to the investigation report and the production of documents.
 - (c) The Applicant advised co-counsel and the Debtors regarding developing a Chapter 11 plan and related strategy.
 - (d) The Applicant prepared and filed monthly fee statements on behalf of itself and other professionals.
 - (e) The Applicant provided legal advice to the Debtor and co-counsel regarding local rules, practice, and procedure.
 - (f) The Applicant tended to others matters concerning administration of this Chapter 11 case as requested by the Debtor and co-counsel, including reviewing and filing the monthly operating report.
 - (g) The Applicant rendered all other services set forth on the invoices attached hereto as **Exhibit B**.⁴
- (5) Anticipated distribution to creditors:
 - (a) Administration expense: Unknown at this time.
 - (b) Secured creditors: Unknown at this time.

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.

⁴ The invoice attached hereto as **Exhibit B** contains detailed descriptions of the services rendered and expenses incurred by the Applicant during the Compensation Period.

- (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 eighth monthly fee statement.

Exhibit A

Retention Order

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

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

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

-and-

DEBEVOISE & PLIMPTON LLP

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

Proposed Co-Counsel to the Debtor and Debtor in Possession

In re:

CCA Construction, Inc.,¹

Debtor.



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

Chapter 11

Case No. 24-22548 (CMG)

DATED: February 5, 2025


Honorable Christine M. Gravelle
United States Bankruptcy Judge

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



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Debtor: CCA Construction, Inc.

Case No. 24-22548 (CMG)

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

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

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

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Debtor: CCA Construction, Inc.

Case No. 24-22548 (CMG)

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

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

IT IS HEREBY ORDERED THAT:

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

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

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Debtor: CCA Construction, Inc.

Case No. 24-22548 (CMG)

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

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

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

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

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

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Debtor: CCA Construction, Inc.

Case No. 24-22548 (CMG)

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

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

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

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

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

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Debtor: CCA Construction, Inc.

Case No. 24-22548 (CMG)

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

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

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

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

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

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

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

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

EXHIBIT 1

Engagement Letter



Michael D. Sirota
Member
Admitted in NJ and NY

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

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

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New York
—
Delaware
—
Maryland
—
Texas
—
Florida

October 14, 2024

**ATTORNEY-CLIENT PRIVILEGED
PERSONAL AND CONFIDENTIAL**

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

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

Re: Engagement Agreement

Dear Mr. McMahon:

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

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

coleschotz.com

 COLE SCHOTZ P.C.

James McMahon, Esq.

October 14, 2024

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

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

Retainer

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

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

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

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

☼ COLE SCHOTZ P.C.

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

Very truly yours,

/s/ Michael D. Sirota

Michael D. Sirota

MDS:cdc

Attachment

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

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

CCA Construction Inc.
~~China Construction America and affiliates~~

By: 
Title: General Counsel

Dated: October 18, 2024



STANDARD TERMS OF ENGAGEMENT FOR LEGAL SERVICES

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

THE SCOPE OF OUR WORK

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

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

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

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

WHO PROVIDES THE LEGAL SERVICES

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

GENERATIVE ARTIFICIAL INTELLIGENCE

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

HOW FEES ARE SET

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

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



Our current range of hourly rates is as follows:

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

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

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

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

OUT-OF-POCKET EXPENSES

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

RETAINER AND TRUST DEPOSITS

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

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

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

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

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

BILLING ARRANGEMENTS AND TERMS OF PAYMENT

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

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

FEE DISPUTES

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

POTENTIAL CONFLICTS/UNRELATED MATTERS WAIVER

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



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

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

PRESERVATION OF ELECTRONICALLY STORED AND OTHER INFORMATION

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

TERMINATION

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

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

CONCLUSION OF REPRESENTATION; DISPOSITION OF DOCUMENTS

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

DISCLOSURE OF REPRESENTATION

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

POST-ENGAGEMENT MATTERS

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

Exhibit B

Invoice



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

Invoice Date: September 25, 2025
Invoice Number: 1016833
Matter Number: 68594-0001

Re: CHAPTER 11 REORG. - DEBTOR

FOR PROFESSIONAL SERVICES THROUGH AUGUST 31, 2025

CASE ADMINISTRATION			5.90	6,397.50
<u>DATE</u>	<u>INITIALS</u>	<u>Description</u>	<u>HOURS</u>	<u>AMOUNT</u>
08/05/25	MDS	TELEPHONE FROM ATTORNEY/CO-COUNSEL RE: THURSDAY COURT PREPARATION	0.50	787.50
08/05/25	FRY	EMAILS WITH CO-COUNSEL AND COURT RE OMNIBUS HEARING DATES	0.20	188.00
08/06/25	SLK	VARIOUS CORRESPONDENCE WITH GIBBONS, EXAMINER RE: HEARING ISSUES	0.20	192.00
08/07/25	MDS	TELEPHONE FROM ATTORNEY/CO-COUNSEL M. BAUER RE: POST COURT CALL	0.60	945.00
08/07/25	MDS	REVIEW E. WORENKLEIN UPDATE TO CLIENT	0.30	472.50
08/07/25	MDS	CORRESP. TO ATTORNEY/CO-COUNSEL N. LABOVITZ RE: UPDATE	0.20	315.00
08/07/25	MDS	ATTEND COURT HEARING (VIRTUAL)	0.50	787.50
08/08/25	DED	CONFER WITH DP RE TRANSCRIPT OF 08.07.25 HEARING (0.1); REQUEST SAME FROM GRIBBEN TRANSCRIPTION (0.1); REVIEW AND RETRIEVE SAME AND CIRCULATE TO DP (0.1)	0.30	120.00
08/08/25	MDS	REVIEW RESPONSE TO B. THEISEN AND B. THEISEN EMAIL	0.60	945.00
08/08/25	MDS	REVIEW B. THEISEN/N. LABOVITZ EMAILS	0.40	630.00
08/14/25	DED	DRAFT NOTICE OF OMNIBUS HEARING DATES AND CIRCULATE SAME FOR REVIEW	0.30	120.00
08/15/25	ADM	REVIEW AND REVISE OMNIBUS HEARING NOTICE (0.2); CORRESPONDENCE TO E. WORENKLEIN RE: SAME (0.1)	0.30	195.00
08/19/25	ADM	CORRESPONDENCE WITH E. WORENKLEIN RE: OMNIBUS HEARING DATE (0.1); FINALIZE NOTICE (0.1); COORDINATE FILING AND SERVICE WITH D. DELEHANTY (0.1)	0.30	195.00
08/19/25	DED	REVIEW DOCKET AND UPDATE CALENDAR WITH CRITICAL DEADLINES, ADJOURNMENTS AND HEARING DATES AND CIRCULATE SAME TO TEAM (0.5); REVIEW, PREPARE, FILE AND SERVE NOTICE OF OMNIBUS HEARING DATES (0.3)	0.80	320.00
08/22/25	ADM	REVIEW MSL FOR FILING AND COORDINATE FILING WITH D. DELEHANTY	0.10	65.00

