

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF NEW JERSEY

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

In re CCA Construction, Inc.<sup>1</sup>

Applicant: Cole Schotz P.C.

Case No. 24-22548 (CMG)

Client: Debtor and Debtor in Possession

Chapter 11

Case Filed: December 22, 2024

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

RETENTION ORDER ATTACHED.

<u>/s/ Michael D. Sirota</u>	<u>12/23/2025</u>
MICHAEL D. SIROTA	Date

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



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<p style="text-align: center;"><b>SECTION I</b> <b>FEE SUMMARY</b></p>
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Summary of Amounts Requested for the Period

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

Fee Total	\$197,194.50
Disbursement Total	\$1,914.73
Total Fees Plus Disbursements	\$199,109.23

Summary of Amounts Requested for Previous Periods

Total Previous Fees and Expenses Requested:	\$4,020,192.19
Total Fees and Expenses Allowed to Date:	\$3,645,074.35
Total Retainer Remaining:	\$673,573.50
Total Holdback:	\$512,911.80 <sup>2</sup>
Total Received by Applicant:	\$3,342,475.55

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<sup>2</sup> Cole Schotz has not received payment on account of its October 2025 invoice. Accordingly, the total received and total holdback do not reflect related amounts.

<b>Name of Professional and Title</b>	<b>Year Admitted</b>	<b>Hours</b>	<b>Rate</b>	<b>Fee</b>
Michael D. Sirota Member	1986	49.30	\$1,800.00	\$88,740.00
Warren A. Usatine Member	1995	9.70	\$1,375.00	\$13,337.50
Felice R. Yudkin Member	2005	1.50	\$575.00 (travel)	\$862.50
Felice R. Yudkin Member	2005	36.30	\$1,150.00	\$41,745.00
Daniel J. Harris Member	2008	1.70	\$475.00 (travel)	\$807.50
Daniel J. Harris Member	2008	35.70	\$950.00	\$33,915.00
Andreas D. Milliaressis Associate	2016	16.60	\$735.00	\$12,201.00
Danielle E. Delehanty Paralegal	N/A	13.30	\$420.00	\$5,586.00
<b>TOTALS</b>	<b>n/a</b>	<b>164.10</b>	<b>n/a</b>	<b>\$197,194.50</b>

**SECTION II  
SUMMARY OF SERVICES**

<b>Services Rendered</b>	<b>Hours</b>	<b>Fee</b>
Asset Analysis	0.00	\$0.00
Asset/Business Disposition	0.00	\$0.00
Assumption and Rejection of Leases and Contracts	0.00	\$0.00
Preference Actions/Response	0.00	\$0.00
Budgeting (Case)	0.00	\$0.00
Business Operations	0.00	\$0.00
Case Administration	6.70	\$5,375.00
Claims Administration and Objections	0.00	\$0.00
Corporate Governance and Board Matters	1.50	\$1,725.00
Data Analysis	0.00	\$0.00
Employee Benefits/Pensions	0.00	\$0.00
Fee Application Preparation	13.00	\$8,867.50
Fee Employment	0.30	\$345.00
Fee Objections	0.00	\$0.00
Financing	0.00	\$0.00
Litigation	137.10	\$176,436.00
Meetings of Creditors	0.00	\$0.00
Disclosure Statement	0.00	\$0.00
Plan of Reorganization	1.10	\$1,980.00
Real Estate	0.00	\$0.00
Regulatory Compliance	0.00	\$0.00
Relief from Stay	0.00	\$0.00
Reporting	1.20	\$796.00
Tax Issues	0.00	\$0.00
Valuation	0.00	\$0.00
Non-Working Travel	3.20	\$1,670.00
<b>SERVICES TOTALS</b>	<b>164.10</b>	<b>\$197,194.50</b>

**SECTION III  
SUMMARY OF DISBURSEMENTS**

<b>Disbursements</b>	<b>Amount</b>
Computer Assisted Legal Research	\$0.00
Facsimile	\$0.00
Long Distance Telephone/Conference Calls	\$0.00
In-House Reproduction	\$0.00
Outside Reproduction	\$0.00
Outside Research	\$0.00
Filing Fees	\$0.00
Court Fees	\$101.60
Court Reporting/Transcripts	\$0.00
Travel	\$316.13
Delivery Services / Federal Express	\$0.00
Postage	\$0.00
Other (Data Host)	\$1,497.00
<b>DISBURSEMENTS TOTAL</b>	<b>\$1,914.73</b>

**SECTION IV  
CASE HISTORY**

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

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<sup>3</sup> The following summary is intended to highlight the general categories of services the Applicant rendered on behalf of the Debtor and for the benefit of the estate; it is not intended to itemize each and every professional service which the Applicant performed.

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

- (b) Secured creditors: Unknown at this time.
- (c) Priority creditors: Unknown at this time.
- (d) General unsecured creditors: Unknown at this time.
- (6) Final disposition of case and percentage of dividend paid to creditors: Unknown at this time.
- (7) This is the eleventh monthly fee statement.

**Exhibit A**

**Retention Order**



UNITED STATES BANKRUPTCY COURT  
DISTRICT OF NEW JERSEY

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

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

-and-

**DEBEVOISE & PLIMPTON LLP**

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

*Proposed Co-Counsel to the Debtor and Debtor in Possession*

In re:

CCA Construction, Inc.,<sup>1</sup>

Debtor.



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

Chapter 11

Case No. 24-22548 (CMG)

**DATED: February 5, 2025**

  
Honorable Christine M. Gravelle  
United States Bankruptcy Judge

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



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Debtor: CCA Construction, Inc.

Case No. 24-22548 (CMG)

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

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

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

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Debtor: CCA Construction, Inc.  
Case No. 24-22548 (CMG)  
Caption of Order: ORDER APPROVING THE EMPLOYMENT AND RETENTION OF COLE SCHOTZ P.C. AS CO-COUNSEL TO THE DEBTOR *NUNC PRO TUNC* TO THE PETITION DATE

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

**IT IS HEREBY ORDERED THAT:**

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

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

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Debtor: CCA Construction, Inc.

