

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.¹

Applicant: Debevoise & Plimpton LLP

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.

/s/ M. Natasha Labovitz February 6, 2026
M. Natasha Labovitz Date

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



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SECTION I FEE SUMMARY

Summary of Amounts Requested for the Period
November 1, 2025 through November 30, 2025 (the “**Compensation Period**”)

Fee Total	\$1,035,665.10
Disbursement Total	\$1,930.24
Total Fees Plus Disbursements	\$1,037,595.34

Summary of Amounts Requested for Previous Periods

Total Previous Fees and Expenses Requested	<u>\$10,550,335.71</u>
Total Fees and Expenses Allowed to Date	\$9,129,892.11
Total Retainer Remaining	\$0.00
Total Holdback	\$283,260.11
Total Received by Applicant	\$10,267,075.60

Name of Professional and Title	Year Admitted	Hours	Rate²	Fee
M. Natasha Labovitz Partner	1997	85.5	\$2,317.50	\$198,146.25
Mark P. Goodman Partner	1988	32.5	\$2,317.50	\$75,318.75
Sidney P. Levinson Partner	1988	21.4	\$2,317.50	\$49,594.50
Erica S. Weisgerber Partner	2009	23.4	\$2,025.00	\$47,385.00
Elie J. Worenklein Counsel	2012	121.5	\$1,620.00	\$196,830.00
Michael C. Godbe Associate	2018	18.4	\$1,471.50	\$27,075.60
Christopher R. Ceresa Associate	2020	14.9	\$1,458.00	\$21,724.20
Xiaoxiao Zhou Associate	2009	49.6	\$1,458.00	\$72,316.80
Alexander Costin Associate	2021	7.7	\$1,458.00	\$11,226.60
Rebecca Zipursky Associate	2021	31.0	\$1,458.00	\$45,198.00
Rory Heller Associate	2022	87.2	\$1,354.50	\$118,112.40
Shefit Koboci Associate	2024	54.0	\$1,287.00	\$69,498.00
Benjamin Mishkin Associate	2025	72.0	\$1,017.00	\$73,224.00
Junho Park Paralegal	n/a	57.5	\$522.00	\$30,015.00
TOTALS		676.6		\$1,035,665.10

² In accordance with the Retention Order [Exhibit A hereto] and the Applicant's retention application [Docket No. 98], these rates reflect a 10% discount to Debevoise's standard rates.

**SECTION II
SUMMARY OF SERVICES**

Services Rendered	Hours	Fee
Business Operations	6.0	\$13,486.50
Case Administration	23.8	\$30,754.35
Contested BMLP Matters	134.8	\$209,308.50
Corporate Governance & Board Matters	14.9	\$24,686.10
DIP Financing	4.4	\$6,886.80
Employment & Fee Applications	38.6	\$28,229.85
Examiner	0.4	\$927.00
Investigation of Causes of Action	0.3	\$625.50
Mediation	452.0	\$719,151.30
Reporting	1.4	\$1,609.20
FEE TOTALS	676.6	\$1,035,665.10

**SECTION III
SUMMARY OF DISBURSEMENTS**

Disbursement Category	Amount
Computer Assisted Legal Research	\$79.36
In-House Production	\$14.00
Travel	\$1,588.34
Working Meal	\$248.54
TOTAL	\$1,930.24

**SECTION IV
CASE HISTORY**

- (1) Date case filed: December 22, 2024
- (2) Chapter under which case commenced: Chapter 11
- (3) Date of retention: February 7, 2025, effective as of the Petition Date. *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 needed³:
 - (a) The Applicant provided services to the Debtor related to preparing for, and participating in, mediation with CSCEC Holding Company, Inc. (“**CSCEC Holding**”) and BML Properties, Ltd. (“**BMLP**”). Among other services provided, the Applicant prepared a mediation brief providing the co-mediators with background on the status of the chapter 11 case, the New York State litigation and the various disputes among the Debtor, certain of its affiliates, and BMLP, and advised the Debtor throughout the mediation itself.
 - (b) The Applicant provided services to the Debtor with respect to negotiating, drafting, and executing the Mediation Settlement Term Sheet and Settlement Agreement among the Debtor, CSCEC Holding, BMLP, CCA Bahamas, Ltd., and CSCEC (Bahamas), Ltd. [Docket No. 591], which resolved a key gating issue in resolving the chapter 11 case and will enable the Debtor to promptly pursue plan confirmation.
 - (c) The Applicant advised the Debtor with respect to the retention by BMLP of Quinn Emanuel Urquhart & Sullivan, LLP (“**Quinn Emanuel**”) as counsel, including analyzing the Debtor’s client case materials received from Quinn Emanuel and researching and drafting a motion to disqualify Quinn Emanuel from representing BMLP in the chapter 11 case.
 - (d) The Applicant advised the Debtor and its financial advisor on legal issues relating to required bankruptcy disclosures including the monthly operating reports and coordinated various other reporting deliverables.
 - (e) The Applicant addressed corporate governance matters, including preparing materials and providing updates to the board of directors.

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

- (f) The Applicant advised on other matters concerning the administration of the chapter 11 case.
 - (g) The Applicant rendered all other services set forth in the invoices attached hereto as **Exhibit B**.⁴
- (5) Anticipated distribution to creditors:
- (a) Administration expense: 100% of claims.
 - (b) Secured creditors: Agreed resolution.
 - (c) Priority creditors: 100% of claims.
 - (d) General unsecured creditors: 100% of claims.
- (6) Final disposition of case and percentage of dividend paid to creditors: Unknown at this time.
- (7) This is the Applicant's eleventh monthly fee statement.

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

Exhibit A

Retention Order



Order Filed on February 7, 2025
by Clerk
U.S. Bankruptcy Court
District of New Jersey

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

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

DEBEVOISE & PLIMPTON LLP

M. Natasha Labovitz (admitted *pro hac vice*)
Sidney P. Levinson (admitted *pro hac vice*)
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Proposed Co-Counsel to the Debtor and Debtor in Possession

In re:
CCA Construction, Inc.,¹

Debtor.

Case No. 24-22548 (CMG)

Chapter 11

Judge: Christine M. Gravelle

¹ The last four digits of the Debtor's federal tax identification number are 4864. 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 Authorizing the Employment and Retention of Debevoise & Plimpton LLP as Bankruptcy Co-Counsel for the Debtor Effective as of the Petition Date

**ORDER AUTHORIZING THE EMPLOYMENT AND
RETENTION OF DEBEVOISE & PLIMPTON LLP AS BANKRUPTCY
CO-COUNSEL FOR THE DEBTOR EFFECTIVE AS OF THE PETITION DATE**

The relief set forth on the following pages, numbered two (2) through six (6), is
ORDERED.

DATED: February 7, 2025



**Honorable Christine M. Gravelle
United States Bankruptcy Judge**

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Debtor: CCA Construction, Inc.
Case No.: 24-22548 (CMG)
Caption of Order: Order Authorizing the Employment and Retention of Debevoise & Plimpton LLP as Bankruptcy Co-Counsel for the Debtor Effective as of the Petition Date

Upon CCA’s application [Docket No. 98] (the “**Application**”)² for the entry of an order authorizing CCA’s employment and retention of Debevoise & Plimpton LLP (“**Debevoise**”) as bankruptcy co-counsel effective as of the Petition Date, pursuant to sections 327(a) and 330 of the Bankruptcy Code, Bankruptcy Rules 2014(a) and 2016, and Local Rule 2014-1; and upon the Labovitz Declaration and the Wei Declaration; and the Court having jurisdiction to consider the Application and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference to the Bankruptcy Court Under Title 11* of the United States District Court for the District of New Jersey, entered July 23, 1984, and amended on 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); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and the Court having reviewed the Application, the Labovitz Declaration and the Wei Declaration; and the Court being satisfied based on the representations made in the Application, the Labovitz Declaration and the Wei Declaration that (a) Debevoise does not hold or represent an interest adverse to CCA’s estate and (b) Debevoise is a “disinterested person” as defined in section 101(14) of the Bankruptcy Code and as required by section 327(a) of the Bankruptcy Code; and notice of the Application appearing to be adequate and appropriate under the circumstances; and any objections to the requested relief having been withdrawn or overruled on the merits; and after due deliberation and sufficient cause appearing therefor, it is hereby ORDERED that:

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

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Debtor: CCA Construction, Inc.
Case No.: 24-22548 (CMG)
Caption of Order: Order Authorizing the Employment and Retention of Debevoise & Plimpton LLP as Bankruptcy Co-Counsel for the Debtor Effective as of the Petition Date

1. The Application is granted as set forth herein.
2. Pursuant to sections 327(a) and 330 of the Bankruptcy Code, CCA is authorized to employ and retain Debevoise as its attorneys in accordance with the terms and conditions set forth in the Application and that certain engagement letter attached hereto as **Exhibit 1** (the “**Engagement Letter**”), effective as of December 22, 2024 (the “**Petition Date**”).
3. Debevoise shall apply for (a) compensation for professional services rendered and (b) reimbursement of expenses incurred in connection with CCA’s chapter 11 case, in both cases subject to the Court’s approval and in compliance with the applicable provisions of the Bankruptcy Code (including, but not limited to, sections 331 and 330 of the Bankruptcy Code), the Bankruptcy Rules, the Local Rules and any other applicable procedures or orders of the Court. Debevoise 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 Debevoise in the chapter 11 case.
4. Notwithstanding anything in this Order to the contrary, Debevoise is also authorized to represent CCA and the non-Debtor defendants in connection with the Baha Mar Litigation and all fees incurred in connection with the Baha Mar Litigation shall be paid by the non-Debtor defendants, and not by CCA, and Court approval shall not be required for such related fees.
5. In order to avoid any duplication of effort and provide services to CCA in the most efficient and cost-effective manner, Debevoise shall coordinate with Cole Schotz P.C. and any additional firms CCA retains regarding their respective responsibilities in the chapter 11

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Debtor: CCA Construction, Inc.
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case. As such, Debevoise shall use its best efforts to avoid duplication of services provided by any of CCA's other retained professionals in the chapter 11 case.

6. Prior to any increases in Debevoise's rates set forth in the Application, Debevoise shall file a supplemental affidavit with the Court and provide 10-days' notice to CCA, the U.S. Trustee and any official committee appointed in the chapter 11 case. All parties in interest retain their rights to object to any rate increase on all grounds, including the reasonableness standard 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.

7. Debevoise shall (i) only bill 50% for non-working travel; (ii) not seek the reimbursement of any fees or costs, including attorney fees and costs, arising from the defense of any filed objections to any of Debevoise's fee applications in this chapter 11 case; (iii) use the billing and expense categories set forth in the U.S. 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.

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

9. Notwithstanding anything to the contrary in the Application or the Engagement Letter, to the extent that Debevoise uses the services of independent contractors or subcontractors (collectively, the "**Contractors**") in this chapter 11 case, Debevoise (a) shall

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Debtor: CCA Construction, Inc.
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passthrough the cost of such Contractors to CCA at the same rate that it pays the Contractors; (b) shall seek reimbursement for actual out-of-pocket expenses only; (c) shall ensure that the Contractors submit the same connections disclosures as required of professionals 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 Debevoise and any other person other than as permitted by Bankruptcy Code section 504 to share compensation for services rendered in connection with this chapter 11 case, nor shall Debevoise share or agree to share compensation received for services rendered in connection with this case with any other person other than as permitted by Bankruptcy Code section 504.

10. Notwithstanding Debevoise's Terms of Engagement, the provision concerning fee disputes is null and void during the pendency of this Chapter 11 Case.

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

12. CCA and Debevoise are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Application.

13. Notwithstanding any Bankruptcy Rule or Local Rule to the contrary, the terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

14. The Court retains jurisdiction with respect to all matters arising from or related to the implementation of this Order.

EXHIBIT 1

Engagement Letter



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

**PRIVILEGED & CONFIDENTIAL
ATTORNEY WORK PRODUCT
ATTORNEY-CLIENT COMMUNICATION**

September 12, 2024

James McMahan
CCA Construction, Inc.
445 South Street, Suite 310
Morristown, NJ 07960

Dear Mr. McMahan:

We are grateful that you have asked Debevoise & Plimpton LLP to act as counsel to CCA Construction, Inc., CSCEC Bahamas, Ltd. and CCA Bahamas Ltd. (collectively, "Client"). This engagement letter and the attached Debevoise & Plimpton Terms of Engagement (the "Terms of Engagement") together set forth the terms that will govern our work for Client on the matter(s) described in this letter. This engagement letter supplements our November 27, 2023, engagement letter with you.

1. Scope of Engagement

Client has engaged us to represent it in connection with evaluating and implementing a potential restructuring of its financial obligations, whether in-court or out-of-court, and such related additional matters for which you request our services or advice. In this engagement, we are representing Client and not any of its affiliates or any other entity or person associated with or related to Client.

We understand that you will be our principal contact for communications at Client from whom we will receive our instructions, although we may also be working with and receiving instructions from others within your organization during this engagement.

If additional services are requested by Client and agreed to by us, this engagement letter and the attached Terms of Engagement will also apply to such services, unless superseded by another written engagement letter. Our representation is limited to the services that Client requests and we agree to perform on Client's behalf.

2. Staffing

As discussed, Natasha Labovitz and I will lead our firm's work on this matter, and the principal counsel and associates on the matter will be Elie Worenklein, Rory Heller and Shefit Koboci. Other attorneys and support personnel may also perform services. I will be happy to discuss project management and staffing matters with you at any time.

3. Billing Policies and Procedures

Our fees for our services will be based upon our customary hourly rates for matters of this kind.

Our current hourly rates for this matter range from \$810 per hour for our newest associates to \$2,280 per hour for our most experienced partners. The current hourly rate for myself and Natasha Labovitz is \$2,280 per hour; Elie Worenklein's hourly rate is \$1,640; Rory Heller's hourly rate is \$1,315; Shefit Koboci's hourly rate is \$1,205. Rates for project assistants, legal assistants and other support personnel range from \$355 per hour to \$820 per hour. These rates are subject to adjustment by the firm from time to time.

