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

In re:

CCA Construction, Inc.,¹

Debtor.

Chapter 11

Case No. 24-22548 (CMG)

**NOTICE OF HEARING ON DEBTOR'S MOTION
FOR ENTRY OF AN ORDER DISQUALIFYING QUINN EMANUEL
URQUHART & SULLIVAN, LLP AS COUNSEL FOR BML PROPERTIES, LTD.**

PLEASE TAKE NOTICE that on **January 7, 2026 at 2:00 p.m. (prevailing Eastern Time)**, or as soon thereafter as counsel may be heard, the above-captioned debtor and debtor in possession (the “**Debtor**”), by and through its undersigned counsel, shall move the *Debtor's Motion for Entry of an Order Disqualifying Quinn Emanuel Urquhart & Sullivan, LLP as Counsel for BML Properties, Ltd.* (the “**Motion**”) before the Honorable Christine M. Gravelle, Chief

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.



United States Bankruptcy Court Judge, in Courtroom 3 of the United States Bankruptcy Court for the District of New Jersey, Clarkson S. Fisher U.S. Courthouse, 402 East State Street, Trenton, NJ 08608, for entry of an order (the “**Order**”) substantially in the form submitted herewith, seeking to disqualify Quinn Emanuel Urquhart & Sullivan, LLP from acting as counsel for BML Properties, Ltd. in connection with this bankruptcy case.

PLEASE TAKE FURTHER NOTICE that in support of the relief requested, the Debtor shall rely on the accompanying Motion, which sets forth the relevant legal and factual bases upon which the relief requested should be granted. A proposed Order granting the relief requested in the Motion is also submitted herewith.

PLEASE TAKE FURTHER NOTICE that objections, if any, to the relief requested in the Motion shall: (a) be in writing, (b) state with particularity the basis of the objection; and (c) be filed with the Clerk of the United States Bankruptcy Court electronically by attorneys who regularly practice before the Bankruptcy Court in accordance with the *General Order Regarding Electronic Means for Filing, Signing, and Verification of Documents* dated March 27, 2002 (the “**General Order**”) and the *Commentary Supplementing Administrative Procedures* dated as of March 2004 (the “**Supplemental Commentary**”) (the General Order, the Supplemental Commentary, and the User’s Manual for the Electronic Case Filing System can be found at www.njb.uscourts.gov, the official website for the Bankruptcy Court) and, by all other parties-in-interest, on CD-ROM in Portable Document Format (PDF), and shall be served in accordance with the General Order and the Supplemental Commentary, so as to be received no later than seven (7) days before the hearing date set forth above.

PLEASE TAKE FURTHER NOTICE that copies of all documents filed in this chapter 11 case may be obtained free of charge by visiting the website of Kurtzman Carson

Consultants, LLC dba Verita Global at <https://www.veritaglobal.net/ccaconstruction>. You may also obtain copies of any pleadings by visiting the Court's website at <https://www.njb.uscourts.gov> in accordance with the procedures and fees set forth therein.

PLEASE TAKE FURTHER NOTICE that unless objections are timely filed and served, the Motion shall be decided on the papers in accordance with D.N.J. LBR 9013-3(d), and the relief requested may be granted without further notice or hearing.

Dated: November 19, 2025

/s/ Michael D. Sirota

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

In re:

CCA Construction, Inc.,¹

Debtor.

Chapter 11

Case No. 24-22548 (CMG)

**DEBTOR'S MOTION FOR ENTRY OF AN ORDER
DISQUALIFYING QUINN EMANUEL URQUHART &
SULLIVAN, LLP AS COUNSEL FOR BML PROPERTIES, LTD.**

TO THE HONORABLE CHIEF JUDGE CHRISTINE M. GRAVELLE, UNITED STATES
BANKRUPTCY JUDGE FOR THE DISTRICT OF NEW JERSEY:

The above-captioned debtor and debtor in possession (“CCA” or the “Debtor”) respectfully states as follows in support of this motion:

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

Relief Requested

1. CCA seeks entry of an order, substantially in the form attached hereto as **Exhibit A** (the “**Order**”), disqualifying Quinn Emanuel Urquhart & Sullivan, LLP (“**Quinn Emanuel**”) from acting as counsel to BML Properties, Ltd. (“**BMLP**”) pursuant to Rules 1.9(a) and 1.10(a) of the New Jersey Rules of Professional Conduct (“**RPC**”), as made applicable to this proceeding by Rule 9010-1(b)(6) of the Local Rules of the United States Bankruptcy Court for the District of New Jersey.

Preliminary Statement

2. When the Debtor raised concerns with this Court at the recent October 9, 2025 hearing about Quinn Emanuel’s prior representation of the Debtor in a lawsuit brought by Quinn Emanuel’s current client BMLP — the very dispute that constitutes the basis of BMLP’s claim against the Debtor in this bankruptcy case — Quinn Emanuel’s lead partner, Eric Winston, sought to downplay the conflict by making the following representations to this Court:

- He offered that, in addition to representing the Debtor in BMLP’s 2017 lawsuit, Quinn Emanuel had “years earlier” represented the Debtor in what he innocuously described as a “completely unrelated matter.” *See* Levinson Decl., Exhibit 1 (Oct. 9, 2025 Tr. at 9:2–4).
- When asked by the Court to confirm that he had never represented the Debtor, “you personally,” he responded “Me? No. Absolutely not.” *See id.* at 9:13–15.
- He said that “as a matter of policy of our firm, whenever we represent a former client, we wall people off.” *See id.*, at 9:4–5.
- He stated that “there’s been no confidential information I or my team has had access to. It’s impossible for it to happen” and that “whatever confidential information

possibly could exist, which I don't have access to and I don't think we probably have, would be entirely irrelevant to this case now." *See id.*, at 10:11–16.

3. Since the October 9 hearing, Quinn Emanuel has finally produced its client files for its prior representations of the Debtor, which tell a very different story than the one presented to this Court by Mr. Winston.

- The “completely unrelated matter” in which Quinn Emanuel represented the Debtor was as a creditor in the 2015 Delaware bankruptcy proceeding of BMLP and its affiliates, including its wholly owned subsidiary Baha Mar Ltd. (“**BML**”) that was the former owner and developer of the same Baha Mar resort complex that is at the heart of the decade-plus dispute between the Debtor and BMLP. As reflected in the invoices that it sent to the Debtor, Quinn Emanuel represented both the Debtor and CCA Bahamas Ltd. (“**CCA Bahamas**”) as creditors in that chapter 11 case. *See* Levinson Decl., Exhibit 2 (Quinn Emanuel invoice dated October 12, 2015), at 1.
- Mr. Winston was himself personally involved in that representation of CCA. As described below, he sent and received numerous emails with other members of the Quinn Emanuel team regarding CCA’s strategic legal alternatives as to BMLP and its subsidiaries, and although his time was not billed to CCA, Mr. Winston is referenced in multiple time entries of other Quinn Emanuel lawyers that reference calls showing that he participated in calls during which confidential information was discussed. *See id.*, at 6–7.
- Mr. Winston is not the only Quinn Emanuel lawyer who represented both CCA in 2015 and BMLP in this chapter 11 case. Eric Kay, listed as a “member of the

BMLP team” in a letter sent by Quinn Emanuel’s general counsel to Debevoise & Plimpton LLP (“**Debevoise**”) on October 8, *see* Levinson Decl., Exhibit 3, also billed material time to CCA and CCA Bahamas Ltd. in 2015 and, according to Quinn Emanuel’s invoices, also participated in calls with CCA, its co-counsel Squire Patton Boggs, and other Quinn Emanuel lawyers, *see* Levinson Decl., Exhibit 2, at 3–4.

