

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

ATTORNEY MONTHLY FEE STATEMENT COVER SHEET
FOR THE PERIOD SEPTEMBER 1, 2025 THROUGH SEPTEMBER 30, 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>10/29/2025</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.



24225482510290000000000001

SECTION I FEE SUMMARY
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Summary of Amounts Requested for the Period

September 1, 2025 through September 30, 2025 (the “**Compensation Period**”)

Fee Total	\$204,117.50
Disbursement Total	\$6,195.50 ²
Total Fees Plus Disbursements	\$210,313.00

Summary of Amounts Requested for Previous Periods

Total Previous Fees and Expenses Requested:	\$3,645,074.35
Total Fees and Expenses Allowed to Date:	\$1,272,626.00
Total Retainer Remaining:	\$673,573.50
Total Holdback:	\$472,088.30
Total Received by Applicant:	\$3,172,986.05

² Due to an error in billing, the monthly invoices for June-August 2025 did not include the related costs for data hosting. Those amounts are reflected on the September 2025 invoice.

Name of Professional and Title	Year Admitted	Hours	Rate	Fee
Michael D. Sirota Member	1986	57.80	\$1,800.00	\$104,040.00
Warren A. Usatine Member	1995	23.30	\$1,375.00	\$32,037.50
Felice R. Yudkin Member	2005	16.70	\$1,150.00	\$19,205.00
Ryan T. Jareck Member	2008	1.20	\$1,050.00	\$1,260.00
Steven Klepper Member	1993	16.30	\$1,035.00	\$16,870.50
Jason R. Melzer Member	2001	4.90	\$960.00	\$4,704.00
Daniel J. Harris Member	2008	10.60	\$950.00	\$10,070.00
Krista L. Kulp Special Counsel	2013	2.20	\$755.00	\$1,661.00
Andreas D. Milliaressis Associate	2016	7.90	\$735.00	\$5,806.50
Pekham Pal Associate	2017	2.60	\$735.00	\$1,911.00
Danielle E. Delehanty Paralegal	N/A	15.60	\$420.00	\$6,552.00
TOTALS	n/a	159.10	n/a	\$204,117.50

**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	4.90	\$4,715.00
Claims Administration and Objections	0.00	\$0.00
Corporate Governance and Board Matters	1.80	\$2,070.00
Data Analysis	0.00	\$0.00
Employee Benefits/Pensions	0.00	\$0.00
Fee Application Preparation	16.90	\$9,041.00
Fee Employment	0.60	\$760.50
Fee Objections	0.00	\$0.00
Financing	0.00	\$0.00
Litigation	128.20	\$180,097.50
Meetings of Creditors	0.00	\$0.00
Disclosure Statement	0.00	\$0.00
Plan of Reorganization	4.80	\$6,060.00
Real Estate	0.00	\$0.00
Regulatory Compliance	0.00	\$0.00
Relief from Stay	0.00	\$0.00
Reporting	1.90	\$1,373.50
Tax Issues	0.00	\$0.00
Valuation	0.00	\$0.00
Non-Working Travel	0.00	\$0.00
SERVICES TOTALS	159.10	\$204,117.50

**SECTION III
SUMMARY OF DISBURSEMENTS**

Disbursements	Amount
Computer Assisted Legal Research	\$0.00
Facsimile	\$0.00
Long Distance Telephone/Conference Calls	\$0.00
In-House Reproduction	\$193.20
Outside Reproduction	\$0.00
Outside Research	\$0.00
Filing Fees	\$0.00
Court Fees	\$27.30
Court Reporting/Transcripts	\$0.00
Travel	\$0.00
Delivery Services / Federal Express	\$0.00
Postage	\$0.00
Other (Data Host)	\$5,975.00
DISBURSEMENTS TOTAL	\$6,195.50

**SECTION IV
CASE HISTORY**

- (1) Date case filed: December 22, 2024
- (2) Chapter under which case commenced: Chapter 11
- (3) Date of retention: February 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 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.
 - (b) The Applicant advised co-counsel and the Debtors regarding developing a Chapter 11 plan and related strategy.
 - (c) The Applicant prepared and filed monthly fee statements on behalf of itself and other professionals.
 - (d) The Applicant provided legal advice to the Debtor and co-counsel regarding local rules, practice, and procedure.
 - (e) 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.
 - (f) The Applicant rendered all other services set forth on the invoices attached hereto as **Exhibit B**.⁴
- (5) Anticipated distribution to creditors:
 - (a) Administration expense: Unknown at this time.
 - (b) Secured creditors: Unknown at this time.
 - (c) Priority creditors: Unknown at this time.

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.

- (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 ninth 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.

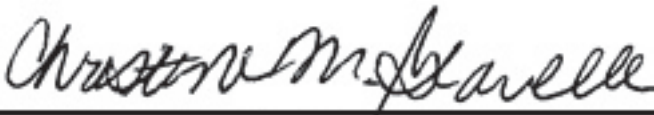


Order Filed on February 5, 2025
by Clerk
U.S. Bankruptcy Court
District of New Jersey

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)

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

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

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

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

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

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

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

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

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

EXHIBIT 1

Engagement Letter



Michael D. Sirota
Member
Admitted in NJ and NY

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

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

—
New York
—
Delaware
—
Maryland
—
Texas
—
Florida

October 14, 2024

**ATTORNEY-CLIENT PRIVILEGED
PERSONAL AND CONFIDENTIAL**

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

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

Re: Engagement Agreement

Dear Mr. McMahon:

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

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

coleschotz.com

COLF SCHOTZ P.C.

James McMahon, Esq.
October 14, 2024
Page 2

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

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

Retainer

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

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

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

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

COLE SCHOTZ P.C.

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

Very truly yours,

/s/ Michael D. Sirota

Michael D. Sirota

MDS:cdc

Attachment

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

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

CCA Construction Inc.
China Construction America and affiliates

By: James McMahon
Title: General Counsel

Dated: October 18, 2024



STANDARD TERMS OF ENGAGEMENT FOR LEGAL SERVICES

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

THE SCOPE OF OUR WORK

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

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

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

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

WHO PROVIDES THE LEGAL SERVICES

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

GENERATIVE ARTIFICIAL INTELLIGENCE

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

HOW FEES ARE SET

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

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



Our current range of hourly rates is as follows:

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

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

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

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

OUT-OF-POCKET EXPENSES

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

RETAINER AND TRUST DEPOSITS

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

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

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

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

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

BILLING ARRANGEMENTS AND TERMS OF PAYMENT

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

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

FEE DISPUTES

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

POTENTIAL CONFLICTS/UNRELATED MATTERS WAIVER

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



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

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

PRESERVATION OF ELECTRONICALLY STORED AND OTHER INFORMATION

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

TERMINATION

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

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

CONCLUSION OF REPRESENTATION; DISPOSITION OF DOCUMENTS

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

DISCLOSURE OF REPRESENTATION

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

POST-ENGAGEMENT MATTERS

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

Exhibit B

Invoice

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

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

Invoice Date: October 28, 2025
Invoice Number: 1019354
Matter Number: 68594-0001

Re: CHAPTER 11 REORG. - DEBTOR

FOR PROFESSIONAL SERVICES THROUGH SEPTEMBER 30, 2025

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

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CASE ADMINISTRATION 4.90 4,715.00