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<u>DATE</u>	<u>INITIALS</u>	<u>Description</u>	<u>HOURS</u>	<u>AMOUNT</u>
08/22/25	DED	REVIEW, PREPARE, FILE AND CIRCULATE COPY OF MSL TO KROLL	0.30	120.00

CORPORATE GOVERNANCE & BOARD MATTERS **5.50** **5,333.50**

<u>DATE</u>	<u>INITIALS</u>	<u>Description</u>	<u>HOURS</u>	<u>AMOUNT</u>
08/04/25	FRY	PARTICIPATE IN BOARD CALL	0.60	564.00
08/11/25	FRY	PARTICIPATE IN SPECIAL COMMITTEE UPDATE CALL	0.70	658.00
08/18/25	WAU	SPECIAL COMMITTEE MEETING	0.80	1,000.00
08/18/25	FRY	PARTICIPATE IN SPECIAL COMMITTEE CALL	1.30	1,222.00
08/21/25	FRY	PARTICIPATE IN BOARD MEETING	0.80	752.00
08/25/25	JRM	ASSIST WITH PRODUCTION OF MINUTES FOR SPECIAL COMMITTEE MEETINGS	1.30	1,137.50

DATA ANALYSIS **12.10** **5,711.50**

<u>DATE</u>	<u>INITIALS</u>	<u>Description</u>	<u>HOURS</u>	<u>AMOUNT</u>
08/05/25	JG	TRANSLATE DOCUMENTS	0.30	132.00
08/06/25	DNS	REVIEW AND ADVISE ON NUANCES FOR CUSTOM PRODUCTION	0.90	427.50
08/06/25	DNS	IDENTIFY, DOWNLOAD AND PREP TRANSLATED DOCUMENTS TO BE PRODUCED	1.10	522.50
08/06/25	DNS	UPLOAD AND MANUALLY LINK TRANSLATED DOCUMENTS VIA RELATIONAL FIELD	0.90	427.50
08/07/25	DNS	REVIEW AND REVISE CUSTOM PRODUCTION SEARCH STACK (0.4); QC PRODUCTION AND CREATE IMAGES (0.3)	0.70	332.50
08/07/25	DNS	WRITE UP AND DELIVER PRODUCTION CUSTOM SEARCH STACK EXCEPTIONS TO CASE TEAM	0.30	142.50
08/07/25	DNS	CREATE SEARCHES TO PULL BACK ORIGINAL AND LINKED TRANSLATED DOCUMENTS FOR INCLUSION IN PRODUCTION	0.40	190.00
08/07/25	DNS	CREATE SEARCH TO PULL BACK DOCUMENTS IN A SPECIFIC FOLDER FOR REVIEW AND POTENTIAL INCLUSION IN PRODUCTION	0.20	95.00
08/08/25	DNS	TEAMS CALL WITH P. PAL - ADVISE ON PRODUCTION DEADLINES AND SEARCH STACK	0.60	285.00
08/08/25	BEN	REVIEW NATIVES FOR HIDDEN DATA	0.30	132.00
08/11/25	DNS	TEAMS MEETING - CONSULT WITH K. KULP AND P. PAL ON CCA PRODUCTION	0.70	332.50
08/11/25	DNS	CREATE SEARCHES FOR DOCUMENTS DISCUSSED ON CALL	0.60	285.00
08/12/25	BEN	RUN SECOND LEVEL QC ON PRODUCTION CCA EXAMINER002	0.30	132.00
08/12/25	DNS	PREPARE AND RUN PRODUCTION	1.60	760.00

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<u>DATE</u>	<u>INITIALS</u>	<u>Description</u>	<u>HOURS</u>	<u>AMOUNT</u>
08/13/25	AMC	ANSWER PRODUCTION VOLUME QUESTIONS	0.10	53.50
08/13/25	DNS	PROCESS DATA AND PERFORM POST-PROCESSING QC AND SCRIPTS	0.60	285.00
08/26/25	DNS	PROCESS DOCUMENTS, UPDATE SCRIPTS AND INDEXES	0.60	285.00
08/27/25	DNS	PREPARE PRODUCTION AND ADVISE ON SEARCH STACK	0.50	237.50
08/28/25	CDS	QC PRODUCTION CCA_EXAMINER003	0.30	132.00
08/28/25	DNS	PREPARE FINAL PRODUCTION SPECS (0.8); RUN AND DELIVER PRODUCTION (0.3)	1.10	522.50
FEE APPLICATION PREPARATION			22.90	12,643.00

<u>DATE</u>	<u>INITIALS</u>	<u>Description</u>	<u>HOURS</u>	<u>AMOUNT</u>
08/06/25	DED	DRAFT NOTICE OF RATE INCREASE AND CIRCULATE SAME FOR REVIEW (0.5)	0.50	200.00
08/06/25	FRY	REVIEW AND COMMENT ON NOTICE OF RATE INCREASE	0.30	282.00
08/11/25	ADM	REVIEW BDO MFS RE: PRIVILEGE AND REDACTION (0.5); CALL WITH F. YUDKIN RE: SAME (0.1); CORRESPONDENCE TO CS AND BDO TEAMS RE: SAME (0.2); COORDINATE FILING AND SERVICE OF SAME (0.1)	0.90	585.00
08/11/25	DED	REVIEW, PREPARE FILE AND SERVE BDO JUNE MFS	0.30	120.00
08/11/25	DJH	REVIEW AND CORRESPOND REGARDING BDO MONTHLY FEE STATEMENT	0.40	340.00
08/11/25	FRY	REVIEW BDO FEE STATEMENT	0.30	282.00
08/13/25	ADM	REVIEW CNO RE: DEBEVOISE FEES (0.2); CORRESPONDENCE WITH DEBEVOISE RE: SAME (0.1); COORDINATE FILING AND SERVICE WITH D. DELEHANTY (0.1)	0.40	260.00
08/14/25	DED	UPDATE NOTICE OF RATE INCREASE RE FIRMWIDE AMOUNTS AND CIRCULATE TO TEAM FOR REVIEW	0.20	80.00
08/18/25	ADM	REVIEW AND REVISE NOTICE OF RATE INCREASE (0.3); CALL WITH ACCOUNTING RE: SAME (0.2)	0.50	325.00
08/18/25	ADM	REVISE NOTICE OF RATE INCREASE	0.10	65.00
08/18/25	ADM	REVIEW AND COMMENT ON BDO MFS	0.60	390.00
08/18/25	FRY	REVIEW AND COMMENT ON NOTICE OF RATE INCREASE	0.20	188.00
08/19/25	ADM	REVIEW BDO MFS (0.1); CALL WITH J. SCHWARZ RE: SAME (0.1); REVIEW REVISED DRAFT (0.2); COORDINATE FILING AND SERVICE WITH D. DELEHANTY (0.1)	0.50	325.00
08/19/25	DED	REVIEW, PREPARE, FILE AND SERVE BDO JULY 2025 MFS	0.40	160.00
08/19/25	DJH	REVIEW BDO INVOICE FOR REDACTION AND PRIVILEGE	0.30	255.00
08/19/25	FRY	REVIEW BDO FEE STATEMENT	0.20	188.00