- Both Mr. Winston and Mr. Kay had substantial access to confidential information regarding CCA, including most notably with respect to legal strategies that could or should be pursued by CCA and its affiliates in multiple proceedings against BMLP and its affiliates.

4. Of course, Quinn Emanuel’s representation of CCA did not end in 2015. In January 2018, Quinn Emanuel was engaged as “lead counsel” to represent CCA, CCA Bahamas and another affiliate as defendants in the lawsuit brought by BMLP in New York state court—the same lawsuit that resulted in the judgment that BMLP is now seeking to enforce in this bankruptcy case against CCA and other former clients of Quinn Emanuel (including CCA Bahamas), among others. As detailed below, in the course of its representation of CCA, Quinn Emanuel received voluminous documents containing confidential information regarding the Debtor, its dealings with BMLP, and its legal strategy, including, as but one example, a 20-plus page single spaced document prepared for Quinn Emanuel by CCA’s project team that provided specific, detailed information in response to each of BMLP’s allegations. *See* Levinson Decl., Exhibit 4 (January 23, 2018 email from P. Yu to F. Gay and M. Curto along with attachments). Additional confidential information was undoubtedly communicated to Quinn Emanuel lawyers during lengthy meetings and phone calls reflected in Quinn Emanuel’s fee invoices.

5. Incredibly, Quinn Emanuel now seeks to change sides in the long running dispute between CCA and BMLP and now represent BMLP in its attempt to collect on a judgment entered in the very case in which Quinn Emanuel represented CCA and certain of its affiliates. That is not permissible. Rule 1.9(a) of the New Jersey Rules of Professional Conduct, made applicable to attorneys appearing *pro hac vice* in this bankruptcy proceeding by Local Rule 9010-1(b)(6), provides that “[a] lawyer who has represented a client in a matter shall not thereafter represent another client in the *same* or a *substantially related* matter in which that client’s interests are materially adverse to the interests of the former client unless the former client gives informed consent confirmed in writing.” *See* RPC 1.9(a) (emphasis added). This rule applies to all lawyers associated with a firm where one lawyer is prohibited from doing so. *See* RPC 1.10(a) (emphasis added). In violation of those rules, Quinn Emanuel now seeks to represent BMLP, a party directly adverse to its former client, CCA, in the *same* underlying dispute. At a minimum, Quinn Emanuel’s representation of BMLP is substantially related to its prior representation of Debtor and, given the substantial amount of privileged and confidential information that Quinn Emanuel received from CCA, as well as BMLP’s own acknowledgment of the relevance and materiality of the facts to this chapter 11 case, Quinn Emanuel simply cannot represent BMLP against the Debtor.

6. Given the misleading statements that the Quinn Emanuel team representing BMLP has already made to this Court (and as shown below, separately to Debtor’s counsel) regarding its prior representations of CCA, it is difficult to trust Quinn Emanuel to provide a credible and complete account of its prior work on behalf of CCA, the information that members of its BMLP team received, and the manner in which Quinn Emanuel might unfairly deploy that information, including in mediation among the parties. In contrast to the prejudice CCA faces in litigating against its former counsel, BMLP is adequately represented by its other existing counsel, Gibbons

P.C. and Susman Godfrey LLP, who are intimately familiar with BMLP's disputes with CCA in this chapter 11 case and the pending New York Litigation. Under these circumstances, CCA respectfully requests that this Court grant CCA's motion to disqualify Quinn Emanuel from representing BMLP in connection with this bankruptcy case.

Jurisdiction and Venue

7. This Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Standing Order of Reference to the Bankruptcy Court Under Title 11*, entered July 23, 1984, and amended on June 6, 2025 (Bumb, C.J.). The Debtor consents to the entry of a final order by the Court in connection with this motion to the extent that it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution.

8. Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

9. The bases for the relief requested herein are Rule 1.9(a) of the RPC; D.N.J. L. Civ. R. 103.1(a); and Rule 9010-1 of the Local Rules of the United States Bankruptcy Court for the District of New Jersey.

STATEMENT OF FACTS

I. Quinn Emanuel's Initial Representation in 2015 of CCA and its Affiliates in Connection With the Baha Mar Project.

10. Quinn Emanuel's representation of CCA began in the summer of 2015. That engagement was precipitated by BMLP's delayed completion of the Baha Mar Project. As a result, on June 29, 2015, BMLP, along with numerous of its affiliates, including BML, filed chapter 11 bankruptcy proceedings in the United States Bankruptcy Court for the District of Delaware (the

“**Delaware Bankruptcy Court**”).² The following day, BML sued China State Construction Engineering Corporation Ltd. (“**CSCEC Ltd.**”) in a United Kingdom court, alleging that CCA Bahamas had breached a construction agreement with BML and that CSCEC Ltd. was liable for damages under a Completion Guarantee. Thereafter, on July 16, 2015, the Bahamian Attorney General filed a petition with the Supreme Court of the Commonwealth of The Bahamas and requested that BML and its various affiliates be wound-up in Bahamian court. *See In re Northshore Mainland Servs., Inc.*, 537 B.R. 192, 197 (Bankr. D. Del. 2015).

11. Quinn Emanuel began to advise CCA in mid-August 2015. Corey Worcester, one of the partners, immediately sought to position the firm to handle all of the pending matters by sending a lengthy email to Tiger Wu and Xiaomin Chen, copying Eric Winston, advising “how CCA can be more aggressive” and offering several legal alternatives that CCA should consider pursuing in Delaware and the other ongoing judicial proceedings involving BMLP or BML. *See* Levinson Decl., Exhibit 5 (Email dated August 19 from C. Worcester to T. Wu, et al., regarding “BML: Initial thoughts on how to be more aggressive”). At the time, Quinn Emanuel internally planned to be involved in both the proceedings in Delaware and the United Kingdom with a goal to “take over the general coordination and to run the contract dispute and the bankruptcy.” *See* Levinson Decl., Exhibit 6 (Email dated August 26, 2015 from C. Worcester to J. Tecce, B. Finestone, and E. Winston). But because CCA had previously retained another law firm (Squire Patton Boggs) to handle the litigation matters, Quinn Emanuel was initially engaged to serve as bankruptcy counsel to CCA and CCA Bahamas in the Delaware bankruptcy case, although CCA made clear even then its hope that Quinn Emanuel “contributes its litigation experience and skill

² *See In re BML Properties, Ltd.*, Case No. 15-11413 (KJC)(Bankr. D. Del.); *In re Baha Mar, Ltd.*, Case No. 15-11407 (KJC)(Bankr. D. Del.). These two cases and those of other affiliates were administratively consolidated into *In re Northshore Mainland Services Inc.*, Case No. 15-11402 (KJC)(Bankr. D. Del.).

in addition to the bankruptcy matters.” *See* Levinson Decl., Exhibit 7 (Email dated September 4, 2015 from X. Chen to F. Gay regarding engagement of Quinn Emanuel).