<u>DATE</u>	<u>INITIALS</u>	<u>Description</u>	<u>HOURS</u>	<u>AMOUNT</u>
09/03/25	DED	REVIEW DOCKET AND UPDATE CALENDAR WITH CRITICAL DEADLINES, ADJOURNMENTS AND HEARING DATES AND CIRCULATE SAME TO TEAM	0.50	210.00
09/05/25	FRY	EMAILS WITH ADVERSARY RE SCHEDULING OF STANDING MOTION	0.20	230.00
09/09/25	FRY	ADDRESS SCHEDULING OF STANDING MOTION	0.20	230.00
09/10/25	FRY	REVIEW AND COMMENT ON ADJOURNMENT REQUEST	0.20	230.00
09/10/25	DED	DRAFT ADJOURNMENT REQUESTS RE 09.15.25 HEARING TO 10.09.25 (0.3); DRAFT AND SEND EMAIL TO CHAMBERS REQUESTING ENTRY OF SAME AND UPDATE CALENDAR (0.3)	0.60	252.00
09/10/25	MDS	REVIEW EMAILS ON ADJOURNMENT	0.60	1,080.00
09/11/25	FRY	EMAILS WITH CO-COUNSEL RE REPLY DEADLINE	0.30	345.00
09/12/25	FRY	MULTIPLE EMAILS WITH CO-COUNSEL RE TIMELINE FOR FILING REPLIES AND DECLARATIONS	0.40	460.00
09/18/25	DED	REVIEW DOCKET AND UPDATE CALENDAR WITH CRITICAL DEADLINES, ADJOURNMENTS AND HEARING DATES AND CIRCULATE SAME TO TEAM (0.5); REVIEW, PREPARE, FILE AND CIRCULATE MSL (0.3)	0.80	336.00
09/18/25	ADM	REVIEW MSL FOR FILING (0.1); COORDINATE FILING WITH D. DELEAHNTY (0.1)	0.20	147.00
09/22/25	DJH	CORRESPOND WITH CHAMBERS REGARDING REPORT REDACTION EXTENSION	0.50	475.00
09/30/25	MDS	CORRESP. TO ATTORNEY/CO-COUNSEL DP/BDO RE: E. ABRAMS QUESTIONS	0.40	720.00

CORPORATE GOVERNANCE & BOARD MATTERS 1.80 2,070.00

<u>DATE</u>	<u>INITIALS</u>	<u>Description</u>	<u>HOURS</u>	<u>AMOUNT</u>
09/08/25	FRY	PARTICIPATE IN BOARD CALL	0.60	690.00
09/29/25	FRY	PARTICIPATE IN WEEKLY BOARD MEETING	1.20	1,380.00

FEE APPLICATION PREPARATION 16.90 9,041.00

<u>DATE</u>	<u>INITIALS</u>	<u>Description</u>	<u>HOURS</u>	<u>AMOUNT</u>
09/03/25	DED	REVIEW, PREPARE, FILE AND SERVE CNO RE BDO'S JULY MFS	0.30	126.00
09/03/25	ADM	REVIEW AND REVISE CNO RE: BDO FEES (0.2); CORRESPONDENCE WITH BDO AND D. DELEHANTY RE: SAME (0.1)	0.30	220.50
09/05/25	DED	REVIEW INVOICE FOR PRIVILEGE AND REDACTION	1.00	420.00

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<u>DATE</u>	<u>INITIALS</u>	<u>Description</u>	<u>HOURS</u>	<u>AMOUNT</u>
09/12/25	DED	REVIEW INVOICE FOR PRIVILEGE AND REDACTION	1.80	756.00
09/15/25	DED	REVIEW INVOICE FOR PRIVILEGE AND REDACTION	2.50	1,050.00
09/17/25	DED	DRAFT CNO RE COLE SCHOTZ JULY MFS AND CIRCULATE SAME TO A. MILLIARESSIS (0.3); REVIEW, PREPARE, FILE AND SERVE DEBEVOISE AND COLE SCHOTZ CNO RE JULY MFS (0.5)	0.80	336.00
09/17/25	ADM	REVIEW AND REVISE CNO RE: CS FEES (0.2); COORDINATE FILING AND SERVICE WITH D. DELEHANTY (0.1); CORRESPONDENCE TO BDO/CLIENT RE: SAME (0.1)	0.40	294.00
09/17/25	ADM	REVIEW CNO RE: DP FEES FOR FILING (0.2); COORDINATE FILING AND SERVICE WITH D. DELEHANTY (0.1)	0.30	220.50
09/19/25	ADM	REVIEW AND REVISE INVOICE RE: PRIVILEGE AND REDACTION	1.10	808.50
09/22/25	FRY	REVIEW FEE STATEMENT FOR REDACTION AND PRIVILEGE	0.40	460.00
09/22/25	DED	MAKE EDITS TO INVOICE RE PRIVILEGE AND REDACTION	1.60	672.00
09/24/25	DJH	REVIEW MONTHLY FEE STATEMENT FOR REDACTION AND PRIVILEGE	0.50	475.00
09/24/25	ADM	REVIEW BDO MFS RE: PRIVILEGE/REDACTION (0.6); CORRESPONDENCE TO F. YUDKIN AND D. HARRIS RE: SAME (0.1)	0.70	514.50
09/25/25	DED	REVISE INVOICE RE PRIVILEGE AND REDACTIONS	1.50	630.00
09/26/25	DED	REVIEW UPDATED INVOICE AND UPDATE AUGUST MFS (0.6); REVIEW, PREPARE, FILE AND SERVE CS AUGUST MFS (0.4)	1.00	420.00
09/26/25	ADM	PREPARE CS MFS	0.60	441.00
09/30/25	DED	REVIEW, PREPARE, FILE AND SERVE BDO, DP AND CS AUGUST 2025 MFS (0.8); REVIEW, PREPARE, FILE AND SERVE OCP SUMMARY FOR JUNE-AUGUST (0.3)	1.10	462.00
09/30/25	ADM	REVIEW OCP SUMMARY FOR FILING (0.2); COORDINATE FILING AND SERVICE WITH D. DELEHANTY (0.1)	0.30	220.50
09/30/25	ADM	REVIEW DP MFS FOR FILING (0.2); COORDINATE FILING AND SERVICE WITH D. DELEHANTY (0.1)	0.30	220.50
09/30/25	ADM	CORRESPONDENCE WITH CS TEAM RE: MFS (0.1); REVIEW FINAL CS MFS FOR FILING (0.2); COORDINATE FILING AND SERVICE WITH D. DELEHANTY (0.1)	0.40	294.00
FEE EMPLOYMENT			0.30	220.50
<u>DATE</u>	<u>INITIALS</u>	<u>Description</u>	<u>HOURS</u>	<u>AMOUNT</u>
09/26/25	ADM	REVIEW GT OCP DEC FOR FILING (0.2); COORDINATE FILING AND SERVICE OF SAME (0.1)	0.30	220.50
LITIGATION			128.50	180,637.50