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<u>DATE</u>	<u>INITIALS</u>	<u>Description</u>	<u>HOURS</u>	<u>AMOUNT</u>
08/20/25	ADM	REVIEW AND FINALIZE NOTICE OF RATE INCREASE FOR FILING (0.2); COORDINATE FILING AND SERVICE WITH D. DELEHANTY (0.1)	0.30	195.00
08/20/25	DED	REVIEW INVOICE FOR PRIVILEGE AND REDACTION	3.20	1,280.00
08/20/25	DED	REVIEW, PREPARE, FILE AND SERVE NOTICE OF RATE INCREASE FOR COLE SCHOTZ	0.40	160.00
08/21/25	DED	CONTINUE REVIEW OF INVOICE FOR PRIVILEGE AND REDACTION	2.80	1,120.00
08/22/25	DED	REVIEW INVOICE FOR PRIVILEGE AND REDACTION	1.10	440.00
08/24/25	ADM	REVIEW AND REVISE INVOICE RE: PRIVILEGE AND REDACTION	2.10	1,365.00
08/24/25	DJH	REVIEW MONTHLY FEE STATEMENT FOR REDACTION AND PRIVILEGE	0.50	425.00
08/25/25	DED	REVIEW INVOICE FOR PRIVILEGE AND REDACTION	0.70	280.00
08/27/25	ADM	REVIEW AND REVISE BDO CNOS (0.2); REVIEW AND REVISE CS CNO (0.2); COORDINATE FILING AND SERVICE WITH D. DELEHANTY (0.1)	0.50	325.00
08/27/25	DED	REVIEW DOCKET AND DRAFT CNO FOR COLE SCHOTZ AND BDO JUNE MFS AND CIRCULATE SAME FOR REVIEW (0.5); REVIEW, PREPARE, FILE AND SERVE SAME (0.5)	1.00	400.00
08/27/25	DED	DRAFT MONTHLY FEE STATEMENT AND CIRCULATE SAME TO A. MILLIARESSIS	0.50	200.00
08/28/25	ADM	REVISE INVOICE RE: PRIVILEGE AND REDACTION	0.40	260.00
08/28/25	ADM	REVISE INVOICE RE PRIVILEGE (0.2) CORRESPONDENCE TO F. YUDKIN RE: SAME (0.1)	0.30	195.00
08/28/25	FRY	FINAL REVIEW OF INVOICE FOR PRIVILEGE AND REDACTION	0.30	282.00
08/29/25	ADM	REVIEW DEBEVOISE MFS FOR FILING (0.2); COORDINATE FILING AND SERVICE WITH F. PISANO (0.1)	0.30	195.00
08/29/25	ADM	PREPARE MFS	0.70	455.00
08/29/25	ADM	FINALIZE MFS FOR FILING (0.4); COORDINATE FILING AND SERVICE WITH F. PISANO (0.1)	0.50	325.00
08/29/25	FP	PREPARE, FILE AND COORDINATE SERVICE OF COLE SCHOTZ JULY MFS	0.40	160.00
08/29/25	FP	PREPARE, FILE AND COORDINATE SERVICE OF DEBEVOISE JULY MFS	0.40	160.00
08/29/25	FRY	REVIEW AND COMMENT ON MONTHLY FEE STATEMENT	0.40	376.00

LITIGATION **104.40** **107,093.50**

<u>DATE</u>	<u>INITIALS</u>	<u>Description</u>	<u>HOURS</u>	<u>AMOUNT</u>
08/01/25	FRY	REVIEW REVISED REPLY RE EXAMINER BUDGET	0.30	282.00
08/01/25	KLK	CALL WITH P. PAL RE PRODUCTION OF DOCUMENTS	0.40	268.00

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<u>DATE</u>	<u>INITIALS</u>	<u>Description</u>	<u>HOURS</u>	<u>AMOUNT</u>
08/01/25	DED	CONFER WITH D. HARRIS RE UPCOMING FILING (0.1); REVIEW, PREPARE, FILE AND SERVE RESPONSE TO BMLP'S OBJECTION TO STIP AND CONSENT ORDER RE EXAMINER (0.4)	0.50	200.00
08/01/25	DJH	REVISE REPLY TO BMLP OBJECTION TO CONSENT ORDER (1.2); CORRESPOND WITH DEBEVOISE TEAM REGARDING SAME (.3); COORDINATE FILING AND SERVICE OF SAME (.3)	1.80	1,530.00
08/01/25	PP	PRIVILEGE REVIEW OF DOCUMENTS TO EXAMINER	1.40	910.00
08/01/25	MDS	REVIEW EXAMINER RESPONSE TO OBJECTION TO CONSENT ORDER	0.50	787.50
08/01/25	MDS	PREPARE ORAL ARGUMENT OUTLINE	0.90	1,417.50
08/01/25	SLK	MEETING WITH KULP RE: DOCUMENT PRODUCTION FOR EXAMINER	0.20	192.00
08/01/25	SLK	WORK ON DOCUMENT PRODUCTION FOR EXAMINER	1.40	1,344.00
08/01/25	WAU	REVIEW REVISED REPLY TO BMLP OBJECTION TO EXAMINER STIPULATION AND EMAILS RE: SAME	0.40	500.00
08/04/25	KLK	CALL WITH D. HARRIS RE INVESTIGATION	0.30	201.00
08/04/25	KLK	CALL WITH S. KLEPPER RE INVESTIGATION	0.10	67.00
08/04/25	DJH	REVIEW SUBMISSIONS REGARDING EXAMINER CONSENT ORDER	0.30	255.00
08/04/25	PP	PRIVILEGE REVIEW OF DOCUMENTS TO EXAMINER	3.80	2,470.00
08/04/25	MDS	PREPARE FOR ORAL ARGUMENT - STIPULATION AND CONSENT ORDER	1.80	2,835.00
08/04/25	MDS	CORRESP. TO ATTORNEY/CO-COUNSEL RE: ORAL ARGUMENT	0.50	787.50
08/04/25	SLK	VARIOUS CORRESPONDENCE WITH EXAMINER RE: DOCUMENT PRODUCTIONS	0.20	192.00
08/04/25	SLK	WORK ON DOCUMENT PRODUCTION TO EXAMINER	0.80	768.00
08/04/25	SLK	MEETING WITH KULP RE: DOCUMENTS FOR EXAMINER	0.20	192.00
08/05/25	KLK	CALL WITH P. PAL RE PRODUCTION TO EXAMINER	0.70	469.00
08/05/25	PP	PRIVILEGE REVIEW OF DOCUMENTS TO EXAMINER	1.00	650.00
08/05/25	PP	DISCUSSION WITH K. KULP RE PRIVILEGE REVIEW OF DOCUMENTS TO EXAMINER	0.70	455.00
08/05/25	DJH	PARTICIPATE ON CALL REGARDING UPCOMING EXAMINER CONSENT ORDER HEARING	0.50	425.00
08/05/25	SLK	CALL WITH ABRAMS RE: FINAL REPORT	0.20	192.00
08/05/25	SLK	WORK ON CHART OF POTENTIAL RECOVERIES OF ESTATE CLAIMS	0.60	576.00
08/06/25	KLK	CALL WITH P. PAL RE PRODUCTION OF DOCUMENTS TO EXAMINER	0.40	268.00

