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

Co-Counsel to the Debtor and Debtor in Possession

COLE SCHOTZ P.C.
Michael D. Sirota
Warren A. Usatine
Felice R. Yudkin
Ryan T. Jareck
Court Plaza North, 25 Main Street
Hackensack, NJ 07601
Telephone: (201) 489-3000
Facsimile: (201) 489-1536
msirota@coleschotz.com
wusatine@coleschotz.com
fyudkin@coleschotz.com
rjareck@coleschotz.com

Co-Counsel to the Debtor and Debtor in Possession

UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF NEW JERSEY

In re:	Chapter 11
CCA Construction, Inc.,[1]	Case No. 24-22548 (CMG)
Debtor.	

DECLARATION OF SIDNEY P. LEVINSON IN SUPPORT OF DEBTOR'S MOTION FOR ENTRY OF AN ORDER DISQUALIFYING QUINN EMANUEL URQUHART & SULLIVAN, LLP 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.

I, Sidney P. Levinson, being duly sworn, state the following under penalty of perjury.

1. I am a partner in the law firm of Debevoise & Plimpton LLP ("**Debevoise**"), with an office at 66 Hudson Boulevard, New York, New York 10001. I am a member in good standing of the Bar of the State of New York. I was admitted to appear before this Court *pro hac vice* in this case on December 31, 2024 [ECF No. 64]. I represent the above-captioned debtor and debtor in possession, CCA Construction, Inc. ("**CCA**"), in this case.

2. I submit this declaration in support of the *Debtor's Motion for Entry of an Order Disqualifying Quinn Emanuel Urquhart & Sullivan, LLP as Counsel for BML Properties, Ltd.*

3. This declaration is based on a review of relevant records and personal knowledge.

4. Attached hereto as **Exhibit 1** is a true and correct excerpt of the transcript of the October 9, 2025 hearing before this Court.

5. Attached hereto as **Exhibit 2** is a true and correct copy of an invoice dated October 12, 2015, issued by Quinn Emanuel Urquhart & Sullivan, LLP ("**Quinn Emanuel**").

6. Attached hereto as **Exhibit 3** is a true and correct copy of a letter dated October 8, 2025, sent from Harry A. Olivar, Jr. at Quinn Emanuel to M. Natasha Labovitz at Debevoise.

7. Attached hereto as **Exhibit 4** is a true and correct copy of email correspondence sent on January 23, 2018, from Pengfei Yu to Faith Gay and Michael Curto, and copying Xiaomin Chen, Ning Yuan, Tiger Wu, and Dawei Wang, along with the attachments thereto.

8. Attached here to as **Exhibit 5** is a true and correct copy of email correspondence exchanged on August 19 and 20, 2015, among Tiger Wu, Xiaomin Chen, Corey Worcester, Faith Gay, James Tecce, Eric Winston, and Benjamin Finestone.

9. Attached hereto as **Exhibit 6** is a true and correct copy of email correspondence exchanged on August 26, 2015, among Eric Winston, Corey Worcester, Faith Gay, James Tecce,

and Benjamin Finestone, which does not include the attachment (a plan of reorganization) given its length.

10. Attached hereto as **Exhibit 7** is a true and correct copy of email correspondence exchanged on September 4, 2015, among Faith Gay, James Tecce, Manisha Sheth, Corey Worcester, and Xiaomin Chen.

11. Attached hereto as **Exhibit 8** is a true and correct copy of email correspondence exchanged on September 9, 2015, among Manisha Sheth, James Tecce, Faith Gay, Michael Curto, and Tiger Wu.

12. Attached hereto as **Exhibit 9** is a true and correct copy of email correspondence exchanged on September 12, 2015, between Eric Winston and James Tecce.

13. Attached hereto as **Exhibit 10** is a true and correct copy of email correspondence exchanged on September 14 to 15, 2015, among Manisha Sheth, Tai-Heng Cheng, James Tecce, David Burnet, and Corey Worcester.

14. Attached hereto as **Exhibit 11** is a true and correct copy of email correspondence exchanged on September 15 to 16, 2015, among James Tecce, Faith Gay, Manisha Sheth, Corey Worcester, Eric Kay, Tiger Wu, Dawei Wang, and Xiaomin Chen.

15. Attached hereto as **Exhibit 12** is a true and correct copy of email correspondence exchanged on January 7 to 8, 2018, among Corey Worcester, Tiger Wu, Xiaomin Chen, Pengfei Yu, and Dawei Wang.

16. Attached hereto as **Exhibit 13** is a true and correct copy of an Engagement Letter dated January 11, 2018, for the engagement of Quinn Emanuel as counsel for CCA, CSCEC (Bahamas), Ltd., and CCA (Bahamas), Ltd.

17. Attached hereto as **Exhibit 14** is a true and correct copy of email correspondence exchanged on January 12 to 13, 2018, among Homer Meng, Xiaomin Chen, Tiger Wu, Dawei Wang, Pengfei Yu, Luming Gao, Mason Li, Sharon Zhang, Ning Yuan, Trish Qu, Corey Worcester, Faith Gay, Jennifer Garrett, Michael Curto, Joseph Walker, Robert Peckar, and Patrick Greene.

18. Attached hereto as **Exhibit 15** is a true and correct copy of email correspondence sent on January 15, 2018, from Patrick Greene to Jennifer Barrett and Corey Worcester, and copying Michael Curto, Joseph Walker, Robert Peckar, Xiaomin Chen, and Tiger Wu, along with attachments thereto.

19. Attached hereto as **Exhibit 16** is a true and correct copy of email correspondence sent on January 17, 2018, from Michael Curto to Faith Gay and Corey Worcester, and copying Xiaomin Chen, Tiger Wu, Robert Peckar, Patrick Greene, and Joseph Walker.

20. Attached hereto as **Exhibit 17** is a true and correct copy of email correspondence exchanged on January 15 to 23, 2018, among Patrick Greene, Faith Gay, Corey Worcester, Xiaomin Chen, Tiger Wu, Joseph Walker, and Michael Curto, along with an attachment thereto.

21. Attached hereto as **Exhibit 18** is a true and correct copy of email correspondence exchanged on January 11 to 12, 2018, among Pengfei Yu, Tiger Wu, Xiaomin Chen, Corey Worcester, and Caitlin Garvey.

22. Attached hereto as **Exhibit 19** is a true and correct copy of email correspondence sent on January 13, 2018, from Corey Worcester to Tiger Wu and Xiaomin Chen, and copying Faith Gay and Jennifer Barrett.

23. Attached hereto as **Exhibit 20** is a true and correct copy of email correspondence exchanged on January 16, 2018, among Corey Worcester, Xiaomin Chen, and Tiger Wu.

24. Attached hereto as **Exhibit 21** is a true and correct copy of an invoice dated February 14, 2018, issued by Quinn Emanuel.

25. Attached hereto as **Exhibit 22** is a true and correct copy of email correspondence sent on January 23, 2018, from Pengfei Yu to Faith Gay and Michael Curto, and copying Xiaomin Chen, Ning Yuan, Tiger Wu, and Dawei Wang, along with an attachment thereto.

26. Attached hereto as **Exhibit 23** is a true and correct copy of email correspondence sent on January 24, 2018, from Pengfei to Faith Gay, Michael Curto, and copying Xiaomin Chen, Ning Yuan, Tiger Wu, and Dawei Wang, along with an attachment thereto.

27. Attached hereto as **Exhibit 24** is a true and correct copy of a Notice of Appearance, dated January 16, 2018, and submitted by Corey Worcester to the Supreme Court of the State of New York, County of New York.

28. Attached hereto as **Exhibit 25** is a true and correct copy of a Notice of Appearance, dated January 16, 2018, and submitted by Faith Gay to the Supreme Court of the State of New York, County of New York.

29. Attached hereto as **Exhibit 26** is a true and correct copy of a Notice of Appearance, dated January 16, 2018, and submitted by Jennifer Barrett to the Supreme Court of the State of New York, County of New York.

30. Attached hereto as **Exhibit 27** is a true and correct copy of a Notice of Appearance, dated January 16, 2018, and submitted by Guyon Knight to the Supreme Court of the State of New York, County of New York.

31. Attached hereto as **Exhibit 28** is a true and correct copy of a Notice of Appearance, dated January 16, 2018, and submitted by Hope Skibitsky to the Supreme Court of the State of New York, County of New York.

32. Attached hereto as **Exhibit 29** is a true and correct copy of a Joint Stipulation of Extension of Time for Defendants to Answer or Otherwise Respond to the Complaint, dated January 16, 2018, and submitted to the Supreme Court of the State of New York, County of New York by Morison Cohen LLP and Glaser Weil Fink Howard Avchen & Shapiro LLP, as counsel for BML Properties Ltd. ("**BMLP**"), and Quinn Emanuel, as counsel for CCA, CSCEC (Bahamas), Ltd., and CCA (Bahamas), Ltd.

33. Attached hereto as **Exhibit 30** is a true and correct copy of a draft Defendants' Responses and Objections to Plaintiff's First Set of Requests for the Production of Documents to Defendants, which is dated February 7, 2018 and prepared by Quinn Emanuel.

34. Attached hereto as **Exhibit 31** is a true and correct copy of a Consent to Change Attorney, dated February 16, 2018, and submitted to the Supreme Court of the State of New York, County of New York by Quinn Emanuel, Selendy & Gay PLLC, and CCA.

35. Attached hereto as **Exhibit 32** is a true and correct excerpt of the February 13, 2025 hearing before this Court.

36. Attached hereto as **Exhibit 33** is a true and correct copy of a Winding Up Petition, dated January 15, 2025, and submitted by BMLP to the Supreme Court of the Bahamas.

37. Attached hereto as **Exhibit 34** is a true and correct copy of a Winding Up Petition, dated January 14, 2025, and submitted by BMLP to the Supreme Court of the Bahamas.

38. Attached hereto as **Exhibit 35** is a true and correct copy of a letter, dated October 6, 2025, and submitted by Susman Godfrey LLP to Justice Andrew Borrok of the Supreme Court of the State of New York, County of New York.

39. Attached hereto as **Exhibit 36** is a true and correct copy of an Order, filed October 8, 2025, and issued by Justice Andrew Borrok of the Supreme Court of the State of New York, County of New York.

40. Attached hereto as **Exhibit 37** is a true and correct copy of a letter, dated September 19, 2025, from M. Natasha Labovitz at Debevoise to Eric Winston at Quinn Emanuel.

41. Attached hereto as **Exhibit 38** is a true and correct copy of a letter, dated October 3, 2025, from M. Natasha Labovitz at Debevoise to Eric Winston at Quinn Emanuel.

42. Attached hereto as **Exhibit 39** is a true and correct copy of a letter, dated October 14, 2025, from M. Natasha Labovitz at Debevoise to Harry A. Olivar, Jr. at Quinn Emanuel.

43. Attached hereto as **Exhibit 40** is a true and correct copy of a letter, dated September 25, 2025, from Eric Winston at Quinn Emanuel to M. Natasha Labovitz at Debevoise.

44. Attached hereto as **Exhibit 41** is a true and correct copy of email correspondence exchanged on September 3, 2015, among Faith Gay, James Tecce, and Manisha Sheth.

45. Attached hereto as **Exhibit 42** is a true and correct excerpt of the transcript of the May 22, 2025 hearing before this Court.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge and belief.

/s/ Sidney P. Levinson
Sidney P. Levinson

Dated: November 19, 2025
New York, New York

EXHIBIT 1

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

IN THE MATTER OF:	Case No. 24-22548(CMG)
	Chapter 11
	Trenton, New Jersey
CCA CONSTRUCTION	
	October 9, 2025
Debtor,	

TRANSCRIPT OF HEARING
BEFORE THE HONORABLE CHRISTINE M. GRAVELLE
UNITED STATES BANKRUPTCY JUDGE

APPEARANCES:

For the Debtor: COLE SCHOTZ
BY: WARREN USATINE, ESQ.
DANIEL HARRIS, ESQ.
25 Main St.
Hackensack, NJ 07601

For the Debtor: DEBEVOISE & PLIMPTON
BY: ERICA S. WEISGERBER, ESQ.
M. NATASHA LABOVITZ, ESQ
MARK GOODMAN, ESQ.
66 Hudson Boulevard
New York, NY 10001

For Committee: Independent Directors: DUANE MORRIS
BY: MORRIS BAUER, ESQ.
200 Campus Drive
Suite 300
Florham Park, NJ 07932

ECRO Operator: Michael Brown

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ADDITIONAL APPEARANCES:

For DIP Lender: CSCEC Holding
LOWENSTEIN SANDLER
BY: ANDREW BEHLMANN, ESQ.
MICHAEL KAPLAN, ESQ.
COLLEEN RESTEL, ESQ.
RASMEET CHAHIL, ESQ.
One Lowenstein Drive
Roseland, NJ 07068

For BML Properties:
GIBBONS PC
BY: BRETT S. THEISEN, ESQ.
ROBERT MALONE, ESQ.
KYLE McEVILLY, ESQ.
One Gateway Center
Newark, NJ 07102

QUINN EMANUEL URQUHART & SULLIVAN
BY: ERIC WINSTON, ESQ.
865 S. Figueroa St., 10th Floor
Los Angeles, CA 90017

I N D E X

THE COURT: Okay, good morning. Why don't we start out with your introductions, your, put your names on the record, please.