Re: CHAPTER 11 REORG. - DEBTOR
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<u>DATE</u>	<u>INITIALS</u>	<u>Description</u>	<u>HOURS</u>	<u>AMOUNT</u>
09/01/25	MDS	EMAILS AND CALLS ON RESPONSE TO BMLP	1.40	2,520.00
09/01/25	MDS	WORK ON RESPONSE TO BMLP - POST INPUT	1.80	3,240.00
09/01/25	WAU	REVIEW EMAILS RE: RESPONSE TO BMLP DILIGENCE REQUESTS	0.10	137.50
09/01/25	WAU	REVIEW UPDATED DRAFT OF REDACTED SPECIAL COMMITTEE INVESTIGATION REPORT	0.30	412.50
09/02/25	FRY	CALL WITH COUNSEL FOR CSEC RE SEALING OF REPORT	0.30	345.00
09/02/25	SLK	CORRESPONDENCE FROM E. ABRAMS RE: REDACTIONS TO REPORT	0.20	207.00
09/02/25	SLK	VARIOUS CORRESPONDENCE WITH BDO RE: CLAIMS ANALYSIS	0.20	207.00
09/02/25	SLK	CORRESPONDENCE FROM DEBEVOISE RE: NEWLY UPDATED PROPOSED REDACTIONS TO REPORT (0.1); REVIEW SAME (0.3)	0.40	414.00
09/02/25	SLK	CORRESPONDENCE FROM DEBEVOISE RE: PROPOSED EMAIL TO GIBBONS	0.20	207.00
09/02/25	SLK	CORRESPONDENCE FROM DEBEVOISE RE: PROPOSED REDACTIONS TO REPORT (0.2); REVIEW AND ANALYSIS OF SAME (0.6)	0.80	828.00
09/02/25	SLK	CORRESPONDENCE FROM BDO RE: CLAIMS PAID	0.20	207.00
09/02/25	SLK	MULTIPLE CORRESPONDENCE WITH DEBEVOISE, BMLP RE: RESPONSE TO GIBBONS PAYMENT OF CLAIMS ASSERTION	0.40	414.00
09/02/25	SLK	ATTEND MEET AND CONFER WITH GIBBONS RE: REDACTIONS TO REPORT	0.20	207.00
09/02/25	SLK	CORRESPONDENCE FROM DEBEVOISE RE: UPDATED PROPOSED REDACTIONS TO REPORT (0.1); REVIEW SAME (0.3)	0.40	414.00
09/02/25	SLK	ATTEND MEET AND CONFER WITH LOWENSTEIN RE: PROPOSED REDACTIONS TO REPORT	0.30	310.50
09/02/25	SLK	PREPARE FOR MEET AND CONFER WITH GIBBONS RE: REDACTIONS TO REPORT	0.20	207.00
09/02/25	MDS	REVIEW E. ABRAMS COMMENTS TO VALUATION REPORT	0.40	720.00
09/02/25	MDS	REVIEW SPECIAL COMMITTEE REPORT (UPDATED)	0.70	1,260.00
09/02/25	MDS	WORK ON RESPONSE TO E. WINSTON REGARDING CLAIMS ANALYSIS	0.50	900.00
09/02/25	MDS	REVIEW VALUATION REPORT	1.80	3,240.00
09/02/25	MDS	REVIEW PROPOSED BMLP REDACTIONS TO SPECIAL COMMITTEE INVESTIGATION REPORT	0.60	1,080.00
09/02/25	MDS	REVIEW SPECIAL COMMITTEE INVESTIGATION REPORT TO BE FILED	0.80	1,440.00
09/02/25	WAU	REVIEW VALUATION REPORT AND EMAILS RE: SAME	0.40	550.00

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<u>DATE</u>	<u>INITIALS</u>	<u>Description</u>	<u>HOURS</u>	<u>AMOUNT</u>
09/02/25	WAU	CALL WITH GIBBONS RE: SPECIAL COMMITTEE REPORT REDACTIONS	0.20	275.00
09/02/25	WAU	REVIEW SEVERAL EMAILS RE: REDACTIONS TO SPECIAL COMMITTEE INVESTIGATION REPORT	0.20	275.00
09/02/25	WAU	CALL WITH LOWENSTEIN RE: SPECIAL COMMITTEE REPORT CONFIDENTIALITY ISSUES	0.40	550.00
09/03/25	SLK	MULTIPLE CORRESPONDENCE WITH DEBEVOISE, BDO, ABRAMS RE: PROPOSED REDACTIONS TO REPORT (0.3); REVIEW SAME (0.2)	0.50	517.50
09/03/25	FRY	REVIEW EMAILS RE REDACTION TO SPECIAL COMMITTEE INVESTIGATION REPORT	0.30	345.00
09/03/25	SLK	VARIOUS CORRESPONDENCE WITH BDO RE: CLAIMS ANALYSIS	0.20	207.00
09/03/25	MDS	CORRESP. TO ATTORNEY/CO-COUNSEL M. BAUER RE: RESPONSE TO INQUIRY	0.20	360.00
09/03/25	MDS	CORRESP. TO ADVERSARY E. WINSTON RE: RESPONSE TO INQUIRY	0.30	540.00
09/03/25	MDS	WORK ON BMLP RESPONSE	0.80	1,440.00
09/03/25	MDS	FINALIZE RESPONSE TO E. WINSTON REGARDING CLAIMS ANALYSIS	0.30	540.00
09/03/25	WAU	REVIEW BDO VALUATION ANALYSIS	0.60	825.00
09/03/25	WAU	REVIEW EMAILS RE: BMLP INFORMATION REQUESTS	0.20	275.00
09/03/25	WAU	REVIEW UPDATED PROPOSED SPECIAL COMMITTEE REPORT REDACTIONS AND EMAILS RE: SAME	0.40	550.00
09/04/25	SLK	VARIOUS CORRESPONDENCE WITH WINSTON RE: PROOFS OF CLAIM ANALYSIS	0.30	310.50
09/04/25	SLK	WORK ON REVISIONS TO PROPOSED REDACTIONS TO REPORT (0.2); VARIOUS CORRESPONDENCE WITH DEBEVOISE RE: SAME (0.1)	0.30	310.50
09/04/25	MDS	CONFERENCE WITH ATTORNEY/CO-COUNSEL INTERNAL - NEXT STEPS	0.60	1,080.00
09/04/25	MDS	CORRESP. TO ADVERSARY E. WINSTON AND INTERNAL CONFERENCES	0.60	1,080.00
09/04/25	MDS	REVIEW B. THEISEN EMAIL AND PROPOSED REDACTIONS TO SPECIAL COMMITTEE INVESTIGATION REPORT	0.50	900.00
09/05/25	MDS	REVIEW BDO DOCUMENT RESPONSE	0.50	900.00
09/05/25	MDS	REVIEW RESPONSE TO BMLP	0.70	1,260.00
09/05/25	MDS	CALL WITH M. BAUER RE: CSCEC AND BMLP/INTERNAL CALLS	1.30	2,340.00
09/05/25	WAU	REVIEW EMAILS RE: SPECIAL COMMITTEE REPORT REDACTION PROPOSALS	0.20	275.00