Case No. 24-22548 (CMG)

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

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

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

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

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

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Debtor: CCA Construction, Inc.

Case No. 24-22548 (CMG)

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

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

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

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

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

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Debtor: CCA Construction, Inc.

Case No. 24-22548 (CMG)

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

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

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

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

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

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

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

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

**EXHIBIT 1**

**Engagement Letter**



Michael D. Sirota  
Member  
Admitted in NJ and NY

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

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

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New York  
—  
Delaware  
—  
Maryland  
—  
Texas  
—  
Florida

October 14, 2024

**ATTORNEY-CLIENT PRIVILEGED  
PERSONAL AND CONFIDENTIAL**

**Via E-mail: McMahon.James@cca.us**

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

Re: Engagement Agreement

Dear Mr. McMahon:

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

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

**coleschotz.com**



COLF SCHOTZ P.C.

James McMahon, Esq.

October 14, 2024

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

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

#### Retainer

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

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

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

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

☼ COLE SCHOTZ P.C.

James McMahon, Esq.  
October 14, 2024  
Page 3

We look forward to working with you.

Very truly yours,

/s/ Michael D. Sirota

Michael D. Sirota

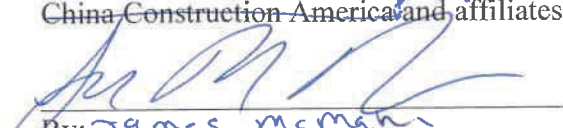
MDS:cdc

Attachment

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

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

CCA Construction Inc.  
China Construction America and affiliates

  
By: James McMahon  
Title: General Counsel

Dated: October 18, 2024



## STANDARD TERMS OF ENGAGEMENT FOR LEGAL SERVICES

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

### THE SCOPE OF OUR WORK

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

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

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

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

### WHO PROVIDES THE LEGAL SERVICES

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

### GENERATIVE ARTIFICIAL INTELLIGENCE

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

### HOW FEES ARE SET

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

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



Our current range of hourly rates is as follows:

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

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

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

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

#### OUT-OF-POCKET EXPENSES

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

#### RETAINER AND TRUST DEPOSITS

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

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

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

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

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

#### BILLING ARRANGEMENTS AND TERMS OF PAYMENT

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

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

#### FEE DISPUTES

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

#### POTENTIAL CONFLICTS/UNRELATED MATTERS WAIVER

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





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

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

#### PRESERVATION OF ELECTRONICALLY STORED AND OTHER INFORMATION

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

#### TERMINATION

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

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

#### CONCLUSION OF REPRESENTATION; DISPOSITION OF DOCUMENTS

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

#### DISCLOSURE OF REPRESENTATION

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

#### POST-ENGAGEMENT MATTERS

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

**Exhibit B**

**Invoice**

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

Invoice Number 1024566  
December 16, 2025  
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CCA CONSTRUCTION, INC.  
445 SOUTH STREET, SUITE 310  
MORRISTOWN, NJ 07960

Invoice Date: December 16, 2025  
Invoice Number: 1024566  
Matter Number: 68594-0001

**Re:** CHAPTER 11 REORG. - DEBTOR

FOR PROFESSIONAL SERVICES THROUGH NOVEMBER 30, 2025

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

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<b>CASE ADMINISTRATION</b>			<b>6.70</b>	<b>5,375.00</b>
<b><u>DATE</u></b>	<b><u>INITIALS</u></b>	<b><u>Description</u></b>	<b><u>HOURS</u></b>	<b><u>AMOUNT</u></b>
11/04/25	DJH	CALL WITH INTERNAL WORKING GROUP REGARDING CASE STATUS	0.40	380.00
11/06/25	ADM	REVIEW CORRESPONDENCE FROM CO-COUNSEL AND PREPARE CORR. TO COURT RE: OMNIBUS DATES (0.2); CORRESPONDENCE TO CO-COUNSEL RE: SAME (0.1)	0.30	220.50
11/11/25	DJH	CALL WITH F. YUDKIN REGARDING CASE UPDATE	0.30	285.00
11/12/25	DED	REVIEW DOCKET AND UPDATE CASE CALENDAR WITH CRITICAL DEADLINES, ADJOURNMENTS AND HEARING DATES AND CIRCULATE SAME TO TEAM	0.70	294.00
11/12/25	ADM	CORRESPONDENCE WITH CHAMBERS RE: OMNIBUS DATES (0.1); CORRESPONDENCE WITH CO-COUNSEL RE: SAME (0.1); CORRESPONDENCE WITH D. DELEHANTY RE: NOTICE (0.1)	0.30	220.50
11/12/25	FRY	EMAILS RE OMNIBUS DATES AND NOTICE RE SAME	0.20	230.00
11/13/25	DED	CONFER WITH CHAMBERS RE OMNIBUS HEARING DATES (0.2); UPDATE NOTICE RE SAME (0.2) REVIEW, PREPARE, FILE AND SERVE SAME (0.4)	0.80	336.00
11/13/25	FRY	REVIEW AND COMMENT ON NOTICE OF OMNIBUS DATES	0.20	230.00
11/21/25	DED	REVIEW, PREPARE, FILE AND SERVE MSL	0.30	126.00
11/21/25	ADM	REVIEW MSL FOR FILING (0.1); COORDINATE FILING WITH D. DELEHANTY (0.1)	0.20	147.00
11/21/25	DJH	CALL WITH F. YUDKIN REGARDING CASE STATUS	0.30	285.00
11/24/25	FRY	INTERNAL COORDINATION CALL RE MEDIATION	0.30	345.00
11/29/25	ADM	REVIEW DOCKET AND PREPARE AGENDA RE: DEC. 2 HEARING (1.1); CORRESPONDENCE WITH F. YUDKIN RE: SAME (0.1)	1.20	882.00
11/29/25	WAU	REVIEW DRAFT SETTLEMENT AGREEMENT	0.40	550.00
11/30/25	ADM	REVIEW AND REVISE AGENDA (0.3); CORRESPONDENCE TO CO-COUNSEL RE: SAME (0.1)	0.40	294.00
11/30/25	WAU	REVIEW REVISED SETTLEMENT AGREEMENT DRAFTS AND EMAILS RE: SAME	0.40	550.00
<b>CORPORATE GOVERNANCE &amp; BOARD MATTERS</b>			<b>1.50</b>	<b>1,725.00</b>
<b><u>DATE</u></b>	<b><u>INITIALS</u></b>	<b><u>Description</u></b>	<b><u>HOURS</u></b>	<b><u>AMOUNT</u></b>
11/04/25	FRY	PARTICIPATE IN BOARD CALL (.5); FOLLOW UP WITH D. HARRIS RE SAME (.2)	0.70	805.00
11/17/25	FRY	PARTICIPATE IN WEEKLY BOARD CALL	0.30	345.00
11/24/25	FRY	ATTEND BOARD CALL	0.50	575.00
<b>FEE APPLICATION PREPARATION</b>			<b>13.00</b>	<b>8,867.50</b>