In addition to the above, and in recognition of our relationship:

- Our hourly rates for attorneys and other time-keepers who work on this matter will be subject to a 10% discount from our standard hourly rates.
- In the event that the only three entities required to file for bankruptcy are the Client (i.e., CCA Construction, Inc., CSCEC Bahamas, Ltd. and CCA Bahamas Ltd.), we will, with respect to any fees that are incurred on or prior to the later of October 31, 2024 or 30 days after entry of the state court judgment, apply a discount of 25% for any fees that are incurred in excess of \$750,000 and apply a discount of 50% for any fees incurred in excess of \$1,000,000.
- In the event that more than three entities are required to file for bankruptcy, we will, with respect to any fees that are incurred on or prior to the later of October 31, 2024 or 30 days after entry of the state court judgment, apply a discount of 25% for any fees that are incurred in excess of \$1,000,000 and apply a discount of 50% for any fees incurred in excess of \$1,500,000.
- Please note that the above fee discounts of 25% and 50% shall not apply to any fees incurred for M&A transactions, a prepackaged/prearranged plan, DIP financing, litigation appellate work for NY state court, or combatting an attempted injunction against filing.

To the extent insurance coverage may be available to pay for our services, Client will be responsible for paying any difference between the amount covered and paid by insurance and our above-stated rates for the matter. Unless otherwise agreed in writing, Client shall be responsible for submitting any and all claims to said insurer(s), and shall not withhold or otherwise delay payment of our fees pending reimbursement or a coverage decision or calculation by an insurer or other third party.

We will bill Client for disbursements and other charges that we incur on its behalf. These disbursements and charges may include, among others, filing fees and fees and expenses incurred in connection with court reporters, transcripts, expert witnesses, document retrieval services, travel, postage, express deliveries, and local and other counsel (where appropriate); and charges for messenger services, document preparation (including word processing and duplicating), computerized legal research and other database services, and certain overtime and administrative expenses.

If a disbursement or other charge is significant, our usual practice is to ask Client to pay the provider directly upon receipt of the applicable invoice. In addition, for large expenses the provider may require Client to prepay all or a portion of such expenses.

In accordance with our standard billing practice, we expect to bill Client on a monthly basis or, in accordance with the retainer arrangement described below, more frequently to the extent that such billing may result in our bills exceeding the amount of our estimated fees and expenses described below. In our experience, clients find monthly billing to be helpful in monitoring the nature and amount of services. Depending on the circumstances, estimated or summary bills may be provided during certain billing cycles, with supporting time descriptions and expense summaries to follow thereafter. We expect that Client will pay the amounts shown as due on these statements promptly upon their receipt.

We will seek to consult with you in advance before undertaking any major new task in our representation of Client, and to keep you informed where our fees, disbursements and other charges stand on an ongoing basis, if you so request.

A retainer in the amount of \$250,000 will be payable promptly in connection with our work on this assignment, which is intended to be an “advance payment retainer,” as defined in Opinion 816 of the New York State Bar Association Committee on Professional Ethics and *Entegra Power Group, LLC v. Dewey & Leboeuf LLP (In re Dewey & Leboeuf LLP)*, 493 B.R. 421, 430 (Bankr. S.D.N.Y. 2013). The amount of the initial advance payment retainer has been set to approximate our estimate of fees, expenses and other disbursements that are expected to be accrued and unpaid by Client between payment cycles. Debevoise’s estimate of expected fees and expenses may change based upon actual or expected fees and expenses incurred or expected to be incurred, as applicable. Client agrees to provide additional advance payment retainers upon request by Debevoise to ensure that the amount of any advance payment retainers remains at or above our estimated fees and expenses. Client further agrees that Debevoise may apply the advance payment retainers to satisfy any outstanding fees as services are rendered and to expenses as they are incurred. If an insurer pays such fees and expenses under a Client insurance policy. Debevoise shall refund the Client for any such amounts paid by an insurer.

Client understands and agrees that any advance payment retainers are earned by Debevoise upon receipt; any advance payments retainers become property of Debevoise upon receipt; Client no longer has any property interest in any advance payment retainers upon Debevoise's receipt; any advance payment retainers will be placed in Debevoise's general account and will not be held in a client trust, escrow or similar account; and Client will not earn interest on any advance payment retainer. Client and Debevoise agree that, at the conclusion of this engagement, if the aggregate amount of any advance payment retainers held by Debevoise exceeds the amount of Debevoise's final bill for fees, expenses and other disbursements, then Debevoise will refund the excess amount to Client.

Client further understands and agrees that the use of advance payment retainers is an integral condition of our engagement and is necessary to ensure that Client continues to have access to our services; Debevoise is compensated for its representation of Client; Debevoise is not a prepetition creditor in the event that Client commences, or has commenced against it, a case under the U.S. Bankruptcy Code, 11 U.S.C. §§ 101, *et seq.*; and, in light of the foregoing, the provision of the advance payment retainers is in Client's best interests. The provision of one or more advance payment retainers does not affect Client's right to terminate this representation or the attorney-client relationship.

4. Conflicts

At present, we are not aware of any conflicts of interest in undertaking this representation. As Client is aware, however, our firm represents many other companies and individuals (including other clients who are or may become Client's competitors) in a variety of matters, including, but not limited to, mergers, acquisitions, financings, restructurings, bankruptcies, investigations, fund formations, litigations, and regulatory matters.

It is possible that during the time we are representing Client, some of our present or future clients will have disputes, transactions, or other matters with or involving Client or its affiliates. We may also be asked to seek discovery from Client or its affiliates in connection with the representation of another client in a litigation, arbitration, or other dispute resolution proceeding. In light of the foregoing, we wish to clarify, and confirm Client's agreement, that our representation of Client will not prevent us from representing existing or new clients that may have interests that are adverse to or otherwise different from those of Client or its affiliates, so long as the matter for the other client is neither substantially related to our work for Client nor a litigation, arbitration, or other dispute proceeding in which Client is named as a party adverse to such other client.

Our firm has an active bankruptcy practice. We may from time to time be retained by other clients to represent their interests in bankruptcy cases or out-of-court restructurings in which Client or one of its affiliates is or may be a party with interests adverse to or otherwise different from those of these other clients. Client agrees that our

representation of Client in the matters described in this letter will not, in and of itself, disqualify us from representing other clients in such bankruptcies or restructurings so long as we do not represent such other clients in any litigation in which Client is named as a party adverse to such other clients.

In the course of representing Client we may from time to time consult with the lawyers in our firm responsible for advising our firm, or with outside counsel, on our professional obligations relating to our representation of Client. Such consultations may involve matters including professional ethics issues and potential or actual conflicts of interest. Client acknowledges and agrees that, notwithstanding that there may be potential for conflict between us and Client in consideration of our professional obligations, we are free to consult with our own counsel on such matters without Client's consent and that such consultations are confidential and subject to our attorney-client privilege, as communications between our firm's personnel and counsel to our firm; Client agrees that it shall have no right to such communications.

By consenting to the arrangements described in this letter, Client will be waiving any conflict of interest that might arise in the situations described above and agreeing not to seek to disqualify us or otherwise to assert a conflict in those situations.

We agree that Client's consent to and waiver of conflicts in the preceding paragraphs do not permit us, without Client's prior consent, to disclose to another client confidential information about Client obtained in the course of our representation of Client. Conversely, we will not disclose to Client or use on its behalf any information with respect to which we owe a duty of confidentiality to another client or person.

5. Governing Law and Dispute Resolution

This engagement letter, the attached Terms of Engagement (with the exception of sections B and C thereof) and any other matters relating to or arising directly or indirectly out of our relationship with Client shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to the choice of law provisions thereof.

If a dispute arises as to the amount of the fee being charged, Client may have the right to seek arbitration or mediation of the fee dispute under a procedure established in New York State for resolution of certain fee disputes pursuant to Part 137 of the Chief Administrator Rules. We will provide you with the necessary information regarding such processes in the event of a dispute, or at any time upon request.

Except to the extent otherwise required by such Chief Administrator Rules, any dispute or claim arising out of or in any way relating to our representation of Client, including any work that might have been done prior to entering into this engagement letter (and including, without limitation, any claim of malpractice or breach of contract,

or any claim relating to fees, costs, charges or expenses for the representation) shall be finally settled by arbitration, and judgment upon the award may be entered by any court having jurisdiction thereof or having jurisdiction over the relevant party or its assets.

The arbitration shall be conducted in accordance with the International Institute for Conflict Prevention and Resolution (“CPR”) Non-Administered Arbitration Rules in effect at the time of the arbitration, except as they may be modified herein or by mutual agreement of our firm and Client (collectively, the “parties”). The seat of the arbitration shall be New York, New York and it shall be conducted in the English language. The arbitration shall be conducted by three arbitrators, of whom each party shall appoint one, with the third arbitrator selected by the two party-appointed arbitrators pursuant to the CPR Non-Administered Arbitration Rules.

The parties agree that the arbitration shall be kept confidential and that the existence of the proceeding and any element of it shall not be disclosed beyond the tribunal, the parties and their counsel, experts, insurers and any other person necessary to the conduct of the proceeding. These confidentiality obligations shall not apply if disclosure is required by law or in judicial or administrative proceedings, or as far as disclosure is necessary to enforce the rights arising out of the award.

This agreement to arbitrate shall constitute an irrevocable waiver of each party’s right to a trial by jury, discovery that would customarily be available in a judicial proceeding, and appeal, but the arbitrator shall have the power to grant any remedy for money damages or equitable relief that would be available to such party in a dispute before a court of law in New York. The arbitration shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1 et seq. The parties further agree that the arbitral tribunal shall have primary responsibility to hear and determine challenges to the jurisdiction of the arbitral tribunal.

6. Terms of Engagement

The attached Terms of Engagement form an integral part of this engagement letter and are binding on the parties hereto. In the event of any inconsistency between this engagement letter and the attached Terms of Engagement, the terms set forth in this engagement letter shall prevail. In the event of any conflict between the terms of this engagement letter or the attached Terms of Engagement, on the one hand, and any outside counsel guidelines or policies adopted by Client, on the other hand, this engagement letter and the Terms of Engagement shall prevail.

* * *

Above all, our relationship with Client must be based on trust, confidence and clear understanding. If you have any questions about this engagement letter and the attached Terms of Engagement, or about any aspect of the work that the firm, or any of

the firm's lawyers, is performing for Client, please call me directly to discuss the matter. We encourage you to inquire about any matter concerning the attorney-client relationship that is in any way unclear or unsatisfactory.

Please confirm Client's agreement by countersigning a copy of this engagement letter in the space provided below and returning such countersigned copy to me. Please note, however, that Client instructing us or continuing to instruct us on this matter or any other matter on which we agree to represent Client pursuant to the terms of this engagement letter will constitute Client's full acceptance of the terms set out above and attached.

We invite you to consult with us at any time and on any topic. We look forward to continuing our relationship and working with you on this important matter.

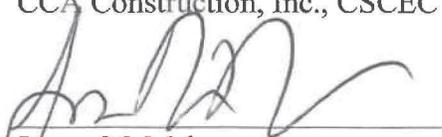
Sincerely,



Sidney P. Levinson

ACCEPTED AND AGREED:

CCA Construction, Inc., CSCEC Bahamas Ltd. and CCA Bahamas, Ltd.


James McMahon
General Counsel



DEBEVOISE & PLIMPTON TERMS OF ENGAGEMENT

Debevoise & Plimpton is a global law firm with offices in the United States, Europe and Asia. It provides services through Debevoise & Plimpton LLP, a limited liability partnership registered in New York and headquartered in New York, and through related entities operating in certain other jurisdictions. The following terms apply either generally or in respect of a specific matter, as appropriate, to the provision of such services. Each matter in respect of which we provide services to you is, for the purposes of these Terms of Engagement, a “Matter”. References to “you”, “your”, or the “Client” are to our client(s) in the Matter. References to “we”, “our”, “us”, the “firm”, or “Debevoise” are to the Debevoise & Plimpton entity or entities providing services to you. References to the “Agreement” are to the engagement letter to which these Terms of Engagement are attached and these Terms of Engagement.

A. GENERAL TERMS

A.1 Client identification. Many jurisdictions have adopted or are in the process of changing or creating anti-money laundering, counter-terrorist financing, embargo, trade sanctions or similar laws, regulations and policies. As part of the firm’s responsibility for compliance with such laws, regulations and policies, the firm may be obliged to take detailed steps to verify the identity of our clients and their beneficial owners (if any) and the source of our clients’ funds and wealth. Accordingly, prior to commencement of work, the firm may have already requested, or may be requesting shortly, that you provide us with required identification and other documents. A delay or failure on your part to provide information required for verification purposes may prevent us from commencing or continuing work on a Matter. The firm reserves the right to request additional information that it believes is necessary, advisable or appropriate to verify identity and/or to ensure the firm’s compliance with applicable laws, regulations and policies from time to time.

A.2 Client assistance and cooperation. To enable us to represent you effectively and for our relationship to succeed, you agree to cooperate fully with us in our representation of you and to make available to us any documents or other information, personnel or agents as necessary to assist us in our representation of you. It is essential for you to provide us with all factual information reasonably relevant and material to the subject matter of our representation, and we will rely on the accuracy and completeness of any documents or other information you may provide.

A.3 Confidentiality. We owe a duty of confidentiality to you. We will not disclose any confidential information that we obtain as a result of our provision of services to you except as you expressly permit; as required by applicable law or regulation; if consistent

with the applicable professional conduct rules; or as required to our professional advisers and third parties who provide business support services to us, subject to their entering into contractual duties of confidentiality with us.

A.4 Sharing Client information with Debevoise entities. You agree that we may share information relating to you or a Matter with all Debevoise & Plimpton entities that are part of our global law firm and any lawyers associated with such entities, all of which are bound by the terms of this Agreement including our confidentiality obligations to you.

A.5 Change in control. In the event that Client is acquired or is otherwise subject to a change in control (including by a person or group becoming a controlling affiliate of yours) after the inception of this engagement, it is understood that the firm does not represent the acquiring entity or such controlling affiliate or otherwise establish a lawyer-client relationship with such entity or affiliate by virtue of such change in control. Furthermore, Client will provide us with sufficient notice to permit us to withdraw as your lawyers, subject to our ethical obligations, if we determine that such affiliation, acquisition or merger creates a conflict of interest, or if we determine that it is otherwise not in the best interests of the firm to continue to represent Client. In addition, Client acknowledges and agrees that any applicable privilege of Client belongs to Client alone and not to any acquiring or successor entity separate from Client, and on behalf of any such acquiring or successor entity Client waives any right or title to, and interest in, Client’s privileged information to the extent that such acquiring or successor entity otherwise has any right or title to, or interest in, such information.