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<u>DATE</u>	<u>INITIALS</u>	<u>Description</u>	<u>HOURS</u>	<u>AMOUNT</u>
09/05/25	WAU	REVIEW EMAILS RE: BMLP INFORMATION REQUEST STATUS	0.20	275.00
09/05/25	WAU	REVIEW EMAILS RE: BDO VALUATIONS	0.30	412.50
09/06/25	FRY	REVIEW SETTLEMENT PROPOSAL	0.40	460.00
09/06/25	WAU	REVIEW SETTLEMENT PROPOSALS AND PLAN CONSTRUCT PROPOSAL (0.3); REVIEW SEVERAL EMAILS RE: SAME (0.1)	0.40	550.00
09/07/25	MDS	REVIEW CSCEC EMAIL RE: SETTLEMENT PROPOSAL	0.60	1,080.00
09/07/25	MDS	CORRESP. TO ATTORNEY/CO-COUNSEL RE: CSCEC EMAIL AND SETTLEMENT PROPOSAL	0.40	720.00
09/07/25	MDS	TELEPHONE FROM ATTORNEY/CO-COUNSEL M. BAUER RE: CSCEC EMAIL	0.70	1,260.00
09/07/25	WAU	REVIEW EMAILS WITH BMLP AND CSCEC HOLDING RE: REDACTIONS TO SPECIAL COMMITTEE REPORT AND REVIEW REVISED REDACTIONS	0.30	412.50
09/07/25	WAU	REVIEW DRAFT OBJECTION TO BMLP STANDING MOTION AND EMAILS RE: SAME	1.10	1,512.50
09/08/25	FRY	REVIEW AND COMMENT ON STANDING MOTION (.7); EMAILS TO M. SIROTA AND W. USATINE RE SAME (.1)	0.80	920.00
09/08/25	FRY	MULTIPLE EMAILS TO/FROM CO-COUNSEL RE OBJECTION TO STANDING MOTION	0.30	345.00
09/08/25	FRY	CALL WITH BMLP AND CSCEC RE REDACTIONS TO REPORT	0.30	345.00
09/08/25	FRY	CALL WITH CLIENT RE REDACTION OF REPORT	0.50	575.00
09/08/25	DED	EMAILS WITH F. YUDKIN AND A. MILLIARESSIS RE UPCOMING FILINGS (0.3); REVIEW, PREPARE, FILE AND SERVE REDACTED OBJECTION TO BMLP'S STANDING MOTION (0.5); REVIEW, PREPARE, FILE AND SERVE SEALED OBJECTION TO BMLP'S STANDING MOTION (0.7)	1.50	630.00
09/08/25	FRY	MULTIPLE EMAILS WITH CO-COUNSEL RE HEARING ON STANDING AND EVIDENCE RELATED THERETO	0.30	345.00
09/08/25	FRY	REVIEW OBJECTION OF CSCEC TO STANDING MOTION	0.50	575.00
09/08/25	FRY	REVIEW FURTHER REVISED OBJECTION TO MOTION RE STANDING	0.60	690.00
09/08/25	FRY	FINAL REVIEW OF OBJECTION TO CSCEC STANDING MOTION FOR FILING	0.60	690.00
09/08/25	FRY	CONFERENCE WITH CO-COUNSEL RE: FILING OF OBJECTION TO STANDING MOTION UNDER SEAL	0.20	230.00
09/08/25	ADM	CORRESPONDENCE WITH CO-COUNSEL AND CS TEAM RE: OBJECTION TO STANDING MOTION (0.3); REVIEW OBJECTION FOR FILING (0.9); REVIEW PROCESS RE: FILING SEALED VERSION AND DOCKET RE: MOTION TO SEAL (0.4); COORDINATE FILING ADN SERVICE WITH D. DELEHANTY (0.2)	1.80	1,323.00

Re: CHAPTER 11 REORG. - DEBTOR
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<u>DATE</u>	<u>INITIALS</u>	<u>Description</u>	<u>HOURS</u>	<u>AMOUNT</u>
09/08/25	MDS	REVIEW REDACTION VERSIONS OF SPECIAL COMMITTEE INVESTIGATION REPORT AND EXAMINER REPORT	0.60	1,080.00
09/08/25	MDS	REVIEW REVISED OBJECTION - BMLP	1.30	2,340.00
09/08/25	MDS	REVIEW EMAILS ON BMLP OBJECTION	0.40	720.00
09/08/25	MDS	EXTENSIVE EMAILS ON BMLP MOTION LOGISTICS/PREP	0.90	1,620.00
09/08/25	WAU	REVIEW REVISED/UPDATED DRAFT OF DEBTOR OBJECTION TO BMLP STANDING MOTION	0.80	1,100.00
09/08/25	WAU	REVIEW CSCEC HOLDING OBJECTION TO BMLP STANDING MOTION AND SEALING MOTION	0.80	1,100.00
09/08/25	WAU	CONFERENCE CALL WITH BMLP/CSCEC HOLDING/SPECIAL COMMITTEE RE: REDACTIONS TO SPECIAL COMMITTEE INVESTIGATION REPORT (0.2); EMAILS RE: SAME (0.1)	0.30	412.50
09/08/25	MDS	CORRESP. FROM ACCOUNTANT BDO RE: SETTLEMENT	0.30	540.00
09/08/25	MDS	REVIEW CSCEC OPPOSITION BRIEF TO BMLP MOTION	1.80	3,240.00
09/09/25	FRY	REVIEW ADDITIONAL EMAILS RE REDACTION OF SPECIAL COMMITTEE INVESTIGATION REPORT	0.40	460.00
09/09/25	RTJ	REVIEW OBJECTIONS AND PLEADINGS RE: STANDING AND DIRECT CLAIMS	1.20	1,260.00
09/09/25	KLK	REVIEW OBJECTION TO STANDING MOTION	0.40	302.00
09/09/25	FRY	CALL WITH CO-COUNSEL RE ADJOURNMENT OF STANDING MOTION	0.30	345.00
09/09/25	FRY	REVIEW EMAILS RE REDACTION OF SPECIAL COMMITTEE INVESTIGATION REPORT	0.30	345.00
09/09/25	ADM	PREPARE AND SEND CORRESPONDENCE TO BMLP RE: UNREDACTED OBJECTION TO STANDING MOTION	0.30	220.50
09/09/25	WAU	REVIEW EMAILS AND REVISIONS TO PROPOSED REDACTIONS TO SPECIAL COMMITTEE INVESTIGATION REPORT	0.30	412.50
09/09/25	MDS	TELEPHONE FROM ATTORNEY/CO-COUNSEL DB TEAM RE: BMLP REQUEST	0.50	900.00
09/09/25	MDS	TELEPHONE FROM ADVERSARY LOWENSTEIN RE: ADJOURNING BMLP MOTION	0.30	540.00
09/09/25	MDS	WORK ON ARGUMENT PREPARATION FOR STANDING MOTION	3.80	6,840.00
09/09/25	MDS	REVIEW EMAILS - TIMING OF STANDING MOTION	0.30	540.00
09/10/25	MDS	CORRESP. TO ATTORNEY/CO-COUNSEL DP RE: WCD OPINION AND VIEW ON CASE CONFERENCE WITH DP TEAM	2.30	4,140.00
09/10/25	MDS	CORRESP. TO ATTORNEY/CO-COUNSEL N. LABOVITZ RE: SUPPLEMENTAL SUBMISSION	0.30	540.00
09/10/25	WAU	REVIEW EMAILS RE: SETTLEMENT/VALUATION	0.20	275.00