MR. USATINE: Good morning, Your Honor, Warren Ustine, Dan Harris, Cole Shotz, on behalf of the Debtor.

THE COURT: Thank you.

MS. WEISGERBER: Good morning, Your Honor, Erica Weisgerber, joined by Natasha Lebovitz, and Mark Goodman, for CCA.

MR. GOODMAN: Good morning, Your Honor.

THE COURT: Good morning, Thank you.

MR. BAUER: Good morning, Your Honor, Moe Bauer, Duane Morris, on behalf of the Special Committee of Independent Directors.

MR. BEHLMAN: Good morning, Your Honor, Andrew Behlmann, from Lowenstein Sandler, on behalf of CSCEC Holding, along with my partners, Michael Kaplan and Colleen Restel, and our colleague Rasmeet Chahil.

THE COURT: Thank you. Mr. Malone.

MR. MALONE: Good morning, Your Honor, Robert Malone, Brett Theisen and Kyle McEvilly from Gibbons, PC. With us today, I think a face who may have been familiar from another case, is Eric Winston, he's been admitted pro hac vice, from Quinn Emanuel.

THE COURT: Great, thank you. Okay.

MS. WEISGERBER: Your Honor, before we begin, I need to ask to put a statement on the record about the new counsel who's appeared in the court on behalf of BMLP. In August, Mr. Winston from Quinn Emanuel filed a notice of appearance in this case. And that was very surprising to us because Quinn Emanuel has previously represented CCA against BMLP in the very New York litigation that Your Honor has heard so much about that is currently on appeal to the New York Court of Appeals. The very case that represented -- that resulted in the judgment that has brought us here today.

On September 2nd --

THE COURT: This is becoming more of a soap opera than it's been so far. But keep going.

MS. WEISGERBER: On September 2nd, Your Honor, we spoke with Mr. Winston to confirm our understanding that Quinn had previously represented CCA in that litigation and to better understand how Quinn conceivably could believe that it was appropriate for them to appear on behalf of BMLP now in this bankruptcy, as well as to reserve our rights on the issue.

Surprisingly, Quinn appears to be taking the position that not only is this bankruptcy not the same case as the New York litigation, but that it's not substantially related to the New York litigation where Quinn represented CCA.

Given how much BMLP's filings in this bankruptcy focus on that New York litigation and the underlying facts in it, that's very confusing to us. Based on our initial conversations with Quinn, we were under the impression that a small group of lawyers had handled the matter and left Quinn Emanuel years ago. However, we learned last night in a letter from Quinn's general counsel that there are at least 11 lawyers currently at Quinn Emanuel that worked on the CCA litigation on behalf of CCA against BMLP, and that are currently walled off from this litigation that Quinn itself had determined needed to be walled off from this litigation.

Over the past few weeks, we've exchanged a couple of rounds of letters with Quinn requesting additional information to assess their claims, including their contention that they did not receive any confidential information in the prior matter that would be material to the current matter. It's very hard to reconcile a contention that Quinn received no confidential information and that lawyers had left the firm who handled the matter, with last night's letter identifying 11 lawyers involved in the matter on behalf of CCA who are still at Quinn Emanuel.

Your Honor, out of professional respect for other members of the bar, we believe it's appropriate to have all the facts before we would rush into this court with a motion to disqualify. It's something that we do not take lightly, which is why we are taking our time to understand the facts and to engage with Quinn on this issue. But that said, we don't want our cautious approach to the issue to be viewed as complacency or any indication that we think Quinn Emanuel's appearance on behalf of BMLP in this bankruptcy is appropriate. So we thought it was important to first put this on the record and reserve all rights and remedies on the issue.

THE COURT: Well, wait. You said the pro hac motion was filed in August, but you guys didn't object.

MS. WEISGERBER: We did not object. We reached out to discuss with them to understand what their position was, and we've engaged in rounds of writing letters with them. We've also recently requested the client's file to better assess their contention that they did not receive any confidential information from CCA that would be material to this matter.

THE COURT: Okay.

MS. WEISGERBER: We're waiting to receive that.

THE COURT: Okay. So what's the other side of the story?

MR. MALONE: I'm going to defer to our counsel, Mr. Winston.

THE COURT: Thank you.

MR. WINSTON: Good morning, Your Honor. Eric Winston of Quinn Emanuel on behalf of the judgment creditor. And it's nice to see you again. I was here last year actually opposing my colleagues in the MiR Scientific case, but I'm happy to be back.

So more than happy to address Your Honor's concerns if there are any, but just to make sure everyone knows what the record actually is. As Your Honor pointed out, yes, I filed a pro hac vice motion in August. Our motion for confirmation about direct claims and derivative standing was also filed in August. September 2, Ms. Lebovitz called me and said, can we talk about this matter, which I will get to in a second. I said, sure. We responded that day. They said, okay, we'll take it under advisement.

On September 19, so 17 days later, they sent a letter asking for more information, within a week. Six days later, so we did it a day earlier, we sent the information they requested. Again, heard nothing until October 2nd, when they sent a follow-up letter asking for a response by yesterday. And we gave the response by yesterday as they requested. They did not raise the issue in their objection that was filed on September 8. There's been multiple meetings. In fact, that's part of the evidence or maybe part of the evidence Your Honor considers today. We were even involved. Has never raised any concerns.

And the answer is very easy. When BMLP filed its lawsuit in 2017 in New York, our firm was initially retained. Less than a month later, the lead partner left to form her own firm and took the matter with her. There were several attorneys that were left over that didn't go with that person. Those are the people that we’ve walled off.

In addition, which counsel doesn't perhaps know, is that years earlier, our firm had represented CCA in a completely unrelated matter and as a matter of policy of our firm whenever we represent a former client, we wall people off. That's why the list seems longer than was involved in that case in 2017.

As they, I think, correctly note, the matters are not substantially related because the judgment is what it is. It's on appeal. Maybe it gets reversed. We're not involved in that at all. But this is now a collection matter. And in fact, the ---

THE COURT: And you're saying you never represented, you personally.

MR. WINSTON: Me? No. Absolutely not. And so the wall is prophylactic because that's what we do. I'm sure Debevois does and I'm sure other firms do that as well. I have no idea whether we even have things from seven years ago, which is why when they finally asked for the file, we couldn't deliver it because it's seven years old. Who knows whether anything still exists? But we're looking.

The substantial related test under New Jersey law, which is very similar to New York law, requires it to be effectively identical. And they know that there's case law that says that when you are representing a creditor of a bankruptcy estate trying to -- I mean, this is not even a question of trying to establish liability in this case. That's not the issue. It's where we actually have common ground. In fact, our motion is all about whether the process by which we seek to collect assets from third parties, whose pursuit is the better way to go. And in fact, their objection makes that point.

So not only is that substantially related, there's commonality of interest. It's just a difference of how we're doing it.

On top of that, no, there's been no confidential information I or my team has had access to. It's impossible for it to happen. Moreover, and this is just the legal test, 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.

THE COURT: Okay, so thank you for sharing all this. But what am I supposed to do about any of it? He's allowed to proceed, right? And nobody's filed a motion to say he can't. I'm not sure what you want.

MS. WEISGERBER: We haven't filed a motion yet, Your Honor. But we certainly don't want the fact that we have not yet filed a motion to be viewed as a waiver of our right to do so as we investigate and get more information on this. I think it's very concerning, Your Honor, frankly. But I do believe.

THE COURT: No I understand. I understand. But you're not saying that he can't speak today?

MS. WEISGERBER: We don't think it's appropriate. But we recognize we haven't filed a motion to disqualify, so it's with Your Honor. But again, we think it's most important to make clear that we're reserving our rights on this issue.

THE COURT: Understood.

MS. WEISGERBER: And we reserve the right to file a motion to disqualify pending receipt of the client file and further investigation of the underlying facts.

THE COURT: Understood. And thank you for sharing that. Thank you, Your Honor.

THE COURT: Okay. All right, so what are we doing? Are we ready to proceed with the motion?

MR. WINSTON: I think we should proceed, and I think we should start with the standing motion, if that's okay with Your Honor.

THE COURT: Okay.

MR. WINSTON: Mr. Malone is here.

MR. MALONE: I'm here. The standing motion is going to be handled by my colleague, unless the court's going to say that he can't argue it.

THE COURT: No, he can argue it.

MR. MALONE: Okay, thank you.

MR. WINSTON: Good morning, Your Honor. Eric Winston

EXHIBIT 2

[FILED UNDER SEAL]

EXHIBIT 3

quinn emanuel trial lawyers | los angeles
865 South Figueroa Street, 10th Floor, Los Angeles, California 90017-2543 | TEL (213) 443-3000 FAX (213) 443-3100

WRITER'S DIRECT DIAL NO.
(213) 443-3176

WRITER'S EMAIL ADDRESS
harryolivar@quinnemanuel.com

October 8, 2025

Via Electronic Mail

M. Natasha Labovitz
Debevoise & Plimpton LLP
66 Hudson Boulevard
New York, NY 10001
nlabovitz@debevoise.com

Re: *In re CCA Construction, Inc*: Case No. 24-22548 (CMG) – Retention of Quinn Emanuel

Dear Ms. Labovitz:

I am General Counsel for Quinn Emanuel Urquhart & Sullivan, LLP ("Quinn Emanuel"). Your October 3, 2025 letter requesting information about the ethical screening procedures our Firm has implemented in connection with our representation of BML Properties Ltd. ("BMLP") has been referred to me for a response.

As previously explained in Eric Winston's September 25, 2025 letter to you, and as I understand it, Quinn Emanuel's prior representation of CCA Construction Inc. ("CCA") involved unrelated matters that have no substantial relationship to the current Chapter 11 case. As Mr. Winston also noted in his letter, our current representation of BMLP is not adverse to CCA. Nonetheless, out of an abundance of caution, we implemented a formal ethical screen on July 15, 2025, the day we opened our matter for BMLP, via memorandum to all firm personnel.

The following Quinn Emanuel attorneys who previously worked on matters for CCA (the "CCA Team") are subject to the ethical screen and are prohibited from accessing any information relating to the BMLP representation and from providing any CCA information to the BMLP team:

1. Caitlin Garvey
2. Connie Kim
3. Corey Worcester
4. Courtney C. Whang
5. Elinor C. Sutton

6. Hope Skibitsky
7. James C. Tecce
8. Jeffrey Matthews
9. Jennifer J. Barrett
10. Manisha M. Sheth
11. Rachel Logan

Similarly, members of the BMLP Team (Eric M. Kay, Eric Winston, Lance Frankel, and Mike Carlinsky) are prohibited from accessing or discussing with the CCA team any information or materials relating to the prior CCA representation. The ethical screen is supported by our Firm's information security infrastructure, ensuring that CCA's data is segregated by client-matter and protected by granular role-based access controls.

Our engagement letter with BMLP, executed July 16, 2025, provides that we are representing BML Properties, Ltd. 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.

I acknowledge CCA's request for file materials from our Firm's prior representation. I have forwarded your request to the appropriate departments who are in the process of gathering those materials and will arrange for their production to you as soon as possible.

As stated in Mr. Winston's letter, our firm has taken appropriate steps to ensure CCA's confidential information is protected and that our current representation of BMLP complies with applicable ethical rules. I trust this information addresses your concerns. Please let me know if you have further questions.

Very truly yours,

Harry A. Olivar, Jr.