12. During the five month period from August 2015 to January 2016, more than 200 emails were exchanged within Quinn Emanuel and with CCA, in which Quinn Emanuel provided strategic advice to CCA regarding the full panoply of disputes between CCA and BMLP/BML. For example, on September 9, 2015, James Tecce of Quinn Emanuel [REDACTED]

[REDACTED] *See* Levinson Decl., Exhibit 8 (Email dated September 9, 2015 from J. Tecce to F. Gay and M. Sheth regarding “Baha Mar”). During the discussion, [REDACTED]

[REDACTED] *See id.*

13. A few days later, on September 12, 2015, attorneys within Quinn Emanuel, including Eric Winston, discussed various strategic options in the Bahamas and London. Mr. Winston opined during the conversation that [REDACTED]

[REDACTED] *See* Levinson Decl., Exhibit 9 (Email dated September 12, 2015 from E. Winston to J. Tecce). Mr. Winston also emphasized the need for CCA to [REDACTED]

[REDACTED] He made clear that he would [REDACTED]

[REDACTED] *See id.*

14. Consistent with the broad subject matter and range of Quinn Emanuel's advice, the firm did not intend its representation to be limited to CCA and CCA Bahamas (the contractor of the Baha Mar Project). Rather, Quinn Emanuel sought to advise all of CCA's affiliates that were involved in the various parallel litigations with BMLP. For example, [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] See Levinson Decl., Exhibit 10 (Email dated September 15, 2015 from J. Tecce to T. Cheng, J. Tecce, D. Burnett, and M. Sheth regarding [REDACTED]).

15. On September 15, 2015, the Delaware Bankruptcy Court dismissed the chapter 11 petitions of BMLP, BML, and all but one of the other debtors. See *In re Northshore Mainland Services, Inc.*, 537 B.R. 192 (Bankr. D. Del. 2015). But that did not end Quinn Emanuel's representation. Quite to the contrary, the following day, James Tecce of Quinn Emanuel wrote to Tiger Wu, David Wang, and Xiaomin Chen, and outlined three potential legal strategies for CCA to consider: [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] See Levinson Decl., Exhibit 11 (Email dated September 16, 2015 from J. Tecce to T. Wu, D. Wang, and X. Chen regarding strategy). The time entries from Quinn Emanuel's invoice dated October 12, 2015 reflects calls with the CCA team, as well as conferences among James Tecce,

Eric Winston and Eric Kay, regarding possible outcomes in the Bahamas. *See* Levinson Decl., Exhibit 2, at 7.

II. In 2018, Quinn Emanuel Represented CCA and Its Affiliates as Defendants in the Lawsuit Brought by BMLP Concerning the Baha Mar Project.

16. On December 26, 2017, BMLP commenced litigation in the Supreme Court of the State of New York, County of New York (the “**Trial Court**”), under the caption *BML Props. Ltd. v. China Construction America, Inc., et al.*, No. 657550/2017 (the “**Baha Mar Litigation**”). The Complaint named CCA, CCA Bahamas and CSCEC (Bahamas), Ltd. (“**CSCECB**”) as defendants (collectively, the “**Baha Mar Defendants**”), and alleged 15 causes of action, including various breaches of the Baha Mar Project’s construction agreement and fraud.

17. Within days after receiving the Complaint, CCA returned to Quinn Emanuel for representation. On January 7, 2018, Quinn Emanuel put together another thorough analysis for CCA, which [REDACTED]

[REDACTED] *See* Levinson Decl., Exhibit 12 (Email dated January 7, 2018 from C. Worcester to T. Wu and X. Chen regarding “BML Properties Ltd.: Initial thoughts after reading the BML complaint”). Noting that the [REDACTED]

[REDACTED]
[REDACTED]

[REDACTED] *See id.* Likely referring to discussions that occurred in 2015, Corey Worcester recalled [REDACTED]

[REDACTED]
[REDACTED] *See id.* The email advice ended with a proposed semi-monthly timetable for Quinn Emanuel to “gather[] the facts, collect[] the key documents, and interview[] the key witnesses.” *See id.*

18. Subsequent email correspondence between Quinn Emanuel and CCA reveals that defense preparation was indeed kicked into high gear. On January 12, 2018, CCA signed an engagement letter for itself and on behalf of CSCECB and CCA Bahamas. *See* Levinson Decl., Exhibit 13 (Engagement letter between CCA and Quinn Emanuel dated January 11, 2018). The letter specified that Quinn Emanuel would act as “lead trial counsel in connection with litigation against BMLP.” *See id.* The letter named Corey Worcester as the attorney primarily responsible for the engagement and suggested that the attorney team would also include Faith Gay and Jennifer Barrett.³ *See id.* On the same day, Tiger Wu emailed all of the three law firms working on the Baha Mar dispute — Quinn Emanuel, Squire Patton Boggs, and Peckar & Abramson — to specify the role each would play in the matter. *See* Levinson Decl., Exhibit 14 (Email dated January 12, 2018 from T. Wu to C. Worcester, F. Gay, J. Barrett, et al., regarding “Roles of Counsels”). Wu announced that Quinn Emanuel “will be the leading firm for this matter” through a main attorney team consisting of “Ms. Faith Gay, Mr. Corey Worcester and Ms. Jennifer Barret[sic],” and directed Squire Patton Boggs, which had “familiarity with the background in Baha Mar’s bankruptcy related matters,” and Peckar & Abramson, which had “familiarity with our construction business,” to support Quinn Emanuel. *See id.* Both Squire Patton Boggs and Peckar & Abramson wrote to Quinn Emanuel within days, and provided confidential documents and information related to their prior and ongoing representation of the Baha Mar Defendants. *See* Levinson Decl., Exhibit 15 (Email dated January 15, 2018 from P. Greene to J. Barrett and C. Worcester regarding “CCA/BML follow-up”); Levinson Decl., Exhibit 16 (Email dated January 17, 2018 from M. Curto to F. Gay and C. Worcester regarding “Our Upcoming Call”); Levinson

³ While Faith Gay has since left Quinn Emanuel, Corey Worcester and Jennifer Barrett remain partners at Quinn Emanuel.

Decl., Exhibit 17 (Email dated January 23, 2018 from P. Greene to F. Gay and C. Worcester regarding “CCA/BML follow-up”).