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<b><u>DATE</u></b>	<b><u>INITIALS</u></b>	<b><u>Description</u></b>	<b><u>HOURS</u></b>	<b><u>AMOUNT</u></b>
11/03/25	ADM	REVIEW DOCKET AND CORRESPOND WITH MCDERMOTT RE: FEE APP	0.20	147.00
11/03/25	DJH	CORRESPOND WITH N. ALLARD REGARDING FEE APPLICATIONS	0.30	285.00
11/05/25	ADM	REVIEW AND REVISE INVOICE RE: PRIVILEGE AND REDACTION	1.50	1,102.50
11/09/25	ADM	REVIEW AND REVISE INVOICE RE: PRIVILEGE AND REDACTION	0.90	661.50
11/10/25	FRY	REVIEW INVOICE FOR REDACTION AND PRIVILEGE	0.50	575.00
11/12/25	FRY	REVIEW INVOICE FOR REDACTION AND PRIVILEGE	0.50	575.00
11/12/25	DJH	REVIEW INVOICE FOR REDACTION AND PRIVILEGE	0.30	285.00
11/13/25	FRY	EMAILS RE ADJOURNMENT OF FEE APPLICATIONS	0.20	230.00
11/13/25	DED	REVIEW, PREPARE, FILE AND SERVE CNO FOR CS SEPTEMBER MFS (0.4) REVIEW AND EDIT INVOICE FOR PRIVILEGE AND REDACTION (2.4)	2.80	1,176.00
11/14/25	ADM	REVIEW AND COMMENT ON BDO MONTHLY FEE STATEMENT WITH ATTENTION TO PRIVILEGE AND REDACTION	0.50	367.50
11/14/25	ADM	CORRESPONDENCE TO CLIENT RE: MFS	0.10	73.50
11/17/25	ADM	CORRESPONDENCE RE: BDO FEE STATEMENT (0.1); FINALIZE AND COMPILE SAME FOR FILING (0.4); COORDINATE FILING AND SERVICE WITH F. PISANO (0.1)	0.60	441.00
11/18/25	DED	EDIT INVOICE FOR PRIVILEGE AND REDACTION	1.00	420.00
11/19/25	ADM	PREPARE CS MFS (0.6); CORRESPONDENCE WITH CS TEAM RE: SAME (0.1); REVIEW COMPILED VERSION AND COORDINATE FILING AND SERVICE WITH D. DELEHANTY (0.2)	0.90	661.50
11/19/25	FRY	REVIEW AND COMMENT ON MONTHLY FEE STATEMENT	0.40	460.00
11/24/25	ADM	REVIEW DEBEVOISE FEE STATEMENT FOR FILING (0.2); COORDINATE FILING AND SERVICE WITH D. DELEHANTY (0.1)	0.30	220.50
11/24/25	ADM	REVIEW BDO FEE STATEMENT RE: PRIVILEGE/CONFIDENTIALITY (0.4); REVIEW FEE STATEMENT (0.2); CORRESPONDENCE WITH BDO (0.1); COORDINATE FILING AND SERVICE WITH D. DELEHANTY (0.1)	0.80	588.00
11/24/25	ADM	REVIEW DP FEE STATEMENT (0.2); COORDINATE FILING AND SERVICE WITH D. DELEHANTY (0.1)	0.30	220.50
11/24/25	DED	REVIEW, PREPARE, FILE AND SERVE DP SEPTEMBER MFS (0.4); CIRCULATE BDO OCTOBER MFS FOR REVIEW (0.2) REVIEW, PREPARE, FILE AND SERVE SAME (0.3)	0.90	378.00
<b>FEE EMPLOYMENT</b>			<b>0.30</b>	<b>345.00</b>

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<u>DATE</u>	<u>INITIALS</u>	<u>Description</u>	<u>HOURS</u>	<u>AMOUNT</u>
11/12/25	FRY	REVIEW SUPPLEMENTAL DECLARATION OF N. LABOVITZ FOR FILING	0.30	345.00