EXHIBIT 4

[FILED UNDER SEAL]

EXHIBIT 5

[FILED UNDER SEAL]

EXHIBIT 6

[FILED UNDER SEAL]

EXHIBIT 7

[FILED UNDER SEAL]

EXHIBIT 8

[FILED UNDER SEAL]

EXHIBIT 9

[FILED UNDER SEAL]

EXHIBIT 10

[FILED UNDER SEAL]

EXHIBIT 11

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EXHIBIT 12

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EXHIBIT 15

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EXHIBIT 16

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EXHIBIT 17

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EXHIBIT 18

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EXHIBIT 19

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EXHIBIT 20

[FILED UNDER SEAL]

EXHIBIT 21

[FILED UNDER SEAL]

EXHIBIT 22

[FILED UNDER SEAL]

EXHIBIT 23

[FILED UNDER SEAL]

EXHIBIT 24

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

BML PROPERTIES LTD., Plaintiff, v. CHINA CONSTRUCTION AMERICA, INC., NOW KNOWN AS CCA CONSTRUCTION, INC.; CSCEC (BAHAMAS), LTD.; CCA (BAHAMAS), LTD., and DOES 1-10, Defendants.	Index No. 657550/2017

NOTICE OF APPEARANCE

PLEASE TAKE NOTICE that Corey Worcester of the law firm of Quinn Emanuel Urquhart & Sullivan, LLP accepts service of the summons and complaint on behalf of defendants CCA (Bahamas), Ltd. and CSCEC (Bahamas), Ltd., and appears as counsel for China Construction America, Inc., now known as CCA Construction, Inc.; CSCEC (Bahamas), Ltd.; and CCA (Bahamas), Ltd. (collectively "Defendants") in the above-captioned case and for the purpose of being added to the list of NYSCEF notice recipients.

Please email notices of all filings on NYSCEF in the above-captioned case to coreyworcester@quinnemanuel.com. I certify that I am admitted to practice before this Court.

DATED: New York, New York
January 16, 2018

QUINN EMANUEL URQUHART &
SULLIVAN, LLP

By /s/ Corey Worcester
Corey Worcester
51 Madison Avenue, 22nd Floor
New York, New York 10010
(212) 849-7000
Attorney for Defendants

EXHIBIT 25

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

BML PROPERTIES LTD., Plaintiff, v. CHINA CONSTRUCTION AMERICA, INC., NOW KNOWN AS CCA CONSTRUCTION, INC.; CSCEC (BAHAMAS), LTD.; CCA (BAHAMAS), LTD., and DOES 1-10, Defendants.	Index No. 657550/2017

NOTICE OF APPEARANCE

PLEASE TAKE NOTICE that Faith Gay of the law firm of Quinn Emanuel Urquhart & Sullivan, LLP accepts service of the summons and complaint on behalf of defendants CCA (Bahamas), Ltd. and CSCEC (Bahamas), Ltd., and appears as counsel for China Construction America, Inc., now known as CCA Construction, Inc.; CSCEC (Bahamas), Ltd.; and CCA (Bahamas), Ltd. (collectively "Defendants") in the above-captioned case and for the purpose of being added to the list of NYSCEF notice recipients.

Please email notices of all filings on NYSCEF in the above-captioned case to faithgay@quinnemanuel.com. I certify that I am admitted to practice before this Court.

DATED: New York, New York
January 16, 2018

QUINN EMANUEL URQUHART &
SULLIVAN, LLP

By /s/ Faith Gay
Faith Gay
51 Madison Avenue, 22nd Floor
New York, New York 10010
(212) 849-7000
Attorney for Defendants

EXHIBIT 26

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

BML PROPERTIES LTD., Plaintiff, v. CHINA CONSTRUCTION AMERICA, INC., NOW KNOWN AS CCA CONSTRUCTION, INC.; CSCEC (BAHAMAS), LTD.; CCA (BAHAMAS), LTD., and DOES 1-10, Defendants.	Index No. 657550/2017

NOTICE OF APPEARANCE

PLEASE TAKE NOTICE that Jennifer Barrett of the law firm of Quinn Emanuel Urquhart & Sullivan, LLP accepts service of the summons and complaint on behalf of defendants CCA (Bahamas), Ltd. and CSCEC (Bahamas), Ltd., and appears as counsel for China Construction America, Inc., now known as CCA Construction, Inc.; CSCEC (Bahamas), Ltd.; and CCA (Bahamas), Ltd. (collectively "Defendants") in the above-captioned case and for the purpose of being added to the list of NYSCEF notice recipients.

Please email notices of all filings on NYSCEF in the above-captioned case to jenniferbarrett@quinnemanuel.com. I certify that I am admitted to practice before this Court.

DATED: New York, New York
January 16, 2018

QUINN EMANUEL URQUHART &
SULLIVAN, LLP

By /s/ Jennifer Barrett

Jennifer Barrett
51 Madison Avenue, 22nd Floor
New York, New York 10010
(212) 849-7000
Attorney for Defendants

EXHIBIT 27

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

BML PROPERTIES LTD., Plaintiff, v. CHINA CONSTRUCTION AMERICA, INC., NOW KNOWN AS CCA CONSTRUCTION, INC.; CSCEC (BAHAMAS), LTD.; CCA (BAHAMAS), LTD., and DOES 1-10, Defendants.	Index No. 657550/2017

NOTICE OF APPEARANCE

PLEASE TAKE NOTICE that Guyon Knight of the law firm of Quinn Emanuel Urquhart & Sullivan, LLP accepts service of the summons and complaint on behalf of defendants CCA (Bahamas), Ltd. and CSCEC (Bahamas), Ltd., and appears as counsel for China Construction America, Inc., now known as CCA Construction, Inc.; CSCEC (Bahamas), Ltd.; and CCA (Bahamas), Ltd. (collectively "Defendants") in the above-captioned case and for the purpose of being added to the list of NYSCEF notice recipients.

Please email notices of all filings on NYSCEF in the above-captioned case to guyonknight@quinnemanuel.com. I certify that I am admitted to practice before this Court.

DATED: New York, New York
January 16, 2018

QUINN EMANUEL URQUHART &
SULLIVAN, LLP

By /s/ Guyon Knight

Guyon Knight
51 Madison Avenue, 22nd Floor
New York, New York 10010
(212) 849-7000
Attorney for Defendants

EXHIBIT 28

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

BML PROPERTIES LTD., Plaintiff, v. CHINA CONSTRUCTION AMERICA, INC., NOW KNOWN AS CCA CONSTRUCTION, INC.; CSCEC (BAHAMAS), LTD.; CCA (BAHAMAS), LTD., and DOES 1-10, Defendants.	Index No. 657550/2017

NOTICE OF APPEARANCE

PLEASE TAKE NOTICE that Hope Skibitsky of the law firm of Quinn Emanuel Urquhart & Sullivan, LLP accepts service of the summons and complaint on behalf of defendants CCA (Bahamas), Ltd. and CSCEC (Bahamas), Ltd., and appears as counsel for China Construction America, Inc., now known as CCA Construction, Inc.; CSCEC (Bahamas), Ltd.; and CCA (Bahamas), Ltd. (collectively "Defendants") in the above-captioned case and for the purpose of being added to the list of NYSCEF notice recipients.

Please email notices of all filings on NYSCEF in the above-captioned case to hopeskibitsky@quinnemanuel.com. I certify that I am admitted to practice before this Court.

DATED: New York, New York
January 16, 2018

QUINN EMANUEL URQUHART & SULLIVAN, LLP

By /s/ Hope Skibitsky

Hope Skibitsky
51 Madison Avenue, 22nd Floor
New York, New York 10010
(212) 849-7000
Attorney for Defendants

EXHIBIT 29

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

BML PROPERTIES LTD., Plaintiff, v. CHINA CONSTRUCTION AMERICA, INC., NOW KNOWN AS CCA CONSTRUCTION, INC.; CSCEC (BAHAMAS), LTD.; CCA (BAHAMAS), LTD., and DOES 1-10, Defendants.	Index No. 657550/2017

JOINT STIPULATION OF EXTENSION OF TIME FOR DEFENDANTS TO ANSWER OR OTHERWISE RESPOND TO THE COMPLAINT

Plaintiff BML Properties Ltd. and Defendants China Construction America, Inc., now known as CCA Construction, Inc., CSCEC (Bahamas), Ltd., and CCA (Bahamas), Ltd. have conferred and agree to an extension of time for Defendants to answer or otherwise respond to the Complaint and to subsequent deadlines respecting any motion filed in lieu of an answer, as follows:

1. Defendants shall file an answer or otherwise respond to the Complaint no later than **Tuesday, March 27, 2018**.
2. Plaintiff shall file any opposition to any motion in lieu of an answer filed by Defendants no later than **Monday, June 11, 2018.**
3. Defendants shall file any reply to Plaintiff's opposition no later than **Wednesday, July 11, 2018.**

Respectfully submitted,

PLAINTIFF BML PROPERTIES LTD.,

By its attorneys,

Morrison Cohen LLP

/s/ Malcom I. Lewin
Malcom I. Lewin
David B. Saxe
909 Third Avenue
New York, NY 10022
(201) 735-8600

Glaser Weil Fink Howard Avchen & Shapiro LLP
Peter C. Sheridan
Pete Slevin
(pro hac vice applications pending)
10250 Constellation Boulevard
Los Angeles, CA 90067
(310) 553-3000

DEFENDANTS CHINA CONSTRUCTION, INC., NOW KNOWN AS CCA CONSTRUCTION, INC.; CSCEC (BAHAMAS), LTD.; and CCA (BAHAMAS), LTD.,

By their attorneys,

Quinn Emanuel Urquhart & Sullivan, LLP

/s/ Corey Worcester
Faith Gay
Jennifer Barrett
Corey Worcester
Guyon Knight
Hope Skibitsky
51 Madison Avenue, 22nd Floor
New York, NY 10010
(212) 849-7000

DATED: January 16, 2018

EXHIBIT 30

[FILED UNDER SEAL]

EXHIBIT 31

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

BML PROPERTIES LTD., Plaintiff, v. CHINA CONSTRUCTION AMERICA, INC., NOW KNOWN AS CCA CONSTRUCTION, INC.; CSCEC (BAHAMAS), LTD.; CCA (BAHAMAS), LTD., and DOES 1-10, Defendants.	Index No. 657550/2017 **CONSENT TO CHANGE ATTORNEY**

IT IS HEREBY CONSENTED that, pursuant to C.P.L.R. § 321, Selendy & Gay PLLC be substituted as attorneys of record for Defendants CHINA CONSTRUCTION AMERICA, INC., NOW KNOWN AS CCA CONSTRUCTION, INC., CSCEC (BAHAMAS) LTD., and CCA (BAHAMAS) LTD., in the above captioned action in place of and stead of Quinn Emanuel Urquhart & Sullivan, LLP, undersigned attorneys, as of the date hereof.

Dated: February 16, 2018
New York, New York

By: _*/s/ Corey Worcester*_______________
Corey Worcester
coreyworcester@quinnemanuel.com
Jennifer Barrett
jenniferbarrett@quinnemanuel.com
Guyon Knight
guyonknight@quinnemanuel.com
Hope Skibitsky
hopeskibitsky@quinnemanuel.com

QUINN EMANUEL URQUHART & SULLIVAN LLP
51 Madison Avenue, 22nd Floor
New York, New York 10010
Telephone: (212) 849-7000
Facsimile: (212) 849-7100

BY: _*/s/ David Elsberg*_________________
David Elsberg
delsberg@selendygay.com
Faith Gay
fgay@selendygay.com

SELENDY & GAY PLLC
1290 Avenue of the Americas, 17th Floor
New York, New York 10022
Telephone: (212) 390-9000

Consented:

By: _*/s/ Xiaomin Chen*___________________
Xiaomin Chen
General Counsel

China Construction America, Inc.
525 Washington Boulevard, 31st Floor
Jersey City, NJ 07310

EXHIBIT 32

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

```
x- - - - - - - - - - - - - - - - x Case No. 24-22548(CMG)
IN THE MATTER OF:                . Chapter 11
                                 . Trenton, New Jersey
    CCA CONSTRUCTION             .
                                 . February 13, 2025
          Debtor,                .
- - - - - - - - - - - - - - - - -.
```

TRANSCRIPT OF HEARING
BEFORE THE HONORABLE CHRISTINE M. GRAVELLE
UNITED STATES BANKRUPTCY JUDGE

APPEARANCES:

For the Debtor: COLE SCHOTZ
BY: FELICE YUDKIN, ESQ.
25 Main St.
Hackensack, NJ 07601

DEBEVOISE & PLIMPTON
BY: ERICA S. WEISGERBER, ESQ.
M. NATASHA LABOVITZ, ESQ
MARK GOODMAN, ESQ.
MOLLY MAASS, ESQ.
66 Hudson Boulevard
New York, NY 10001

For BML Properties: GIBBONS PC
BY: BRETT S. THEISEN, ESQ.
ROBERT MALONE, ESQ.
KYLE McEVILLY, ESQ.
CHRISTOPHER ANTON, ESQ.
One Gateway Center
Newark, NJ 07102

ECRO Operator: Bruce Jackson

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www.tgribbentranscription.com

ADDITIONAL APPEARANCES:

For CSCEC Holding: LOWENSTEIN SANDLER
BY: MICHAEL KAPLAN, ESQ.
ANDREW BEHLMANN, ESQ.
RASMEET CHAHIL, ESQ.
NICOLE FULFREE, ESQ.
One Lowenstein Drive
Roseland, NJ 07068

APPEARING VIA ZOOM:

For US Trustee: OFFICE OF UNITED STATES TRUSTEE
BY: PETER D'AURIA, ESQ.
FRAN STEELE, ESQ.
One Newark Center
1085 Raymond Boulevard, Suite 2100
Newark, NJ 07102

I N D E X

THE COURT: I know but --

MR. MALONE: 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. There is no creditors committee. Really, if you really want to get down to this, this is a two party decision between our client and the debtor, okay. Maybe this case should be dismissed because of that.