A.6 No third party reliance. Our advice, whether provided in written, oral or any other form, is provided for your benefit alone and solely for the purposes of the

particular Matter to which it relates. Unless otherwise agreed in writing, our advice may not be used or relied on by any third party.

that you will promptly notify us if you become aware of any other persons or entities that are or may become involved in a Matter.

- A.7 Use of legal due diligence reports by non-clients. You understand that in the event that we prepare for you a legal due diligence report in connection with a proposed transaction, such report will be prepared solely to assist you in evaluating the proposed transaction. Our report may not be relied upon by any other person or entity, or for any other purpose. You may not describe, show or furnish our report to any other person or entity, and no other person or entity may use our report, without our prior written consent. We may withhold consent in our sole discretion, and any such consent may be conditional upon, among other things, written acknowledgment from any person or entity receiving or using our report that we have not authorized reliance by, owe no duty to and have no liability to such person or entity in connection with our due diligence investigation or our report.
- A.8 Estimates are not binding. Any fee estimate, budget, or projection of hours we may provide is not a commitment to cap our fees or perform the services contemplated within a fixed amount of time or for a fixed fee. Any estimate, budget, or projection of hours is by its nature inexact and our actual fees and other charges may vary.
- A.9 Full payment of all amounts. Our fees, disbursements and other charges as described in this Agreement and as shown on our statements are to be paid without any reduction for withholding taxes or other governmental charges, unless otherwise agreed to by you and us. In appropriate circumstances, Client may also be responsible for value added, sales or other taxes related to our fees, disbursements or other charges.
- A.10 Third party payment of legal fees, disbursements and other charges. Sometimes our fees, disbursements and other charges, or a portion of them, are paid by a third party, such as an insurer. In this event, in the absence of an agreement to the contrary, you will remain responsible for paying the difference, if any, between the amounts shown on our statements and any amounts paid by the third party. The full payment of our fees, disbursements and other charges is ultimately your responsibility as Client.
- A.11 Conflicts check. To enable us to conduct a conflicts check, you represent that you have identified for us all persons and entities that are or may become involved in a Matter to the best of your knowledge. You agree

- A.12 Privacy. Our privacy policy describes our practices with regard to our collection and use of personal information in the course of our business, including in the course of performing legal services for Client. In particular, our privacy policy describes the types of personal information we collect; how we collect, use and share personal information; our legal bases for using personal information; how long we keep personal information; how we protect personal information; the countries to which we may transfer personal information; and the rights of individuals regarding their personal information. Our privacy policy is accessible on our website at <https://www.debevoise.com/footer/privacy>. It is updated from time to time, so we encourage you to review it regularly.

Client represents and warrants to us that any personal information relating to third parties which Client provides to us is collected, used and shared by Client in accordance with applicable data protection laws. In addition, Client agrees to give to us reasonable notice of any proposed transfer by Client to us of data which include personal information and, to the extent necessary to comply with data protection laws, to provide a copy of our privacy policy to any third party whose personal information is transferred by Client to us. In no event shall we retain, use, sell or disclose any third party personal data (including any “consumer’s personal information” as that phrase is used in the California Consumer Privacy Act of 2018) that we have received from Client for any purpose other than for the specific purpose of performing the services specified in this Agreement, except as may be required and/or permitted by law.

- A.13 Use of technology. The firm will use communication, word processing, support, analytic, storage and other technologies in the course of providing services to Client. To enable us efficiently to provide our services to Client, we may use technology service providers that host, store or process confidential or other information that Client provides to us and/or documents or data that we create or use in the course of providing services to Client. These technology service providers may in turn use other parties (including so-called “cloud service providers”) to provide their services. Although we use commercially reasonable efforts to require our technology service providers to protect the confidentiality and security of

confidential information, documents and data provided to them or to which they otherwise might have access, we are unable to guarantee that such providers, or fourth party providers who assist our technology service providers, will not themselves be subject to data security breaches, or that information, documents and data we provide will not be used by such providers in an unauthorized manner. By entering into this Agreement, Client consents to our use of such providers in providing our services.

- A.14 Email communications. We recommend that all email communication between us and Client be encrypted in transit. Encryption can help avoid the risks attendant to communication by email, which is capable of being intercepted by others. Our systems are configured to send and receive encrypted email by default, and we would be happy to work with you if you choose to configure your systems to enforce encrypted format. If that is not feasible or you choose not to do so, you consent to the use of unencrypted email in our communications.
- A.15 Third party electronic communication providers. We advise against the use of third party electronic communication programs, such as WeChat or WhatsApp, for transmitting confidential information to us, as we cannot vouch for the security of any information transmitted through the use of such programs. If you choose to communicate with us by using any such program, however, such communication by you will be treated as your consent for us to communicate with you using that program.
- A.16 Termination. Client may terminate our representation at any time for any reason. Subject to ethical obligations, we reserve the right to withdraw from an engagement if our statements are not being paid in a timely manner, if for any other reason the lawyer-client relationship is not proceeding in a satisfactory manner, or to comply with other legal requirements such as sanctions restrictions. Our representation regarding the Matter to which this Agreement applies will end upon completion of our legal services under this Agreement, when the firm has performed no services for Client under this Agreement for a period of six months or longer, at such time as it reasonably appears that the need for our legal services in connection with the Matter has ended, or at such time as legally required, whichever is earliest.

In the event we choose to terminate our representation, as set forth in our Agreement, you agree not to contest our withdrawal from any court or administrative

proceeding.

Upon termination of our representation in a particular Matter (even if the firm continues active involvement in other Matters on your behalf), the firm will have no further duty to inform you of future developments or changes in law as may be relevant to such Matter. Further, unless we mutually agree in writing to the contrary, the firm will have no obligation to monitor renewal or notice dates or similar deadlines that may arise in connection with Matters for which the firm had been retained but for which we are no longer engaged.

- A.17 Disposition of files. Once our work on a Matter ends, at Client's request, the firm will return, retain, or discard the materials pertaining to the Matter to which Client may be entitled under applicable law (the "Client File"). However, unless Client provides written notice to us within one year after a Matter has concluded concerning how Client would like the Client File to be handled, Client understands and agrees that we may retain or destroy the Client File (including all materials contained therein) at our discretion and consistent with our ethical obligations. Client understands that "materials" include originals as well as copies, and also that "materials" include paper files as well as information stored in other forms, including email, electronic documents, audio and video recordings and file materials in other formats.

Our own files pertaining to the Matter will be retained by the firm (as opposed to being sent to Client) or destroyed. These firm files include, for example, certain internal correspondence and work product, firm administrative records, time and expense reports, personnel and staffing materials, and accounting records.

We reserve the right to make and retain, at our expense, copies of all materials generated or received by us in the course of our representation. If Client requests copies of materials from us, copies that we generate will be made at Client's expense. Should Client wish us to retain a large quantity of paper or electronic documents, we will negotiate with Client a reasonable charge, based upon the quantity of the material to be retained and the manner and duration of its retention.

- A.18 Hosting data. The firm may offer to electronically host and maintain a platform for Client to share information within Client, or as Client chooses, with other individuals. To the extent that the firm agrees to

offer such a service, you agree to be bound by the “Terms of Use” found at <https://extranet.debevoise.com/debevoise/termsOfUse.action>, as those terms may be periodically updated. You also agree that to the fullest extent permitted by law you will not hold the firm, its partners, employees or affiliates or our service providers liable for any damage related to or arising out of the use of such a platform.

- A.19 Response to subpoenas or other lawful process. If the firm or any of its personnel are required by subpoena or other lawful process to provide testimony or produce documents or records, including electronic records, relating to the firm’s representation of you, we will, to the extent permitted by applicable law, inform you before responding so that you have the opportunity to intervene or interpose any objections. You agree to reimburse the firm for its time and expenses incurred in responding to any such requests (with time to be billed at our standard hourly rates then in effect for the particular individuals involved, unless otherwise agreed), even if our representation of you has ended, including the time and expenses incurred in reviewing documents, appearing at depositions or hearings, and otherwise addressing issues raised by any such requests.
- A.20 Publicity. You agree that the firm may, as a part of our public marketing efforts, identify Client as a client and indicate the nature of the Matter and the results achieved, so long as the firm does not disclose Client’s confidential information or secrets as defined by applicable professional conduct rules.
- A.21 Reporting. Legislation on money laundering, terrorist financing and financial sanctions places the firm under a legal duty in certain circumstances, where we know or suspect that a Matter involves money laundering or a breach of financial sanctions, to disclose information to the relevant regulatory authorities, to cease providing services or to take other actions as required by law, regulation or order. If, while we are acting for you, it becomes necessary to make a disclosure, the law may prohibit us from informing you that a disclosure has been made or of the reasons for it. To the extent that the law permits us to do so, we will tell you about the issue(s) identified and explain what action we may need to take.
- A.22 UK and European Union “DAC6” reporting. The UK and EU Mandatory Disclosure Rules, introduced pursuant to EU Directive 2018/822 of 25 May 2018 (also sometimes known as “DAC6” rules), may

require us to report details of certain arrangements entered into by our clients to a tax authority in the UK or EU. To be reportable, the arrangement must be cross-border, involving the UK or an EU Member State, and have certain hallmarks. We will consult with you before making any such report if we consider that the rules apply to a Matter.

- A.23 Beneficial Ownership Information Reporting. The U.S. Corporate Transparency Act requires certain corporate entities to report beneficial ownership information (“BOI”) to the Financial Crimes Enforcement Network (“FinCEN”) of the U.S. Department of the Treasury. Upon request, we are pleased to advise Client in assessing applicable BOI reporting obligations, and also to assist in making any required initial BOI report filings. In the absence of our agreement in writing to provide such advice and assistance, however, we disclaim any obligation to do so. We also disclaim any obligation to update or correct any such reporting to FinCEN in the absence of a written agreement providing that we shall do so.
- A.24 Indian taxpayer identification number. Our Indian unique identification number (PAN) is AAFFD9304D.
- A.25 Release of information to third parties retained by Client. On occasion, our Clients request that we release information about the services we provide to third parties retained by Client, including e-billing platforms and legal analytics firms. In the event that you request us to provide information to such third parties and we agree to do so, you acknowledge that we have no liability for any loss or unauthorized use of information that may occur in connection with our provision of such information, whether through a breach or other information security default of the third party or through other circumstances. You also acknowledge that our firm bears no responsibility for any loss or weakening of the attorney-client privilege or any other privilege or protection that may come about as a result of our fulfilling any such request.
- A.26 Severability. If any provision of this Agreement or the application thereof is held invalid or unenforceable in an arbitration or judicial proceeding, the invalidity or unenforceability shall not affect other provisions or applications of this Agreement which can be given effect without such provisions or application, and to this end the provisions of this Agreement are declared to be severable.
- A.27 Entire agreement. The engagement letter and these Terms of Engagement set out the entire agreement

between you and us concerning our provision of legal services. Any modifications of or amendments to this Agreement must be in writing and agreed by all parties. In the event of any conflict between this Agreement and any outside counsel guidelines or policies adopted by Client, this Agreement will govern.

B. ADDITIONAL TERMS APPLICABLE WHEN SERVICES ARE PROVIDED BY DEBEVOISE ENTITIES IN LONDON, FRANKFURT, PARIS OR LUXEMBOURG

- B.1 Insider lists and inside information. In applicable circumstances and in accordance with the UK Market Abuse Regulation and/or the EU Market Abuse Regulation we will draw up and maintain a list of persons at our firm who act for you and have access to inside information about you in relation to a Matter, provided that you inform us when particular information to which you give us access is inside information and when it ceases to be inside information. We will provide to you a copy of the insider list as soon as possible upon request and we will keep the list for five years from the date it was drawn up or last updated. You acknowledge that we are authorized to disclose the insider list and other information relating to Client to a relevant regulatory authority which may request such information and that we have no obligation to notify you of our compliance with any such regulatory request.
- B.2 Proportional liability. Your other advisers may seek to exclude, cap or otherwise limit their liability in connection with their provision of services to you relating to a Matter, as a result of which our own liability to you may be proportionately increased. We would not regard this as appropriate or fair and accordingly you agree that the total amount you may recover from us (and our other Debevoise entities) if we (and our other Debevoise entities) become subject to a claim by you arising out of a Matter, will not exceed what it would have otherwise been in the absence of any such exclusion, cap or limitation by another adviser.
- B.3 Liability cap. We may, if permitted by local law and professional conduct rules, limit our aggregate liability to you for breach of contract or negligence in respect of a Matter to an amount specified in the relevant engagement letter.

C. ADDITIONAL TERMS APPLICABLE WHEN SERVICES ARE PROVIDED BY DEBEVOISE LONDON

- C.1 Details of Debevoise London. Debevoise & Plimpton LLP, whose office is at 65 Gresham Street, London EC2V 7NQ, is a limited liability partnership registered in New York. It is authorized and regulated by the Solicitors Regulation Authority. The SRA Code of Conduct for Firms and the SRA Code of Conduct for Solicitors and Registered Foreign Lawyers, at <https://www.sra.org.uk/solicitors/standards-regulations/code-conduct-firms/> and <https://www.sra.org.uk/solicitors/standards-regulations/code-conduct-solicitors/> respectively, apply to Debevoise London and to our lawyers and employees. The Bar Standards Board Code of Conduct at <http://www.barstandardsboard.org.uk/regulatory-requirements/bsb-handbook/the-handbook-publication> also applies to our barristers. Debevoise London's VAT number is GB 524658924.
- C.2 Professional indemnity insurance. Debevoise London is required to hold a minimum level of insurance cover under the Solicitors' Indemnity Insurance Rules. You may obtain information about our insurance, including contact details of our insurer and the territorial coverage of the insurance, from our London Managing Partner.
- C.3 Financial services. During the course of our provision of services to you nothing we do is, or should be construed as, an invitation or inducement to engage in investment activity for the purposes of the UK Financial Services and Markets Act 2000.
- C.4 Lien. We may exercise a lien over your files, i.e. keep all your documents and materials relating to a Matter, while there is still money owing to us for legal fees, disbursements and other charges. This lien may be similar to liens that apply by statute or common law in other jurisdictions.
- C.5 SRA Accounts Rules. The SRA Accounts Rules require us to have an interest policy which provides for the payment of interest on any monies held by us for you in a client account. You may obtain a copy of our policy from our London Managing Partner.
- C.6 Dispute resolution. If you are at any time dissatisfied with the service you are receiving from us, or with any of our statements, or would like to discuss with us any aspect of a Matter or how our service to you could be

improved, please contact the partner responsible for the overall supervision of the Matter or our London Managing Partner. Our complaints procedure is available on request.