19. Also on January 12, 2018, CCA shared 12 folders of materials with Quinn Emanuel, including “Construction Contract,” “Financial Agreement,” “May 2013 MOU,” “Nov 2014 Beijing Meeting Minutes,” “Correspondence,” “Monthly Report,” “Design Changes,” “Labor Record,” “CCA Time Extension,” “Presentation to Board Meeting,” “CCA Time Extension,” and “Presentation to Board Meeting.” *See* Levinson Decl., Exhibit 18 (Email dated January 12, 2018 from P. Yu to C. Garvey, T. Wu, and C. Worcester regarding “BML: SecureFile dropbox for documents”). These documents contained sensitive information regarding the Baha Mar Project and the disputes with BMLP, including board presentations and legal strategies.

20. On January 13, 2018, after receiving significant information and documents from CCA, Quinn Emanuel provided additional legal advice to CCA regarding [REDACTED]. *See* Levinson Decl., Exhibit 19 (Email dated January 13, 2018 from C. Worcester to T. Wu and X. Chen regarding [REDACTED]). Among various considerations discussed, Quinn Emanuel emphasized the potential value of [REDACTED]. *See id.* Quinn Emanuel also referred to the impression they obtained from prior discussions with CCA executives that [REDACTED]. *See id.*

21. On January 16, 2018, CCA informed Quinn Emanuel that they would like an “in person meeting with our people” to take place on January 23 and 24, 2018. *See* Levinson Decl., Exhibit 20 (Email dated January 16, 2018). Quinn Emanuel’s invoice indicates that a seven-hour

meeting took place on January 24, during which Quinn Emanuel met with the Baha Mar Defendants and Squire Patton. *See* Levinson Decl., Exhibit 21 (Invoice dated February 14, 2018 for professional services through January 31, 2018). In advance of the January 24 meeting, Quinn Emanuel received two documents prepared by CCA representatives, one of which provided a 21-page single spaced paragraph-by-paragraph response to BMLP’s Complaint, and contained additional factual background regarding CCA, its business and operations, and its interactions with BMLP related to the Baha Mar Project. *See* Levinson Decl., Exhibit 22 (Email dated January 23, 2018 from P. Yu to F. Gay and M. Curto regarding “Baha Mar litigation - CCA response”); Levinson Decl., Exhibit 23 (Email dated January 24, 2018 from P. Yu to F. Gay and M. Curto regarding “Baha Mar litigation – CCA response”).

22. Not only did Quinn Emanuel conduct factual development and provide legal and strategic advice to CCA and the other Baha Mar Defendants, it also promptly appeared for the Baha Mar Defendants before the Trial Court. On January 16, 2018, Corey Worcester and four of his colleagues — Faith Gay, Jennifer Barrett, Guyon Knight, and Hope Skibitsky — announced their appearances as counsel for the Baha Mar Defendants. *See* Levinson Decl., Exhibits 24–28 (Notices of Appearance of Corey Worcester, Faith Gay, Jennifer Barrett, Guyon Knight, and Hope Skibitsky). On the same day, Quinn Emanuel entered into a joint stipulation with counsel for BMLP, extending the deadline for the Baha Mar Defendants’ answer to March 27, 2018. *See* Levinson Decl., Exhibit 29 (Joint Stipulation to Extend Time to Answer to March 27, 2018, Baha Mar Litigation). By February 7, 2018, Quinn Emanuel had prepared a draft of Baha Mar Defendants’ responses to BMLP’s first set of requests for production. *See* Levinson Decl., Exhibit 30 (February 7, 2018 draft of Defendants’ Responses and Objections to Plaintiff’s First Set of Requests for the Production of Documents to Defendants).

23. Quinn Emanuel’s representation of CCA and its affiliates with respect to the Baha Mar Litigation ended in late February 2018. On February 21, 2018, following Faith Gay’s departure from Quinn Emanuel, CCA filed a Consent to Change Counsel, agreeing that Selendy & Gay PLLC be substituted as attorneys of record in place of and stead of Quinn Emanuel. *See* Levinson Decl., Exhibit 31 (Consent to Change Attorney dated February 21, 2018, Baha Mar Litigation).

24. Among the attorneys who were involved in Quinn Emanuel’s representation of CCA and its affiliates between 2015 and 2018, a number of them remain associated with Quinn Emanuel today. According to Quinn Emanuel’s general counsel, many of those attorneys have been walled off the firm’s current representation of BMLP, including Caitlin Garvey, Connie Kim, Corey Worcester, Courtney Whang, Elinor Sutton, Hope Skibitsky, James Tecce, Jeffrey Matthews, Jennifer Barrett, Manisha Sheth, Rachel Logan. *See* Levinson Decl., Exhibit 3 (Letter dated October 8, 2025 from Quinn Emanuel to Debevoise). But, despite Quinn Emanuel’s contrary representations to this Court, at least two Quinn Emanuel attorneys who are currently representing BMLP, Eric Winston and Eric Kay, were personally on the team that previously represented CCA.

III. The Baha Mar Litigation Resulted in a Judgment Against CCA and Efforts by BMLP to Collect on that Judgment.

25. On October 18, 2024, following a bench trial, the Trial Court issued an opinion finding CCA Bahamas liable for fraud and CSCECB liable for breach of contract, piercing the corporate veils of both to reach CCA (even though it is not a direct or indirect parent entity of either, and is remote from them on the corporate structure chart), and awarding BMLP \$845 million in damages against all three. *BML Props. Ltd. v. China Constr. Am., Inc.*, 2024 WL 4525334 (Sup. Ct. Oct. 18, 2024) (the “**Trial Decision**”). On October 31, 2024, the court further

entered a money judgment in favor of BMLP in the amount of \$1,642,598,493.15, which includes ten years of statutory prejudgment interest (the “**Baha Mar Judgment**”).

26. CCA believes that the Trial Decision and the Baha Mar Judgment are erroneous, and along with the other Baha Mar Defendants, has been actively pursuing all avenues of appeal. On December 19, 2024, the First Department denied CCA’s final request for a stay of enforcement of the Baha Mar Judgment pending appeal. That ruling, together with financial challenges CCA experienced in the preceding years, compelled CCA to commence this chapter 11 case. On April 8, 2025, the New York Appellate Division, First Department, issued a four-page decision affirming the Trial Court’s rulings and upholding the judgment in full. *See BML Props. Ltd. v. China Constr. Am., Inc.*, 232 N.Y.S.3d 466 (1st Dep’t 2025). On May 8, 2025, CCA,⁴ CCA Bahamas, and CSCECB moved for leave to appeal to the New York State Court of Appeals, raising the arguments above. They were joined by three diverse amici: the Business Council of New York State, the New York Building Trades Employers’ Association (BTEA), and Professor Ethan Leib of Fordham Law School. The petition for leave remains pending before the New York State Court of Appeals.

27. While the appeal remains pending, BMLP has used the chapter 11 case as a forum in which to pursue collection of its judgment against CCA and its affiliates. BMLP sought this first through extensive discovery regarding intercompany transfers and non-Debtor bank records covering the period well before the Baha Mar Judgment was rendered. BMLP then sought the appointment of an examiner, arguing that such an appointment was necessary to “look at the way this thing was set up and see if maybe’s there’s something with respect to...[t]he way these companies are set up and the way the money has been moved around.” *See* Levinson Decl., Exhibit

⁴ On May 5, 2025, the Bankruptcy Court granted CCA’s motion (over BMLP’s objection) for relief from the automatic stay to join its co-defendants in pursuing a further appeal before the New York State Court of Appeals. [Dkt. 293].