But we think it is valid to have an examiner with a scope. We can all talk about what it is and we can argue back and forth. I don't know if we should do it until the US Trustee weighs in, whatever. But this is not going to be a narrow scope on like one or two discreet issues. This is really the look at the way this thing was set up and see if maybe there's something with respect --

THE COURT: The way what thing was set up?

MR. MALONE: The way these companies are set up and the way the money has been moved around and --

THE COURT: But isn't that post judgment discovery? That's not what we're doing --

MR. MALONE: Judge, they took advance of this Court --

THE COURT: -- in Bankruptcy Court.

MR. MALONE: And if they took advantage of this

Court --

THE COURT: Well, so did you.

MR. MALONE: No, we didn't. No, we didn't.

THE COURT: Look at all the discovery you got before a DIP financing motion.

MR. MALONE: Judge, we haven't got a lot. We really haven't. We have three witnesses. We've sent out, yes, over 70 2004 examination notices. That's true, okay. But we haven't had any, we got motions to quash all over the place. They are --

THE COURT: So why should your discovery though, why should the post judgment discovery in this bankruptcy be paid for by the debtor?

MR. MALONE: Judge, we're entitled --

THE COURT: And there are other creditors here.

MR. MALONE: Well, there really aren't but we can get into that at another day.

THE COURT: Wasn't there a million something other creditors? So there sort of is I think.

MR. MALONE: Well, I respectfully beg to differ.

THE COURT: If you could explain to me, Mr. Malone --

MR. MALONE: Judge, I think that there is no --

THE COURT: -- what it is you need to know --

MR. MALONE: -- creditors committee. I think there should be an investigation as to how the money operated, why things have happened in this case. I think we've laid it out I think a little bit in our motion.

UNIDENTIFIED WOMAN: Your Honor, can I make a suggestion?

MR. THEISEN: I would just --

THE COURT: Let Mr. Theisen say what he needs to say.

MR. MALONE: He originally was going to argue this so I mean that's fine.

MR. THEISEN: Well, I just want to answer your question, Your Honor, which is what are we looking for and it's in our proposed order at paragraph three. We said we would like the examiner to be authorized to investigate the historical and ongoing relationship including conflicts of interest between CCA and its nondebtors, including the parent and the ultimate parent.

THE COURT: Why?

MR. THEISEN: Well, because, well, for one --

THE COURT: Because we've already approved the DIP financing.

MR. THEISEN: Well, for one there's a history of, there's a history of a lot of money going out the door back and forth. That's the other thing, the potential for causes of action, potential avoidance actions, whether there's breaches of fiduciary duty, whatever the estate claims --

THE COURT: Well, see that I agree.

EXHIBIT 33

...WEALTH OF THE BAHAMAS 2025/COM/bnk/

...UPREME COURT

...ial Division

...ATTER OF

INTERNATIONAL BUSINESS COMPANIES ACT, CH. 309
(as amended by the International Business Companies (Winding Up Amendment) Act, 2011)

AND

CCA BAHAMAS, LTD.

WINDING UP PETITION

TO THE SUPREME COURT

The humble petition of **BML PROPERTIES LTD.** (the "**Petitioner**"), a company incorporated under the *International Business Companies Act*, Ch. 309 ("**IBCA**") of the Statute Laws of the Commonwealth of The Bahamas, and whose registered office is situated at Ocean Centre, Montagu Foreshore, East Bay Street, P.O. Box SS-19084, Nassau, N.P., The Bahamas, shows that –

1. CCA Bahamas, Ltd. (the "**Company**") was incorporated on 21 April 2009 as an International Business Company under the IBCA and having registration number 156613.

2. The Company's registered office is situated at Caves Corporate Centre, Building A, Blake Road & West Bay Street, 1st Floor, P.O. Box N-3944, Nassau, N.P., The Bahamas with its registered agent as Trident Trust Company (Bahamas) Limited of the same address.

3. The authorised share capital of the Company is issued in the currency of the United States of America (USD) and is One Thousand Dollars (USD $1,000.00) divided into One Thousand (1,000) shares each having a par value of one dollar (USD $1).

4. The Objects for which the Company was established, per Article 4 of the Memorandum of Association, are as follows:

"(a) To carry on the business of an investment company and for that purpose to acquire (by original subscription, contract, tender purchase or exchange underwriting) and to hold, in the name of the Company or of any nominee, share stocks, debentures, debenture stocks, bonds, notes, obligations or securities and to subscribe for the same subject to such terms and conditions (if any) as may be thought fit.

(b) To exercise and enforce all rights and powers conferred by or incident to the ownership of any such share stock obligations or other securities including without prejudice to the generality of the foregoing all such powers of veto or control as may be conferred by virtue of the holding by the Company of some special proportion of the issued or nominal amount thereof and to provide managerial and other executive supervisory and consultancy services for or in relation to any company in which the Company is interested upon such terms as may be thought fit.

(c) To buy, own, hold, subdivide, lease, sell, rent, prepare building sites, construct, reconstruct, alter, improve, decorate, furnish, operate, maintain, reclaim, or otherwise deal with and/or develop land and buildings and otherwise deal in real estate in all its branches, to make advances upon the security of land or houses or other property or any interest therein, and whether erected or in course of erection and whether on first mortgage or charge or subject to a prior mortgage or mortgages or charge or charges, and to develop land and buildings as may seem expedient but without prejudice to the generality of the foregoing.

(d) To carry on the business of merchants of any kind, nature or description, and the sale or rendering of related products and services, and the employment of the necessary personnel therefor.

(e) Without prejudice to the generality of the foregoing paragraphs: to purchase, sell, exchange, lease, manage, hold, trade, invest in all kinds of movable or immovable property merchandise, commodities, effects, products, services of any kind, nature or description, to carry out any type of commercial or financial operation, to receive and/or pay royalties, commissions and other income or outgoings of any kind, to purchase, construct, charter, own, operate, manage, administer transport, vessels of any kind and their appurtenances and related services and agencies; to sell or render related services and employ the necessary personnel therefor.

(f) To buy, sell, underwrite, invest in exchange or otherwise acquire, and to hold, manage, develop, deal with and turn to account any bonds, debentures, shares (whether fully paid or not), stocks, options, commodities, futures, forward contracts notes, or securities of governments, states, municipalities, public authorities or public or private limited or unlimited companies in any part of the world, precious metals, gems, works of art and other articles of value, and whether on a cash or margin basis and including short sales, and to lend money against the security of any of the aforementioned property.

(g) To borrow or raise money from, but not restricted to, banks by the issue of debentures, debenture stock (perpetual or terminable), bonds, mortgages, or any other securities founded or based upon all or any of the assets or property of the Company or without any such security and upon such terms as to priority or otherwise as the Company shall think fit.

(h) To engage in any other business or businesses whatsoever, or in any act or activity, which are not prohibited under any law for the time being in force in The Bahamas.

(i) To do all such other things as are incidental to or which the Company may believe to be conducive to the attainment of all or any of the above objects."

5. To the Petitioner's knowledge, at all material times the Company carried on and/or purported to carry on business as the construction manager and general contractor of the construction of the Baha Mar Hotel and Resort, Nassau, The Bahamas. To the Petitioner's belief and understanding, the Company is the immediate parent company of Neworld One Bay Street Limited and Strategic Property Holding Limited which in turn are understood to own the British Colonial Hilton Hotel and the Margaritaville Beach Resort Nassau, The Bahamas.

6. The grounds on which the Petitioner seeks an order winding-up the Company are:

a. The Company is a judgment debtor of the Petitioner in the sum of USD 1,642,598,493.15, including pre-judgment interest at the rate of 9% per annum ("**NY Judgment Debt**") pursuant to a judgment ("**NY Judgment**") entered on 31 October 2024 in proceedings No. 657550/2017 ("**NY Proceedings**") by the Supreme Court of the State of New York, County of New York in the United States of America.

b. The Petitioner commenced the NY Proceedings on 26 December 2017 against the Company and certain associated companies, namely – CCA Construction, Inc. ("**CCA Inc**"), a company organised under the laws of the State of Delaware, and CSCEC (Bahamas) Ltd. ("**CSCECB**"), a Bahamian company incorporated under the IBCA.

c. The Company and the said associated companies are jointly and severally the judgment debtors ("**Judgment Debtors**") with respect to the NY Judgment Debt. The NY Judgment followed a bench trial in the NY Proceedings that transpired between 1-15 August 2024, with each of the Judgment Debtors by their attorneys appearing and fully participating.

d. The Judgment Debtors being jointly and severally liable for the NY Judgment Debt, the Company is liable for the whole of the NY Judgment Debt with interest that continues to accrue at the rate of 9% per annum.

e. On 1 November 2024, the Judgment Debtors filed a notice of appeal against the NY Judgment in the Supreme Court of New York, Appellate Division, First Department (the "**First Department**") together with a final request for a stay of enforcement of the NY Judgment pending the determination of their appeal (the "**Stay Application**").

f. On 4 November 2024, the First Department granted an interim stay of the NY Judgment.

g. On 19 December 2024, the First Department denied the Stay Application and vacated the interim stay.

h. To date, the Company has failed and/or refused to pay or satisfy any part of the NY Judgment Debt, which remains fully enforceable as against it, or to make any offer to the Petitioner to secure or compound the same.

i. In the premises, the Company is insolvent within the meaning of s.186(c) of the *Companies Act*, Ch. 308 as it is unable to pay the NY Judgment Debt that is overdue; and/or the value of the NY Judgment Debt exceeds the Company's assets and accordingly the Company should be wound-up by this Honourable Court.