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<u>DATE</u>	<u>INITIALS</u>	<u>Description</u>	<u>HOURS</u>	<u>AMOUNT</u>
08/06/25	KLK	EMAIL WITH E-DISCOVERY RE PRODUCTION TO EXAMINER	0.10	67.00
08/06/25	JRM	WORK ON POTENTIAL DAMAGE ANALYSIS RE: ESTATE CLAIMS	1.60	1,400.00
08/06/25	DJH	REVIEW AND REVISE SUMMARY CHART OF POTENTIAL CLAIMS IDENTIFIED IN INVESTIGATION REPORT	0.80	680.00
08/06/25	DJH	REVIEW CORRESPONDENCE REGARDING EXAMINER CONSENT ORDER HEARING	0.50	425.00
08/06/25	PP	PRIVILEGE REVIEW OF DOCUMENTS TO EXAMINER	0.80	520.00
08/06/25	PP	DISCUSSION WITH K. KULP RE DOCUMENTS PRODUCTION TO EXAMINER	0.50	325.00
08/06/25	DED	REVIEW RECENTLY FILED PLEADINGS AND UPDATE CALENDAR WITH CRITICAL DEADLINES (0.2)	0.20	80.00
08/06/25	MDS	PREPARE ORAL ARGUMENT	2.00	3,150.00
08/06/25	MDS	CORRESP. TO ADVERSARY R. MALONE RE: RESPONSE TO PROPOSAL	0.20	315.00
08/06/25	MDS	REVIEW BMLP EMAIL AND RESPOND	0.80	1,260.00
08/06/25	MDS	TELEPHONE FROM CLIENT E. ABRAMS; DP RE: BMLP PROPOSAL	1.00	1,575.00
08/06/25	WAU	REVIEW SEVERAL EMAILS RE: EXAMINER STIPULATION	0.20	250.00
08/06/25	WAU	REVIEW PLEADINGS IN ADVANCE OF 8/7 HEARING	0.50	625.00
08/07/25	JRM	REVIEW DOCUMENTS THAT ARE TO BE PRODUCED TO INDEPENDENT EXAMINER FOR PRIVILEGE	2.40	2,100.00
08/07/25	KLK	EMAILS COORDINATING DOCUMENTS PRODUCTION	0.30	201.00
08/07/25	DNS	DISCUSS WORKFLOW AND SEARCHES WITH P. PAL FOR EXAMINER PRODUCTION	0.30	142.50
08/07/25	DJH	REVIEW CORRESPONDENCE REGARDING INSURANCE COVERAGE	0.30	255.00
08/07/25	DJH	PARTICIPATE ON HEARING REGARDING EXAMINER CONSENT ORDER	0.50	425.00
08/07/25	PP	REVIEW OF DOCUMENTS FOR PRODUCTION TO EXAMINER	1.50	975.00
08/07/25	MDS	TELEPHONE FROM ATTORNEY/CO-COUNSEL M. BAUER RE: CALL WITH R. MALONE	0.20	315.00
08/07/25	MDS	PREPARE ORAL ARGUMENT AND INTERNAL CALLS	1.80	2,835.00
08/07/25	MDS	TELEPHONE FROM ATTORNEY/CO-COUNSEL M. BAUER RE: STIPULATION	0.30	472.50
08/07/25	SLK	WORK ON INSURANCE ISSUES (0.2); VARIOUS CORRESPONDENCE RE: SAME (0.1)	0.30	288.00
08/08/25	PP	REVIEW OF DOCUMENTS FOR PRODUCTION TO EXAMINER	2.70	1,755.00
08/08/25	PP	DISCUSSION WITH K. KULP RE DOCUMENTS PRODUCTION TO EXAMINER	0.40	260.00