If you are dissatisfied with our handling of your complaint you may be entitled to ask the Legal Ombudsman to consider the complaint. Contact details for, and details of the qualification criteria for access to, the Legal Ombudsman are at www.legalombudsman.org.uk.

You may apply to the court for an assessment of any of our statements under Part III of the Solicitors Act 1974.

If a dispute arises between us out of or in connection with the Agreement, or the provision of our services to you whether carried out before, on or after the date of the Agreement, or any non-contractual obligation arising out of or in connection with the Agreement, and it is not resolved under one of the procedures set out above, it will be resolved pursuant to the dispute resolution procedures set forth in the engagement letter.

D. ADDITIONAL TERMS APPLICABLE WHEN SERVICES ARE PROVIDED BY DEBEVOISE SHANGHAI

D.1 Details of Debevoise Shanghai. Debevoise & Plimpton Shanghai Representative Office (“Debevoise Shanghai”) is located at 13/F Kerry Centre Tower One 1515 Nanjing Road West Shanghai, 200040, China. Debevoise Shanghai is licensed to operate as a foreign law firm in China by the Ministry of Justice. Under Ministry of Justice regulations, foreign law firms in China are permitted, amongst other things, to provide consultancy services on non-Chinese law and on international conventions and practices, and to provide information on the impact of the Chinese legal environment. Under the same regulations, foreign law firms in China are not permitted to practice Chinese law, including rendering legal opinions upon Chinese law. Debevoise Shanghai’s services in the Matter do not constitute an opinion upon Chinese law. If you require such an opinion, you should obtain it from licensed Chinese counsel and we would be pleased to arrange for assistance.

D.2. Privacy and Data Protection. By voluntarily providing us with data (including any sensitive personal information included therein), you agree

that we may share information relating to you or a Matter with all Debevoise & Plimpton entities that are part of our global law firm and any lawyers associated with such entities. If you wish to restrict the sharing of your information beyond China and retain your information within China, you should inform us in writing before we commence substantive work on the Matter. You understand that, in any event, Client will ultimately retain liability for any cross-border transfer of Client’s data that we effect in connection with the transactions or proceedings for which we are engaged, and to the extent legally permitted, we disclaim any liability in connection with any such transfer.

D.3 Liability Cap. We may limit our aggregate liability to you for breach of contract or negligence in respect of a Matter to an amount specified in the relevant engagement letter.

Exhibit B

Invoices



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

February 2, 2026

Chenyue Zhang
CCA Construction, Inc.
445 South Street
Suite 310
Morristown, NJ 07960

Invoice #: 2503508

Client Matter 27188.1012

FOR PROFESSIONAL SERVICES rendered through November 30, 2025 in connection with BUSINESS OPERATIONS

Fees	\$13,486.50
Charges and Disbursements	\$0.00
TOTAL	\$13,486.50

Date	Timekeeper	Narrative	Hours
11/24/25	Worenklein, Elie J.	Draft email to FGS team re update on case (0.1); participate in weekly call with FGS re open workstreams (0.5).	0.6
11/25/25	Goodman, Mark P.	Review BMLP's proposed press release (0.2); email with Debevoise team re CCA press release (0.6).	0.8
11/25/25	Labovitz, M. Natasha	Review BMLP's proposed press statement (0.2); correspond with Debevoise team re same (0.3).	0.5
11/26/25	Goodman, Mark P.	Email Debevoise team and FSG team re press release on settlement (0.2); review draft press materials provided by FGS Global (0.2); review press coverage of announcement of settlement (0.4).	0.8
11/26/25	Labovitz, M. Natasha	Review BMLP press release (0.3); correspond with FGS team and Debevoise team re same and related communications materials (0.4); monitor press reports (0.2).	0.9
11/27/25	Goodman, Mark P.	Review media coverage of settlement (0.2); email with Debevoise team re same (0.2).	0.4
11/27/25	Labovitz, M. Natasha	Review Bahamian press reports (0.3); correspond with Debevoise team re same (0.1); correspond with Y. Wei [CCA] re same (0.2).	0.5
11/28/25	Goodman, Mark P.	Review additional coverage of settlement.	0.2
11/28/25	Labovitz, M. Natasha	Review further press reports.	0.3
11/29/25	Goodman, Mark P.	Call with Y. Wei [CCA] re media coverage and related issues (0.3); review selected media coverage (0.4).	0.7
11/30/25	Goodman, Mark P.	Review media coverage and email re same.	0.3
Total Hours			6.0

TIMEKEEPER SUMMARY

Title	Timekeeper	Hours	Rate	Amount
Partner	Goodman, Mark P.	3.2	2,317.50	7,416.00
	Labovitz, M. Natasha	2.2	2,317.50	5,098.50
	Partner Total	5.4		\$12,514.50
Counsel	Worenklein, Elie J.	0.6	1,620.00	972.00
	Counsel Total	0.6		\$972.00
Matter Total		6.0		\$13,486.50



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

February 2, 2026

Chenyue Zhang
CCA Construction, Inc.
445 South Street
Suite 310
Morristown, NJ 07960

Invoice #: 2503509

Client Matter 27188.1008

FOR PROFESSIONAL SERVICES rendered through November 30, 2025 in connection with CASE
ADMINISTRATION

Fees	\$30,754.35
Charges and Disbursements	\$1,930.24
TOTAL	\$32,684.59

Date	Timekeeper	Narrative	Hours
11/03/25	Worenklein, Elie J.	Participate in weekly client update call with CCA team re upcoming workstreams.	0.5
11/03/25	Heller, Rory	Coordinate with parties re upcoming hearings.	0.7
11/03/25	Park, Junho	Update docket files.	0.2
11/04/25	Park, Junho	Coordinate conference room setups for upcoming meeting between the parties.	0.4
11/05/25	Labovitz, M. Natasha	Coordinate with E. Worenklein re scheduling of upcoming hearings.	0.1
11/05/25	Worenklein, Elie J.	Email with Debevoise team re scheduling omnibus hearings.	0.4
11/05/25	Heller, Rory	Correspond with Cole Schotz team re scheduling of future hearings.	0.3
11/05/25	Park, Junho	Correspond with E. Worenklein re upcoming pre mediation meeting.	0.2
11/06/25	Labovitz, M. Natasha	Correspond with A. Milliaressis [Cole Schotz] re hearing timing.	0.1
11/06/25	Worenklein, Elie J.	Mark up draft removal motion (0.7); mark up draft WIP report (0.6).	1.5
11/06/25	Mishkin, Benjamin	Update WIP checklist.	1.5
11/07/25	Labovitz, M. Natasha	Review WIP report and critical date list (0.2); review updates from WIP call (0.2).	0.4
11/07/25	Weisgerber, Erica S.	Participate [partial] in weekly Debevoise team WIP meeting with E. Worenklein, M. Godbe, C. Ceresa [partial], R. Heller [partial], S. Koboci, B. Mishkin and J. Park.	0.2
11/07/25	Worenklein, Elie J.	Join weekly team WIP meeting with E. Weisgerber [partial], M. Godbe, C. Ceresa [partial], R. Heller [partial], S. Koboci, B. Mishkin and J. Park.	0.6
11/07/25	Ceresa, Chris	Participate [partial] in WIP meeting re pending workstreams with E. Weisgerber [partial], E. Worenklein, M. Godbe, R. Heller [partial], S. Koboci, B. Mishkin and J. Park.	0.4
11/07/25	Godbe, Michael C.	Join WIP meeting with E. Weisgerber [partial], E. Worenklein, C. Ceresa [partial], R. Heller [partial], S. Koboci, B. Mishkin and J. Park.	0.6
11/07/25	Heller, Rory	Participate [partial] in WIP meeting with E. Weisgerber [partial] E. Worenklein, M. Godbe, C. Ceresa, S. Koboci, B. Mishkin and J. Park.	0.4
11/07/25	Koboci, Shefit	Participate in WIP meeting re workstreams with E. Weisgerber [partial], E. Worenklein, M. Godbe, C. Ceresa [partial], R. Heller [partial], B. Mishkin and J. Park.	0.6
11/07/25	Mishkin, Benjamin	Prepare for WIP (0.1); participate in WIP meeting with E. Weisgerber [partial], E. Worenklein, M. Godbe, C. Ceresa [partial], R. Heller [partial], S. Koboci and J. Park (0.6).	0.7
11/07/25	Park, Junho	Review WIP update (0.3); circulate updated critical date list to Debevoise group (0.3); participate in WIP meeting with E. Weisgerber [partial], E. Worenklein, M. Godbe, C. Ceresa [partial], R. Heller [partial], S. Koboci, and B. Mishkin (0.6).	1.2

Date	Timekeeper	Narrative	Hours
11/08/25	Park, Junho	Correspond with R. Heller re meeting attendee list (0.1); coordinate logistics re same (0.2); register guests for upcoming meeting (0.2).	0.5
11/09/25	Park, Junho	Correspond with R. Heller and E. Worenklein re upcoming meeting (0.1); register additional guest re same (0.1).	0.2
11/10/25	Heller, Rory	Schedule omnibus hearings.	0.4
11/11/25	Labovitz, M. Natasha	Coordinate with team re hearing scheduling.	0.1
11/11/25	Worenklein, Elie J.	Meet with M. Godbe re case updates and mediation status.	0.9
11/11/25	Godbe, Michael C.	Meet with E. Worenklein re case update.	0.9
11/12/25	Labovitz, M. Natasha	Review status of motions for December 2 hearing.	0.2
11/13/25	Worenklein, Elie J.	Mark up weekly WIP report.	0.7
11/13/25	Mishkin, Benjamin	Update WIP checklist (1.0); further update checklist per E. Worenklein comments (0.5).	1.5
11/13/25	Park, Junho	Circulate new omnibus hearing dates and deadlines (0.4); update critical date list (0.5).	0.9
11/14/25	Labovitz, M. Natasha	Attend WIP call [partial] with working team (0.5); review WIP report (0.2).	0.7
11/14/25	Weisgerber, Erica S.	Participate [partial] in weekly Debevoise team WIP call with N. Labovitz, E. Worenklein, C. Ceresa, R. Heller, B. Mishkin and J. Park.	0.5
11/14/25	Worenklein, Elie J.	Join in weekly WIP call with N. Labovitz [partial], E. Weisgerber [partial], C. Ceresa, R. Heller, B. Mishkin and J. Park.	0.6
11/14/25	Ceresa, Chris	Participate in WIP call with N. Labovitz [partial], E. Weisgerber [partial], E. Worenklein, R. Heller, B. Mishkin and J. Park.	0.6
11/14/25	Heller, Rory	Participate in WIP call with N. Labovitz [partial], E. Weisgerber [partial], E. Worenklein, C. Ceresa, B. Mishkin and J. Park.	0.6
11/14/25	Mishkin, Benjamin	Participate in WIP call with N. Labovitz [partial], E. Weisgerber [partial], E. Worenklein, C. Ceresa, R. Heller, and J. Park.	0.6
11/14/25	Park, Junho	Participate in weekly WIP call with N. Labovitz [partial], E. Weisgerber [partial], E. Worenklein, C. Ceresa, R. Heller, and B. Mishkin (0.6); update docket files for attorney review (0.2).	0.8
11/17/25	Worenklein, Elie J.	Phone call with S. Koboci re status of open workstreams.	0.5
11/17/25	Koboci, Shefit	Call with E. Worenklein to discuss various open workstreams.	0.5
11/18/25	Worenklein, Elie J.	Call with M. Godbe re status of open case items.	0.2
11/18/25	Godbe, Michael C.	Speak with E. Worenklein re WIP.	0.2
11/21/25	Godbe, Michael C.	Call with E. Worenklein re WIP.	0.2
11/23/25	Worenklein, Elie J.	Phone call with J. Park re case status, hearing, and next steps.	0.2
11/23/25	Park, Junho	Phone call with E. Worenklein re next steps in case.	0.2
11/26/25	Park, Junho	Correspond with E. Worenklein re upcoming December 2 hearing.	0.1
Total Hours			23.8

TIMEKEEPER SUMMARY

Title	Timekeeper	Hours	Rate	Amount
Partner	Labovitz, M. Natasha	1.6	2,317.50	3,708.00
	Weisgerber, Erica S.	0.7	2,025.00	1,417.50
	Partner Total	2.3		\$5,125.50
Counsel	Worenklein, Elie J.	6.1	1,620.00	9,882.00
	Counsel Total	6.1		\$9,882.00
Associate	Godbe, Michael C.	1.9	1,471.50	2,795.85
	Ceresa, Chris	1.0	1,458.00	1,458.00
	Heller, Rory	2.4	1,354.50	3,250.80
	Koboci, Shefit	1.1	1,287.00	1,415.70
	Mishkin, Benjamin	4.3	1,017.00	4,373.10
	Associate Total	10.7		\$13,293.45
Legal Assistant	Park, Junho	4.7	522.00	2,453.40
	Legal Assistant Total	4.7		\$2,453.40
Matter Total		23.8		\$30,754.35

CHARGES AND DISBURSEMENTS SUMMARY

Description	Amount
Computer Assisted Legal Research	\$79.36
In-House Production	\$14.00
Travel	\$1,588.34
Working Meal	\$248.54
Matter Total	\$1,930.24



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February 2, 2026

Chenyue Zhang
CCA Construction, Inc.
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Morristown, NJ 07960

Invoice #: 2503514

Client Matter 27188.1026

FOR PROFESSIONAL SERVICES rendered through November 30, 2025 in connection with CONTESTED
BMLP MATTERS