Particulars of Insolvency

7. The Company has stated that it is unable to pay the NY Judgment Debt, a debt now due, and that its value exceeds the value of the Company's assets. The Petitioner will refer to the following:

a. Notwithstanding that, per the NY Judgment, the NY Judgment Debt was due and payable as of 31 October 2024, the Company has failed and/or refused to pay the same.

b. Under penalty of perjury, affirmations were made on behalf of the Company and the Judgment Debtors in connection with the NY Proceedings and the Stay Application as follows –

i. Per the Company's United States attorney, Mark P Goodman in an affirmation dated 1 November 2024 ("**Goodman Aff. 1**") that:

> "*…as Defendants are largely illiquid entities collectively worth a fraction of the Judgment… the Judgment's size means that if Plaintiff is allowed to commence enforcement proceedings, Defendants will be forced into insolvency.*" (Goodman Aff. 1 ¶5);

ii. Per Neil Pedersen (Exhibit C to Goodman Aff. 1), a reputedly independent appeal bond agent, in his affirmation dated 31 October 2024 concluded, based on various of the Judgment Debtors' audited and unaudited financial statements for 2019 – 2024, that:

> "*...obtaining any appeal bond, let alone a bond for $1.98 billion, is impossible under the circumstances in this case*" (Pedersen Aff. ¶19); and
>
> "*Knowing that there is a billion-dollar liability <u>with no ability to satisfy it</u> prevents a surety company from issuing an appeal bond of any size without collateral, and indeed no surety I spoke to was willing to provide any bond here*" (Pedersen Aff. ¶23) (emphasis added);

iii. Per Genguo Ju (Exhibit F to Goodman Aff. 1), the Company's Executive Vice President, in his affirmation dated 1 November 2024, that:

> "[the Company's] *only significant assets are its interests in two subsidiaries, which together own two hotels in Nassau, Bahamas"* and that *"[t]he combined value of the two hotels <u>is a mere fraction of the judgment</u>*" (Ju Aff. ¶¶1, 3) (emphasis added)

iv. Per Mark P Goodman in his further affirmation dated 18 November 2024 ("**Goodman Aff. 2**"), referring to Goodman Aff. 1, Pedersen Aff and Ju Aff., that:

> "*These were not "conclusory affidavits" (contra Opp. Br. 4). The affirmations were made under penalty of perjury by individuals with personal knowledge of the relevant materials. Messieurs McMahon, Fu, and Ju are senior executives at their respective companies, well-versed in the financial states and conditions of each company; each affirmed that judgment-enforcement <u>would render their companies insolvent</u>*" (Goodman Aff. 2 ¶29)
>
> (Goodman Aff. 1, Pedersen Aff, Ju Aff, and Goodman Aff. 2, together the "**Insolvency Admissions**");

c. In the light of the Insolvency Admissions, it is manifest that the Company is unable to pay the NY Judgment Debt and also that the value of its liabilities exceeds its assets.

d. By reason of the foregoing, the Company is both *cash flow* insolvent and *balance sheet* insolvent within both limbs of the meaning of 'insolvent' provided in section 187(a) and (b) of the *Companies Act*.

8. In the circumstances stated above (and for such further or other reasons stated in affidavits filed in support hereof), it is just and equitable that the Company should be wound up.

9. Pursuant to the *Insolvency Practitioners' Rules, 2012*, your Petitioner hereby nominates for appointment jointly as official liquidators of the Company, **SIMON TOWNEND** and **JEAN K GREEN-THOMPSON** of KPMG Bahamas Ltd., 5th Floor, Montague Sterling Centre, Nassau, N.P., The Bahamas, each being a qualified insolvency practitioner, and **JAMES NEILL**, of KPMG Ireland, The Soloist Building, 1 Lanyon Place, Belfast, Northern Ireland, BT1 3LP, being a foreign practitioner – each consenting to act or such other qualified insolvency and/or foreign practitioners nominated by the Petitioner.

Your Petitioner therefore humbly prays that –

(1) The Company be wound up in accordance with the *Companies Act* and IBCA;

(2) **SIMON TOWNEND** and **JEAN K GREEN-THOMPSON** of KPMG Bahamas Ltd., 5th Floor, Montague Sterling Centre, Nassau, N.P., The Bahamas and **JAMES NEILL**, of KPMG Ireland, The Soloist Building, 1 Lanyon Place, Belfast, Northern Ireland, BT1 3LP be appointed as official liquidators jointly to carry out the winding up of the Company without security;

(3) Pursuant to section 205 of *the Companies Act*, as applicable to the winding up of International Business Companies by the provisions of the IBCA, the official liquidators be authorised to carry out the duties and functions of an official liquidator with general powers specified in Part II of the *Fourth Schedule* of the *Companies Act*;

(4) Costs of this Petition be paid out of the Company's estate; and

(5) Such other order or direction be made as the Court thinks fit.

AND your Petitioner will ever pray.

DATED the 13 day of January 2025

DELANEY PARTNERS

DELANEY PARTNERS
Attorneys for the Petitioner

NOTE: This Petition is intended to be served on the Company as follows:

(1) The Company's Registered Office
Caves Corporate Centre
Building A, Blake Road & West Bay Street
1st Floor,
P.O. Box N-3944
Nassau, N.P., The Bahamas

(2) The Company's Registered Agent
Trident Trust Company (Bahamas) Limited
Caves Corporate Centre
Building A, Blake Road & West Bay Street
1st Floor
P.O. Box N-3944
Nassau, N.P., The Bahamas

This Petition was presented by **DELANEY PARTNERS** whose address for service is 5th Floor, Lyford Cay House, Western Road, Lyford Cay P O Box CB-13007, Nassau, N.P., The Bahamas, Attorneys for the Petitioner.

NOTICE OF HEARING

TAKE NOTICE THAT the hearing of this petition will take place at the Supreme Court, Bank Lane, Nassau, The Bahamas on the day of A.D., 2025 at o'clock in the -noon or so soon thereafter as counsel may be heard.

Any correspondence or communication with the Court relating to the hearing of this petition should be addressed to the Registrar of the Commercial Division of the Supreme Court, Bank Lane, Nassau, N.P., The Bahamas.

COMMONWEALTH OF THE BAHAMAS

IN THE SUPREME COURT

Commercial Division

IN THE MATTER OF

INTERNATIONAL BUSINESS COMPANIES ACT, Ch. 309
(as amended by the International Business Companies (Winding Up Amendment) Act, 2011)

AND

CSCEC (BAHAMAS), LTD.

WINDING UP PETITION

2025/COM/bnk/

DELANEY PARTNERS

DELANEY PARTNERS
Chambers
Lyford Cay House, 5th Floor
Western Road, Lyford Cay
Nassau, NP, The Bahamas
Attorneys for the Petitioner
[client.matter]

EXHIBIT 34

WEALTH OF THE BAHAMAS **2025/COM/bnk/**

JPREME COURT

ial Division

ATTER OF

INTERNATIONAL BUSINESS COMPANIES ACT, CH. 309
(as amended by the International Business Companies (Winding Up Amendment) Act, 2011)

AND

CSCEC (BAHAMAS), LTD.

WINDING UP PETITION

TO THE SUPREME COURT

The humble petition of **BML PROPERTIES LTD.** (the "**Petitioner**"), a company incorporated under the *International Business Companies Act*, Ch. 309 ("**IBCA**") of the Statute Laws of the Commonwealth of The Bahamas, and whose registered office is situated at Ocean Centre, Montagu Foreshore, East Bay Street, P.O. Box SS-19084, Nassau, N.P., The Bahamas, shows that –

1. CSCEC (Bahamas), Ltd. (the "**Company**") was incorporated on 21 April 2009 as an International Business Company under the IBCA and having registration number 156612.

2. The Company's registered office is situated at Caves Corporate Centre, Building A, Blake Road & West Bay Street, 1st Floor, P.O. Box N-3944, Nassau, N.P., The Bahamas with its registered agent as Trident Trust Company (Bahamas) Limited of the same address.

3. The authorised share capital of the Company is issued in the currency of the United States of America (USD) and is One Thousand Dollars (USD $1,000.00) divided into One Thousand (1,000) shares each having a par value of one dollar (USD $1).

4. The Objects for which the Company was established, per Article 4 of the Memorandum of Association, are as follows:

"(a) To carry on the business of an investment company and for that purpose to acquire (by original subscription, contract, tender purchase or exchange underwriting) and to hold, in the name of the Company or of any nominee, share stocks, debentures, debenture stocks, bonds, notes, obligations or securities and to subscribe for the same subject to such terms and conditions (if any) as may be thought fit.

(b) To exercise and enforce all rights and powers conferred by or incident to the ownership of any such share stock obligations or other securities including without prejudice to the generality of the foregoing all such powers of veto or control as may be conferred by virtue of the holding by the Company of some special proportion of the issued or nominal amount thereof and to provide managerial and other executive supervisory and consultancy services for or in relation to any company in which the Company is interested upon such terms as may be thought fit.

(c) To buy, own, hold, subdivide, lease, sell, rent, prepare building sites, construct, reconstruct, alter, improve, decorate, furnish, operate, maintain, reclaim, or otherwise deal with and/or develop land and buildings and otherwise deal in real estate in all its branches, to make advances upon the security of land or houses or other property or any interest therein, and whether erected or in course of erection and whether on first mortgage or charge or subject to a prior mortgage or mortgages or charge or charges, and to develop land and buildings as may seem expedient but without prejudice to the generality of the foregoing.

(d) To carry on the business of merchants of any kind, nature or description, and the sale or rendering of related products and services, and the employment of the necessary personnel therefor.

(e) Without prejudice to the generality of the foregoing paragraphs: to purchase, sell, exchange, lease, manage, hold, trade, invest in all kinds of movable or immovable property merchandise, commodities, effects, products, services of any kind, nature or description, to carry out any type of commercial or financial operation, to receive and/or pay royalties, commissions and other income or outgoings of any kind, to purchase, construct, charter, own, operate, manage, administer transport, vessels of any kind and their appurtenances and related services and agencies; to sell or render related services and employ the necessary personnel therefor.

(f) To buy, sell, underwrite, invest in exchange or otherwise acquire, and to hold, manage, develop, deal with and turn to account any bonds, debentures, shares (whether fully paid or not), stocks, options, commodities, futures, forward contracts notes, or securities of governments, states, municipalities, public authorities or public or private limited or unlimited companies in any part of the world, precious metals, gems, works of art and other articles of value, and whether on a cash or margin basis and including short sales, and to lend money against the security of any of the aforementioned property.

(g) To borrow or raise money from, but not restricted to, banks by the issue of debentures, debenture stock (perpetual or terminable), bonds, mortgages, or any other securities founded or based upon all or any of the assets or property of the Company or without any such security and upon such terms as to priority or otherwise as the Company shall think fit.

(h) To engage in any other business or businesses whatsoever, or in any act or activity, which are not prohibited under any law for the time being in force in The Bahamas.

(i) To do all such other things as are incidental to or which the Company may believe to be conducive to the attainment of all or any of the above objects."

5. To the Petitioner's knowledge, at all material times the Company carried on or purported to carry on business as the minority joint venture partner with the Petitioner in the construction of the Baha Mar Hotel and Resort, Nassau, The Bahamas.

6. The grounds on which the Petitioner seeks an order winding-up the Company are:

a. The Company is a judgment debtor of the Petitioner in the sum of USD 1,642,598,493.15, including pre-judgment interest at the rate of 9% per annum ("**NY Judgment Debt**") pursuant to a judgment ("**NY Judgment**") entered on 31 October 2024 in proceedings No. 657550/2017 ("**NY Proceedings**") by the Supreme Court of the State of New York, County of New York in the United States of America.

b. The Petitioner commenced the NY Proceedings on 26 December 2017 against the Company and certain associated companies, namely – CCA Construction, Inc. ("**CCA Inc**"), a company organised under the laws of the State of Delaware, and CSCEC (Bahamas) Ltd. ("**CSCECB**"), a Bahamian company incorporated under the IBCA.

c. The Company and the said associated companies are jointly and severally the judgment debtors ("**Judgment Debtors**") with respect to the NY Judgment Debt. The NY Judgment followed a bench trial in the NY Proceedings that transpired between 1-15 August 2024, with each of the Judgment Debtors by their attorneys appearing and fully participating.

d. The Judgment Debtors being jointly and severally liable for the NY Judgment Debt, the Company is liable for the whole of the NY Judgment Debt with interest that continues to accrue at the rate of 9% per annum.

e. On 1 November 2024, the Judgment Debtors filed a notice of appeal against the NY Judgment in the Supreme Court of New York, Appellate Division, First Department (the "**First Department**") together with a final request for a stay of enforcement of the NY Judgment pending the determination of their appeal (the "**Stay Application**").

f. On 4 November 2024, the First Department granted an interim stay of the NY Judgment.

g. On 19 December 2024, the First Department denied the Stay Application and vacated the interim stay.

h. To date, the Company has failed and/or refused to pay or satisfy any part of the NY Judgment Debt, which remains fully enforceable as against it, or to make any offer to the Petitioner to secure or compound the same.

i. In the premises, the Company is insolvent within the meaning of s.186(c) of the *Companies Act*, Ch. 309 as it is unable to pay the NY Judgment Debt that is overdue; and/or the value of the NY Judgment Debt exceeds the Company's assets and accordingly the Company should be wound-up by this Honourable Court.