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<u>DATE</u>	<u>INITIALS</u>	<u>Description</u>	<u>HOURS</u>	<u>AMOUNT</u>
09/10/25	WAU	REVIEW EMAILS RE: REDACTIONS/SEALING OF SPECIAL COMMITTEE INVESTIGATION REPORT	0.20	275.00
09/11/25	MDS	PREPARE FOR CALL WITH LOWENSTEIN	1.70	3,060.00
09/11/25	MDS	TELEPHONE FROM ATTORNEY/CO-COUNSEL M. BAUER RE: POST CSCEC CALL	0.70	1,260.00
09/11/25	MDS	TELEPHONE FROM ADVERSARY LOWENSTEIN RE: PENDING MOTION/OFFER	1.00	1,800.00
09/11/25	MDS	CORRESP. TO CLIENT E. ABRAMS RE: SETTLEMENT CALL	0.30	540.00
09/11/25	MDS	INTERNAL DISCUSSION REGARDING SETTLEMENT AND WCD DECISION	0.80	1,440.00
09/11/25	MDS	CORRESP. TO CLIENT E. ABRAMS RE: REVIEW PROPOSAL	0.20	360.00
09/11/25	MDS	REVIEW EMAILS REGARDING POTENTIAL CONFLICT ISSUE	0.30	540.00
09/11/25	WAU	REVIEW EMAILS RE: PROTECTIVE ORDER AND SEALING MOTION (0.1); REVIEW REVISIONS TO PROPOSED REDACTIONS TO SPECIAL COMMITTEE REPORT (0.2)	0.30	412.50
09/11/25	WAU	REVIEW BDO VALUATION ANALYSIS AND SEVERAL EMAILS RE: SAME	0.60	825.00
09/12/25	MDS	REVIEW BDO PRESENTATION	1.80	3,240.00
09/12/25	WAU	REVIEW UPDATED CSCEC PRESENTATION FROM BDO AND EMAILS RE: SAME	0.80	1,100.00
09/15/25	FRY	CALL WITH CO-COUNSEL AND E. ABRAMS RE RESOLUTION OF CLAIMS AND NEXT STEPS	1.00	1,150.00
09/15/25	FRY	REVIEW EXAMINER REPORT (.6); EMAILS RE SAME (.2)	0.80	920.00
09/15/25	SLK	VARIOUS CORRESPONDENCE WITH ABRAMS RE: SUMMARY OF CLAIMS AND RECOVERY	0.30	310.50
09/15/25	SLK	WORK ON ANALYSIS OF CLAIMS AND POTENTIAL RECOVERIES	0.90	931.50
09/15/25	DJH	REVIEW AND ANALYZE EXAMINER REPORT	0.70	665.00
09/15/25	DJH	CORRESPOND WITH WORKING GROUP REGARDING CLAIMS ANALYSIS	0.30	285.00
09/15/25	PP	INTERNAL EMAILS RE CLAIM VALUATION	0.10	73.50
09/15/25	JRM	REVIEW EXAMINER'S REPORT	1.40	1,344.00
09/15/25	KLK	REVIEW EXAMINER REPORT	0.30	226.50
09/15/25	MDS	TELEPHONE FROM CLIENT AND BDO RE: REVIEW BDO ANALYSIS	1.00	1,800.00
09/15/25	MDS	PREPARE FOR CALL ON BDO ANALYSIS	0.40	720.00
09/15/25	WAU	REVIEW EXAMINER REPORT AND OUTLINE ISSUES TO BE DISCUSSED/ADDRESSED	0.70	962.50
09/16/25	SLK	CORRESPONDENCE FROM N. LABOVITZ RE: EXAMINER REPORT	0.10	103.50
09/16/25	SLK	WORK ON REVISIONS TO RECOVERIES CHART	0.50	517.50

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<u>DATE</u>	<u>INITIALS</u>	<u>Description</u>	<u>HOURS</u>	<u>AMOUNT</u>
09/16/25	SLK	VARIOUS CORRESPONDENCE WITH ABRAMS RE: EXAMINER REPORT, CHART OF RECOVERIES	0.20	207.00
09/16/25	SLK	MEETING WITH P. PAL, K. KULP, J. MELZER, D. HARRIS RE: REVISIONS TO CHART OF CLAIMS AND RECOVERIES	0.50	517.50
09/16/25	SLK	REVIEW AND ANALYSIS OF EXAMINER REPORT (0.4); PREPARE SUMMARY (0.8)	1.20	1,242.00
09/16/25	SLK	WORK ON ANALYSIS OF PRIVILEGE ISSUES	0.50	517.50
09/16/25	DJH	REVISE CLAIMS ANALYSIS FROM INVESTIGATION REPORT (1.4); CORRESPOND WITH WORKING GROUP REGARDING SAME (.2)	1.60	1,520.00
09/16/25	PP	INTERNAL TEAM CALL RE CLAIM VALUATION	0.50	367.50
09/16/25	PP	ANALYSIS OF INTERNAL FILES RE EXAMINER REPORT'S CLAIMS	0.30	220.50
09/16/25	DJH	CALL WITH WORKING GROUP REGARDING CLAIMS ANALYSIS	0.50	475.00
09/16/25	JRM	CALL WITH LEADERSHIP TEAM RE VALUE OF CLAIMS	0.50	480.00
09/16/25	KLK	REVIEW EXAMINER REPORT	0.60	453.00
09/16/25	KLK	CALL WITH D. HARRIS RE EXAMINER REPORT	0.40	302.00
09/16/25	KLK	CALL WITH S. KLEPPER, J. MELZER, D. HARRIS, AND P. PAL RE INVESTIGATION	0.50	377.50
09/16/25	MDS	REVIEW E. ABRAMS EMAILS ON ANALYSIS	0.30	540.00
09/16/25	MDS	REVIEW EXAMINERS REPORT AND DISCUSS INTERNALLY	1.40	2,520.00
09/16/25	WAW	REVIEW EMAILS RE: INVESTIGATION REPORT AND REDACTION ISSUES	0.20	275.00
09/16/25	WAW	REVIEW AND RESPOND TO EMAILS RE: EXAMINERS REPORT	0.20	275.00
09/17/25	FRY	REVIEW RECOVERABILITY ANALYSIS OF CLAIMS SUBJECT TO REPORT	0.50	575.00
09/17/25	FRY	REVIEW DRAFT SUPPLEMENTAL LETTER RE STANDING MOTION	0.40	460.00
09/17/25	SLK	WORK ON ANALYSIS OF POTENTIAL RECOVERIES	0.80	828.00
09/17/25	MDS	CONFERENCE WITH ATTORNEY/CO-COUNSEL S. KLEPPER RE: ANALYSIS	0.40	720.00
09/17/25	MDS	REVIEW REVISED CLAIMS ANALYSIS	0.90	1,620.00
09/17/25	MDS	REVIEW AND COMMENT ON SUPPLEMENTAL LETTER	1.70	3,060.00
09/17/25	WAW	REVIEW DRAFT SUPPLEMENTAL LETTER TO COURT RE: STANDING MOTION AND EMAILS RE: SAME	0.50	687.50
09/17/25	WAW	REVIEW ANALYSIS OF CLAIMS VALUATIONS RE: SPECIAL COMMITTEE REPORT AND EMAILS RE: SAME	0.40	550.00
09/18/25	SLK	VARIOUS CORRESPONDENCE WITH WINSTON, DEBEVOISE RE: CLAIMS RECONCILIATIONS	0.30	310.50