<b>LITIGATION</b>			<b>137.10</b>	<b>176,436.00</b>
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<u>DATE</u>	<u>INITIALS</u>	<u>Description</u>	<u>HOURS</u>	<u>AMOUNT</u>
11/03/25	FRY	CALL WITH E. ABRAMS, CO-COUNSEL AND BDO RE PREPARATION FOR MEDIATION	0.70	805.00
11/03/25	DJH	CORRESPOND WITH CO-COUNSEL REGARDING MEDIATION AND MEDIATION ORDER	0.30	285.00
11/03/25	MDS	REVIEW DISCOVERY REQUESTS	0.30	540.00
11/03/25	MDS	REVIEW BDO ASSESSMENT	0.70	1,260.00
11/03/25	MDS	REVIEW MEDIATION EMAILS	0.40	720.00
11/03/25	MDS	REVIEW SEALING ORDER	0.30	540.00
11/04/25	FRY	INTERNAL CALL RE MEDIATION	0.50	575.00
11/04/25	FRY	REVIEW EMAILS RE MEDIATION PREPARATION	0.50	575.00
11/04/25	DJH	REVIEW PROPOSED MATERIALS FOR MEDIATION	1.00	950.00
11/04/25	MDS	TELEPHONE FROM ATTORNEY/CO-COUNSEL M. BAUER RE: BDO REPORT	0.60	1,080.00
11/04/25	MDS	DRAFT SETTLEMENT OUTLINE	0.80	1,440.00
11/04/25	MDS	CONFERENCE WITH ATTORNEY/CO-COUNSEL F. YUDKIN/D. HARRIS RE: STRATEGY MEDIATION	1.20	2,160.00
11/04/25	MDS	REVIEW MEDIATOR ANALYSIS	1.60	2,880.00
11/04/25	WAU	REVIEW SEVERAL EMAILS RE: MEDIATION, INCLUDING BDO ANALYSIS	0.40	550.00
11/05/25	DJH	REVIEW CORRESPONDENCE REGARDING MEDIATION MATERIALS	0.50	475.00
11/05/25	MDS	REVIEW E. ABRAMS QUESTIONS ON PRESENTATION	0.40	720.00
11/05/25	MDS	PREPARE FOR MEDIATION MEETING	0.90	1,620.00
11/05/25	MDS	REVIEW BDO ANALYSIS	0.70	1,260.00
11/05/25	MDS	REVIEW E. WORENKLEIN TALKING POINTS - SC AND CONFERENCE	0.60	1,080.00
11/05/25	WAU	REVIEW SEVERAL EMAILS AND FINANCIAL ANALYSIS RE: PREPARATION FOR MEDIATION DISCUSSIONS	0.40	550.00
11/06/25	ADM	REVIEW AND REVISE REMOVAL MOTION PER CO-COUNSEL COMMENTS (0.3); CORRESPONDENCE TO CLIENT RE: SAME (0.1)	0.40	294.00
11/06/25	DJH	CALL WITH MEDIATORS AND MEDIATION PARTIES	0.70	665.00
11/06/25	DJH	CORRESPOND REGARDING CSCEC LTD. REQUESTS (.3); CALL WITH CO-COUNSEL REGARDING SAME (.3)	0.60	570.00

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<b><u>DATE</u></b>	<b><u>INITIALS</u></b>	<b><u>Description</u></b>	<b><u>HOURS</u></b>	<b><u>AMOUNT</u></b>
11/06/25	MDS	CORRESP. TO CLIENT E. ABRAMS RE: MEDIATION INQUIRIES/INTERNAL CONFERENCES	0.90	1,620.00
11/06/25	MDS	POST CALL WITH MEDIATORS - PREPARATION FOR MEDIATION	0.50	900.00
11/06/25	WAU	MEDIATION PRE CALL WITH PARTIES AND MEDIATORS	0.70	962.50
11/07/25	DJH	CORRESPOND REGARDING UPCOMING MEDIATION (.2); REVIEW REVISED MEDIATION ORDER (.2)	0.40	380.00
11/07/25	MDS	REVIEW UPDATED MEDIATION ORDER AND EMAILS WITH MEDIATORS	0.90	1,620.00
11/07/25	WAU	REVIEW REVISED MEDIATION ORDER AND EMAILS RE: SAME	0.20	275.00
11/07/25	WAU	REVIEW AND RESPOND TO EMAILS WITH DEBTOR TEAM RE: UPCOMING MEDIATION	0.30	412.50
11/10/25	FRY	FINAL REVIEW OF MOTION RE EXTENSION OF TIME TO REMOVE FOR FILING	0.30	345.00
11/10/25	FRY	MEETING WITH CSCEC RE SETTLEMENT DISCUSSIONS	4.50	5,175.00
11/10/25	DJH	MEETING WITH CSCEC REPRESENTATIVES AT CO-COUNSEL OFFICE	4.50	4,275.00
11/10/25	MDS	ATTEND VIRTUAL - MEDIATION PREPARATION	4.50	8,100.00
11/10/25	MDS	CORRESP. TO CLIENT D. AZMAN PROPOSAL	0.70	1,260.00
11/10/25	MDS	PREPARE FOR MEDIATION SESSION	1.30	2,340.00
11/10/25	MDS	CONFERENCE ATTORNEY/CO-COUNSEL M. BAUER RE: CALL WITH D. AZMAN/MEDIATION	0.60	1,080.00
11/10/25	MDS	TELEPHONE FROM ADVERSARY D. AZMAN RE: PROPOSAL	0.60	1,080.00
11/10/25	WAU	MEDIATION PREPARATION SESSION (PARTIAL)	3.00	4,125.00
11/11/25	ADM	FINALIZE THIRD REMOVAL EXTENSION MOTION FOR FILING (0.3); COORDINATE FILING AND SERVICE WITH D. DELEHANTY (0.1)	0.40	294.00
11/11/25	DED	REVIEW, PREPARE, FILE AND SERVE 3RD REMOVAL EXTENSION MOTION	0.50	210.00
11/11/25	MDS	CALL WITH ATTORNEY/CO-COUNSEL M. BAUER RE: MEDIATION	0.70	1,260.00
11/11/25	MDS	TELEPHONE FROM ADVERSARY D. AZMAN RE: EXAMINER	0.40	720.00
11/11/25	MDS	CALL WITH ADVERSARY D. AZMAN RE: RESPONSE	0.30	540.00
11/11/25	MDS	EMAILS WITH CO-COUNSEL AND CLIENT ON EXAMINER	0.60	1,080.00
11/12/25	FRY	REVIEW MEDIATION ORDER (.2); EMAIL TO COURT RE SUBMISSION OF SAME (.2)	0.40	460.00
11/12/25	MDS	REVIEW CCSEC HOLDINGS DECK AND VALUATION REPORT	0.80	1,440.00
11/13/25	FRY	CALL WITH CSCEC AND CO-COUNSEL RE SETTLEMENT PROPOSAL	1.30	1,495.00
11/13/25	DJH	REVIEW AND REVISE DRAFT MEDIATION STATEMENT	0.60	570.00