32 (Hr’g Tr., Feb. 13, 2025), at 214:15–18. The Court recognized that such an examiner scope was little more than judgment collection litigation to wit on the debtor’s dime: “But isn’t that post judgment discovery?” *See id.*, at 214:20. *See also id.*, at 215:11 (The Court: “So why should your discovery, why should the post judgment discovery in this bankruptcy be paid for by the debtor?”).

28. In addition to its participation in chapter 11 case, BMLP has also been carrying out a judgment collection effort in other courts. For example, on January 14, 2025, BMLP petitioned the Supreme Court of the Bahamas to liquidate CCA Bahamas and CSCECB. *See* Levinson Decl., Exhibit 33 (BMLP petition to liquidate CCA Bahamas); Levinson Decl., Exhibit 34 (BMLP petition to liquidate CSCECB). Thereafter, on October 6, 2025, BMLP sought an order from the New York Supreme Court that would permit it to use post-judgment discovery “in any proceedings in any court related to enforcement or collection of the Judgment.” *See* Levinson Decl., Exhibit 35 (Baha Mar Dkt. 770). On October 8, 2025, the New York Supreme Court issued an order, permitting BMLP to utilize confidential information in the Baha Mar Litigation “for purposes of this litigation, any proceedings before this Court to enforce the Judgment, *In re CCA Construction, Inc.* 24-22548 (D.N.J.) and any related adversary proceedings, and any proceeding before any court relating to the enforcement or collection of the Judgment entered in this Action.” *See* Levinson Decl., Exhibit 36 (Baha Mar Dkt. 772). That includes this bankruptcy proceeding.

IV. Quinn Emanuel is Now Engaged by BMLP to Provide Representation in BMLP’s Enforcement Against CCA of the Baha Mar Judgment.

29. On August 15, 2025, Gibbons filed an application to this Court to admit Eric Winston of Quinn Emanuel *pro hac vice* as its co-counsel for BMLP. *See* Dkt. No. 445. Quinn Emanuel did not even contact CCA beforehand to explain the nature and scope of its engagement by BMLP, let alone seek or obtain CCA’s consent.

30. Reacting to CCA's surprise at this development, and following discussions regarding CCA's recollection of the past engagement, Debevoise contacted Quinn Emanuel on September 2, 2025, and expressed concerns regarding Quinn Emanuel's apparent conflict, and requested explanations in a conversation with Mr. Winston. This call was then followed by several written communications, dated September 19, October 3, and October 13, 2025 respectively, where Debevoise sought to understand the nature of Quinn Emanuel's engagement by BMLP and Quinn Emanuel's reasons for believing that it could represent BMLP without giving rise to conflict of interest. *See* Levinson Decl., Exhibits 37–39 (September 19, 2025 letter from Debevoise to Quinn; October 3, 2025 letter from Debevoise to Quinn; October 14, 2025 letter from Debevoise to Quinn).

31. On September 25, 2025, Mr. Winston wrote to Debevoise, making numerous statements about BMLP's engagement of Quinn Emanuel that have since proven to be incomplete. *See* Levinson Decl., Exhibit 40 (September 25 letter from Quinn to Debevoise). For example:

- He claimed that the engagement was not adverse to CCA's estate because "BMLP is seeking to satisfy its judgment by proceeding against CCA's parent company." But as later disclosed by Quinn Emanuel, the scope of the engagement also includes strategies to collect against Quinn Emanuel's former clients CCA, CCA Bahamas, and CSCECB.
- He asserted that Quinn Emanuel was "briefly retained" in the New York state court suit and that the firm "did not receive confidential information in our brief work on the prior matter that could be viewed as material to the current matter."

- He made no mention of Quinn Emanuel’s engagement by CCA and CCA Bahamas in 2015 – let alone his personal involvement in that matter – as creditors of BMLP in its bankruptcy.

32. On October 8, 2025, Quinn Emanuel’s general counsel disclosed that the scope of its engagement by BMLP was in fact broader than previously indicated by Mr. Winston. Without providing an excerpt of the language of its engagement letter as Debevoise requested, Quinn Emanuel nonetheless described its engagement as “in connection with advising BMLP on strategies to collect on its judgment against CCA Construction America, Inc., CCA Construction, Inc., CSCEC Bahamas, Ltd., CCA Bahamas Ltd. and affiliated entities.” *See* Levinson Decl., Exhibit 3 (Quinn Emanuel October 8 letter to Debevoise). CCA, CSCECB, and CCA Bahamas are the three defendants named by BMLP in its Baha Mar Litigation that Quinn Emanuel previously represented in the connection with the Baha Mar Litigation – and, in the case of CCA and CCA Bahamas, as creditors in the bankruptcy of BMLP.

33. Notably, Quinn Emanuel’s own description indicates that its engagement is not limited to any specific litigation tasks or efforts in a specific forum. Indeed, on August 25, 2025, Quinn Emanuel moved this Court for limited relief from the automatic stay “to pursue post-judgment relief in New York state court or other appropriate forum,” and indicated plans to “utilize New York’s post-judgment summary proceeding mechanism to enforce the Judgment against [CSCEC Holding Company, Inc].” *See* Dkt. No. 442, at 5–6.

34. At the outset of the recent October 9, 2025, hearing, which was the first hearing conducted since Quinn Emanuel sought to make an appearance in this chapter 11 case, Debevoise promptly raised its concerns with Quinn Emanuel representing BMLP in the same dispute that it previously represented CCA. In particular, Debevoise explained its belief that it should “have all

the facts before we would rush into this court with a motion to disqualify,” and it was still waiting for Quinn Emanuel to produce the requested client files. *See* Levinson Decl., Exhibit 1 (Oct. 9, 2025, Hr’g. Tr.), at 6:20–7:15. Having now finally received and reviewed those client files, and after carefully evaluating the application of the New Jersey Rules of Professional Conduct to the facts that have now come to light, the Debtor is compelled to file this motion to ensure that it will not be prejudiced by having its former counsel now represent CCA’s largest creditor in the same or substantially related matter that it previously represented CCA.

Argument

35. The RPC, as adopted by the New Jersey Supreme Court, govern the conduct of members of this Court’s bar, including attorneys admitted *pro hac vice*. *See* LBR 9010–1; L. Civ. R. 103.1(a). Pursuant to the RPC, “[a] lawyer who has represented a client in a matter shall not thereafter represent another client in the *same* or a *substantially related* matter in which that client’s interests are materially adverse to the interests of the former client unless the former client gives informed consent confirmed in writing.” *See* RPC 1.9(a) (emphasis added). “When lawyers are associated in a firm, none of them shall knowingly represent a client when any one of them practicing alone would be prohibited from doing so by RPC 1.7 or RPC 1.9.” *See* RPC 1.10(a) (emphasis added). LBR 9010-1(b)(6) expressly provides that an “attorney admitted *pro hac vice* is within the disciplinary jurisdiction of the District Court and is bound by the Rules of Professional Conduct.”