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<u>DATE</u>	<u>INITIALS</u>	<u>Description</u>	<u>HOURS</u>	<u>AMOUNT</u>
08/08/25	PP	DISCUSSION WITH D. SULLIVAN RE DOCUMENTS PRODUCTION TO EXAMINER	0.50	325.00
08/08/25	KLK	CALL WITH P. PAL RE DOCUMENT PRODUCTION	0.40	268.00
08/08/25	KLK	REVISE SUMMARY OF POTENTIAL CLAIMS AND SEND TO E. ABRAMS	0.40	268.00
08/08/25	DJH	CORRESPOND REGARDING INVESTIGATION REPORT	0.50	425.00
08/08/25	WAW	REVIEW EMAILS RE: PLAN DISCUSSIONS	0.20	250.00
08/08/25	SLK	WORK ON DOCUMENT PRODUCTION TO EXAMINER	0.70	672.00
08/08/25	SLK	VARIOUS CORRESPONDENCE WITH ABRAMS RE: POTENTIAL DAMAGES (0.3); WORK ON RECOVERY CHART (0.5)	0.80	768.00
08/11/25	KLK	CALL WITH D. HARRIS RE INVESTIGATION	0.30	201.00
08/11/25	KLK	CALL WITH P. PAL, A. COOK, AND D. SULLIVAN RE DOCUMENT PRODUCTION TO EXAMINER	0.50	335.00
08/11/25	PP	DISCUSSION WITH K. KULP RE DOCUMENTS PRODUCTION TO EXAMINER	0.20	130.00
08/11/25	PP	REVIEW OF DOCUMENTS FOR PRODUCTION TO EXAMINER	2.50	1,625.00
08/11/25	PP	DISCUSSION WITH D. SULLIVAN, A. COOK, AND K. KULP RE DOCUMENTS PRODUCTION TO EXAMINER	0.20	130.00
08/11/25	KLK	CALL WITH P. PAL RE DOCUMENT PRODUCTION	0.20	134.00
08/11/25	JRM	WORK ON DOCUMENT PRODUCTION TO EXAMINER	2.90	2,537.50
08/11/25	DJH	CALL WITH K. KULP REGARDING INVESTIGATION REPORT (.2); CORRESPOND REGARDING SAME (.2); REVIEW INVESTIGATION REPORT IN RESPONSE TO RECENT COMMUNICATIONS (.3)	0.70	595.00
08/11/25	SLK	VARIOUS CORRESPONDENCE RE: BMLP REQUEST FOR DEMAND	0.40	384.00
08/12/25	KLK	CALL WITH D. HARRIS RE INVESTIGATION	0.20	134.00
08/12/25	FRY	CALL WITH CS TEAM RE INVESTIGATION REPORT	0.50	470.00
08/12/25	FRY	CALL WITH E. ABRAMS AND CS TEAM RE RESPONSE TO BMLP EMAIL RE DEMAND ON CSCEC	0.30	282.00
08/12/25	KLK	ATTEND CALL WITH M. SIROTA, W. USATINE, F. YUDKIN, S. KLEPPER, AND D. HARRIS RE INVESTIGATION	0.50	335.00
08/12/25	PP	FINALIZE AND SEND DOCUMENTS TO EXAMINER	0.60	390.00
08/12/25	DJH	CORRESPOND REGARDING INVESTIGATION REPORT	0.40	340.00
08/12/25	DJH	CALL WITH WORKING GROUP REGARDING INVESTIGATION REPORT	0.60	510.00
08/12/25	WAW	REVIEW CLAIMS SUMMARY CHART	0.30	375.00
08/12/25	MDS	CONFERENCE WITH ATTORNEY/CO-COUNSEL F. YUDKIN RE: BMLP ISSUES	0.50	787.50
08/12/25	MDS	REVIEW INVESTIGATION REPORT CLAIM ANALYSIS	0.80	1,260.00

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<u>DATE</u>	<u>INITIALS</u>	<u>Description</u>	<u>HOURS</u>	<u>AMOUNT</u>
08/12/25	MDS	TELEPHONE FROM ATTORNEY/CO-COUNSEL RE: CLAIMS ANALYSIS - RESPONSE TO BMLP	0.50	787.50
08/12/25	SLK	VARIOUS CORRESPONDENCE WITH BDO RE: POTENTIAL RECOVERY CHART	0.20	192.00
08/12/25	SLK	VARIOUS CORRESPONDENCE WITH DEBEVOISE, E. ABRAMS RE: BMLP DEMAND	0.20	192.00
08/12/25	SLK	MEETING WITH M. SIROTA, W. USATINE, F. YUDKIN RE: RESPONSE TO BMLP DEMAND	0.50	480.00
08/12/25	SLK	CALL WITH E. ABRAMS, M. SIROTA, W. USATINE, F. YUDKIN RE: RESPONSE TO BMLP	0.40	384.00
08/12/25	SLK	WORK ON DOCUMENT PRODUCTION TO EXAMINER	0.30	288.00
08/12/25	SLK	WORK ON INSURANCE ISSUES	0.20	192.00
08/12/25	SLK	CALL FROM E. ABRAMS RE: RESPONSE TO BMLP DEMAND	0.30	288.00
08/12/25	SLK	WORK ON PROPOSED RESPONSE TO BMLP DEMAND	0.60	576.00
08/12/25	SLK	REVIEW CLAIM CHART (0.3); VARIOUS CORRESPONDENCE WITH ABRAMS RE: SAME (0.1)	0.40	384.00
08/13/25	KLK	CALL WITH D. HARRIS RE INVESTIGATION	0.20	134.00
08/13/25	KLK	CALL WITH P. PAL RE DOCUMENT PRODUCTION	0.40	268.00
08/13/25	FRY	CALL WITH E. ABRAMS AND CO-COUNSEL RE BMLP DEMAND RE LITIGATIONS	0.50	470.00
08/13/25	DJH	DRAFT AND REVISE CORRESPONDENCE REGARDING INVESTIGATION REPORT	1.30	1,105.00
08/13/25	PP	FOLLOW UP CORRESPONDENCE WITH EXAMINER AND INTERNALLY RE PRODUCED DOCUMENTS	0.70	455.00
08/13/25	DJH	REVIEW CORRESPONDENCE REGARDING INVESTIGATION REPORT	0.30	255.00
08/13/25	DJH	CORRESPOND WITH COUNSEL TO EXAMINER REGARDING UPCOMING DEADLINES	0.20	170.00
08/13/25	MDS	REVIEW RESPONSE TO BMLP/CSCEC	0.90	1,417.50
08/13/25	MDS	MEETING WITH CO-COUNSEL - CCSEC	0.70	1,102.50
08/13/25	MDS	CORRESP. TO ATTORNEY/CO-COUNSEL RE: MEETINGS ON REPORT	0.30	472.50
08/13/25	MDS	PREPARE FOR MEETING WITH CO-COUNSEL	0.60	945.00
08/13/25	SLK	REVIEW REPORT FOR RESPONSES TO GIBBONS	0.60	576.00
08/13/25	SLK	WORK ON RESPONSE TO GIBBONS ASSERTIONS REGARDING REPORT	0.70	672.00
08/13/25	SLK	CORRESPONDENCE FROM N. LABOVITZ RE: CLAIMS CONCLUSION CHART (0.1); REVIEW AND ANALYSIS OF SAME (0.3)	0.40	384.00
08/13/25	SLK	REVIEW VARIOUS CORRESPONDENCE WITH GIBBONS RE: ASSERTION OF CLAIMS	0.30	288.00