Re: CHAPTER 11 REORG. - DEBTOR  
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<b><u>DATE</u></b>	<b><u>INITIALS</u></b>	<b><u>Description</u></b>	<b><u>HOURS</u></b>	<b><u>AMOUNT</u></b>
11/13/25	MDS	CALL WITH CSCEC TEAM ON SETTLEMENT	1.30	2,340.00
11/13/25	WAU	REVIEW DRAFT MEDIATION STATEMENT	0.40	550.00
11/14/25	FRY	REVIEW FURTHER REVISED MEDIATION STATEMENT	0.60	690.00
11/14/25	FRY	REVIEW AND COMMENT ON MEDIATION STATEMENT	1.10	1,265.00
11/14/25	DJH	REVIEW AND REVISE DRAFT MEDIATION STATEMENT (.8); CORRESPOND WITH WORKING GROUP REGARDING SAME (.3)	1.10	1,045.00
11/14/25	MDS	REVIEW UPDATED BDO ANALYSIS	0.70	1,260.00
11/14/25	MDS	TELEPHONE FROM E. ABRAMS RE: MEDIATION STATEMENT	0.50	900.00
11/14/25	MDS	REVIEW AND REVISE MEDIATION STATEMENT	1.30	2,340.00
11/14/25	FRY	REVIEW BMLP MEDIATION STATEMENT	0.70	805.00
11/14/25	WAU	REVIEW MEDIATION STATEMENTS AND EMAILS RE: SAME	0.50	687.50
11/17/25	FRY	CALL WITH CO-COUNSEL AND E. ABRAMS RE PREPARATION FOR MEDIATION	1.00	1,150.00
11/17/25	DJH	REVIEW BMLP AND CCA MEDIATION STATEMENTS IN PREPARATION FOR MEDIATION	1.50	1,425.00
11/17/25	DJH	CALL WITH WORKING GROUP REGARDING MEDIATION PREPARATIONS	1.00	950.00
11/17/25	MDS	CORRESP. TO ATTORNEY/CO-COUNSEL RE: MEDIATION	0.40	720.00
11/17/25	MDS	TELEPHONE FROM ATTORNEY/CO-COUNSEL PRE- MEDIATION CALL	0.50	900.00
11/17/25	MDS	CORRESP. TO JUDGE PAPALIA RE: MEDIATION	0.30	540.00
11/17/25	WAU	MEDIATION PREPARATION CALL	1.00	1,375.00
11/18/25	ADM	REVIEW PRECEDENT RE: MOTION TO SEAL (0.2); CORRESPONDENCE FROM/TO CO-COUNSEL RE: SAME (0.1)	0.30	220.50
11/18/25	ADM	REVIEW PRECEDENT RE: MOTION TO SEAL (0.3); CORRESPONDENCE WITH CO-COUNSEL RE: DQ MOTION AND RELATED MOTION TO SEAL (0.3)	0.60	441.00
11/18/25	FRY	REVIEW MOTION TO SEAL RE DISQUALIFICATION	0.50	575.00
11/18/25	FRY	REVIEW MOTION TO DISQUALIFY QUINN EMANUEL	0.70	805.00
11/18/25	FRY	REVIEW FINAL MOTION TO DISQUALIFY QUINN EMANUEL (.8); COORDINATE FILING OF SAME (.2)	1.00	1,150.00
11/18/25	DED	CONFER WITH A. MILLIARESSIS RE UPCOMING FILINGS (0.6); REVIEW MOTION TO DISQUALIFY AND PREPARE SAME FOR FILING (0.8); FILE AND SERVE SAME WITH DECLARATION IN SUPPORT (1.0); REVIEW, PREPARE, FILE AND SERVE MOTION TO SEAL (0.6); REVIEW, PREPARE, FILE AND PROVIDE CHAMBERS UNREDACTED VERSIONS (0.5)	3.50	1,470.00