36. When applying the RPC’s provisions, courts within the Third Circuit consult state precedents so as to avoid “detriment to the public’s confidence in the integrity of the bar that might result from courts in the same state enforcing different ethical norms.” *See In re Congoleum Corp.*, 426 F.3d 675, 687 (3d Cir. 2005). While motions to disqualify counsel under the RPC require

movants to overcome a heavy burden, “any doubts as to the allegedly offending counsel’s conduct are to be resolved in favor of disqualification.” *Jonathan v. Cnty. of Cape May*, No. CV 18-12918-RBK-KMW, 2020 WL 205901, at *7 (D.N.J. Jan. 13, 2020).

37. There is no dispute that an attorney-client relationship existed between Quinn Emanuel and CCA, as evidenced by the engagement letter and the record of both BMLP’s bankruptcy proceeding in the Delaware Bankruptcy Court and in the Baha Mar Litigation. In addition, there can be no dispute that Quinn Emanuel’s prior representation of CCA, both in 2015 and then in 2018, is “the same or a substantially related matter” because it involves the same parties, same allegations, same facts, and same alleged injuries. Accordingly, Quinn Emanuel should be disqualified from representing BMLP in this chapter 11 case.

I. Quinn Emanuel Cannot Represent BMLP in the Same Matter Where It Previously Represented CCA.

38. The Supreme Court of New Jersey has held that RPC 1.9(a), in clear language, sets forth a “prohibition that precludes an attorney from engaging in the representation of an adverse client in the *same matter*” absent the former client’s written consent. *See Twenty-First Century Rail Corp. v. New Jersey Transit Corp.*, 210 N.J. 264, 275–76 (N.J. 2012) (emphasis added). No further inquiry is required as to whether client confidences were communicated to the attorney in the previous representation. *See id.* Quinn Emanuel’s current representation of BMLP and its previous representations of CCA have clearly occurred in the same matter.

39. Beginning with the most obvious, Quinn Emanuel is engaged to enforce the Baha Mar Judgment that BMLP obtained in the very same court proceeding where Quinn Emanuel advised CCA and appeared on CCA’s behalf. The Baha Mar Judgment that Quinn Emanuel is tasked to enforce is a product of the Baha Mar Litigation, where BMLP pursued contractual and fraud claims against “*China Construction America, Inc.*, now known as *CCA Construction, Inc.*;

CSCEC Bahamas, Ltd., CCA Bahamas Ltd.” See BMLP Baha Mar Complaint. Each of the named defendants — CCA, CSCECB, and CCA Bahamas — engaged Quinn Emanuel and entrusted the firm with defense against BMLP’s claims. Among other things, based on confidential information provided by CCA, Quinn Emanuel provided highly impactful legal advice and guidance to CCA and its affiliates regarding their defense strategy, discussed strategy to respond to BMLP’s litigation efforts, and appeared in the Trial Court as their advocate. Quinn Emanuel now represents BMLP “in connection with advising BMLP on strategies to collect on its judgment against *CCA Construction America, Inc., CCA Construction, Inc., CSCEC Bahamas, Ltd., CCA Bahamas Ltd.* and affiliated entities.” See Quinn Emanuel October 8, 2025 letter. There is perfect identity between the named defendants in the Baha Mar Litigation and the targets against which Quinn Emanuel is now seeking to enforce the judgment. In other words, Quinn Emanuel is seeking to switch from one side of the “v” to the other, turning against each of the clients that had previously relied on its advice and representation in the same litigation.

40. Quinn Emanuel’s representation of BMLP not only clashes with its prior role in the Baha Mar Litigation, but also conflicts with its representation of CCA in the broader dispute arising from the Baha Mar Project in other jurisdictions. In 2015, Quinn Emanuel provided legal advice to CCA and CCA Bahamas with respect to three legal proceedings in Delaware, the United Kingdom and the Bahamas, which all arose from the same allegations involving the delayed completion of the Baha Mar Project and the alleged breach by CCA and its affiliates under agreements related to the project. Quinn Emanuel made it abundantly clear, both in communications leading to its retention and in its advice to CCA, that it [REDACTED]

[REDACTED] Indeed, Quinn Emanuel’s plan all along was to begin as restructuring counsel and then “slowly move into any

litigation over the construction agreements.” *See* Levinson Decl., Exhibit 41 (Email dated September 3, 2015 from J. Tecce to F. Gay regarding Quinn Emanuel’s scope of representation). And, as Quinn Emanuel has advised CCA, [REDACTED] [REDACTED] *See* Levinson Decl., Exhibit 5 (Email dated August 19, 2015 from C. Worcester to T. Wu, et al., regarding “BML: Initial thoughts on how to be more aggressive”). By 2018 the Baha Mar Defendants formally retained Quinn Emanuel as “lead trial counsel” in the pending litigation with BMLP.

41. Quinn Emanuel’s prior representation of CCA and this chapter 11 case all result from the same parties, same contracts, same allegations, same defenses and same alleged injuries. Indeed, the risk of potentially onerous litigation in a United States court was front and center of Quinn Emanuel’s advice to CCA as far back as 2015. For example, a key question Quinn Emanuel considered was [REDACTED]

[REDACTED] *See* Levinson Decl., Exhibit 10 (Email dated September 15, 2015 from J. Tecce to T. Cheng, J. Tecce, D. Burnett, and M. Sheth regarding [REDACTED]). [REDACTED]

[REDACTED] *See* Levinson Decl., Exhibit 8 (Email dated September 9, 2015 from J. Tecce to F. Gay and M. Sheth regarding “Baha Mar”). The Baha Mar Litigation was a long-anticipated eventuality and a continuation of the Baha Mar dispute.

II. Quinn Emanuel’s Proposed Representation of BMLP is Also Substantially Related to the Baha Mar Litigation.

42. Whether or not this Court concludes that Quinn Emanuel represented BMLP and CCA in the same matter, BMLP’s enforcement of the Baha Mar Judgment is, at the very least, substantially related to the multiple legal proceedings where Quinn Emanuel represented CCA in connection with the Baha Mar Project.

43. Under RPC 1.9(a), as long as former and current matters are “substantially related,” Quinn Emanuel should be disqualified from now changing sides to represent BMLP. *See* RPC 1.9(a). In *City of Atl. City v. Trupos*, the New Jersey Supreme Court held that two matters are substantially related for the purpose of RPC 1.9(a) if “(1) the lawyer for whom disqualification is sought received confidential information from the former client that can be used against that client in the subsequent representation of parties adverse to the former client, or (2) facts relevant to the prior representation are both relevant and material to the subsequent representation.” *See City of Atl. City v. Trupos*, 201 N.J. 447, 451 (N.J. 2010). Either prong is sufficient for disqualification. Both are unquestionably satisfied here.