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<u>DATE</u>	<u>INITIALS</u>	<u>Description</u>	<u>HOURS</u>	<u>AMOUNT</u>
08/13/25	SLK	CORRESPONDENCE FROM E. WORENKLEIN RE: REPORT REQUEST FROM YCST	0.20	192.00
08/13/25	SLK	CALL WITH DEBEVOISE, E. ABRAMS RE: RESPONSE TO BMLP DEMAND	0.60	576.00
08/14/25	FRY	REVIEW EMAIL RE RESPONSE TO BMLP	0.20	188.00
08/14/25	MDS	REVIEW YCST REQUEST FOR REPORT	0.40	630.00
08/14/25	SLK	VARIOUS CORRESPONDENCE WITH E. WORENKLEIN, E. ABRAMS RE: REPORT	0.30	288.00
08/14/25	SLK	WORK ON RESPONSE TO BMLP LETTER RE: REPORT CLAIMS ANALYSIS (0.4); CORRESPONDENCE TO E. ABRAMS RE: SAME (0.2)	0.60	576.00
08/15/25	JRM	REVIEW MOTION OF BMLP TO CONFIRM CLAIMS AGAINST CSCEC	1.80	1,575.00
08/15/25	DJH	CORRESPOND REGARDING INVESTIGATION REPORT	0.70	595.00
08/15/25	DJH	CORRESPOND WITH COUNSEL TO NON-DEBTOR SUBSIDIARIES REGARDING INVESTIGATION REPORT	0.50	425.00
08/15/25	MDS	REVIEW EMAILS RE: BMLP REQUEST	0.30	472.50
08/15/25	SLK	VARIOUS CORRESPONDENCE WITH N. LABOVITZ RE: REPORT PRODUCTION	0.30	288.00
08/15/25	SLK	CALL FROM M. BAUER RE: RESPONSE TO GIBBONS (0.2); WORK ON RESPONSE (0.4); VARIOUS CORRESPONDENCE WITH GIBBONS, E. ABRAMS RE: SAME (0.2)	0.80	768.00
08/18/25	KLK	CALL WITH D. HARRIS RE INVESTIGATION	0.30	201.00
08/18/25	KLK	REVIEW MOTION FOR DERIVATIVE STANDING TO PURSUE CLAIMS	1.20	804.00
08/18/25	DJH	CALL WITH K. KULP REGARDING INVESTIGATION REPORT	0.30	255.00
08/19/25	MDS	ATTEND OMNIBUS HEARING (VIRTUAL)	0.50	787.50
08/20/25	MDS	TELEPHONE FROM ATTORNEYS AT DEBEVOISE & PLIMPTON; E. ABRAMS - POST BMLP CALL	0.80	1,260.00
08/20/25	MDS	CONFERENCE WITH ATTORNEY/CO-COUNSEL POST BMLP CALL	0.70	1,102.50
08/20/25	MDS	TELEPHONE FROM ADVERSARY M. BAUER RE: UPDATE POST CSCEC CALL	0.80	1,260.00
08/20/25	MDS	TELEPHONE FROM ADVERSARY BMLP RE: POTENTIAL SETTLEMENT	1.00	1,575.00
08/20/25	MDS	CONFERENCE WITH CLIENT E. ABRAMS RE: PRE-CSCEC CALL	0.70	1,102.50
08/20/25	MDS	TELEPHONE FROM CLIENT E. ABRAMS RE: PRE-CSCEC CALL	0.80	1,260.00
08/20/25	MDS	CONFERENCE WITH ATTORNEY/CO-COUNSEL W. USATINE RE: POST CLIENT CALL	0.30	472.50
08/20/25	MDS	TELEPHONE FROM M. SHEA, A. BEHLMANN (CSCEC)	0.90	1,417.50

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<u>DATE</u>	<u>INITIALS</u>	<u>Description</u>	<u>HOURS</u>	<u>AMOUNT</u>
08/20/25	MDS	TELEPHONE FROM CLIENT E. ABRAMS RE: POST CSCEC CALL	0.50	787.50
08/20/25	MDS	CALL WITH M. BAUER RE: POST CSCEC CALL	0.60	945.00
08/20/25	WAU	ATTEND CALL WITH BMLP RE PLAN ISSUES	1.00	1,250.00
08/20/25	SLK	MEETING WITH W. USATINE RE: POTENTIAL RECOVERIES	0.20	192.00
08/20/25	SLK	WORK ON CHART OF RECOVERIES	0.40	384.00
08/21/25	WAU	REVIEW INVESTIGATION MEMORANDUM AND CHART RE CLAIMS AND VALUATIONS	0.60	750.00
08/25/25	PP	INTERNAL CORR. RE PRODUCTION OF MEETING MINUTES	0.30	195.00
08/25/25	SLK	VARIOUS CORRESPONDENCE WITH EXAMINER RE: MEETING MINUTES (0.2); WORK ON PRODUCTION OF SAME (0.5)	0.70	672.00
08/26/25	PP	REVIEW OF MEETING MINUTES FOR PRODUCTION TO EXAMINER AND INTERNAL CORR. RE SAME	1.90	1,235.00
08/26/25	SLK	VARIOUS CORRESPONDENCE WITH E. ABRAMS RE: WEEKLY CALLS	0.20	192.00
08/26/25	SLK	WORK ON PRODUCTION OF DOCUMENTS TO EXAMINER	0.70	672.00
08/27/25	PP	REVIEW OF MEETING MINUTES FOR PRODUCTION TO EXAMINER AND INTERNAL CORR. RE SAME	1.10	715.00
08/27/25	MDS	REVIEW BMLP DEMAND/COMMENTS	0.40	630.00
08/27/25	WAU	REVIEW CORRESPONDENCE RE: MEET AND CONFER REQUEST/PROTECTIVE ORDER FROM BMLP AND EMAILS RE: SAME	0.30	375.00
08/28/25	PP	SEND MEETING MINUTES PRODUCTION TO EXAMINER	0.30	195.00
08/28/25	FRY	CALL WITH CO-COUNSEL AND E. ABRAMS RE REDACTION OF INVESTIGATION REPORT	0.80	752.00
08/28/25	FRY	REVIEW PROPOSED REDACTIONS TO REPORT	0.40	376.00
08/28/25	WAU	CONFERENCE CALL WITH CLIENT AND CO-COUNSEL RE: INVESTIGATION REPORT SEALING ISSUES	0.80	1,000.00
08/28/25	WAU	REVIEW EMAILS RE: MEET AND CONFER WITH BMLP RE: REDACTIONS TO INVESTIGATION REPORT	0.20	250.00
08/28/25	WAU	REVIEW PROPOSED REDACTIONS AND COMPARISON DOCUMENT RE: INVESTIGATION REPORT	0.30	375.00
08/28/25	MDS	REVIEW REPORT EXCERPTS REGARDING REDACTIONS	0.40	630.00
08/28/25	MDS	REVIEW EMAILS AND CALL WITH TEAM	0.60	945.00
08/28/25	MDS	CONFERENCE WITH ATTORNEY/CO-COUNSEL RE: BMLP MEETING AND REDACTIONS	0.70	1,102.50
08/28/25	SLK	WORK ON REVIEW OF DOCUMENTS FOR EXAMINER	0.50	480.00
08/28/25	SLK	MULTIPLE CORRESPONDENCE WITH DEBEVOISE, E. ABRAMS, MORRIS RE: PREPARE FOR MEET AND CONFER WITH BMLP	0.30	288.00