Fees	\$209,308.50
Charges and Disbursements	\$0.00
TOTAL	\$209,308.50

Date	Timekeeper	Narrative	Hours
11/03/25	Worenklein, Elie J.	Review additional BMLP bank discovery.	0.3
11/04/25	Worenklein, Elie J.	Phone call with X. Zhou re Quinn disqualification motion (0.2); review key documents products by Quinn to support motion (1.0).	1.2
11/04/25	Zhou, Xiaoxiao	Call with E. Worenklein re Quinn client file (0.2); review Quinn client file re Baha Mar litigation and identify key documents (2.7).	2.9
11/06/25	Labovitz, M. Natasha	Review client update re bank document productions.	0.2
11/07/25	Labovitz, M. Natasha	Review weekly cash reporting for BMLP.	0.1
11/07/25	Koboci, Shefit	Review weekly cash reporting (0.2); send same to BMLP team (0.2).	0.4
11/08/25	Worenklein, Elie J.	Comment on draft sealing orders from BMLP.	0.4
11/09/25	Worenklein, Elie J.	Mark up draft disqualification motion.	2.4
11/10/25	Worenklein, Elie J.	Comment on BMLP sealing order (0.2); review summary of production on Quinn retention (0.6).	0.8
11/11/25	Worenklein, Elie J.	Phone call with X. Zhou re Quinn motion.	0.7
11/11/25	Zhou, Xiaoxiao	Call with E. Worenklein re Quinn Emanuel disqualification.	0.7
11/13/25	Zhou, Xiaoxiao	Review client file produced by Quinn Emanuel (0.8); prepare motion to disqualify (2.3).	3.1
11/14/25	Labovitz, M. Natasha	Review cash transfer reporting.	0.1
11/14/25	Mishkin, Benjamin	Email weekly cash flow to Gibbons team.	0.1
11/14/25	Zhou, Xiaoxiao	Further draft motion to disqualify.	5.7
11/15/25	Zhou, Xiaoxiao	Further draft legal arguments in motion to disqualify.	9.3
11/16/25	Worenklein, Elie J.	Comment on updated draft disqualification motion (4.3); phone call with B. Mishkin re same (0.3); comment on draft rider for disqualification motion from X. Zhou (1.6).	6.2
11/16/25	Mishkin, Benjamin	Call with E. Worenklein re Quinn motion (0.3); review and revise Quinn motion (1.2).	1.5
11/16/25	Zhou, Xiaoxiao	Review client file produced by Quinn Emanuel and incorporate into motion to disqualify.	8.1
11/17/25	Labovitz, M. Natasha	Correspond with S. Levinson re motion to disqualify Quinn (0.3); further correspond with Debevoise team re same (0.2).	0.5
11/17/25	Levinson, Sidney P.	Exchange email with N. Labovitz re motion to disqualify (0.5); review legal and factual research and analysis re motion to disqualify (3.6); revise draft motion to disqualify (5.3); phone call with E. Worenklein re same (0.3); exchange correspondence with Debevoise team re motion to disqualify (0.4).	10.1
11/17/25	Worenklein, Elie J.	Phone call with X. Zhou re disqualification motion (0.6); call with S. Levinson re same (0.3); further revise draft disqualification motion (4.4); review documents produced by CCA (0.6); phone call with X. Zhou re additional comments to motion (0.2); update draft disqualification motion and draft proposed order (1.3); call with J. Park motion to disqualify (0.2); review update from J. Park re same (0.6).	8.4

Date	Timekeeper	Narrative	Hours
11/17/25	Zhou, Xiaoxiao	Conduct research re legal issues on motion to disqualify (4.4); call with E. Worenklein re motion to disqualify (0.6); further call with E. Worenklein re motion to disqualify (0.2); review client file produced by Quinn and identify key documents (0.8).	5.9
11/17/25	Park, Junho	Phone call with E. Worenklein re motion for disqualification (0.2); update motion for E. Worenklein review (0.9).	1.1
11/18/25	Goodman, Mark P.	Review motion to disqualify Quinn (0.4); email with Debevoise team re same (0.1); coordinate with S. Levinson re same (0.1).	0.6
11/18/25	Labovitz, M. Natasha	Review and comment on motion to disqualify (1.3); coordinate with S. Levinson re same (0.3); correspond with E. Abrams re same (0.2); correspond with Debevoise working team re edits and considerations (0.6); review revised brief pre-filing (0.5).	2.9
11/18/25	Levinson, Sidney P.	Revise motion to disqualify (3.1); call with E. Worenklein re same (0.5); email Debevoise team re status of motion to disqualify (0.3); further revise motion to disqualify (1.8); exchange emails with Debevoise team re appeal brief (0.2); call with Y. Wei [CCA] and E. Worenklein re motion to disqualify (0.4); finalize motion to disqualify and S. Levinson declaration, and motion to seal (3.7).	10.0
11/18/25	Worenklein, Elie J.	Further mark up draft disqualification motion (3.6); call with S. Levinson re same (0.5); phone call with Y. Wei [CCA] and S. Levinson re draft motion (0.4); meet with B. Mishkin re motion to seal (0.3); email with Cole Schotz team re same (0.2); comment on draft supporting declaration (0.3); mark up proposed redactions for motion (1.4); comment on draft motion to seal (1.2); update draft motion to disqualify to incorporate comments (3.2); further update proposed redactions (0.4); comment on draft declaration (0.8); further email with Cole Schotz team re filing (0.4); draft email to Quinn re service of motion (0.2).	12.9
11/18/25	Mishkin, Benjamin	Meet with E. Worenklein re motion to seal Quinn motion (0.3); correspond with J. Park re motion to seal (0.2); draft motion to seal (4.2); review and revise motion to disqualify (1.4); finalize motion to seal and filings re motion to disqualify (3.3); coordinate with local counsel re filing (0.2); prepare versions of pleadings for sharing with client (0.3); send to client and internal team (0.2).	10.9
11/18/25	Zhou, Xiaoxiao	Draft motion to disqualify Quinn and Levinson Declaration (12.3); coordinate filing of the same including associated exhibits (1.6).	13.9
11/18/25	Park, Junho	Correspond with B. Mishkin re motion to seal (0.2); prepare sealing motion for B. Mishkin review (1.4); finalize exhibits for S. Levinson Declaration ISO of Disqualification Motion (1.9); prepare filing copies of redacted and unredacted of the same (3.3); transmit copies of same to client, E. Abrams, and Duane Morris (0.3).	7.1
11/19/25	Goodman, Mark P.	Review filed Quinn disqualification motion.	0.3
11/19/25	Labovitz, M. Natasha	Call with S. Levinson in follow up to motion to disqualify.	0.1

Date	Timekeeper	Narrative	Hours
11/19/25	Levinson, Sidney P.	Meet with J. Park re partially unredacted motion and declaration (0.6); draft email to Quinn Emmanuel lawyers re same (0.2); call with N. Labovitz re same (0.1); review motion to disqualify (0.2).	1.1
11/19/25	Worenklein, Elie J.	Phone call with C. Zhang [CCA] re motion to disqualify Quinn.	0.3
11/19/25	Park, Junho	Meet with S. Levinson re Quinn redactions for motion to disqualify (0.6); prepare redactions for Quinn transmission (0.7).	1.3
11/20/25	Koboci, Shefit	Review BMLP Rule 2004 document productions from HSBC and Morgan Stanley (2.1); coordinate file share to CCA team (0.3).	2.4
11/21/25	Koboci, Shefit	Review weekly cash reporting (0.2); send same to BMLP team (0.2).	0.4
11/28/25	Koboci, Shefit	Review BDO report of weekly cash (0.2); send same to BMLP team (0.2).	0.4
Total Hours			134.8

TIMEKEEPER SUMMARY

Title	Timekeeper	Hours	Rate	Amount
Partner	Goodman, Mark P.	0.9	2,317.50	2,085.75
	Labovitz, M. Natasha	3.9	2,317.50	9,038.25
	Levinson, Sidney P.	21.2	2,317.50	49,131.00
	Partner Total	26.0		\$60,255.00
Counsel	Worenklein, Elie J.	33.6	1,620.00	54,432.00
	Counsel Total	33.6		\$54,432.00
Associate	Zhou, Xiaoxiao	49.6	1,458.00	72,316.80
	Koboci, Shefit	3.6	1,287.00	4,633.20
	Mishkin, Benjamin	12.5	1,017.00	12,712.50
	Associate Total	65.7		\$89,662.50
Legal Assistant	Park, Junho	9.5	522.00	4,959.00
	Legal Assistant Total	9.5		\$4,959.00
Matter Total		134.8		\$209,308.50



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February 2, 2026

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Invoice #: 2503510

Client Matter 27188.1009

FOR PROFESSIONAL SERVICES rendered through November 30, 2025 in connection with CORPORATE GOVERNANCE & BOARD MATTERS

Fees	\$24,686.10
Charges and Disbursements	\$0.00
TOTAL	\$24,686.10

Date	Timekeeper	Narrative	Hours
11/04/25	Goodman, Mark P.	Attend board call with board members, E. Blum [BDO], J. Schwartz [BDO], F. Yudkin [Cole Schotz], C. Zhang [CCA], J. Li [CCA], N. Labovitz [partial] and R. Heller.	0.4
11/04/25	Labovitz, M. Natasha	Prepare for board meeting (0.3); attend same [partial] (0.3).	0.6
11/04/25	Heller, Rory	Attend board call with board members, E. Blum [BDO], J. Schwartz [BDO], F. Yudkin [Cole Schotz], C. Zhang [CCA], J. Li [CCA], N. Labovitz [partial], M. Goodman.	0.4
11/17/25	Goodman, Mark P.	Participate in board call with board members, BDO team, F. Yudkin [Cole Schotz], N. Labovitz, and R. Heller.	0.3
11/17/25	Labovitz, M. Natasha	Prepare for board call (0.3); attend board call with board members, BDO team, F. Yudkin [Cole Schotz], M. Goodman and R. Heller (0.3); follow up with E. Abrams (0.4).	1.0
11/17/25	Heller, Rory	Participate in board call with M. Goodman, N. Labovitz, board, BDO team, and F. Yudkin [Cole Schotz].	0.3
11/21/25	Labovitz, M. Natasha	Update board of directors re settlement (0.2); coordinate further board update (0.2).	0.4
11/22/25	Labovitz, M. Natasha	Outline topics for board meeting (0.3); provide guidance to S. Koboci re same (0.2).	0.5
11/22/25	Koboci, Shefit	Correspond with N. Labovitz re board meeting outline.	0.2
11/23/25	Worenklein, Elie J.	Mark up draft board materials for 11/24 meeting (0.7); correspond with S. Koboci re presentation comments (0.2).	0.9
11/23/25	Worenklein, Elie J.	Revise materials for board meeting.	0.4
11/23/25	Koboci, Shefit	Draft slides for board meeting (2.9); correspond with E. Worenklein re same (0.2); revise board presentation to reflect E. Worenklein comments (0.3).	3.4
11/24/25	Goodman, Mark P.	Review deck for today's board meeting (0.1); review revised draft of deck (0.1); participate in CCA board of directors meeting with E. Blum [BDO], E. Abrams, F. Yudkin [Cole Schotz], N. Labovitz, S. Koboci and J. Park (0.6).	0.8
11/24/25	Labovitz, M. Natasha	Review and comment on draft board materials (0.2); call with S. Koboci re same (0.1); attend board call with CCA board, BDO team, F. Yudkin, M. Goodman, S. Koboci and J. Park (0.6); follow up correspondence with E. Abrams (0.2).	1.1
11/24/25	Worenklein, Elie J.	Send comments to S. Koboci re updated board presentation (0.2); further correspond with S. Koboci re same (0.2); email with CCA board re executed term sheet and board call (0.3).	0.7
11/24/25	Koboci, Shefit	Send N. Labovitz board deck for board meeting (0.2); correspond with E. Worenklein re same (0.2); correspond with board re scheduling of board meeting (0.3); correspond with E. Worenklein re same (0.2); call with N. Labovitz re board meeting (0.1); revise board presentation to reflect N. Labovitz comments (0.9); participate in CCA board of directors meeting with E. Blum [BDO], E. Abrams, F. Yudkin [Cole Schotz], N. Labovitz, M. Goodman, and J. Park (0.6); draft notes of board call and send internally (0.4).	2.9
11/24/25	Park, Junho	Present slides at board meeting.	0.6

Total Hours	14.9
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TIMEKEEPER SUMMARY

Title	Timekeeper	Hours	Rate	Amount
Partner	Goodman, Mark P.	1.5	2,317.50	3,476.25
	Labovitz, M. Natasha	3.6	2,317.50	8,343.00
	Partner Total	5.1		\$11,819.25
Counsel	Worenklein, Elie J.	2.0	1,620.00	3,240.00
	Counsel Total	2.0		\$3,240.00
Associate	Heller, Rory	0.7	1,354.50	948.15
	Koboci, Shefit	6.5	1,287.00	8,365.50
	Associate Total	7.2		\$9,313.65
Legal Assistant	Park, Junho	0.6	522.00	313.20
	Legal Assistant Total	0.6		\$313.20
Matter Total		14.9		\$24,686.10



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February 2, 2026

Chenyue Zhang
CCA Construction, Inc.
445 South Street
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Morristown, NJ 07960

Invoice #: 2503506

Client Matter 27188.1004

FOR PROFESSIONAL SERVICES rendered through November 30, 2025 in connection with DIP FINANCING

Fees	\$6,886.80
Charges and Disbursements	\$0.00
TOTAL	<u><u>\$6,886.80</u></u>

27188.1004 – DIP FINANCING

Invoice Number: 2503506

Date	Timekeeper	Narrative	Hours
11/03/25	Koboci, Shefit	Correspond with M. Godbe re DIP issues list (0.2).	0.2
11/03/25	Koboci, Shefit	Correspond with A. Behlmann [Lowenstein] re invoices follow up.	0.4
11/05/25	Labovitz, M. Natasha	Correspond with S. Koboci re DIP invoices update.	0.1
11/05/25	Koboci, Shefit	Correspond with N. Labovitz re DIP issues list.	0.2
11/07/25	Labovitz, M. Natasha	Review materials re DIP budget and path forward.	0.2
11/07/25	Worenklein, Elie J.	Comment on monthly DIP reporting.	0.4
11/07/25	Koboci, Shefit	Review DIP downward adjustment and budget vs actual (0.4); correspond with BDO team re DIP reporting (0.2); send DIP reporting to Lowenstein team (0.2).	0.8
11/17/25	Worenklein, Elie J.	Phone call with J. Schwarz [BDO] re DIP.	0.5
11/25/25	Labovitz, M. Natasha	Review DIP draw request and monitor necessary compliance steps.	0.3
11/25/25	Worenklein, Elie J.	Review DIP draw request (0.1); email with S. Koboci re same (0.2).	0.3
11/25/25	Koboci, Shefit	Review DIP borrowing notice (0.2); correspond with Y. Wei [CCA] re bringdown of reps (0.1); email with E. Worenklein re draw request (0.1); call with Lowenstein team re DIP borrowing notice and other matters (0.2); correspond with Lowenstein team re same (0.2).	0.8
11/26/25	Labovitz, M. Natasha	Review DIP draw notice.	0.2
Total Hours			4.4