A. Quinn Emanuel acquired confidential information from its former engagement that can be used against CCA.

44. All information shared by a former client relating to the representation qualify as confidential information for the purpose of RPC 1.9(a), “regardless of the source or whether the client has requested it be kept confidential or whether disclosure of the information would be embarrassing or detrimental to the client.” *See Carreno v. City of Newark*, 834 F. Supp. 2d 217, 228 (D.N.J. 2011) (citing *Twenty-First Century RailCorp. v. N.J. Transit Corp.*, 419 N.J. Super. 343, 358 (App. Div. 2011), *rev’d on other grounds*, 210 N.J. 264 (2012)). “[C]lient information communicated from a client to an attorney is confidential within the meaning of Rule 1.9(a) even if otherwise disseminated or already in the public domain.” *See id.* (internal quotations omitted).

Further, “nothing in *Trupos* abandon[s] the principle that facts in an ethics-related case may be determined through reasonable inferences, as well as by means of circumstantial evidence.” *See id.* at 224.

45. To the extent Quinn Emanuel received information in the course of its representation of CCA, CSCECB, or CCA Bahamas, and *can* use the information against these former clients while representing BMLP, its successive engagements are considered substantially related and ground for disqualification under applicable ethical rules; this is true even if some of the information may be otherwise available to BMLP, such as through discovery in the Baha Mar Litigation or this chapter 11 case or through the New York Supreme Court’s decisions.

46. There can be no serious dispute that, in its prior role as CCA’s counsel, first in the 2015 proceedings and then as “lead trial counsel” in the Baha Mar Litigation, Quinn Emanuel received confidential information. Documents contained in Quinn Emanuel’s client files alone indicate that the firm received sensitive confidential records from CCA and its affiliates. For example, Quinn Emanuel received complete sets of agreements related to the Baha Mar Project, such as (1) the construction agreement; (2) the investors agreement among BML, BMLP and CSCECB; and (3) the credit facility agreement between BML and the Export-Import Bank of China (the “**EXIM Bank**”). Quinn Emanuel also received records associated with the effort to achieve substantial completion of the Baha Mar Project by March 27, 2015, including the minutes of a two-day meeting that took place in November 2014 among CCA Bahamas, BML, and EXIM Bank where the parties discussed March 27, 2015 as the targeted substantial completion date. In preparation for a factual development meeting on January 24, 2018, Quinn Emanuel also received notes totaling more than 20 pages of dense text where CCA and its affiliates reacted to parts of BMLP’s Complaint paragraph-by-paragraph and provided specific descriptions of the Baha Mar’s

construction. A defendant's notes and reactions about its view on specific allegations in a complaint may be the most sensitive information often provided to counsel. All of the abovementioned documents and others were shared with Quinn Emanuel with the expectation that they would be kept strictly confidential and that they would be protected as attorney-client communication and attorney work product.

47. On top of the confidential documents and records received as lead counsel for CCA and its affiliates, Quinn Emanuel also received highly sensitive confidential information by virtue of its regular interactions with senior executives, such as Ning Yuan, Tiger Wu, and Xiaomin Chen, and its participation in discussions on sensitive strategic matters. For example, Quinn Emanuel was intimately involved in helping CCA and its affiliates [REDACTED]

[REDACTED]

[REDACTED] In Eric Winston's own words, [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] *See* Levinson Decl., Exhibit 9 (Email dated September 12, 2015 from E. Winston to J. Tecce). This involvement gave Quinn Emanuel a deep insight into CCA's dealings with BMLP in connection with the Baha Mar Project, the circumstances giving rise to the project's delays, and the views held by key executives regarding BMLP and project.

48. Quinn Emanuel was also "in the room" when confidential discussions took place regarding the [REDACTED]

[REDACTED] *See* Levinson Decl., Exhibit 8 (Email dated September 9, 2015 from J. Tecce to F. Gay and M. Sheth regarding

“Baha Mar”). The transfer of the Baha Mar Project as approved by the Bahamian Supreme Court to Chow Tai Fook Enterprises, along with BMLP’s resulting loss of its investment in the project, is the primary event that prompted BMLP to pursue the Baha Mar Litigation that led to the Baha Mar Judgment that Quinn Emanuel is now trying to enforce against CCA and others.

49. Nor can there be serious dispute that the confidential information acquired by Quinn Emanuel can confer upon it an advantage when acting against its former clients, including CCA, with respect to enforcement of the Baha Mar Judgment. For example, arguing in favor of an examiner, counsel for BMLP stated during the Second Day Hearing: “I know this Court looks at things like an iceberg, okay. You see the top of the iceberg. You don’t see what’s going on underneath the surface. You have no idea what’s going on at the surface. We’re entitled to have an examiner do that.” *See* Levinson Decl., Exhibit 32 (Hr’g Tr., Feb. 13, 2025). Here, Quinn Emanuel was provided with a submarine view of CCA underneath the proverbial iceberg and, while the Debtor firmly rejects BMLP’s ongoing allegations, it is simply not appropriate for the Debtor’s former counsel to lead enforcement of the Baha Mar Judgment on behalf of BMLP.

B. Facts relevant to the Baha Mar Litigation are both relevant and material to BMLP’s effort to enforce the Baha Mar Judgment.

50. Beyond the confidential information that the Debtor previously shared with Quinn Emanuel when it served as its counsel, a substantial relationship exists between Quinn Emanuel’s successive engagements because facts relevant to the Baha Mar Litigation are relevant and material to BMLP’s judgment enforcement.

51. *First*, BMLP has repeatedly called CCA’s credibility into question in this chapter 11 case and relied on the fraud findings in the New York Supreme Court’s Trial Decision to contest CCA’s actions. *See, e.g.*, Levinson Decl., Exhibit 42 (Hr’g Tr., May 22, 2025), at 31.10–13. BMLP repeatedly cites the facts surrounding BMLP’s fraud allegations, both in 2015 and during

the Baha Mar Litigation as relevant to, and already deployed in furtherance of, BMLP's effort to challenge CCA's reorganization efforts and shape this chapter 11 case according to its preferences. *See, e.g.*, Dkt. No. 88 (BMLP examiner motion). Any attempt by Quinn Emanuel to somehow now argue that documents and information from that 2015-2018 time period are not relevant to the chapter 11 case would be contrary to BMLP's repeated mantra throughout the chapter 11 case.