Re: CHAPTER 11 REORG. - DEBTOR  
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<u>DATE</u>	<u>INITIALS</u>	<u>Description</u>	<u>HOURS</u>	<u>AMOUNT</u>
11/18/25	DJH	REVIEW DRAFT MOTION TO DISQUALIFY (.5); CORRESPOND WITH WORKING GROUP REGARDING SAME (0.3)	0.80	760.00
11/18/25	MDS	REVIEW MOTION TO DISQUALIFY QUINN AND COMMENT	1.70	3,060.00
11/18/25	MDS	TELEPHONE TO MEDIATORS	0.50	900.00
11/18/25	MDS	TELEPHONE FROM ATTORNEY/CO-COUNSEL E. WEISGERBER RE: DISQUALIFY QUINN MOTION	0.30	540.00
11/18/25	MDS	CORRESP. TO ATTORNEY/CO-COUNSEL (0.2); CALL WITH E. CHESLER RE: STRATEGY (0.7)	0.90	1,620.00
11/18/25	WAU	REVIEW DRAFT DISQUALIFY QUINN MOTION AND EMAILS RE: SAME	0.40	550.00
11/19/25	ADM	ONGOING CORRESPONDENCE WITH CO-COUNSEL RE: FILING OF DQ MOTION RELATED PLEADINGS (0.4); REVIEW DQ MOTION AND DECLARATION AND FINALIZE REDACTED AND UNREDACTED VERSIONS FOR FILING (1.8); REVIEW AND COMMENT ON MOTION TO SEAL (0.5); CALL WITH B. MISHKIN RE: FILING (0.2); COORDINATE FILING AND SERVICE WITH D. DELEHANTY (0.3); CORRESPONDENCE WITH CO-COUNSEL RE: SERVICE (0.1)	3.30	2,425.50
11/19/25	ADM	CORRESPONDENCE WITH CO-COUNSEL RE: SERVICE OF UNREDACTED DQ MOTION AND DECLARATION (0.1); CORRESPONDENCE TO COURT ENCLOSING SAME (0.2); CORRESPONDENCE TO UST (0.2)	0.50	367.50
11/19/25	DJH	REVIEW TALKING POINTS IN CONNECTION WITH UPCOMING MEDIATION	0.40	380.00
11/19/25	DJH	CALL WITH MEDIATORS IN PREPARATION FOR UPCOMING MEDIATION (.8); CALL WITH CO-COUNSEL REGARDING SAME (.8)	1.60	1,520.00
11/19/25	MDS	CORRESP. TO CLIENT E. ABRAMS RE: MEDIATION	0.30	540.00
11/19/25	MDS	CORRESP. FROM CLIENT E. ABRAMS RE: MEDIATION	0.30	540.00
11/19/25	MDS	REVIEW DRAFT TALKING POINTS RE MEDIATION	0.50	900.00
11/19/25	MDS	MEDIATION PREPARATION CALL	0.80	1,440.00
11/19/25	FRY	CONFER WITH CO-COUNSEL AND CLIENT RE MEDIATION PREPARATION	0.80	920.00
11/19/25	FRY	CALL WITH MEDIATORS RE MEDIATION PREPARATION	1.00	1,150.00
11/19/25	WAU	REVIEW EMAILS RE: MEDIATION ISSUES AND STRATEGY	0.20	275.00
11/20/25	DJH	PREPARE FOR (1.9) AND ATTEND (10.0) MEDIATION AT CO-COUNSEL OFFICE	11.90	11,305.00
11/20/25	MDS	CONFERENCE WITH ATTORNEY/CO-COUNSEL F. YUDKIN AND DP RE MEDIATION	0.90	1,620.00
11/20/25	MDS	CONFERENCE WITH ATTORNEY/CO-COUNSEL F. YUDKIN RE: MEDIATION	0.60	1,080.00

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11/20/25	MDS	CONFERENCE WITH ATTORNEY/CO-COUNSEL RE: UPDATE ON MEDIATION	0.60	1,080.00
11/20/25	FRY	ATTEND MEDIATION	10.00	11,500.00
11/20/25	WAU	REVIEW EMAILS RE: MEDIATION	0.20	275.00
11/21/25	DJH	CALL WITH WORKING GROUP REGARDING MEDIATOR'S PROPOSAL	0.30	285.00
11/21/25	DJH	REVIEW DRAFTS OF SETTLEMENT TERM SHEET (1.3); CORRESPOND WITH WORKING GROUP REGARDING SAME (.3)	1.60	1,520.00
11/21/25	MDS	TELEPHONE FROM ATTORNEY M. BAUER RE: MEDIATION	0.90	1,620.00
11/21/25	MDS	CONFERENCE WITH INTERNAL TEAM RE: MEDIATION	0.60	1,080.00
11/21/25	FRY	REVIEW SETTLEMENT TERM SHEET	0.50	575.00
11/21/25	FRY	CALL WITH CLIENT RE SETTLEMENT	0.30	345.00
11/21/25	MDS	REVIEW TERM SHEET AND INTERNAL COMMENTS	0.70	1,260.00
11/21/25	MDS	CORRESPONDENCE TO ATTORNEY N. LABOVITZ RE: SETTLEMENT	0.20	360.00
11/21/25	WAU	REVIEW EMAILS AND DRAFT TERM SHEETS RE: MEDIATION/SETTLEMENT	0.30	412.50
11/22/25	ADM	RESEARCH RE: RECENT 9019 PRECEDENT (0.3); CORRESPONDENCE WITH CO-COUNSEL RE: SAME (0.1)	0.40	294.00
11/22/25	DJH	REVIEW REVISED DRAFT OF SETTLEMENT TERM SHEET	0.40	380.00
11/22/25	FRY	EMAILS TO/FROM CO-COUNSEL RE SEALING OF SETTLEMENT	0.20	230.00
11/22/25	FRY	REVIEW REVISIONS TO SETTLEMENT TERM SHEET	0.40	460.00
11/22/25	MDS	REVIEW BOARD UPDATE RE SETTLEMENT	0.50	900.00
11/22/25	WAU	REVIEW SEVERAL EMAILS RE: SETTLEMENT TERM SHEET AND RELATED ISSUES	0.50	687.50
11/23/25	FRY	REVIEW REVISIONS TO SETTLEMENT TERM SHEET	0.40	460.00
11/23/25	MDS	REVIEW EXTENSIVE EMAILS ON SETTLEMENT AND PROCESS	5.70	10,260.00
11/23/25	WAU	REVIEW REVISED SETTLEMENT TERM SHEET AND SEVERAL EMAILS RE: SAME	0.40	550.00
11/24/25	FRY	EMAILS TO/FROM CO-COUNSEL RE SETTLEMENT MOTION	0.20	230.00
11/24/25	FRY	EMAILS TO/FROM CO-COUNSEL RE MOTION TO APPROVE SETTLEMENT	0.20	230.00
11/24/25	DJH	REVIEW CORRESPONDENCE REGARDING SETTLEMENT TERM SHEET (0.2); ANALYZE SAME (0.3)	0.50	475.00
11/24/25	DJH	CORRESPOND WITH CO-COUNSEL REGARDING SETTLEMENT MOTION (0.3); REVIEW SAME (0.6)	0.90	855.00