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<u>DATE</u>	<u>INITIALS</u>	<u>Description</u>	<u>HOURS</u>	<u>AMOUNT</u>
09/18/25	SLK	PREPARE FOR CALL WITH E. ABRAMS RE: POTENTIAL RECOVERIES, EXAMINER REPORT	0.30	310.50
09/18/25	SLK	ATTEND CALL WITH E. ABRAMS RE: POTENTIAL RECOVERIES, EXAMINER REPORT	0.70	724.50
09/18/25	FRY	REVIEW REVISED LETTER RE SUPPLEMENTAL BRIEFING	0.30	345.00
09/18/25	SLK	CORRESPONDENCE TO E. ABRAMS RE: RECOVERY CHART	0.20	207.00
09/18/25	SLK	MEETING WITH D. HARRIS RE: ANALYSIS OF POTENTIAL RECOVERIES	0.20	207.00
09/18/25	SLK	WORK ON REVISIONS TO CHART OF POTENTIAL RECOVERIES	0.90	931.50
09/18/25	SLK	MEETING WITH INTERNAL TEAM RE: ANALYSIS OF POTENTIAL RECOVERIES	0.40	414.00
09/18/25	DJH	CALL WITH WORKING GROUP REGARDING POTENTIAL CLAIMS (.4); REVIEW AND REVISE ANALYSIS OF SAME (.7); CALL WITH E. ABRAMS AND WORKING GROUP REGARDING CLAIMS ANALYSIS (1.1); CORRESPOND WITH E. BLUM REGARDING ANALYSIS (.2)	2.40	2,280.00
09/18/25	PP	CALL WITH D. HARRIS, S. KLEPPER, J. MELZER, M. SIROTA, M. BAUER, E. ABRAMS RE CLAIM VALUATION AND EXAMINER REPORT (1.1); AND ANALYSIS OF REPORT (0.2)	1.30	955.50
09/18/25	PP	CALL WITH M. SIROTA, J. MELZER, W. USATINE, F. YUDKIN, S. KLEPPER, D. HARRIS RE CLAIM VALUATION	0.40	294.00
09/18/25	JRM	CALL WITH INTERNAL LEADERSHIP TEAM RE ANALYSIS OF VALUE OF CLAIMS	0.60	576.00
09/18/25	JRM	CALL WITH INDEPENDENT DIRECTOR, COUNSEL, AND LEADERSHIP TEAM RE ANALYSIS OF VALUE OF CLAIMS	0.70	672.00
09/18/25	JRM	ANALYSIS RE VALUE OF CLAIMS	1.70	1,632.00
09/18/25	MDS	TELEPHONE TO CLIENT E. ABRAMS AND M. BAUER RE: CLAIMS ANALYSIS	0.50	900.00
09/18/25	MDS	CORRESP. FROM ADVERSARY E. WINSTON RE: SURETY INQUIRY	0.20	360.00
09/18/25	MDS	REVIEW REVISED DRAFT SUPPLEMENT	0.70	1,260.00
09/18/25	MDS	REVIEW REVISED CLAIMS ANALYSIS	0.60	1,080.00
09/18/25	MDS	INTERNAL CALL ON CLAIMS ANALYSIS	0.40	720.00
09/18/25	WAU	REVIEW INVESTIGATION CLAIMS ANALYSIS MATERIALS AND CHART	0.30	412.50
09/18/25	WAU	CALL WITH CS TEAM RE: INVESTIGATION CLAIMS ISSUES	0.40	550.00
09/18/25	WAU	REVIEW EMAILS RE: BDO ANALYSIS AND BMLP DILIGENCE QUESTIONS	0.30	412.50
09/18/25	WAU	REVIEW UPDATED VERSION OF SUPPLEMENTAL LETTER RE: STANDING MOTION AND EMAILS RE: SAME	0.40	550.00