52. *Second*, a key point of contention in the Baha Mar Litigation and CCA's appeal involves the theory of veil-piercing liability that BMLP raised to establish CCA's liability, even though CCA was not the parent or even a direct affiliate of CSCECB and CCA Bahamas. Veil-piercing likewise looms large in BMLP's efforts to enforce the Baha Mar Judgment. Indeed, BMLP's latest motion seeks standing to pursue claims against CSCEC Holding Company, Inc., including on a veil-piercing theory. *See* Dkt. 442. BMLP has further made clear its plan to target other entities on the organization chart and pursue against CCA's ultimate parent, CSCEC Ltd. *See* Levinson Decl., Exhibit 32 (Feb. 13, 2025 Hrg. Tr.), at 216. Facts underlying the disputes over veil-piercing in the Baha Mar Litigation and the discussions with CCA's executives of how the greater CCA family operated in connection with the Baha Mar Project will likely be relevant to BMLP's similar claims in judgment enforcement. Indeed, over CCA's objection on confidentiality grounds, the New York Supreme Court issued an order on October 8, 2025, permitting BMLP to utilize confidential information in the Baha Mar Litigation for the purpose of "any proceedings before this Court to enforce the Judgment, *In re CCA Construction, Inc.* 24-22548 (D.N.J.) and any related adversary proceedings, and any proceeding before any court relating to the enforcement or collection of the Judgment entered in this Action." *See* Levinson Decl., Exhibit 36 (Baha Mar Dkt. 772). This further demonstrates the close nexus between the

Baha Mar Litigation and BMLP's enforcement of the Baha Mar Judgment in CCA's bankruptcy case.

III. BMLP's Interests Are Materially Adverse to Those of CCA.

53. Another condition for disqualification under RPC 1.9(a) is that the attorney's subsequent client must hold interests "materially adverse to the interests of the former client." *See* RPC 1.9(a). Here, such material adversity clearly exists because BMLP seeks to enforce a crippling money judgment that threatens to lay ruin to CCA's business unless overturned on appeal, and CCA is committed to contesting the judgment. Quinn Emanuel's own engagement says as much. As Quinn Emanuel disclosed, it was engaged "in connection with advising BMLP on strategies to collect on its judgment *against* CCA Construction America, Inc., CCA Construction, Inc., CSCEC Bahamas, Ltd., CCA Bahamas Ltd. and affiliated entities." *See* Levinson Decl., Exhibit 3 (Quinn Emanuel Oct. 8, 2025 letter).

54. BMLP's adversity is also apparent based on the scorched-earth tactics it has deployed against CCA during this chapter 11 case. BMLP has challenged almost every action pursued by CCA without regard for the impact on CCA's estate, including CCA's motion to obtain post-petition financing, *see* Dkt. No. 128, at 5; CCA's motion for relief from the automatic stay to seek further appellate review by the New York State Court of Appeals, *see* Dkt. No. 128, at 3–4; and the independent investigation by CCA's special committee, *see* Dkt. No. 309, at 7. Most recently BMLP, as advised by Quinn Emanuel, filed a motion to revoke CCA's standing to pursue certain estate causes of action so BMLP could pursue those claims. *See* Dkt. No. 445.

55. Quinn Emanuel mistakenly takes the position that "its current representation of BMLP is not adverse to CCA." *See* Levinson Decl., Exhibit 3 (October 8, 2025 letter from Quinn). *See also* Levinson Decl., Exhibit 40 (September 25, 2025 letter from Quinn Emanuel) (noting that "CCA's estate and BMLP are fully aligned"). That is nonsensical, as evidenced by more than ten

years of hard-fought litigation between those parties, including BMLP's relentless campaign to derail this chapter 11 proceeding by contesting nearly every motion filed by CCA. It also flies in the face of well settled bankruptcy law recognizing the quintessential conflict between a debtor and a creditor in the same chapter 11 case. *See* 11 U.S.C. §327(a). There is no basis, nor has Quinn Emanuel even attempted to provide any legal support, for its novel proposition that representation of a creditor and debtor is permitted because their "interests are fully aligned" to maximize recoveries. This is especially true where, as here, the scope of Quinn Emanuel's engagement includes strategies to collect its judgment against the Debtor.

Notice

56. CCA will provide notice of this motion to: (i) the U.S. Trustee; (ii) the entities listed on the *List of Creditors Holding the 20 Largest Unsecured Claims*; (iii) Gibbons P.C., as counsel to BMLP; (iv) Quinn Emanuel Urquhart & Sullivan, LLP; (v) Lowenstein Sandler LLP, as counsel to CSCEC Holding Company, Inc.; (vi) the Internal Revenue Service; (vii) the Office of the United States Attorney for the District of New Jersey; and (viii) any party that has requested notice pursuant to Bankruptcy Rule 2002. In light of the nature of the relief requested, CCA respectfully submits that no further notice is necessary.

No Prior Request

57. No prior motion for the relief requested herein has been made to this or any other court.

WHEREFORE, CCA respectfully requests that the Court (a) enter the Order, substantially in the form attached hereto as **Exhibit A**, granting the relief requested herein, and (b) grant such other and further relief as is just and proper.

Dated: November 19, 2025

/s/ Michael D. Sirota

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EXHIBIT A

Proposed Order

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

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

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Co-Counsel to the Debtor and Debtor in Possession

In re:

CCA Construction, Inc.,¹

Debtor.

Case No. 24-22548 (CMG)

Chapter 11

Judge: Christine M. Gravelle

**ORDER GRANTING DEBTOR'S MOTION
TO DISQUALIFY QUINN EMANUEL URQUHART
& SULLIVAN, LLP FROM ACTING AS COUNSEL FOR BML PROPERTIES, LTD.**

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

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Debtor: CCA Construction, Inc.

Case No.: 24-22548 (CMG)

Caption of Order: Order Granting Debtor's Motion to Disqualify Quinn Emanuel Urquhart & Sullivan, LLP from Acting as Counsel for BML Properties, Ltd.

The relief set forth on the following pages, numbered two (2) through four (4), is

ORDERED.

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Debtor: CCA Construction, Inc.

Case No.: 24-22548 (CMG)

Caption of Order: Order Granting Debtor's Motion to Disqualify Quinn Emanuel Urquhart & Sullivan, LLP from Acting as Counsel for BML Properties, Ltd.

Upon the Motion (the “**Motion**”),² of the above-captioned debtor and debtor in possession (the “**Debtor**”) for entry of an order (this “**Order**”) disqualifying Quinn Emanuel Urquhart & Sullivan, LLP (“**Quinn Emanuel**”) from acting as counsel for BML Properties, Ltd. (“**BMLP**”), all as more fully set forth in the Motion; and the Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334 and the Standing Order of Reference to the Bankruptcy Court Under Title 11 of the United States District Court for the District of New Jersey, entered July 23, 1984, and amended on June 6, 2025 (Bumb, C.J.); and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that sufficient cause exists for the relief set forth herein; and this Court having found that the Debtor's notice of the Motion was appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Motion; and this Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and upon all of the proceedings had before the Court and after due deliberation and sufficient cause appearing therefor **IT IS HEREBY ORDERED THAT:**

1. The Motion is granted.
2. Pursuant to RPC 1.9 and 1.10(a) and Local Rule 9010-1, Quinn Emanuel is disqualified and precluded from acting as counsel for BMLP in connection with this bankruptcy case.
3. The *Order for Admission Pro Hac Vice of Eric Winston* [Dkt. 459] is hereby revoked.

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

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Debtor: CCA Construction, Inc.

Case No.: 24-22548 (CMG)

Caption of Order: Order Granting Debtor's Motion to Disqualify Quinn Emanuel Urquhart & Sullivan, LLP from Acting as Counsel for BML Properties, Ltd.

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