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<b><u>DATE</u></b>	<b><u>INITIALS</u></b>	<b><u>Description</u></b>	<b><u>HOURS</u></b>	<b><u>AMOUNT</u></b>
11/24/25	ADM	REVIEW INBOUND RE: APPLICATION TO SHORTEN TIME REGARDING 9019 MOTION (0.1); CORRESPONDENCE WITH CO-COUNSEL RE: SAME (0.1)	0.20	147.00
11/24/25	MDS	REVIEW EMAILS RE SETTLEMENT (0.3); BAHAMAS HEARINGS (1.0); SCHEDULING (0.4)	1.70	3,060.00
11/25/25	FRY	MULTIPLE EMAILS WITH CO-COUNSEL RE FILING OF SETTLEMENT MOTION	0.30	345.00
11/25/25	FRY	ADDRESS ISSUES RE TIMING OF FILING OF SETTLEMENT MOTION	0.30	345.00
11/25/25	FRY	REVIEW AND COMMENT ON SETTLEMENT MOTION	1.00	1,150.00
11/25/25	FRY	REVIEW AND COMMENT ON SEALING MOTION AND APP TO SHORTEN TIME RE SETTLEMENT MOTION	1.10	1,265.00
11/25/25	DJH	REVIEW AND REVISE DRAFT SETTLEMENT MOTION (1.3); CALL WITH F. YUDKIN REGARDING SAME (.4); REVIEW MOTION TO SEAL AND SHORTEN TIME (.2)	1.90	1,805.00
11/25/25	MDS	REVIEW SETTLEMENT MOTION	1.30	2,340.00
11/26/25	ADM	CORRESPONDENCE TO UST RE: UNREDACTED 9019 MOTION	0.20	147.00
11/26/25	ADM	CORRESPONDENCE TO COURT RE: UNREDACTED 9019 MOTION	0.20	147.00
11/26/25	ADM	CALL WITH E. WORENKLEIN RE: 9019 MOTION AND RELATED FILINGS	0.20	147.00
11/26/25	ADM	REVIEW REDACTED AND UNREDACTED 9019 MOTIONS FOR FILING (0.4); CALL WITH D. DELEHANTY RE: FILING (0.1); COORDINATE FILING AND SERVICE WITH D. DELEHANTY (0.2)	0.70	514.50
11/26/25	ADM	CORRESPONDENCE WITH DP TEAM RE: 9019 MOTION (0.2); REVIEW APP TO SHORTEN AND MOTION TO SEAL FOR FILING (0.4); COORDINATE FILING AND SERVICE WITH D. DELEHANTY (0.1)	0.70	514.50
11/26/25	FRY	COORDINATION WITH CO-COUNSEL RE SETTLEMENT HEARING	0.20	230.00
11/26/25	FRY	FINAL REVIEW OF SETTLEMENT MOTION FOR FILING	0.50	575.00
11/26/25	DJH	REVIEW FILING VERSION OF SETTLEMENT MOTION (0.2); COORDINATE FILING OF SAME (0.2)	0.40	380.00
11/26/25	DED	REVIEW, PREPARE, FILE AND SERVE MOTION TO SEAL 9019 MOTION, APPLICATION TO SHORTEN, REDACTED 9019 MOTION AND UNREDACTED 9019 MOTION UNDER SEAL (1.6) AND EMAILS WITH TEAM RE SAME (0.4)	2.00	840.00
11/26/25	MDS	REVIEW SETTLEMENT MOTION AND COMMENTS	2.40	4,320.00
11/28/25	MDS	REVIEW GLOBAL SETTLEMENT AGREEMENT	0.50	900.00

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<u>DATE</u>	<u>INITIALS</u>	<u>Description</u>	<u>HOURS</u>	<u>AMOUNT</u>
11/30/25	DJH	REVIEW AND REVISE DRAFT SETTLEMENT AGREEMENT (.9); CORRESPOND WITH WORKING GROUP REGARDING SAME (.3)	1.20	1,140.00
11/30/25	FRY	REVIEW SETTLEMENT AGREEMENT	0.60	690.00

**NON-WORKING TRAVEL TIME** **3.20** **1,670.00**

<u>DATE</u>	<u>INITIALS</u>	<u>Description</u>	<u>HOURS</u>	<u>AMOUNT</u>
11/10/25	DJH	TRAVEL TO/FROM CO-COUNSEL OFFICE FOR MEETING	1.70	807.50
11/20/25	FRY	TRAVEL TO MEDIATION	1.50	862.50

**PLAN OF REORGANIZATION** **1.10** **1,980.00**

<u>DATE</u>	<u>INITIALS</u>	<u>Description</u>	<u>HOURS</u>	<u>AMOUNT</u>
11/05/25	MDS	REVIEW EMAILS RE EXCLUSIVITY/DIP	0.40	720.00
11/25/25	MDS	CONFERENCE WITH ATTORNEY/CO-COUNSEL F. YUDKIN RE: PLAN VS. DISMISSAL	0.70	1,260.00

**REPORTING** **1.20** **796.00**

<u>DATE</u>	<u>INITIALS</u>	<u>Description</u>	<u>HOURS</u>	<u>AMOUNT</u>
11/21/25	DED	REVIEW AND REDACT BANK STATEMENTS (0.3); REVIEW, PREPARE, FILE AND SERVE MOR FOR OCTOBER 2025 (0.5)	0.80	336.00
11/21/25	FRY	REVIEW MONTHLY OPERATING REPORT FOR FILING	0.40	460.00