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<u>DATE</u>	<u>INITIALS</u>	<u>Description</u>	<u>HOURS</u>	<u>AMOUNT</u>
08/28/25	SLK	CORRESPONDENCE FROM GIBBONS RE: UNSEALING REPORT	0.20	192.00
08/28/25	SLK	VARIOUS CORRESPONDENCE WITH EXAMINER RE: MINUTES	0.30	288.00
08/28/25	SLK	REVIEW AND ANALYSIS OF PROPOSED REDACTIONS TO INVESTIGATION REPORT	0.90	864.00
08/28/25	SLK	ATTEND STRATEGY CALL WITH E. ABRAMS, DEBEVOISE RE: BMLP PROPOSED REDACTIONS TO REPORT	0.90	864.00
08/28/25	SLK	VARIOUS CORRESPONDENCE WITH DEBEVOISE, GIBBONS, LOWENSTEIN RE: REDACTIONS TO REPORT	0.50	480.00
08/29/25	WAU	REVIEW SEVERAL EMAILS RE: MEET AND CONFER WITH CREDITOR RE: INVESTIGATION REPORT	0.20	250.00
08/29/25	MDS	CORRESP. TO BDO AND CONFERENCE WITH TEAM RE: BMLP	0.80	1,260.00
08/29/25	MDS	CORRESP. FROM ADVERSARY E. WINSTON RE: PAYMENT INQUIRY	0.20	315.00
08/29/25	SLK	VARIOUS CORRESPONDENCE WITH DEBEVOISE, B. THEISEN RE: SETTLEMENT ISSUES, REDACTIONS TO REPORT	0.40	384.00
08/29/25	SLK	VARIOUS CORRESPONDENCE WITH WINSTON, BDO RE: UNSECURED CLAIMS	0.30	288.00
08/29/25	SLK	REVIEW PROPOSED REDACTIONS TO REPORT	0.70	672.00
08/30/25	SLK	MULTIPLE CORRESPONDENCE WITH DEBEVOISE RE: PROOFS OF CLAIMS, RECONCILIATION OF CLAIMS	0.60	576.00
08/31/25	MDS	CALL FROM BDO RE: BMLP INQUIRY	0.40	630.00
08/31/25	MDS	REVIEW N. LABOVITZ RESPONSE TO BMLP	0.30	472.50
08/31/25	MDS	CORRESP. TO ADVERSARY E. WINSTON RE: PAYMENT INQUIRY	0.30	472.50
08/31/25	SLK	MULTIPLE CORRESPONDENCE WITH BDO, RE: PAYMENT OF CLAIMS	0.30	288.00

PLAN OF REORGANIZATION

14.90 16,345.00

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08/04/25	FRY	REVIEW EMAIL FROM BMLP RE PLAN	0.20	188.00
08/04/25	WAU	REVIEW EMAILS RE: PLAN TERM SHEET AND PROCESS	0.10	125.00
08/08/25	FRY	REVIEW EMAIL FROM BMLP (.1); EMAIL FROM CO-COUNSEL RE SAME (.1)	0.20	188.00
08/11/25	FRY	EMAILS TO/FROM CO-COUNSEL RE PLAN	0.30	282.00
08/11/25	WAU	REVIEW AND RESPOND TO EMAILS RE: PLAN DISCUSSIONS AND CALL WITH ATTORNEY/CO-COUNSEL F. YUDKIN RE: SAME	0.30	375.00

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<u>DATE</u>	<u>INITIALS</u>	<u>Description</u>	<u>HOURS</u>	<u>AMOUNT</u>
08/11/25	MDS	CORRESP. TO ATTORNEY/CO-COUNSEL RE: DATES FOR PLAN DISCUSSION	0.20	315.00
08/12/25	WAU	CALL WITH CS TEAM RE: PLAN/INVESTIGATION ISSUES	0.50	625.00
08/12/25	WAU	REVIEW SEVERAL EMAILS RE: PLAN PROCESS	0.30	375.00
08/14/25	WAU	REVIEW EMAILS RE INVESTIGATION AND PLAN PROCESS	0.20	250.00
08/15/25	WAU	REVIEW BMLP STANDING MOTION	0.60	750.00
08/15/25	WAU	REVIEW SEVERAL EMAILS RE PLAN PROCESS	0.20	250.00
08/18/25	ADM	RESEARCH RE: EXCLUSIVITY EXTENSION (1.2); CORRESPONDENCE TO CO-COUNSEL RE: SAME (0.1)	1.30	845.00
08/18/25	WAU	REVIEW DRAFT MOTION TO EXTEND EXCLUSIVITY AND EMAILS RE: SAME	0.70	875.00
08/18/25	MDS	TELEPHONE FROM CLIENT E. ABRAMS AND CO-COUNSEL (0.6); REVIEW TERM SHEET (0.8)	1.40	2,205.00
08/19/25	ADM	REVIEW AND REVISE NOTICE OF EXCLUSIVITY MOTION (0.2); CORRESPONDENCE WITH CO-COUNSEL RE: SAME AND RE: FILING (0.2); REVIEW FINAL MOTION FOR FILING (0.3); COORDINATE FILING AND SERVICE WITH D. DELEHANTY (0.1)	0.80	520.00
08/19/25	FRY	REVIEW MOTION TO EXTEND EXCLUSIVITY	0.40	376.00
08/19/25	FRY	REVIEW COMMENTS TO MOTION TO EXTEND EXCLUSIVITY	0.30	282.00
08/19/25	FRY	CALL WITH COUNSEL FOR CSEC RE PLAN NEGOTIATIONS	0.30	282.00
08/19/25	FRY	REVIEW FINAL EXCLUSIVITY MOTION FOR FILING	0.30	282.00
08/19/25	DJH	REVIEW AND REVISE DRAFT MOTION TO EXTEND EXCLUSIVE PERIODS	1.00	850.00
08/19/25	DED	DRAFT NOTICE OF HEARING RE 2ND EXCLUSIVITY EXTENSION MOTION AND CIRCULATE SAME FOR REVIEW (0.2); REVIEW, PREPARE, FILE AND SERVE 2ND EXCLUSIVITY EXTENSION MOTION (0.4)	0.60	240.00
08/19/25	WAU	REVIEW REVISED DRAFT OF EXCLUSIVITY EXTENSION MOTION	0.60	750.00
08/19/25	WAU	CONFERENCE CALL WITH CSCEC HOLDING TEAM RE: PLAN ISSUES	0.40	500.00
08/19/25	MDS	TELEPHONE FROM E. ABRAMS RE: PLAN TERM SHEET	0.50	787.50
08/19/25	MDS	REVIEW EXCLUSIVITY MOTION	0.40	630.00
08/20/25	FRY	FOLLOW UP CALL WITH CO-COUNSEL AND E. ABRAMS RE POTENTIAL RESOLUTIONS OF CASE WITH CSEC AND BMLP	0.50	470.00
08/20/25	FRY	CALL WITH BMLP RE PLAN STRUCTURE AND SETTLEMENT	1.00	940.00
08/20/25	WAU	CONFERENCE CALL WITH SPECIAL COMMITTEE AND DEBTOR'S COUNSEL RE PLAN ISSUES	0.50	625.00
08/29/25	MDS	REVIEW CSCEC RESPONSE TO PLAN PROCESS	0.50	787.50
08/30/25	WAU	REVIEW CORRESPONDENCE RE: PLAN ISSUES AND INFORMATION REQUESTS FROM LOWENSTEIN	0.30	375.00