Particulars of Insolvency

7. The Company has stated that it is unable to pay the NY Judgment Debt, a debt now due, and that its value exceeds the value of the Company's assets. The Petitioner will refer to the following:

a. Notwithstanding that, per the NY Judgment, the NY Judgment Debt was due and payable as of 31 October 2024, the Company has failed and/or refused to pay the same.

b. Under penalty of perjury, affirmations were made on behalf of the Company and the Judgment Debtors in connection with the NY Proceedings and the Stay Application as follows –

i. Per the Company's United States attorney, Mark P Goodman in an affirmation dated 1 November 2024 ("**Goodman Aff. 1**") that:

> "*…as Defendants are largely illiquid entities collectively worth a fraction of the Judgment… the Judgment's size means that if Plaintiff is allowed to commence enforcement proceedings, Defendants will be forced into insolvency.*" (Goodman Aff. 1 ¶5);

ii. Per Neil Pedersen (Exhibit C to Goodman Aff. 1), a reputedly independent appeal bond agent, in his affirmation dated 31 October

2024 concluded, based on various of the Judgment Debtors' audited and unaudited financial statements for 2019 – 2024, that:

> "*...obtaining any appeal bond, let alone a bond for $1.98 billion, is impossible under the circumstances in this case*" (Pedersen Aff. ¶19); and
>
> "*Knowing that there is a billion-dollar liability with no ability to satisfy it prevents a surety company from issuing an appeal bond of any size without collateral, and indeed no surety I spoke to was willing to provide any bond here*" (Pedersen Aff. ¶23) (emphasis added);

iii. Per Xin Fu (Exhibit E to Goodman Aff. 1), the Company's President, in his affirmation dated 1 November 2024, that:

> "[the Company] *has no meaningful assets beyond its counterclaims in this case. The trial court dismissed those counterclaims in its Judgment entered October 31, 2024*" and "*[i]f enforcement of the judgment is not stayed pending appeal, CSCECB will be rendered insolvent*" (Fu Aff. ¶¶3, 5) (emphasis added)

iv. Per Mark P Goodman in his further affirmation dated 18 November 2024 ("**Goodman Aff. 2**"), referring to Goodman Aff. 1, Pedersen Aff and Ju Aff., that:

> "*These were not "conclusory affidavits" (contra Opp. Br. 4). The affirmations were made under penalty of perjury by individuals with personal knowledge of the relevant materials. Messieurs McMahon, Fu, and Ju are senior executives at their respective companies, well-versed in the financial states and conditions of each company; each affirmed that judgment-enforcement would render their companies insolvent*" (Goodman Aff. 2 ¶29)
>
> (Goodman Aff. 1, Pedersen Aff, Ju Aff, and Goodman Aff. 2, together the "**Insolvency Admissions**");

c. In the light of the Insolvency Admissions, it is manifest that the Company is unable to pay the NY Judgment Debt and also that the value of its liabilities exceeds its assets.

d. By reason of the foregoing, the Company is both *cash flow* insolvent and *balance sheet* insolvent within both limbs of the meaning of 'insolvent' provided in section 187(a) and (b) of the *Companies Act*.

8. In the circumstances stated above (and for such further or other reasons stated in affidavits filed in support hereof), it is just and equitable that the Company should be wound up.

9. Pursuant to the *Insolvency Practitioners' Rules, 2012*, your Petitioner hereby nominates for appointment jointly as official liquidators of the Company, **SIMON TOWNEND** and **JEAN K GREEN-THOMPSON** of KPMG Bahamas Ltd., 5th Floor, Montague Sterling Centre, Nassau, N.P., The Bahamas, each being a qualified insolvency practitioner, and **JAMES NEILL**, of KPMG Ireland, The Soloist Building, 1 Lanyon Place, Belfast, Northern Ireland, BT1 3LP, being a foreign practitioner – each consenting to act or such other qualified insolvency and/or foreign practitioners nominated by the Petitioner.

Your Petitioner therefore humbly prays that –

(1) The Company be wound up in accordance with the *Companies Act* and IBCA;

(2) **SIMON TOWNEND** and **JEAN K GREEN-THOMPSON** of KPMG Bahamas Ltd., 5th Floor, Montague Sterling Centre, Nassau, N.P., The Bahamas and **JAMES NEILL**, of KPMG Ireland, The Soloist Building, 1 Lanyon Place, Belfast, Northern Ireland, BT1 3LP be appointed as official liquidators jointly to carry out the winding up of the Company without security;

(3) Pursuant to section 205 of *the Companies Act*, as applicable to the winding up of International Business Companies by the provisions of the IBCA, the official liquidators be authorised to carry out the duties and functions of an official liquidator with general powers specified in Part II of the *Fourth Schedule* of the *Companies Act*;

(4) Costs of this Petition be paid out of the Company's estate; and

(5) Such other order or direction be made as the Court thinks fit.

AND your Petitioner will ever pray.

DATED the 13 day of January 2025

DELANEY PARTNERS

DELANEY PARTNERS

Attorneys for the Petitioner

NOTE: This Petition is intended to be served on the Company as follows:

(1) The Company's Registered Office
Caves Corporate Centre
Building A, Blake Road & West Bay Street
1st Floor,
P.O. Box N-3944
Nassau, N.P., The Bahamas

(2) The Company's Registered Agent
Trident Trust Company (Bahamas) Limited
Caves Corporate Centre
Building A, Blake Road & West Bay Street
1st Floor
P.O. Box N-3944
Nassau, N.P., The Bahamas

This Petition was presented by **DELANEY PARTNERS** whose address for service is 5th Floor, Lyford Cay House, Western Road, Lyford Cay P O Box CB-13007, Nassau, N.P., The Bahamas, Attorneys for the Petitioner.

NOTICE OF HEARING

TAKE NOTICE THAT the hearing of this petition will take place at the Supreme Court, Bank Lane, Nassau, The Bahamas on the day of A.D., 2025 at o'clock in the -noon or so soon thereafter as counsel may be heard.

Any correspondence or communication with the Court relating to the hearing of this petition should be addressed to the Registrar of the Commercial Division of the Supreme Court, Bank Lane, Nassau, N.P., The Bahamas.

COMMONWEALTH OF THE BAHAMAS

IN THE SUPREME COURT

Commercial Division

IN THE MATTER OF

INTERNATIONAL BUSINESS COMPANIES ACT, Ch. 309
(as amended by the International Business Companies (Winding Up Amendment) Act, 2011)

AND

CSCEC (BAHAMAS), LTD.

WINDING UP PETITION

2025/COM/bnk/

DELANEY PARTNERS

DELANEY PARTNERS
Chambers
Lyford Cay House, 5th Floor
Western Road, Lyford Cay
Nassau, NP, The Bahamas
Attorneys for the Petitioner
[client-matter]

EXHIBIT 35

SUSMAN GODFREY L.L.P.
A REGISTERED LIMITED LIABILITY PARTNERSHIP
ONE MANHATTAN WEST
NEW YORK, NEW YORK 10001-8602
(212) 336-8330
FAX (212) 336-8340
WWW.SUSMANGODFREY.COM

SUITE 5100
1000 LOUISIANA STREET
HOUSTON, TEXAS 77002-5096
(713) 651-9366

SUITE 1400
1900 AVENUE OF THE STARS
LOS ANGELES, CALIFORNIA 90067-6029
(310) 789-3100

SUITE 3000
401 UNION STREET
SEATTLE, WASHINGTON 98101-2683
(206) 516-3880

JACOB W. BUCHDAHL
DIRECT DIAL (212) 336-8342

E-MAIL JBUCHDAHL@SUSMANGODFREY.COM

October 6, 2025

VIA NYSCEF & E-MAIL

The Honorable Justice Andrew Borrok
Supreme Court, NY County
60 Centre Street, Room 624
New York, NY 10007

Re: *BML Properties Ltd. v. China Construction America, Inc. et al.*,
Index No. 657550/2017

Dear Justice Borrok:

Pursuant to Rule 5 of Part 53's Practices and Procedures regarding Motion Practice, Plaintiff BML Properties, Ltd. ("BMLP") respectfully requests permission to make a discovery motion (or in the alternative, if the Court prefers, to address the matter in a Teams conference) to resolve a time-sensitive discovery dispute.

This dispute concerns discovery relevant to enforcement of the $1.6 billion Judgment this Court entered on October 31, 2024 (the "Judgment"), which remains wholly unsatisfied. Despite meeting and conferring in good faith, the parties have been unable to resolve this dispute. The dispute is time-sensitive because BMLP seeks to use the documents at issue in support of BMLP's applications in the Bahamas to wind up CCAB and CSCECB, and in opposition to their applications seeking to strike out BMLP's winding-up applications. Last week, on September 25, 2025, The Bahamas court set those applications for hearing on <u>December 9 and 10</u>, 2025. The parties are discussing the schedule for submissions in advance of those hearings, but BMLP expects that it will need to submit evidence in <u>the next few weeks</u>. BMLP will update this Court as soon as the parties finalize that schedule. In the meantime, although we recognize that it is a short time-frame, to avoid prejudice, BMLP respectfully requests that the Court do what it can to resolve the dispute this month. BMLP is prepared to address this dispute within 1 business day in whatever procedure the Court wishes to follow, whether by joining a Teams conference or filing an order to show cause.

BMLP served CPLR 5224(a)(2) subpoenas duces tecum on Defendants/Judgment Debtors CSCEC (Bahamas), Ltd. ("CSCECB") and CCA Bahamas, Ltd. ("CCAB") seeking documents relevant to the enforcement of the Judgment. BMLP seeks to use those documents in other court proceedings, including in the Bahamas, where BMLP seeks to wind up both CCAB and CSCECB on the basis of their admitted insolvency, and where CCAB and CSCECB have sought to strike out BMLP's winding up applications. The documents sought by BMLP's subpoenas are critical evidence given that, despite CCAB's and CSCECB's sworn statements that they are unable to pay the Judgment and that their only meaningful assets are Bahamian hotel holdings, they are opposing and seeking to strike out the winding up applications.

However, CSCECB and CCAB object to BMLP's use of these documents in the Bahamas proceedings, and they have blocked BLMP's use of the documents by designating their production as "Confidential" under the Protective Order entered to govern pre-trial discovery in this action (NYSCEF No. 29, attached here as **Exhibit A** for reference). That Protective Order, entered under CPLR 3103(a), restricts use of documents produced thereunder to "this action." By its terms and purpose, that Protective Order governed pre-trial discovery only. Post-judgment discovery is instead subject to CPLR 5240. CSCECB and CCAB must therefore obtain a new protective order under that provision if they seek restrictions, which they have not sought.

Nevertheless, BMLP is willing to agree that Article 52 discovery will be governed by the terms of a protective order substantially the same as the CPLR 3103(a) protective order, provided that it is modified to allow BMLP to use these documents in proceedings related to enforcement or collection of the Judgment in "*this Court or any other court*," including the Bahamas proceedings.

Unfortunately, CSCECB and CCAB have refused this reasonable modification, agreeing only to permit use of produced materials in "proceedings in *this Court* to enforce the judgment in this action" or in CCA's Chapter 11 case. They claim that CPLR 5240 protects them from "unreasonable annoyance and abuse" in use of post-judgment enforcement procedures, but identify no such annoyance or abuse from BMLP's use of the documents in The Bahamas. By contrast, prohibiting such use would cause undue prejudice to *BMLP*, by requiring it to seek duplicative discovery in The Bahamas, and by hindering its ability to present evidence directly related to enforcing and collecting the Judgment.

Accordingly, BMLP will respectfully request that the Court either (i) overrule CCAB's and CSCECB's objections and find that post-judgment discovery is not subject to the CPLR 3103(a) protective order; or (ii) in the alternative, enter a protective order under CPLR 5240 that assures BMLP's rights to use discovery in any proceedings in any court related to enforcement or collection of the Judgment.

Sincerely,

Jacob W Buchdahl

Jacob W. Buchdahl

EXHIBIT 36

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK
---X
BML PROPERTIES LTD.,

Plaintiff,

v.

CHINA CONSTRUCTION AMERICA, INC., NOW KNOWN AS CCA CONSTRUCTION INC., CSCEC BAHAMAS, LTD., CCA BAHAMAS LTD., and DOES 1-10,

Defendants.
---X
CSCEC (BAHAMAS), LTD.,

Defendant/Counterclaim-Plaintiff,

v.

BML PROPERTIES LTD.,

Plaintiff/Counterclaim-Defendant.
---X

Index No. 657550/2017
(Andrew Borrok, J.S.C.)