TOTAL HOURS 164.10

PROFESSIONAL SERVICES: \$197,194.50

**TIMEKEEPER SUMMARY**

<u>NAME</u>	<u>TIMEKEEPER TITLE</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
Andreas D. Milliaressis	Associate	16.60	735.00	12,201.00
Daniel J. Harris	Member	1.70	475.00	807.50
Daniel J. Harris	Member	35.70	950.00	33,915.00
Danielle E. Delehanty	Paralegal	13.30	420.00	5,586.00
Felice R. Yudkin	Member	36.30	1,150.00	41,745.00
Felice R. Yudkin	Member	1.50	575.00	862.50
Michael D. Sirota	Member	49.30	1,800.00	88,740.00
Warren A. Usatine	Member	9.70	1,375.00	13,337.50

**Total 164.10 \$197,194.50**



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**COST DETAIL**

<u>DATE</u>	<u>Description</u>	<u>QUANTITY</u>	<u>AMOUNT</u>
10/06/25	COURT FEES	3.00	0.30
10/06/25	COURT FEES	3.00	0.30
10/06/25	COURT FEES	30.00	3.00
10/06/25	COURT FEES	4.00	0.40
10/06/25	COURT FEES	2.00	0.20
10/06/25	COURT FEES	15.00	1.50
10/06/25	COURT FEES	3.00	0.30
10/06/25	COURT FEES	1.00	0.10
10/06/25	COURT FEES	4.00	0.40
10/06/25	COURT FEES	3.00	0.30
10/06/25	COURT FEES	6.00	0.60
10/06/25	COURT FEES	30.00	3.00
10/06/25	COURT FEES	10.00	1.00
10/06/25	COURT FEES	3.00	0.30
10/06/25	COURT FEES	30.00	3.00
10/06/25	COURT FEES	30.00	3.00
10/06/25	COURT FEES	13.00	1.30
10/06/25	COURT FEES	11.00	1.10
10/06/25	COURT FEES	5.00	0.50
10/06/25	COURT FEES	4.00	0.40
10/06/25	COURT FEES	30.00	3.00
10/06/25	COURT FEES	3.00	0.30
10/06/25	COURT FEES	30.00	3.00
10/06/25	COURT FEES	30.00	3.00
10/06/25	COURT FEES	28.00	2.80
10/06/25	COURT FEES	3.00	0.30
10/07/25	COURT FEES	3.00	0.30
10/07/25	COURT FEES	14.00	1.40
10/07/25	COURT FEES	2.00	0.20
10/07/25	COURT FEES	30.00	3.00
10/07/25	COURT FEES	5.00	0.50
10/07/25	COURT FEES	3.00	0.30
10/07/25	COURT FEES	13.00	1.30
10/07/25	COURT FEES	4.00	0.40
10/07/25	COURT FEES	3.00	0.30

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<u>DATE</u>	<u>Description</u>	<u>QUANTITY</u>	<u>AMOUNT</u>
10/07/25	COURT FEES	30.00	3.00
10/07/25	COURT FEES	20.00	2.00
10/07/25	COURT FEES	28.00	2.80
10/07/25	COURT FEES	6.00	0.60
10/07/25	COURT FEES	3.00	0.30
10/07/25	COURT FEES	30.00	3.00
10/07/25	COURT FEES	10.00	1.00
10/07/25	COURT FEES	4.00	0.40
10/07/25	COURT FEES	15.00	1.50
10/07/25	COURT FEES	17.00	1.70
10/07/25	COURT FEES	9.00	0.90
10/07/25	COURT FEES	5.00	0.50
11/04/25	Car home from mediation	1.00	112.75
11/12/25	COURT FEES	13.00	1.30
11/12/25	COURT FEES	2.00	0.20
11/12/25	COURT FEES	3.00	0.30
11/12/25	COURT FEES	2.00	0.20
11/12/25	COURT FEES	2.00	0.20
11/12/25	COURT FEES	12.00	1.20
11/12/25	COURT FEES	4.00	0.40
11/13/25	COURT FEES	11.00	1.10
11/13/25	COURT FEES	5.00	0.50
11/13/25	COURT FEES	3.00	0.30
11/13/25	COURT FEES	8.00	0.80
11/13/25	COURT FEES	2.00	0.20
11/13/25	COURT FEES	3.00	0.30
11/13/25	COURT FEES	4.00	0.40
11/13/25	COURT FEES	3.00	0.30
11/13/25	COURT FEES	2.00	0.20
11/13/25	COURT FEES	4.00	0.40
11/13/25	COURT FEES	30.00	3.00
11/13/25	COURT FEES	10.00	1.00
11/13/25	COURT FEES	3.00	0.30
11/21/25	TRAVEL - CAR SERVICE	1.00	203.38
11/24/25	COURT FEES	30.00	3.00
11/26/25	COURT FEES	30.00	3.00
11/26/25	COURT FEES	30.00	3.00
11/26/25	COURT FEES	7.00	0.70

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<b><u>DATE</u></b>	<b><u>Description</u></b>	<b><u>QUANTITY</u></b>	<b><u>AMOUNT</u></b>
11/26/25	COURT FEES	30.00	3.00
11/26/25	COURT FEES	9.00	0.90
11/26/25	COURT FEES	30.00	3.00
11/26/25	COURT FEES	1.00	0.10
11/26/25	COURT FEES	30.00	3.00
11/26/25	COURT FEES	2.00	0.20
11/26/25	COURT FEES	30.00	3.00
11/26/25	COURT FEES	1.00	0.10
11/26/25	COURT FEES	30.00	3.00
11/26/25	COURT FEES	30.00	3.00
11/26/25	COURT FEES	12.00	1.20
11/28/25	DATA HOST	1.00	1,497.00
<b>Total</b>			<b>\$1,914.73</b>

**COST SUMMARY**

<b><u>Description</u></b>	<b><u>AMOUNT</u></b>
COURT FEES	101.60
TRAVEL - TAXI SERVICE	112.75
TRAVEL - CAR SERVICE	203.38
DATA HOST	1,497.00
<b>TOTAL COSTS</b>	<b>\$1,914.73</b>

TOTAL SERVICES AND COSTS: \$ 199,109.23