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<u>DATE</u>	<u>INITIALS</u>	<u>Description</u>	<u>HOURS</u>	<u>AMOUNT</u>
09/19/25	SLK	VARIOUS CORRESPONDENCE WITH EXAMINER, DEBEVOISE, GIBBONS RE: SEALING EXAMINER REPORT	0.70	724.50
09/19/25	SLK	VARIOUS CORRESPONDENCE WITH BDO RE: POTENTIAL RECOVERIES	0.30	310.50
09/19/25	SLK	VARIOUS CORRESPONDENCE WITH DEBEVOISE RE: UNSECURED CLAIMS	0.20	207.00
09/19/25	FRY	FINAL REVIEW OF LETTER RE SUPPLEMENTAL BRIEFING	0.30	345.00
09/19/25	DJH	CORRESPOND WITH E. WORENKLEIN REGARDING REPORT SEALING	0.30	285.00
09/19/25	DJH	CALL WITH BDO TEAM REGARDING SETTLEMENT ANALYSIS (1.1); FOLLOW UP CORRESPONDENCE REGARDING SAME (.5)	1.60	1,520.00
09/19/25	MDS	REVIEW BMLP LETTER AND RESPOND	0.50	900.00
09/19/25	MDS	REVIEW BMLP REPORT TO EXAMINER'S REPORT	0.60	1,080.00
09/19/25	MDS	REVIEW FINAL VERSION OF SUPPLEMENT AND CONFERENCE	0.90	1,620.00
09/19/25	MDS	REVIEW REDACTION EXCHANGE WITH BMLP AND CSCEC HOLDING COUNSEL	0.70	1,260.00
09/19/25	MDS	CORRESP. TO ADVERSARY E. WINSTON RE: ADDITIONAL REQUEST	0.30	540.00
09/19/25	MDS	REVIEW AND ANALYZE SETTLEMENT ANALYSIS	0.20	360.00
09/19/25	MDS	REVIEW AND ANALYZE CONFLICT LETTER	0.20	360.00
09/19/25	WAU	REVIEW EMAILS RE: DILIGENCE REQUESTS FROM BMLP	0.20	275.00
09/19/25	WAU	REVIEW DRAFT LETTER RE: BMLP CONFLICT ISSUE AND EMAILS RE: SAME	0.20	275.00
09/19/25	WAU	REVIEW EMAILS RE: SEALING OF EXAMINER'S REPORT	0.10	137.50
09/19/25	WAU	REVIEW REVISED VERSION OF SUPPLEMENTAL LETTER TO THE COURT ON STANDING ISSUE	0.30	412.50
09/20/25	WAU	REVIEW BDO ANALYSIS AND SEVERAL EMAILS RE: SAME	0.50	687.50
09/21/25	WAU	REVIEW EMAILS RE: BDO ANALYSIS OF CLAIMS/VALUATIONS AND REVIEW SUMMARY ANALYSIS	0.60	825.00
09/21/25	WAU	REVIEW EMAILS RE: EXAMINER REPORT REDACTIONS	0.20	275.00
09/22/25	SLK	VARIOUS CORRESPONDENCE WITH DEBEVOISE, UST, LOWENSTEIN RE: PROPOSED REDACTIONS TO EXAMINER REPORT (0.3); REVIEW AND ANALYSIS OF SAME (0.5)	0.80	828.00
09/22/25	DJH	REVIEW AND ANALYZE BDO CSCEC HOLDING RECOVERY ANALYSIS (.8); CORRESPOND WITH J. STEIMLE REGARDING SAME (.3)	1.10	1,045.00
09/22/25	FRY	CALL WITH BMLP RE CSEC VALUE ANALYSIS	0.60	690.00
09/22/25	MDS	PREPARE FOR BMLP CALL	0.40	720.00
09/22/25	MDS	CALL WITH BMLP ON BDO ANALYSIS	0.70	1,260.00

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<u>DATE</u>	<u>INITIALS</u>	<u>Description</u>	<u>HOURS</u>	<u>AMOUNT</u>
09/22/25	WAU	REVIEW UPDATED BDO ANALYSIS RE: VALUATION ISSUES	0.50	687.50
09/22/25	WAU	REVIEW EMAILS RE: REDACTIONS TO INVESTIGATION REPORTS AND REVIEW PROPOSED REDACTIONS AND JOINT LETTER TO COURT	0.40	550.00
09/22/25	WAU	CALL WITH BMLP RE: BDO ANALYSIS	0.70	962.50
09/24/25	MDS	CONFERENCE WITH ATTORNEY/CO-COUNSEL INTERNAL DISCUSSION RE: REDACTIONS/REPORT	0.90	1,620.00
09/24/25	MDS	REVIEW REVISED BDO DECKS	2.00	3,600.00
09/24/25	WAU	EMAILS RE: REDACTIONS TO SPECIAL COMMITTEE REPORT AND JOINT LETTER TO COURT	0.30	412.50
09/25/25	MDS	REVIEW E. WINSTON RESPONSE TO POTENTIAL CONFLICT ISSUE	0.30	540.00
09/25/25	WAU	REVIEW FINAL VERSION OF RECOVERY ANALYSIS RE: POTENTIAL ESTATE CAUSES OF ACTION	0.70	962.50
09/25/25	MDS	REVIEW SETTLEMENT PROPOSAL AND COMMENT	1.00	1,800.00
09/25/25	MDS	REVIEW BDO REVISED DECK	0.70	1,260.00
09/26/25	SLK	VARIOUS CORRESPONDENCE WITH DEBEVOISE RE: SURETY CLAIMS	0.20	207.00
09/26/25	SLK	ATTEND CALL WITH DEBEVOISE, BDO, CLIENT RE: SURETY CLAIMS	0.60	621.00
09/26/25	WAU	REVIEW UPDATED/REVISED VERSION OF CSCEC ANALYSIS FROM BDO AND EMAILS RE: SAME	0.50	687.50
09/26/25	MDS	REVIEW COMMENT ON FINAL BDO DECK	0.60	1,080.00
09/26/25	MDS	CORRESP. TO ACCOUNTANT BDO RE: CLAIMS ANALYSIS	0.30	540.00
09/26/25	MDS	REVIEW REVISED BDO DECK	0.70	1,260.00
09/27/25	WAU	REVIEW BDO REVISED SETTLEMENT SCENARIO ANALYSIS AND EMAILS RE: SAME	0.40	550.00
09/29/25	FRY	REVIEW EMAILS RE OBJECTION DEADLINE WITH RESPECT TO REDACTION OF REPORT	0.20	230.00
09/29/25	FRY	CALL RE STANDING HEARING	0.20	230.00
09/29/25	SLK	VARIOUS CORRESPONDENCE WITH DEBEVOISE, LOWENSTEIN, EXAMINER RE: REDACTIONS TO REPORT	0.30	310.50
09/29/25	SLK	MEETING WITH F. YUDKIN, M. SIROTA, D. HARRIS, W. USATINE RE: REPLY TO EXAMINER REPORT (0.3); VARIOUS CORRESPONDENCE RE: SAME (0.1)	0.40	414.00
09/29/25	DJH	CALL WITH BDO TEAM REGARDING CLAIMS ANALYSIS (.4); CALL WITH WORKING GROUP REGARDING EXAMINER REPORT (.3); CORRESPOND WITH CHAMBERS REGARDING EXAMINER REPORT REDACTIONS (.4)	1.10	1,045.00
09/29/25	MDS	CONFERENCE WITH ATTORNEY/CO-COUNSEL TEAM RE: REPLY TO EXAMINER REPORT	0.30	540.00

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<u>DATE</u>	<u>INITIALS</u>	<u>Description</u>	<u>HOURS</u>	<u>AMOUNT</u>
09/29/25	WAU	REVIEW EMAIL RE: JOINT LETTER TO COURT RE: REDACTIONS TO INVESTIGATION REPORT	0.10	137.50
09/29/25	WAU	CONFERENCE WITH CS TEAM RE: EXAMINER REPORT AND STANDING MOTION STRATEGY	0.30	412.50
09/29/25	MDS	REVIEW REVISED SETTLEMENT SCENARIO	0.70	1,260.00
09/30/25	MDS	REVIEW EMAILS ON POTENTIAL CONFLICT ISSUE	0.60	1,080.00
09/30/25	MDS	TELEPHONE FROM ATTORNEY/CO-COUNSEL E. WEISGERBER RE: POTENTIAL CONFLICT ISSUE	0.30	540.00
09/30/25	MDS	CORRESP. FROM CLIENT E. ABRAMS RE: BDO ANALYSIS	0.30	540.00
09/30/25	WAU	PREPARATION FOR 10/9 ARGUMENT ON BMLP STANDING MOTION	1.80	2,475.00
09/30/25	WAU	REVIEW EMAILS RE: POTENTIAL SETTLEMENT DISCUSSIONS	0.10	137.50
PLAN OF REORGANIZATION			4.80	6,060.00