[~~PROPOSED~~] ORDER

Upon reviewing the letter from Plaintiff (NYSCEF No. 770), the exhibit annexed thereto (NYSCEF Doc. No. 771), and hearing argument from Plaintiff and Defendants CSCEC Bahamas, Ltd. ("CSCECB") and CCA Bahamas Ltd. ("CCAB," and together with CSCECB, the "Judgment Debtors") at a virtual Teams Conference on October 6, 2025, it is hereby:

ORDERED that the Court finds good cause to modify the Stipulation and Order for the Production and Exchange of Confidential Information (filed initially as NYSCEF Doc. No. 29) (the "Confidentiality Order") to permit Plaintiff to use discovery produced in this action, including but not limited to the documents produced by the Judgment Debtors in response to Plaintiff's

CPLR 5224 subpoenas, in aid of enforcement and collection of the Judgment (NYSCEF Doc. No. 764); and it is further.

ORDERED that in accordance with paragraph 21 of the Confidentiality Order, which states that it "may be changed by further order of this Court," the Confidentiality Order is hereby amended to the extent necessary to permit use and disclosure of discovery produced in this action, including but not limited to discovery produced after entry of the Judgment in response to Plaintiff's CPLR 5224 subpoenas, in any proceedings before any court or tribunal related to enforcement or collection of the Judgment, including but not limited to the ongoing proceedings between Plaintiff and the Judgment Debtors in The Bahamas; and it is further

ORDERED that, for the avoidance of doubt:

1. Confidential Information, as defined in the Protective Order, may be used 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 (collectively, the "Permitted Proceedings").

2. Confidential Information may be furnished, shown, and disclosed to:

   a. personnel of the parties to the Permitted Proceedings actually engaged in assisting in the preparation or prosecution of the Permitted Proceedings and who have been advised of their obligations hereunder;

   b. counsel for the parties to the Permitted Proceedings and their associated attorneys, paralegals and other professional and non-professional personnel (including support staff and outside copying services) who are directly assisting such counsel in the preparation or prosecution of the Permitted Proceedings, are under the supervision or control of such counsel, and who have been advised by such counsel of their obligations under the Protective Order;

c. expert witnesses or consultants retained by the parties to the Permitted Proceedings or their counsel to furnish technical or expert services in connection with the Permitted Proceedings or to give testimony with respect to the subject matter of the Permitted Proceedings at trial or any other proceeding therein;

d. the Court and court personnel in the Permitted Proceedings;

e. an officer before whom a deposition is taken, including stenographic reporters and any necessary secretarial, clerical or other personnel of such officer;

f. trial and deposition witnesses in the Permitted Proceedings;

g. any examiner, trustee, liquidator, receiver, or similar professional appointed in any Permitted Proceeding and their professionals; and

h. any other person agreed to by the Producing Party.

3. Upon the submission, filing, or other use of any Confidential Information in any Permitted Proceeding not pending before this Court, the rules, procedures, and orders of the court overseeing such Permitted Proceeding shall govern access to such Confidential Information submitted, filed, or otherwise used within that Permitted Proceeding, except that nothing herein shall prejudice or preclude the

Judgment Debtors or any other party from seeking an order within such Permitted Proceeding to impose reasonable limits on access to such Confidential Information.

ORDERED that nothing herein shall be construed to waive any applicable privilege or protection otherwise available under law.

Dated: October 7, 2025,
New York, New York

SO ORDERED

By: ______________________
Andrew Borrok, JSC

EXHIBIT 37

Debevoise & Plimpton

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

September 19, 2025

BY EMAIL
Eric Winston
Quinn Emanuel Urquhart & Sullivan, LLP
865 S. Figueroa Street, 10th Floor
Los Angeles, CA
90017

Re: *In re CCA Construction, Inc: Case No. 24-22548 (CMG) – Retention of Quinn Emanuel*

Dear Mr. Winston:

As you know, we represent CCA Construction, Inc. ("**CCA**") in connection with its chapter 11 case pending in the United States Bankruptcy Court for the District of New Jersey (the "**Chapter 11 Case**"). I write to follow up on our September 2, 2025 phone call.

As discussed on our call, we understand that Quinn Emannuel Urquhart & Sullivan, LLP ("**Quinn Emannuel**") previously represented CCA against BML Properties Ltd. ("**BMLP**") in *BML Properties Ltd. v. CCA Construction Inc., et al*, Index No. 657550/2017 (Sup. Ct. N.Y. County). However, in CCA's Chapter 11 Case, Quinn Emanuel has filed a notice of appearance for, and appears to be acting on behalf of, BMLP, including with respect to attempting to recover on the October 31, 2024 judgment in favor of BMLP against CCA in that same litigation, which judgment is currently on appeal.

I understand from our conversation on September 2, 2025 that Quinn Emanuel does not believe that its prior representation of CCA presents a conflict that would preclude Quinn Emanuel's current representation of BMLP. As we continue to evaluate Quinn Emanuel's position, we ask that you please provide the basis for your position that Quinn's Emannuel former representation of CCA (i) does not constitute a conflict of interest that would disqualify the firm from representing BMLP in the Chapter 11 Case and (ii) is permitted under the terms of the engagement letter entered between CCA and Quinn Emannuel dated January 11, 2018.

On behalf of CCA, we reserve all rights and remedies and waive none. We look forward to hearing from you soon, and in all events prior to September 26, 2025.

Sincerely,

M. Natasha Labovitz

M. Natasha Labovitz

EXHIBIT 38

Debevoise & Plimpton

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

October 3, 2025

BY EMAIL
Eric Winston
Quinn Emanuel Urquhart & Sullivan, LLP
865 S. Figueroa Street, 10th Floor
Los Angeles, CA
90017

Re: *In re CCA Construction, Inc: Case No. 24-22548 (CMG) – Retention of Quinn Emanuel*

Dear Mr. Winston:

We acknowledge receipt of your letter dated September 25, 2025, which sets forth your views as to why you believe it is permissible for Quinn Emanuel Urquhart & Sullivan, LLP ("**Quinn Emanuel**") to represent BML Properties Ltd. ("**BMLP**") in CCA Construction Inc.'s ("**CCA**") pending chapter 11 case (the "**Chapter 11 Case**"), despite Quinn Emanuel's prior representation of CCA in its litigation against BMLP. We disagree with several of the assertions in that letter.

At the outset, we reject any contention that Debevoise & Plimpton LLP or any other person representing CCA discussed matters, on the merits or otherwise, with you "without indicating any conflict concerns." Indeed, contrary to your suggestion, when you and I initially spoke about Quinn Emanuel's prior representation of CCA during that September 2, 2025 call, I told you that I would speak with my client about our discussion and get back to you. We also explicitly agreed that both you and I (on behalf of CCA) would reserve all rights with respect to the issue. For clarity of the record, CCA remains extremely concerned about Quinn Emanuel's representation of BMLP in matters adverse to the interests of CCA, its former client, when Quinn Emanuel previously had access to sensitive, confidential, and privileged information relating to CCA.

On behalf of CCA, we are continuing to assess your assertions regarding Quinn Emanuel's conflicts and reserve all rights to challenge BMLP's engagement of Quinn Emanuel in these matters. To that end, please provide the following documents and information so that we can further evaluate the contentions made in your letter:

1. Please provide details regarding the information screen Quinn Emanuel implemented for its representation of BMLP. Specifically:

    a. Please identify, by name, the Quinn Emanuel attorneys who were placed behind the information screen.

Debevoise & Plimpton

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

b. Please indicate the date on which BMLP sought to retain Quinn Emanuel and the date on which the screen was implemented.

c. Please explain whether the screen is inclusive (allowing access to protected information only on an as-approved basis) or exclusive (generally allowing access to protected information except for specifically excluded persons). If it is the latter, please identify, by name, the Quinn Emanuel attorneys who are excluded from accessing screened information.

d. Please explain why Quinn Emanuel implemented the information screen if it takes the position that its representation of BMLP does not give rise to conflict-of-interest concerns.

2. Please provide a copy of Quinn Emanuel's engagement letter with BMLP or an excerpt thereof containing the language that defines Quinn Emanuel's scope of work.

3. Pursuant to Rule 1.15 (Safekeeping Property) of the Rules of Professional Conduct and the Advisory Committee on Professional Ethics Opinion 554 (Retention of Client's File after Termination of Employment Relationship), we request, on behalf of CCA, an entire copy of the client's (CCA's) file related to Quinn Emanuel's prior representation of CCA.

We look forward to hearing from you promptly and in all events by October 8, 2025. Should the issue remain open by the time of the hearing on October 9, 2025, we will inform Judge Gravelle that we are continuing to evaluate Quinn Emanuel's potential conflict and in the meantime reserve all rights.

Sincerely,

/s/ M. Natasha Labovitz

M. Natasha Labovitz

EXHIBIT 39

Debevoise & Plimpton

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

October 14, 2025

BY EMAIL
Harry A. Olivar, Jr.
Quinn Emanuel Urquhart & Sullivan, LLP
865 S. Figueroa Street, 10th Floor
Los Angeles, CA
90017

Re: *In re CCA Construction, Inc: Case No. 24-22548 (CMG) – Retention of Quinn Emanuel*

Dear Mr. Olivar:

As you note, we requested files from your firm on October 3, 2025. As it has been well over a week since that request, and nearly a week since your response saying the record retrieval was underway, please let us know your estimated date for when we will receive the records. Along with the files, we ask that you include written descriptions of the work conducted for CCA by each of the eleven attorneys identified as subject to the ethical screen, and the rough time frame during which each attorney performed work for CCA.

On behalf of CCA, we reserve all rights and remedies and waive none. We look forward to hearing from you soon.

Sincerely,

M. Natasha Labovitz

M. Natasha Labovitz

EXHIBIT 40

quinn emanuel trial lawyers | los angeles
865 South Figueroa Street, 10th Floor, Los Angeles, California 90017-2543 | TEL (213) 443-3000 FAX (213) 443-3100

WRITER'S DIRECT DIAL NO.
(213) 443-3602

WRITER'S EMAIL ADDRESS
ericwinston@quinnemanuel.com

September 25, 2025

Via Electronic Mail

M. Natasha Labovitz
Debevoise & Plimpton LLP
66 Hudson Boulevard
New York, NY 10001
nlabovitz@debevoise.com

Re: *In re CCA Construction, Inc*: Case No. 24-22548 (CMG) – Retention of Quinn Emanuel

Dear Ms. Labovitz:

I am writing in response to your September 19, 2025 letter concerning a potential conflict of interest in our firm representing BML Properties Ltd. ("BMLP") in connection with the Chapter 11 bankruptcy case for CCA Construction, Inc. ("CCA") pending in the United States Bankruptcy Court for the District of New Jersey. You first raised this on September 2, 2025 and we subsequently spoke by phone. This letter crystallizes what we spoke about and, in our view, explains why CCA's estate has addressed and discussed with me, both before and after September 2, 2025, numerous matters on the merits without indicating any conflict concerns.

First, our current representation of BMLP is not adverse to CCA's estate. As you know, BMLP is seeking to satisfy its judgment by proceeding against CCA's parent company. CCA's estate, via the Special Committee, has concluded such claims are colorable. There is obviously a difference of opinion on how best to proceed, but the parties do not disagree that claims against third parties have value and should be monetized. Further, because CCA's estate serves as fiduciary for all creditors (including disputed creditors who may ultimately be allowed), CCA's estate has a duty to maximize the value of the estate. In this respect, CCA's estate and BMLP are fully aligned. Because we are not adverse to CCA in the current matter, there is no conflict under New Jersey Rule of Professional Conduct Rule 1.9.

Second, in addition to our not being adverse to CCA, our current representation of BMLP is not substantially related to our prior representation of CCA. Quinn Emanuel was briefly retained to represent CCA and affiliates in the New York state court suit BMLP commenced in 2017. Quinn

Emanuel soon withdrew after the lead Quinn Emanuel partner left the firm and took the matter with her. As we all know, that suit ended in a judgment against CCA, which has been affirmed on appeal at the intermediate appellate court and is now waiting to see whether it will be accepted for appeal by New York's highest court. The prior engagement, concluded over seven years ago, was fundamentally different from our engagement now – which involves protecting BMLP's rights as a creditor in CCA's estate and (potentially) proceeding against other entities who may be liable for the judgment. In other words, whereas our firm's prior and brief representation concerned whether CCA was liable, the current representation assumes CCA is liable based on a pre-existing judgment (and if the New York Court of Appeals reverses, then all of this comes to an end). The matters involve fundamentally different issues.

Third, we did not receive confidential information in our brief work on the prior matter that could be viewed as material to the current matter. Again, our current work focuses on matters that arose after any possible matter for which the firm was briefly retained.