TIMEKEEPER SUMMARY

Title	Timekeeper	Hours	Rate	Amount
Partner	Labovitz, M. Natasha	0.8	2,317.50	1,854.00
	Partner Total	0.8		\$1,854.00
Counsel	Worenklein, Elie J.	1.2	1,620.00	1,944.00
	Counsel Total	1.2		\$1,944.00
Associate	Koboci, Shefit	2.4	1,287.00	3,088.80
	Associate Total	2.4		\$3,088.80
Matter Total		4.4		\$6,886.80



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February 2, 2026

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Invoice #: 2503511

Client Matter 27188.1017

FOR PROFESSIONAL SERVICES rendered through November 30, 2025 in connection with EMPLOYMENT & FEE APPLICATIONS

Fees	\$28,229.85
Charges and Disbursements	\$0.00
TOTAL	\$28,229.85

Date	Timekeeper	Narrative	Hours
11/03/25	Goodman, Mark P.	Email Debevoise team re Rule 2014 disclosure re mediators.	0.3
11/03/25	Koboci, Shefit	Correspond with M. Goodman re rule 2014 declaration.	0.3
11/05/25	Park, Junho	Update fee statement for October 2025.	1.3
11/06/25	Park, Junho	Prepare exhibits for October fee statement.	1.9
11/07/25	Park, Junho	Update October fee statement exhibits.	5.1
11/08/25	Park, Junho	Draft October 2025 fee statement.	0.8
11/09/25	Park, Junho	Revise October 2025 fee statement.	2.3
11/11/25	Labovitz, M. Natasha	Review and comment on updated Rule 2014 disclosure (0.3); review and comment on monthly fee statement (0.9).	1.2
11/11/25	Park, Junho	Incorporate N. Labovitz comments to September 2025 fee statement.	1.7
11/12/25	Labovitz, M. Natasha	Correspond with E. Worenklein re further updates to Rule 2014 declaration (0.1); final signoff on same (0.1).	0.2
11/12/25	Worenklein, Elie J.	Meet with J. Park re monthly fee statement (0.3); correspond with N. Labovitz re further updates to Rule 2014 declaration (0.1).	0.3
11/12/25	Park, Junho	Meet with E. Worenklein re supplemental declaration (0.3); finalize same (0.4); correspond with Cole Schotz team re filing (0.1); further revise exhibits for September 2025 fee statement (1.6); compile and send fee statement to B. Mishkin (0.4); correspond with E. Worenklein re fee statement (0.1); further update exhibits and cover sheet (0.4).	3.2
11/13/25	Mishkin, Benjamin	Email F. Steele re OCP invoice (0.1); finalize review of September fee statement for N. Labovitz (0.5); send same to client (0.1); correspond with E. Worenklein re hourly rate increase (0.2).	0.9
11/13/25	Park, Junho	Further update October 2025 fee statement (0.8); update October 2025 fee statement coversheet (0.6).	1.4
11/17/25	Labovitz, M. Natasha	Final sign-off on September fee statement.	0.2
11/17/25	Mishkin, Benjamin	Review October fee statement.	3.1
11/18/25	Park, Junho	Finalize exhibits to September fee statement for filing.	0.4
11/20/25	Worenklein, Elie J.	Meet with J. Park re October fee statement.	0.4
11/20/25	Park, Junho	Meet with E. Worenklein re fee statements status and comments.	0.4
11/21/25	Park, Junho	Incorporate E. Worenklein comments re October fee statement exhibits.	4.4
11/24/25	Labovitz, M. Natasha	Sign off on filing September fee statement.	0.2
11/24/25	Mishkin, Benjamin	Compile filing version of September fee statement and send to Cole Schotz team for filing.	0.2
11/28/25	Worenklein, Elie J.	Comment on draft supplemental declaration.	0.3
11/28/25	Park, Junho	Revise October fee statement exhibits.	3.2
11/29/25	Labovitz, M. Natasha	Monitor fee statement status.	0.2
11/29/25	Park, Junho	Revise October fee statement cover.	0.4

Date	Timekeeper	Narrative	Hours
11/30/25	Mishkin, Benjamin	Draft October fee statement cover letter (0.6); review October fee statement (0.4); email N. Labovitz re same (0.1).	1.1
11/30/25	Park, Junho	Further update exhibits for October fee statement (0.9); update cover sheet re same (1.2); circulate October fee statement for review (0.5); incorporate further comments from E. Worenklein (0.4); circulate compiled filing version to Debevoise team (0.2).	3.2
Total Hours			38.6

TIMEKEEPER SUMMARY

Title	Timekeeper	Hours	Rate	Amount
Partner	Goodman, Mark P.	0.3	2,317.50	695.25
	Labovitz, M. Natasha	2.0	2,317.50	4,635.00
	Partner Total	2.3		\$5,330.25
Counsel	Worenklein, Elie J.	1.0	1,620.00	1,620.00
	Counsel Total	1.0		\$1,620.00
Associate	Koboci, Shefit	0.3	1,287.00	386.10
	Mishkin, Benjamin	5.3	1,017.00	5,390.10
	Associate Total	5.6		\$5,776.20
Legal Assistant	Park, Junho	29.7	522.00	15,503.40
	Legal Assistant Total	29.7		\$15,503.40
Matter Total		38.6		\$28,229.85



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February 2, 2026

Chenyue Zhang
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Invoice #: 2503515

Client Matter 27188.1027

FOR PROFESSIONAL SERVICES rendered through November 30, 2025 in connection with EXAMINER

Fees	\$927.00
Charges and Disbursements	\$0.00
TOTAL	\$927.00

27188.1027 – EXAMINER

Invoice Number: 2503515

Date	Timekeeper	Narrative	Hours
11/11/25	Goodman, Mark P.	Email with N. Labovitz, E. Abrams, and M. Sirota re Examiner's budget request.	0.2
11/11/25	Labovitz, M. Natasha	Correspond with M. Goodman, M. Sirota and E. Abrams re Examiner fee request.	0.2
Total Hours			0.4

TIMEKEEPER SUMMARY

Title	Timekeeper	Hours	Rate	Amount
Partner	Goodman, Mark P.	0.2	2,317.50	463.50
	Labovitz, M. Natasha	0.2	2,317.50	463.50
	Partner Total	0.4		\$927.00
	Matter Total	0.4		\$927.00



Debevoise & Plimpton LLP
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New York, NY 10001
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February 2, 2026

Chenyue Zhang
CCA Construction, Inc.
445 South Street
Suite 310
Morristown, NJ 07960

Invoice #: 2503507

Client Matter 27188.1010

FOR PROFESSIONAL SERVICES rendered through November 30, 2025 in connection with INVESTIGATION OF CAUSES OF ACTION

Fees	\$625.50
Charges and Disbursements	\$0.00
TOTAL	\$625.50

Date	Timekeeper	Narrative	Hours
11/09/25	Labovitz, M. Natasha	Correspond with E. Worenklein re finalizing sealing orders.	0.2
11/09/25	Worenklein, Elie J.	Email N. Labovitz re sealing orders.	0.1
Total Hours			0.3

TIMEKEEPER SUMMARY

Title	Timekeeper	Hours	Rate	Amount
Partner	Labovitz, M. Natasha	0.2	2,317.50	463.50
	Partner Total	0.2		\$463.50
Counsel	Worenklein, Elie J.	0.1	1,620.00	162.00
	Counsel Total	0.1		\$162.00
Matter Total		0.3		\$625.50



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February 2, 2026

Chenyue Zhang
CCA Construction, Inc.
445 South Street
Suite 310
Morristown, NJ 07960

Invoice #: 2503516

Client Matter 27188.1028

FOR PROFESSIONAL SERVICES rendered through November 30, 2025 in connection with MEDIATION

Fees	\$719,151.30
Charges and Disbursements	\$0.00
TOTAL	\$719,151.30

Date	Timekeeper	Narrative	Hours
11/01/25	Goodman, Mark P.	Email Debevoise team re mediation schedule and process.	0.2
11/02/25	Goodman, Mark P.	Email Debevoise team re mediation statement.	0.2
11/02/25	Labovitz, M. Natasha	Review list of questions for pre-mediation diligence.	0.4
11/03/25	Goodman, Mark P.	Review pre-mediation diligence material (0.2); participate in meeting re preparation for mediation with E. Abrams, BDO Team, F. Yudkin [Cole Schotz], M. Bauer [Duane Morris], N. Labovitz, R. Heller and S. Koboci (0.7).	0.9
11/03/25	Labovitz, M. Natasha	Review BDO materials in preparation for call (0.3); attend call with E. Abrams, M. Bauer [Duane Morris], E. Blum and BDO team, M. Goodman, R. Heller and S. Koboci re preparation for mediation (0.7); follow up with R. Heller re same (0.1); further review diligence questions (0.3); correspond with M. Goodman re same (0.1); meet with E. Weisgerber re preparation for initial call with mediators (0.2).	1.6
11/03/25	Weisgerber, Erica S.	Conference with N. Labovitz re strategy and prep for mediation.	0.2
11/03/25	Worenklein, Elie J.	Phone call with E. Blum [BDO] re information for mediation (0.3); email with E. Blum [BDO] re same (0.1); review BDO analysis (0.3); email with various firms re meeting with mediators (0.2); email with S. Koboci re same (0.2).	1.1
11/03/25	Heller, Rory	Participate in meeting re preparation for mediation with E. Abrams, BDO Team, F. Yudkin [Cole Schotz], M. Bauer [Duane Morris], M. Goodman, N. Labovitz, and S. Koboci (0.7); debrief with N. Labovitz re same (0.1); review valuations (1.5); arrange for all-hands meeting with CSCEC Holding (0.2).	2.5
11/03/25	Koboci, Shefit	Review BDO analysis in preparation for potential inclusion in mediation documents (2.1); correspond with E. Worenklein re same (0.2); join call re mediation preparation with E. Abrams, BDO Team, F. Yudkin [Cole Schotz], M. Bauer [Duane Morris], M. Goodman, N. Labovitz, and R. Heller (0.7).	3.0
11/04/25	Labovitz, M. Natasha	Correspond with S. Koboci and E. Weisgerber re mediator care package (0.2); review BDO analyses for same (0.3); review documents received from E. Blum (0.2); correspond with E. Worenklein re kickoff email to mediators (0.1).	0.8
11/04/25	Worenklein, Elie J.	Comment on draft outline for mediation statement.	0.9
11/04/25	Koboci, Shefit	Correspond with E. Weisgerber and N. Labovitz re BDO analysis for mediators (0.2); share same with E. Abrams, Cole Schotz and Duane Morris teams (0.3).	0.5
11/05/25	Goodman, Mark P.	Correspond with N. Labovitz re mediation (0.1); call with E. Worenklein re preparation for mediation (0.3).	0.4
11/05/25	Labovitz, M. Natasha	Work to finalize list of questions for mediation for transmittal to co-counsel (0.4); correspond with M. Goodman re preparation of mediation statement (0.1); correspond with R. Heller and M. Bauer [Duane Morris] re upcoming meeting with CSCEC Holding (0.1).	0.6
11/05/25	Worenklein, Elie J.	Phone call with S. Koboci re documents for mediators (0.2); review comments from E. Abrams re same (0.1); phone call with M. Goodman re mediation prep questions (0.3); draft email to Cole Schotz and Duane Morris re same (0.3).	0.9

Date	Timekeeper	Narrative	Hours
11/05/25	Heller, Rory	Organize all hands meeting with CSCEC Holding re mediation.	0.7
11/05/25	Koboci, Shefit	Correspond with E. Abrams re BDO analysis for potential production to mediators (0.4); correspond with J. Schwarz [BDO] re same (0.2); call with J. Schwarz [BDO] re same (0.4); correspond with A. Behlmann [Lowenstein] re valuations (0.3); draft additional disclosures at request of E. Abrams (0.9); call with E. Worenklein re same (0.2).	2.4
11/06/25	Goodman, Mark P.	Review draft of mediation agreement (0.3); participate in initial call with mediators and party counsel (0.6); correspond with N. Labovitz re same (0.2); review Rule 9019 re mediation (0.2); call with E. Worenklein re revising mediation order and next steps (0.2); email re mediation (0.2); review mediation brief outline (0.2).	1.7
11/06/25	Labovitz, M. Natasha	Attend call with mediators (0.6); correspond with M. Goodman re preparation of mediation statement (0.2); supervise communications with CSCEC Holding and CCA parties re mediation statements (0.2); review and comment on revised mediation order (0.2); correspond with E. Abrams re mediation preparation and expectations (0.2); review background materials being prepared for mediation (0.2).	1.6
11/06/25	Weisgerber, Erica S.	Email with S. Koboci re mediation materials (0.2); meet [partial] with mediators and BMLP, CSCEC Holding, and CCA representatives re mediation procedures (0.5).	0.7
11/06/25	Worenklein, Elie J.	Review research from litigation team (0.9); phone call with D. Harris [Cole Schotz] re prep for mediation (0.4); call with mediators re mediation logistics (0.6); recap of call with M. Goodman (0.2); draft summary of call for full team (0.8); further update mediation order (0.6); email with Cole Schotz team re mediation order (0.4); draft email to B. Mishkin re updates on mediation process (0.3).	4.3
11/06/25	Heller, Rory	Review notes from call with mediators (0.1); organize all-hands meeting with CSCEC Holding (0.1).	0.2
11/06/25	Koboci, Shefit	Correspond with E. Abrams re comments to BDO analyses for production to mediators (0.3); correspond with E. Weisgerber re mediation materials (0.2).	0.5
11/07/25	Goodman, Mark P.	Review revised mediation order (0.1); email re same (0.1); call with Y. Wei [CCA] re same (1.0); review draft email re mediation order and mediation statements (0.1); participate in team call re mediation strategy with E. Worenklein, A. Costin, R. Zipursky and R. Heller [partial] (0.8); call with E. Worenklein re mediation statements (0.1); call with E. Weisgerber re mediation statement (0.2); email with E. Weisgerber re same (0.1); review updated draft of mediation statement outline (0.1).	2.6
11/07/25	Labovitz, M. Natasha	Review and comment on updated mediation order (0.2); correspond with E. Worenklein, E. Weisgerber and R. Heller re mediation process and communication back to mediators (0.3); review outline re mediation statement (0.3); review questions and legal analysis in preparation for mediation (0.4).	1.2