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RELIEF FROM STAY			9.00	11,428.50
<u>DATE</u>	<u>INITIALS</u>	<u>Description</u>	<u>HOURS</u>	<u>AMOUNT</u>
08/15/25	DJH	REVIEW BMLP MOTION FOR STANDING AND RELATED RELIEF	0.80	680.00
08/15/25	MDS	REVIEW STANDING MOTION AND EXHIBITS	3.00	4,725.00
08/15/25	MDS	CONFERENCE WITH ATTORNEY RE: STANDING MOTION, EXHIBITS AND STRATEGY	1.70	2,677.50
08/15/25	SLK	REVIEW AND ANALYSIS OF STANDING MOTION	1.20	1,152.00
08/15/25	FRY	REVIEW BMLP MOTION FOR RELIEF FROM STAY AND STANDING	0.70	658.00
08/18/25	SLK	PREPARE FOR CALL WITH E. ABRAMS, DEBEVOISE, BDO RE: BMLP MOTION FOR STANDING	0.30	288.00
08/18/25	SLK	ATTEND CALL WITH E. ABRAMS, DEBEVOISE, BMLP RE: BMLP STANDING MOTION	1.30	1,248.00
REPORTING			3.60	2,476.00
<u>DATE</u>	<u>INITIALS</u>	<u>Description</u>	<u>HOURS</u>	<u>AMOUNT</u>
08/04/25	DJH	REVIEW CORRESPONDENCE REGARDING SUBSIDIARY REPORTING	0.40	340.00
08/05/25	FRY	REVIEW 2015 STATEMENT FOR FILING	0.30	282.00
08/05/25	DJH	CORRESPOND REGARDING 2015 REPORT (.4); CALL WITH CO-COUNSEL REGARDING SAME (.2)	0.60	510.00
08/05/25	DED	CONFER WITH D. HARRIS RE UPCOMING FILING (0.1); REVIEW, PREPARE, FILE AND SERVE FORM 426 PERIODIC REPORT (0.4)	0.50	200.00
08/21/25	ADM	REVIEW MOR FOR FILING (0.2); COORDINATE FILING AND SERVICE WITH D. DELEHANTY (0.2)	0.40	260.00
08/21/25	FRY	REVIEW MONTHLY OPERATING REPORT	0.40	376.00
08/21/25	FRY	EMAILS WITH CO-COUNSEL AND BDO RE FILING OF MONTHLY OPERATING REPORTS	0.20	188.00
08/21/25	DED	REVIEW BANK STATEMENTS AND REDACT SAME (0.4); REVIEW, PREPARE, FILE AND SERVE MOR (0.4)	0.80	320.00
TOTAL HOURS			178.30	

PROFESSIONAL SERVICES: \$167,428.50

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TIMEKEEPER SUMMARY

<u>NAME</u>	<u>TIMEKEEPER TITLE</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
Amanda M. Cook	eDiscovery Manager	0.10	535.00	53.50
Andreas D. Milliaressis	Associate	11.30	650.00	7,345.00
Bryan E. Navas	eDiscovery Manager	0.60	440.00	264.00
Christopher D. Sindo	eDiscovery Manager	0.30	440.00	132.00
Daniel J. Harris	Member	14.20	850.00	12,070.00
Daniel N. Sullivan	eDiscovery Manager	11.10	475.00	5,272.50
Danielle E. Delehanty	Paralegal	15.40	400.00	6,160.00
Felice R. Yudkin	Member	13.40	940.00	12,596.00
Frances Pisano	Paralegal	0.80	400.00	320.00
Jason R. Melzer	Member	10.00	875.00	8,750.00
Jaya Gajjavelli	eDiscovery Analyst	0.30	440.00	132.00
Krista L. Kulp	Special Counsel	6.90	670.00	4,623.00
Michael D. Sirota	Member	37.50	1,575.00	59,062.50
Pekham Pal	Associate	21.10	650.00	13,715.00
Steven L. Klepper	Member	24.80	960.00	23,808.00
Warren A. Usatine	Member	10.50	1,250.00	13,125.00
Total		178.30		\$167,428.50

COST DETAIL

<u>DATE</u>	<u>Description</u>	<u>QUANTITY</u>	<u>AMOUNT</u>
04/23/25	FILING FEES	1.00	199.00
07/01/25	COURT FEES	2.00	0.20
07/01/25	COURT FEES	2.00	0.20
07/14/25	COURT FEES	30.00	3.00
07/14/25	COURT FEES	3.00	0.30
07/15/25	COURT FEES	2.00	0.20
07/29/25	COURT FEES	2.00	0.20
08/01/25	COURT FEES	7.00	0.70
08/03/25	ONLINE RESEARCH	1.00	39.35
08/05/25	COURT FEES	14.00	1.40
08/05/25	COURT FEES	6.00	0.60
08/06/25	COURT FEES	3.00	0.30
08/11/25	TRANSCRIPT	1.00	21.75
08/11/25	COURT FEES	22.00	2.20
08/13/25	COURT FEES	2.00	0.20

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<u>DATE</u>	<u>Description</u>	<u>QUANTITY</u>	<u>AMOUNT</u>
08/13/25	COURT FEES	10.00	1.00
08/19/25	COURT FEES	11.00	1.10
08/19/25	COURT FEES	1.00	0.10
08/19/25	COURT FEES	28.00	2.80
08/19/25	COURT FEES	24.00	2.40
08/19/25	COURT FEES	3.00	0.30
08/19/25	COURT FEES	2.00	0.20
08/20/25	COURT FEES	3.00	0.30
08/22/25	COURT FEES	30.00	3.00
08/22/25	PHOTOCOPY /PRINTING/ SCANNING	10.00	2.00
08/22/25	COURT FEES	3.00	0.30
08/27/25	COURT FEES	1.00	0.10
08/27/25	COURT FEES	30.00	3.00
08/27/25	COURT FEES	2.00	0.20
08/27/25	COURT FEES	3.00	0.30
08/27/25	COURT FEES	30.00	3.00
08/27/25	COURT FEES	13.00	1.30
Total			\$291.00

COST SUMMARY

<u>Description</u>	<u>AMOUNT</u>
COURT FEES	28.90
FILING FEES	199.00
TRANSCRIPT	21.75
PHOTOCOPYING / PRINTING / SCANNING	2.00
ONLINE RESEARCH	39.35
TOTAL COSTS	\$291.00

TOTAL SERVICES AND COSTS: \$ 167,719.50