Under New Jersey Rule 1.9, "matters are deemed to be 'substantially related' 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." *City of Atlantic City v. Trupos* (2010) 201 N.J. 447, 451-452. The current matter does not qualify.

Finally, to the extent CCA's estate has any concern about any confidential information that may have been communicated to the Quinn Emanuel lawyers who previously represented, our firm timely implemented appropriate ethical screens out of an abundance of caution at the outset of our current engagement to ensure no such information could be used during our current representation of BMLP. The attorneys who worked on prepetition CCA matters in 2017 and early 2018 and remain at the firm have not performed and will not perform any work for BMLP, and have not shared and will not share any confidential information belonging to CCA's estate.

Please contact me if you need further information.

Very truly yours,

Eric Winston

EXHIBIT 41

[FILED UNDER SEAL]

EXHIBIT 42

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

IN THE MATTER OF:	Case No. 24-22548(CMG)
	Chapter 11
CCA CONSTRUCTION	Trenton, New Jersey
	May 22, 2025
Debtor,	

TRANSCRIPT OF HEARING
BEFORE THE HONORABLE CHRISTINE M. GRAVELLE
UNITED STATES BANKRUPTCY JUDGE

APPEARANCES:

For the Debtor: COLE SCHOTZ
BY: MICHAEL SIROTA, ESQ.
WARREN A. USATINE, ESQ.
FELICE R. YUDKIN, ESQ.
DANIEL J. HARRIS, ESQ.
25 Main St.
Hackensack, NJ 07601

DEBEVOISE & PLIMPTON
BY: M. NATASHA LABOVITZ, ESQ.
MARK GOODMAN, ESQ.
ERICA S. WEISGERBER, ESQ.
66 Hudson Boulevard
New York, NY 10001

For BML Properties: GIBBONS PC
BY: ROBERT MALONE, ESQ.
BRETT S. THEISEN, ESQ.
ROBERT MALONE, ESQ.
KYLE McEVILLY, ESQ.
One Gateway Center
Newark, NJ 07102

ECRO Operator: Bruce Jackson

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Middletown, NJ 07748
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(732) 263-0044 Fax No. 732-865-7179
www.tgribbentranscription.com

ADDITIONAL APPEARANCES:

For Examiner, Todd Harrison	McDERMOTT WILL & EMERY BY: DEANNA D. BOLL, ESQ. KRISTIN K. GOING, ESQ. One Vanderbilt Avenue New York, NY 10017-3852
For CSCEC Holding:	LOWENSTEIN SANDLER BY: RASMEET CHAHILL, ESQ. One Lowenstein Drive Roseland, NJ 07068
For Special Committee of Independent Directors	DUANE MORRIS, LLP BY MORRIS S. BAUER, ESQ. 200 Campus Drive, Suite 300 Florham Park, NJ 07932-1007
For US Trustee:	OFFICE OF UNITED STATES TRUSTEE BY: FRAN STEELE, ESQ. SAVANNA BIERNE, ESQ. One Newark Center 1085 Raymond Boulevard, Suite 2100 Newark, NJ 07102

I N D E X

MR. MALONE: It's not being introduced into evidence obviously.

THE COURT: Thank you. I have it here too Mr. Malone.

MR. MALONE: Yeah, I didn't know that, okay.

THE COURT: Yes.

MR. MALONE: Because I'm looking here even with glasses. I'm saying --

THE COURT: Yes, that's harder over there. But this is, I can read this very well right here.

MR. MALONE: Okay. Okay, if I -- I think everybody's got it now. If I can continue. The Appellate Division confirmed that CCA abused the corporate form to defraud BMLP and it wrote unanimously.

"Finally the trial Court properly found under New York law defendant's corporate veils should be pierced. The evidence is in the record which was largely unrebutted, shows that CCA Construction exercised complete domination of CCA Bahamas, CSCEC Bahamas and that the domination was used to breach the investor agreement, defraud the plaintiff and cause the collapse of the Baha Mar resulting in plaintiff's injury. In fact the trial Court made detailed findings as to both veil piercing elements."

So one of the things that has been saying all along is like we're somehow doing post judgment discovery. We have the facts. We need someone to go beyond the facts and that's why we thought the examiner was appropriate.

CCA abused the corporate form to perpetrate the wrong on our client as stated in the decision on paragraph 176. Thus is set forth BMLP's demonstrated; 1) the defendant shared ownership, officers and directors, the defendant share offices and addresses. CCA, Inc. acting through Mr. Wei controlled CCAB, CSCEC CB, commingled assets, paid or guaranteed obligations of one another and were not treated as separate profit centers. Did not deal with one another at arm's length, otherwise conflated their corporate identifies.

CCA through its boss Mr. Wei in particular dominated the other entities as discussed above. Used the domination and commingling of assets, corporate, to perpetrate a wrong on BMLP. Defendant's operator is a single economic entity and piercing a corporate veil is appropriate.

Again Your Honor New York trial Court determined that fraud was for the benefit of CCA. So when they talk about no fraud, no findings or anything else I think it's becoming crystal clear that there were.

Alan Jude Manibitt (phonetic) was CCAB's head schedule for the project. And that's at plaintiff's exhibit from the trial. Mr. Manibitt testified to the importance of scheduling projects and how he was repeatedly diverted to work on other CCAB or CCA projects.

Finally it's undisputed that Mr. Wei ordered CCAB head schedule, Mr. Manibitt, to divert his efforts away from the project to work on Panama. This was at a critical time period during which the scheduled updates and coordination were needed to keep BML informed.

Well there's a couple of other things Judge. And one of the things you have to look and I think it's when you even look at, there's a standard for appointing of a Trustee. And we're not there yet.

But one of the things is are the fraudsters still involved with the Debtor. Well if you look executives still at CCA, still at CCA, gave non-credible testimony to the New York Court.

Ning Wong (phonetic); on this point as others Mr. Wong's testimony was not credible, was inconsistent with the contemporaneous documents adduced at trial.

And then we go down a little bit further. The Debtor's position regarding Ning Wong. First BMLP made certain claims regarding Mr. Wong's employment steams from CCA. BMLP examiner brief. Mr. Wong is semi-retired and not an executive of CCA. Accordingly he has not been paid a salary since July of 2024. CCA has made only some modest reimbursements.

Well Judge above we can see this comes from the Debtor's own records, the compensation.

Next executives who still work at CCA who gave non-credible testimony and it's Daniel Wong (phonetic). 2/15 opening date, Mr. Wong's attempt on the stand to muddy the waters between the March 27th, 2015 opening date and the late completion of the balance of the work on the project was simply not credible. These communications centered on BML's concern about the March 27th, 2015 opening date.

Mr. Wong misled Mr. Dunlatt (phonetic) and BML about the progress of work while at the same time CCAB time caused work stoppages. Again we see his salaries.

Turning Judge to I think one of the bigger questions here and that is the budget. When we were here the first time we talked about $100,000. Again that was not knowing things, some of these things may have not all been before the Court. And we wanted to point out because they've kind of glossed over all of this, like we have a claim, we have a judgment, a big difference. Big difference in a bankruptcy case.

So when you start looking at the amounts at stake are pretty considerable. So when you look at what you have here as far as on this slide, you start seeing our claim. And then you start looking at what's holding as pre-petition debt, intercompany, the DIP loan, Debevoise's estimated fees. This is just theirs through today's hearing of over three million.

And here's one thing I think is very interesting. How do you say that $100,000 is a reasonable budget in a case of this size and the law firms that are working on it, when it took Debevoise $131,000 to do a retention application. That's outrageous.

But they think that they can spend 131,000 to do the retention, but an examiner who's going to use his law firm or whatever resources he needs to do a proper investigation, will do it for $100,000.

Again Judge I can't emphasize this enough, it's a final enforceable judgment now. And whether it be in this bankruptcy or against the others, it's now risen to 1.7 billion.

As you can see on that chart, you can see our claim versus the others versus the fees that have been incurred. Next slide.

Now the Court as we've heard today again we have the 40 million DIP loan at CCA's request, most of which as we believe remains available and I guess has been reported to.

But you start seeing as far as what's been consumed to date. It's interesting to note while Lowenstein Sandler's in Court and represents CSCEC Holding, they didn't file anything regarding the examiner's scope or their budget.

The Debtor's brief states no position with respect to DIP lender. And the DIP lender is not paying, in this case and I think this is important when you start looking about expenses and what's being spent, there is no creditor's committee.

And I think, you know, I can say I've been practicing law 40 years. And during those 40 years, probably at least 30, 35, of them, I've represented my fair share of creditor's committees before this Court and other Courts. Probably much as a rule of thumb, creditor's committee fees in most cases run anywhere from 30 to 50 percent of what the Debtor's fees are, sometimes more depending on what happens in a particular case. But it's not unusual for it to be anywhere from 30 to 50 percent.

So what do we have here. The Debtor's proposed examiner budget is unreasonable in any way. If you look at this pie chart you can see exactly where, if you're looking at the balance of equities here as far as a fair and independent investigation, you're being hamstrung as far as how much money would be allowed for someone like the McDermott Will & Emery firm.

There's been since the FTX case as this Court may be aware of, the Silvergate case. The Silvergate case is in this Third Circuit down in Delaware. But I think it's instructive as far as the data points here.

And you can see exactly where the budgets came in as far as the amended Silvergate budget. The initial Silvergate budget when you look at comparing it to the Cole Schotz March investigation fees, the Debevoise fees for the retention and the Debtor's proposed budget. It's way out of whack.

Turning to the Debtor's investigation, Your Honor.

And this is very important because Mr. Sirota's right, Ms. Abrams did testify that she at that time in February didn't thi8nk it was right to start the investigation. It was premature.

And if you turn to the next slide, in February CCA argues that starting an investigation prior to the Appellate ruling would be premature, wasteful and unnecessary. And who signed that pleading, none other than Mr. Sirota, okay.

So you can see right here in paragraph 45, he lays it right out. In addition to being duplicative of the special counsel's powers as Ms. Abrams explained, the investigation of BMLP purposes is premature. The Appellate Court in reviewing the trial decision and a reversal would fundamentally change both the viability of the claims of BMLP focuses on and the value CCA might be able to attain pursuing that.

Well Judge we agree with that. That's why we stood down. We stood down. I think the Court could note that that we didn't do any more.

As set forth above the Debtor and it's co-defendants believe strongly, strongly that the trial Court's clear errors make reversible highly likely. Well we know what happened at the New York Appellate. That was completely wishful thinking.

In any event the parties will not have long to wait for a decision. Briefing on the appeal will be completed February 7th of 2025. Arguments are scheduled for March, meaning the oral argument will occur in February or March and a decision likely within six to eight weeks thereafter. It would be wasteful and unnecessary for anyone, anyone means Cole Schotz, anyone, okay, to start the investigation BMLP proposes at this time. And it would be duplicative for an examiner to conduct such an investigation at all.

In short, the time for an investigation like the one BMLP proposes has not arrived now and may never come. Well it has come Your Honor. It did come.

In the interim the Court should reject BMLP's attempt to replace the Special Committee's business judgment regarding the time for its own conflicted point of view.

So now what happens. We go to the time frame and this is important. Ms. Abrams testifies February 13th, the time is not right for an investigation. But commits to hiring independent counsel. Independent counsel to me means Duane Morris or another firm. It doesn't mean hiring the Debtor's counsel.

March 5th, the parties agree to an examiner order that delays the appointment to conserve estate resources. Cole Schotz convertedly decides they're going to secretly start their investigation in coordination with Debevoise and the Special Committee.

The Special Committee on April 7th applies to retain Duane Morris with respect to the investigation of potential claims or causes of action. Cole Schotz on April 24th files a fee statement. So the first time we start finding out about they've already started the investigation.

Now what goes on from there. There's Debtor's shifting narrative. Number one, you have the proposed scope of the Duane Morris role, initial outreach, Special Committee to Duane Morris.

Retention application; with respect to the Special Committee's investigation of the potential claims and causes of action of the Debtor, if any, against third parties in related matters in the Chapter 11 case as representation proceeds. That's April. That's eight days after.

Then there's a brief in support of the retention application, May 19th. With respect to all matters for which the Special Committee has delegated authority, including with respect to the Special Committee's oversight of the investigation of potential claims and causes of action of the Debtor, if any, against third parties in related matters Chapter 11. So that's March 26th.

So where are we going with this Your Honor. CCA's belated request for the independence is really a sham here. And that's the only word I can use.

THE COURT: I'm sorry --

MR. MALONE: A sham.

THE COURT: CCA's what?