Date	Timekeeper	Narrative	Hours
11/07/25	Weisgerber, Erica S.	Call with E. Worenklein re CCA mediation order (0.2); call with M. Goodman re mediation submission (0.2); call with R. Heller and S. Koboci re mediation submission (0.4); revise mediation submission outline (0.6); correspond with N. Labovitz, E. Worenklein and R. Heller re mediation process (0.3).	1.7
11/07/25	Worenklein, Elie J.	Email with Cole Schotz re mediation statements and mediation order (0.2); phone call with M. Goodman re same (0.1); draft email to CCA team re recap of call with mediators (0.2); draft email to mediation parties re mediation statement logistics (0.3); correspond with N. Labovitz, E. Weisgerber, and R. Heller re mediation process (0.3); attend internal team call with M. Goodman, A. Costin, R. Zipursky, and R. Heller [partial] re mediation strategy questions (0.8); phone call with M. Goodman re mediation (0.1); phone call with E. Weisgerber re mediation order (0.2); phone call with E. Blum [BDO] re update on mediation process (0.3); email with mediation parties re mediation order and mediation statements (0.3); correspond with R. Zipursky re legal questions (0.2); correspond with E. Worenklein re mediation brief (0.2).	3.2
11/07/25	Costin, Alexander	Participate in team call re mediation strategy with M. Goodman, E. Worenklein, R. Zipursky, and R. Heller [partial].	0.8
11/07/25	Heller, Rory	Attend [partial] Debevoise team call re mediation strategy with M. Goodman, E. Worenklein, A. Costin, and R. Zipursky (0.5); correspond with S. Koboci re mediation statement (0.2); call with S. Koboci and E. Weisgerber re mediation statement (0.4); draft re same (2.3); correspond with N. Labovitz, E. Weisgerber, and E. Worenklein re mediation (0.3).	3.7
11/07/25	Koboci, Shefit	Draft mediation brief (4.7); correspond with R. Heller re same (0.2); correspond with E. Worenklein re same (0.2); call with E. Weisgerber and R. Heller re same (0.4).	5.6
11/07/25	Zipursky, Rebecca	Participate in Debevoise team call re mediation strategy with M. Goodman, E. Worenklein, A. Costin, R. Zipursky and R. Heller [partial] (0.8); confer with E. Worenklein re legal issues questions (0.5).	1.3
11/07/25	Park, Junho	Circulate calendar events to Debevoise team re mediation.	0.3
11/08/25	Labovitz, M. Natasha	Further review outline for mediation statement.	0.3
11/08/25	Heller, Rory	Further draft mediation statement.	2.5
11/09/25	Goodman, Mark P.	Call [partial] with N. Labovitz, E. Worenklein, R. Heller, R. Zipursky and A. Costin re mediation statement and preparation for tomorrow's meeting with CSCEC Holding.	0.5
11/09/25	Labovitz, M. Natasha	Call with M. Goodman [partial], R. Heller, R. Zipursky, A. Costin, and E. Worenklein re preparation for mediation and CSCEC Holding meeting (0.7); follow up with E. Worenklein and R. Heller re same (0.1); prepare for CSCEC Holding meeting (0.4); review draft talking points re same (0.2).	1.4

Date	Timekeeper	Narrative	Hours
11/09/25	Worenklein, Elie J.	Join meeting with A. Costin, R. Zipursky and R. Heller re mediation statement (0.3); comment on updated mediation outline (0.8); phone call with M. Goodman [partial], N. Labovitz, A. Costin, R. Zipursky and R. Heller re mediation statement strategy (0.7); email with R. Heller re updating settlement analysis (0.3); mark up talking points for meeting with CSCEC Holding (0.6); email with R. Heller re same (0.2).	2.9
11/09/25	Costin, Alexander	Call with E. Worenklein, R. Zipursky, R. Heller re mediation strategy (0.3); meet with R. Zipursky, M. Goodman [partial], N. Labovitz, E. Worenklein, R. Heller re mediation brief strategy (0.7); draft mediation statement (1.9).	2.9
11/09/25	Heller, Rory	Attend meeting with M. Goodman [partial], E. Worenklein, A. Costin, R. Zipursky, and N. Labovitz re mediation statement (0.7); meet with E. Worenklein, A. Costin, and R. Zipursky re same (0.3); correspond with E. Worenklein re settlement analysis (0.2); draft talking points for upcoming meeting with CSCEC Holding (1.4); update recovery analysis summary for same (1.9); correspond with E. Worenklein re talking points for meeting (0.1).	4.3
11/09/25	Zipursky, Rebecca	Meet with E. Worenklein, A. Costin, and R. Heller re potential mediation (0.3); call with M. Goodman [partial], E. Worenklein, A. Costin, N. Labovitz, and R. Heller re mediation strategy (0.7).	1.0
11/10/25	Goodman, Mark P.	Review materials and revised talking points in preparation for CSCEC Holding meeting (0.4); meet with Y. Wei [CCA] and N. Labovitz [partial] to prepare for meeting with CSCEC Holding (0.7); participate in meeting with CSCEC Holding (4.3).	5.4
11/10/25	Labovitz, M. Natasha	Prepare for pre-mediation meeting with CSCEC Holding (0.8); meet [partial] with M. Goodman and Y. Wei [CCA] re same (0.3); attend all-hands meeting with CSCEC Holding (4.3); correspond with E. Worenklein re follow-up analytical questions (0.4).	5.8
11/10/25	Worenklein, Elie J.	Participate in in-person meeting with CCA and CSCEC Holding teams (4.3); meet with B. Mishkin re same (0.5); recap of meeting with R. Heller (0.3); research re client mediation strategy questions (0.4); comment on riders for mediation statement (1.1).	6.6
11/10/25	Costin, Alexander	Revise litigation background section for mediation statement.	2.6
11/10/25	Heller, Rory	Attend CSCEC Holding meeting (4.3); prepare for same (0.6); further draft mediation statement (2.4); meet with E. Worenklein re CSCEC Holding meeting (0.3).	7.6
11/10/25	Mishkin, Benjamin	Debrief meeting re mediation with E. Worenklein.	0.5
11/10/25	Park, Junho	Prepare rooms for pre-mediation meeting (0.4); partially attend mediation meeting with Lowenstein team, Y. Wei [CCA], Q. Zhou [CSCEC Holding], Debevoise team, E. Abrams, BDO team, and Cole Schotz team (0.9).	1.3
11/11/25	Labovitz, M. Natasha	Further refine asset roll-up analysis (0.4); correspond with E. Blum, E. Worenklein and R. Heller re same (0.2); coordinate with J. Park re preparation for mediation (0.1).	0.7

Date	Timekeeper	Narrative	Hours
11/11/25	Worenklein, Elie J.	Draft responses to client mediation questions (0.4); phone call with E. Blum [BDO] re recap of strategy meeting (0.4); phone call with R. Zipursky re client questions (0.6); phone call with R. Heller and BDO team re settlement valuation questions (0.8); comment on draft mediation statement (2.1).	3.3
11/11/25	Ceresa, Chris	Review and analyze value issues re mediation briefing (0.6); correspond with R. Heller re issues re same (0.3).	0.9
11/11/25	Heller, Rory	Draft mediation statement (7.6); call with BDO and E. Worenklein re same (0.8); correspond with C. Ceresa re same (0.3).	8.7
11/11/25	Zipursky, Rebecca	Draft talking points for mediation (2.6); confer with E. Worenklein re the same (0.6).	3.2
11/11/25	Park, Junho	Finalize rooms for upcoming mediation (0.4); coordinate with N. Labovitz re same (0.1).	0.5
11/12/25	Goodman, Mark P.	Email with N. Labovitz and CSCEC Holding re mediation (0.2); call with Y. Wei [CCA], N. Labovitz, E. Weisgerber, E. Abrams and R. Heller re mediation strategy and next steps (0.5); further email with N. Labovitz and E. Worenklein re mediation (0.2).	0.9
11/12/25	Labovitz, M. Natasha	Correspond with CSCEC Holding re updated proposal (0.2); correspond with E. Abrams re same (0.3); coordinate with R. Heller re mediation statement (0.1); review updated analysis re asset point (0.2); call with M. Goodman, E. Weisgerber, R. Heller, Y. Wei [CCA] and E. Abrams re preparation for mediation (0.5); correspond with R. Heller and E. Weisgerber re mediation (0.2); review draft of same (0.4); review analysis of possible mediation outcomes (0.3); correspond with E. Worenklein re same (0.2).	2.4
11/12/25	Weisgerber, Erica S.	Discuss strategy for upcoming mediation with E. Abrams, Y. Wei [CCA], N. Labovitz, M. Goodman, and R. Heller.	0.5
11/12/25	Worenklein, Elie J.	Revise talking points for client's mediation questions (0.4); phone call with E. Blum [BDO] re valuation questions (0.3); email with Lowenstein re meeting (0.2); zoom meeting with J. Steimle [BDO] re valuation analysis for mediation (1.0); mark up initial mediation statement (3.9); phone calls with R. Heller re same (0.3); call with B. Mishkin re same (0.2); meet with R. Zipursky re same (0.4); follow up with E. Blum [BDO] re intercompany analysis (0.2).	6.9
11/12/25	Heller, Rory	Discuss mediation strategy with E. Abrams, Y. Wei [CCA], N. Labovitz, M. Goodman, and E. Weisgerber (0.5); draft mediation statement (4.6); discuss same with E. Worenklein (0.3); schedule follow-up meeting with Lowenstein team (0.3).	6.2
11/12/25	Mishkin, Benjamin	Review and revise mediation brief (0.6); call with E. Worenklein re same (0.2); draft rider to same (0.6).	1.4
11/12/25	Zipursky, Rebecca	Research and draft talking points for settlement discussion (3.2); confer with E. Worenklein re the same (0.4); review and revise talking points in accordance with E. Worenklein edits (0.4).	4.2

Date	Timekeeper	Narrative	Hours
11/13/25	Goodman, Mark P.	Call with E. Abrams, M. Shea [BRG], Debevoise, CCA, CSCEC Holding, Lowenstein, and Cole Schotz teams re settlement (1.1); review mediation statement (0.3); call with N. Labovitz re same and mediation statement (0.2); call with Y. Wei [CCA] re mediation status and strategy (0.3); correspond with N. Labovitz and R. Heller re revised draft of mediation statement (0.2).	2.1
11/13/25	Labovitz, M. Natasha	Prepare for call with CSCEC Holding (0.2); attend all-hands call with CSCEC Holding, Cole Schotz team, Debevoise team, Lowenstein team, CCA, E. Abrams, and M. Shea [BRG] in preparation for mediation (1.1); review updated analysis in preparation for mediation (0.2); call with Y. Wei [CCA] re mediation statement (0.2); call with M. Goodman re same (0.2); correspond with E. Abrams re same (0.1); review and comment on mediation statement (2.2); review and edit mediation talking points (0.3); call with A. Behlmann [Lowenstein] re CSCEC Holding position (0.2); further negotiations re same (0.4); further comment on revised mediation statement (0.7); correspond with M. Goodman and R. Heller re same (0.2).	6.0
11/13/25	Worenklein, Elie J.	Phone call with R. Heller re recap of meeting (0.2); further revise draft mediation statement (2.2); incorporate comments to talking points for client mediation questions (0.3); email with team re revisions to mediation statement (0.6).	3.3
11/13/25	Heller, Rory	Call with E. Abrams, M. Shea [BRG] and Debevoise, CCA, CSCEC Holding, Lowenstein, and Cole Schotz teams re settlement (1.1); incorporate comments to mediation statement (3.5); discuss same with E. Worenklein (0.2); distribute same to Cole Schotz Team and M. Bauer [Lowenstein] for review and comment (0.2).	5.2
11/13/25	Mishkin, Benjamin	Call with E. Abrams, M. Shea and Debevoise, CCA, CSCEC Holding, Lowenstein, and Cole Schotz teams re mediation.	1.1
11/14/25	Goodman, Mark P.	Review and revise mediation statement (0.8); call with E. Worenklein re same (0.2); review BMLP's mediation statement (0.3); call with B. Mishkin re same (0.1).	1.4
11/14/25	Labovitz, M. Natasha	Review and edit multiple versions of mediation brief (3.6); correspond with Y. Wei [CCA] re same (0.2); review transmitted offer from CSCEC Holding (0.3); call with E. Abrams re same (0.2); forward BMLP statement to clients with preliminary comment (0.2); preliminary review of BMLP statement (0.6); confer with R. Heller re same (0.1).	5.2
11/14/25	Weisgerber, Erica S.	Review and revise draft mediation submission.	2.2
11/14/25	Worenklein, Elie J.	Further revise draft mediation statement prior to submission (1.9); call with M. Goodman re revisions to mediation statement (0.2); incorporate comments to mediation statement from Cole Schotz and client (0.5); phone call with B. Mishkin re same (0.2).	2.8
11/14/25	Heller, Rory	Revise updated mediation statement (6.9); discuss same with N. Labovitz (0.1); submit same (0.1); coordinate transmittal of exhibits with J. Park (0.1).	7.2