<u>DATE</u>	<u>INITIALS</u>	<u>Description</u>	<u>HOURS</u>	<u>AMOUNT</u>
09/02/25	WAU	REVIEW EMAILS RE: PLAN INFORMATION REQUESTS	0.10	137.50
09/03/25	FRY	PARTICIPATE IN MEETING WITH CSCEC RE PLAN NEGOTIATIONS	2.10	2,415.00
09/03/25	WAU	MEETING RE: PLAN NEGOTIATIONS	2.10	2,887.50
09/05/25	FRY	REVIEW BMLP RESPONSE RE EXCLUSIVITY MOTION	0.30	345.00
09/29/25	WAU	REVIEW EMAILS RE: PLAN SETTLEMENT DISCUSSIONS	0.20	275.00

REPORTING **1.90** **1,373.50**

<u>DATE</u>	<u>INITIALS</u>	<u>Description</u>	<u>HOURS</u>	<u>AMOUNT</u>
09/24/25	FRY	REVIEW MONTHLY OPERATING REPORT FOR FILING	0.40	460.00
09/24/25	ADM	REVIEW MOR FOR FILING (0.3); CONFER WITH D. DELEHANTY RE: SAME (0.1)	0.40	294.00
09/24/25	ADM	REVIEW REDACTED MOR FOR FILING (0.4); CORRESPONDENCE WITH D. DELEHANTY RE: SAME (0.1)	0.50	367.50
09/24/25	DED	REDACT BANK STATEMENTS (0.2); REVIEW, PREPARE, FILE AND SERVE MOR (0.4)	0.60	252.00

TOTAL HOURS 159.10

PROFESSIONAL SERVICES:

\$204,117.50

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TIMEKEEPER SUMMARY

<u>NAME</u>	<u>TIMEKEEPER TITLE</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
Andreas D. Milliaressis	Associate	7.90	735.00	5,806.50
Daniel J. Harris	Member	10.60	950.00	10,070.00
Danielle E. Delehanty	Paralegal	15.60	420.00	6,552.00
Felice R. Yudkin	Member	16.70	1,150.00	19,205.00
Jason R. Melzer	Member	4.90	960.00	4,704.00
Krista L. Kulp	Special Counsel	2.20	755.00	1,661.00
Michael D. Sirota	Member	57.80	1,800.00	104,040.00
Pekham Pal	Associate	2.60	735.00	1,911.00
Ryan T. Jareck	Member	1.20	1,050.00	1,260.00
Steven L. Klepper	Member	16.30	1,035.00	16,870.50
Warren A. Usatine	Member	23.30	1,375.00	32,037.50
Total		159.10		\$204,117.50

COST DETAIL

<u>DATE</u>	<u>Description</u>	<u>QUANTITY</u>	<u>AMOUNT</u>
09/03/25	COURT FEES	3.00	0.30
09/03/25	COURT FEES	10.00	1.00
09/03/25	COURT FEES	3.00	0.30
09/08/25	COURT FEES	30.00	3.00
09/08/25	COURT FEES	30.00	3.00
09/08/25	COURT FEES	2.00	0.20
09/09/25	PHOTOCOPY /PRINTING/ SCANNING	7.00	1.40
09/09/25	PHOTOCOPY /PRINTING/ SCANNING	78.00	15.60
09/09/25	PHOTOCOPY /PRINTING/ SCANNING	4.00	0.80
09/09/25	PHOTOCOPY /PRINTING/ SCANNING	8.00	1.60
09/09/25	PHOTOCOPY /PRINTING/ SCANNING	23.00	4.60
09/09/25	PHOTOCOPY /PRINTING/ SCANNING	28.00	5.60
09/09/25	PHOTOCOPY /PRINTING/ SCANNING	30.00	6.00
09/09/25	PHOTOCOPY /PRINTING/ SCANNING	37.00	7.40
09/09/25	PHOTOCOPY /PRINTING/ SCANNING	8.00	1.60
09/09/25	PHOTOCOPY /PRINTING/ SCANNING	104.00	20.80
09/10/25	PHOTOCOPY/PRINTING /SCANNING	270.00	54.00
09/10/25	COURT FEES	3.00	0.30
09/10/25	COURT FEES	5.00	0.50
09/10/25	PHOTOCOPY/PRINTING /SCANNING	276.00	55.20

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<u>DATE</u>	<u>Description</u>	<u>QUANTITY</u>	<u>AMOUNT</u>
09/10/25	PHOTOCOPY/ PRINTING/SCANNING	21.00	4.20
09/10/25	PHOTOCOPY/ PRINTING/SCANNING	21.00	4.20
09/10/25	COURT FEES	2.00	0.20
09/12/25	PHOTOCOPY /PRINTING/ SCANNING	11.00	2.20
09/16/25	PHOTOCOPY /PRINTING/ SCANNING	24.00	4.80
09/17/25	COURT FEES	2.00	0.20
09/17/25	COURT FEES	3.00	0.30
09/18/25	COURT FEES	3.00	0.30
09/18/25	COURT FEES	2.00	0.20
09/22/25	PHOTOCOPY /PRINTING/ SCANNING	16.00	3.20
09/29/25	DATA HOST	1.00	1,497.00
09/30/25	COURT FEES	2.00	0.20
09/30/25	COURT FEES	2.00	0.20
09/30/25	COURT FEES	30.00	3.00
09/30/25	COURT FEES	2.00	0.20
09/30/25	COURT FEES	30.00	3.00
09/30/25	COURT FEES	30.00	3.00
09/30/25	COURT FEES	30.00	3.00
09/30/25	COURT FEES	15.00	1.50
09/30/25	DATA HOST	1.00	1,490.00
09/30/25	DATA HOST	1.00	1,497.00
09/30/25	COURT FEES	30.00	3.00
09/30/25	COURT FEES	3.00	0.30
09/30/25	DATA HOST	1.00	1,491.00
09/30/25	COURT FEES	1.00	0.10

Total \$6,195.50

COST SUMMARY

<u>Description</u>	<u>AMOUNT</u>
COURT FEES	27.30
PHOTOCOPYING / PRINTING / SCANNING	193.20
DATA HOST	5,975.00
	\$6,195.50

TOTAL COSTS

TOTAL SERVICES AND COSTS: \$ 210,313.00