Date	Timekeeper	Narrative	Hours
11/14/25	Mishkin, Benjamin	Assist with final review and revisions to mediation brief (0.9); call with E. Worenklein re same (0.2); call with M. Goodman re same (0.1).	1.3
11/14/25	Park, Junho	Update mediation statement for R. Heller review (0.6); correspond with R. Heller re exhibit transfers (0.1); coordinate secure data transfer to mediators re exhibits (0.3).	1.0
11/15/25	Worenklein, Elie J.	Review final edits to mediation statement (0.3); review and analyze BMLP mediation statement (0.8); email with Debevoise team re same (0.3).	1.4
11/15/25	Zipursky, Rebecca	Review and summarize mediation statement from BMLP.	1.3
11/15/25	Park, Junho	Set up secure data transfer re mediation exhibits for clients (0.3); transmit same to client (0.1).	0.4
11/16/25	Goodman, Mark P.	Call re preparing for mediation with N. Labovitz, E. Weisgerber, E. Worenklein, R. Heller, and B. Mishkin.	0.7
11/16/25	Labovitz, M. Natasha	Further review mediation statement from BMLP (0.6); call with M. Goodman, E. Weisgerber, E. Worenklein, R. Heller and B. Mishkin re preparation for mediation (0.7); review materials in follow-up to same (0.3); correspond with R. Heller and E. Abrams re next steps (0.2).	1.8
11/16/25	Weisgerber, Erica S.	Call re preparing for mediation with N. Labovitz, M. Goodman, E. Worenklein, R. Heller, and B. Mishkin (0.7); exchange emails with B. Mishkin re follow-up research for mediation (0.4).	1.1
11/16/25	Worenklein, Elie J.	Join team call re preparing for mediation with N. Labovitz, M. Goodman, E. Weisgerber, R. Heller, and B. Mishkin.	0.7
11/16/25	Heller, Rory	Meet with N. Labovitz, M. Goodman, E. Weisgerber, E. Worenklein and B. Mishkin re mediation preparation.	0.7
11/16/25	Mishkin, Benjamin	Review BMLP mediation brief (0.4); call re preparing for mediation with M. Goodman, N. Labovitz, E. Weisgerber, E. Worenklein and R. Heller (0.7); prepare notes from call (0.4); correspond with E. Weisgerber re research for mediation (0.3); conduct legal research re possible issues in mediation (2.8).	4.6
11/17/25	Goodman, Mark P.	Call [partial] with E. Abrams, Cole Schotz team, Debevoise team, and M. Bauer [Duane Morris] re mediation (0.4); participate [partial] in follow-up call with E. Weisgerber, E. Worenklein, R. Heller and B. Mishkin re same (0.2).	0.6
11/17/25	Labovitz, M. Natasha	Review materials for potential use in mediation (0.3); correspond with A. Costin and E. Weisgerber re same (0.2); correspond with E. Abrams re mediation prep (0.4); review and address correspondence from mediators (0.2).	1.1
11/17/25	Weisgerber, Erica S.	Analyze research re mediation issues (0.4); call re research in preparation for mediation with R. Heller, R. Zipursky, and B. Mishkin (0.5); participate in call with E. Abrams, Cole Schotz team, Debevoise team and M. Bauer [Duane Morris] re mediation (1.0); call [partial] with M. Goodman [partial], E. Worenklein, R. Heller and B. Mishkin re same (0.2).	2.1

Date	Timekeeper	Narrative	Hours
11/17/25	Worenklein, Elie J.	Call with R. Zipursky re pending proceedings (0.4); join mediation prep session call with E. Abrams, Cole Schotz team, Debevoise team and M. Bauer [Duane Morris] (1.0); participate in meeting with M. Goodman [partial], E. Weisgerber [partial], R. Heller and B. Mishkin re same (0.3).	1.7
11/17/25	Costin, Alexander	Correspond with N. Labovitz and E. Weisgerber re mediation preparation (0.3); analyze BMLP mediation statement (0.9); correspond with R. Zipursky re organizational chart (0.2).	1.4
11/17/25	Heller, Rory	Schedule call with mediators (0.2); review BMLP's mediation statement (1.6); prepare mediation talking points (1.7); call re research in preparation for mediation with E. Weisgerber, R. Zipursky, and B. Mishkin (0.5); participate in call with E. Abrams, Cole Schotz team, Debevoise team and M. Bauer [Duane Morris] re mediation (1.0); call with M. Goodman [partial], E. Weisgerber [partial], E. Worenklein, and B. Mishkin re same (0.3).	5.3
11/17/25	Mishkin, Benjamin	Call re mediation research with E. Weisgerber, R. Zipursky and R. Heller (0.5); conduct follow up research re same (5.5); join call with E. Abrams, Cole Schotz team, Debevoise team and M. Bauer [Duane Morris] re mediation (1.0); attend call with M. Goodman [partial], E. Weisgerber [partial], E. Worenklein and R. Heller re same (0.3).	7.3
11/17/25	Zipursky, Rebecca	Research legal issues re settlement (2.9); call re research in preparation for mediation with E. Weisgerber, R. Heller and B. Mishkin (0.5); correspond with A. Costin re organizational chart (0.2); confer with E. Worenklein re pending proceedings (0.4).	4.0
11/17/25	Park, Junho	Prepare and send secure data transfer to E. Abrams.	0.4
11/18/25	Goodman, Mark P.	Call with Y. Wei [CCA] re mediation issues and strategy (0.6); call with E. Weisgerber (0.5); review value demonstrative (0.1).	1.2
11/18/25	Labovitz, M. Natasha	Call with E. Abrams in preparation for mediation (0.4); review and comment on talking points for mediation (0.9).	1.3
11/18/25	Weisgerber, Erica S.	Participate in strategy call with M. Goodman re mediation (0.5); call to M. Sirota [Cole Schotz] re same (0.1); email with Cole Schotz and Debevoise teams re mediation strategy (0.4).	1.0
11/18/25	Heller, Rory	Draft talking points for mediation (3.9); email with Cole Schotz and Debevoise team re same (0.6).	4.5
11/18/25	Mishkin, Benjamin	Continue research re mediation issues (1.1); email Debevoise team and Cole Schotz team re same (0.2).	1.3
11/18/25	Zipursky, Rebecca	Review and analyze legal issues for upcoming mediation.	1.2
11/19/25	Goodman, Mark P.	Participate in call with mediators, Debevoise team, Lowenstein team, Cole Schotz team, and M. Bauer [Daune Morris] (1.0); participate [partial] in mediation strategy call with Debevoise team (0.5); email with Debevoise team re final talking points for mediation (0.4).	1.9

Date	Timekeeper	Narrative	Hours
11/19/25	Labovitz, M. Natasha	Prepare for call with mediators (0.2); attend call with E. Chesler, Hon. V. Papalia, Debevoise team, Lowenstein, Cole Schotz and Duane Morris teams (1.0); coordinate with R. Heller re follow-up on mediators' questions (0.2); mediation prep call with E. Abrams, CCA board, M. Bauer, Cole Schotz team, E. Weisgerber and B. Mishkin (0.8); call with E. Weisgerber re same (0.2); correspond with B. Mishkin re mediation (0.2); outline personal talking points for mediation, including reviewing mediation statement and past settlement proposals (0.8).	3.4
11/19/25	Weisgerber, Erica S.	Participate in call with CCA team, E. Abrams, M. Bauer [Duane Morris], Debevoise team, and Cole Schotz team to prepare for mediation (0.8); follow up with N. Labovitz re same (0.2); email with Debevoise team re prep for mediation and mediation talking points (0.4).	1.4
11/19/25	Worenklein, Elie J.	Review update on call with mediators (0.4); comment on draft mediation talking points (0.6); call with J. Schwarz [BDO] re mediation prep (0.5); email with B. Theisen [Gibbons] re mediation logistics (0.2); call with S. Koboci re BDO slide decks (0.4); email with S. Koboci and R. Heller re questions from mediators (0.6).	2.7
11/19/25	Heller, Rory	Call with mediators, Lowenstein team, Cole Schotz team, Duane Morris, and Debevoise team (1.0); draft and circulate summary of call (0.4); research question re court procedures (0.4); correspond with S. Koboci re settlement (0.2); call with S. Koboci re same (0.2).	2.4
11/19/25	Koboci, Shefit	Correspond with R. Heller re settlement (0.3); call with R. Heller re same (0.2); review BDO slide decks re same (1.3); correspond with E. Worenklein re same (0.2); call with BDO team re same (0.4); correspond with R. Heller and E. Worenklein re stay of NYS action question (0.6); call with R. Zipursky re NYS action (0.6); draft summary of settlement issues for Debevoise team (1.1); call with E. Worenklein re same (0.4); draft further revised summary incorporating E. Worenklein comments (1.6).	6.7
11/19/25	Mishkin, Benjamin	Participate in call with CCA Team, E. Abrams, M. Bauer [Duane Morris], Debevoise team, and Cole Schotz team (0.8); draft summary re same for internal team and send to N. Labovitz for review (0.5); correspond with Debevoise team re follow up to question from mediators (0.2).	1.5
11/19/25	Zipursky, Rebecca	Confer with S. Koboci re NYS action.	0.6
11/19/25	Park, Junho	Correspond with Debevoise team re guest list for mediation (0.6); register guests (0.4); confirm mediation room setups and logistics with A. Asimakis [Debevoise] (1.8); circulate updated calendar event to Debevoise team (0.1).	2.9
11/20/25	Labovitz, M. Natasha	Lead meeting with CCA team in preparation for mediation (0.5); participate in mediation with BMLP and CSCEC Holding (11.5).	12.0

Date	Timekeeper	Narrative	Hours
11/20/25	Weisgerber, Erica S.	Attend meeting prior to mediation with Debevoise, Cole Schotz, Mo Bauer, Elizabeth Abrams, Yan Wei [CCA], C. Zhang [CCA] (0.5); participate [partial] in mediation with CCA, BMLP, and CSCEC Holding (8.3).	8.8
11/20/25	Worenklein, Elie J.	Phone call with J. Schwarz [BDO] re status of mediation (0.4); confer with B. Mishkin re status of mediation (0.3).	0.7
11/20/25	Heller, Rory	Participate in meeting with CCA team re mediation (0.5); participate in mediation with BMLP (11.5).	12.0
11/20/25	Mishkin, Benjamin	Participate [partial] in mediation (10.5); meet with E. Worenklein re mediation status (0.3).	10.8
11/20/25	Zipursky, Rebecca	Research legal issues re mediation.	0.8
11/20/25	Park, Junho	Set up for mediation (1.3); coordinate with security and internal teams for mediation (1.2).	2.4
11/21/25	Labovitz, M. Natasha	Participate in conference with CCA team, Q. Zhou [CSCEC Holding], Lowenstein team, E. Abrams, M. Bauer [Duane Morris], and Debevoise team re response to mediators' proposal (0.3); email with mediators re same (0.2); review and edit multiple drafts of settlement term sheet (2.5); email with Debevoise team and client re negotiations with CSCEC Holding and BMLP (0.6); confer with R. Heller re term sheet (0.3); email with S. Levinson re mediation progress (0.2).	4.1
11/21/25	Levinson, Sidney P.	Exchange emails with N. Labovitz re progress of mediation.	0.2
11/21/25	Weisgerber, Erica S.	Email with Debevoise team and client CCA re settlement term sheet.	0.5
11/21/25	Worenklein, Elie J.	Call with E. Blum [BDO] re status of mediation (0.3); participate in call re mediators' proposal with CCA team, Lowenstein team, Debevoise team, E. Abrams, M. Bauer [Duane Morris] and Q. Zhou [CSCEC Holding] (0.3); phone call with R. Heller re term sheet (0.2); comment on multiple drafts of mediation term sheet (2.4).	3.2
11/21/25	Heller, Rory	Participate in call re mediation with CCA team, Lowenstein team, Debevoise team, E. Abrams, M. Bauer [Duane Morris] and Q. Zhou [CSCEC Holding] (0.3); draft mediation term sheet (5.5); discuss same with N. Labovitz (0.3); discuss same with E. Worenklein (0.2).	6.1
11/21/25	Mishkin, Benjamin	Join call re mediation with CCA team, Lowenstein team, Debevoise team, E. Abrams, M. Bauer [Duane Morris] and Q. Zhou [CSCEC Holding] (0.3); prepare signature pages for mediation term sheet (0.2).	0.5
11/22/25	Goodman, Mark P.	Review emails re mediation, settlement and term sheet (0.6); review term sheet (0.3); call with Y. Wei [CCA] re mediation and stay of NY Court of Appeals motion for leave to appeal (0.1).	1.0
11/22/25	Labovitz, M. Natasha	Review and analyze BMLP markup of settlement agreement (0.3); correspond with A. Behlmann [Lowenstein] and co-counsel re same (0.3); send comments to Debevoise team re comments agreement in response to CSCEC Holding revision (0.3).	0.9

Date	Timekeeper	Narrative	Hours
11/22/25	Labovitz, M. Natasha	Draft questions for R. Heller re post-settlement strategy.	0.3
11/22/25	Worenklein, Elie J.	Review revised term sheet from BMLP and comment re same.	0.9
11/22/25	Ceresa, Chris	Review and analyze legal issues re draft 9019 motion to approve mediation settlement (0.5); comment on draft motion of same (1.8); correspond with Debevoise team re revisions (0.2).	2.5
11/23/25	Goodman, Mark P.	Review revisions to term sheet (0.2); email Debevoise team re settlement (0.2); email with Debevoise team re pending court actions (0.2); review emails re Bahamian proceedings (0.2); monitor emails re settlement motion (0.2).	1.0
11/23/25	Labovitz, M. Natasha	Engage in ongoing negotiations re settlement term sheet (2.1); coordinate logistics with Debevoise team re pause of all pending court actions (0.6); finalize term sheet and provide instructions re execution and path forward (0.5); review and address questions re Bahamian proceedings (0.3); review status of settlement motion (0.2).	3.7
11/23/25	Weisgerber, Erica S.	Review BMLP revisions to draft term sheet (0.3); email with Debevoise team re same (0.3); email with Debevoise, BMLP, and CSCEC Holding teams re revisions to term sheet and settlement next steps (0.4).	1.0
11/23/25	Worenklein, Elie J.	Research 9019 motion precedent (0.6); correspond with M. Godbe re same (0.2); call with A. Behlmann [Lowenstein] re 9019 motion (0.2); revise term sheet (5.8); email with Debevoise team re same (0.4); call with Y. Wei [CCA] re same (0.2); call with C. Zhang [CCA] re same (0.3); call with R. Zipursky re term sheets (0.2); call with E. Winston [Quinn] re same (0.3).	8.2
11/23/25	Ceresa, Chris	Review and comment on draft 9019 motion (1.6); correspond with Debevoise team re same (0.1).	1.7
11/23/25	Godbe, Michael C.	Correspond with B. Mishkin re settlement motion precedent (0.2); correspond with E. Worenklein re same (0.2).	0.4
11/23/25	Koboci, Shefit	Correspond with C. Ceresa re settlement motion (0.2); correspond with B. Mishkin re same (0.2); comment on draft of settlement motion (1.1).	1.5
11/23/25	Mishkin, Benjamin	Correspond with M. Godbe re settlement motion precedent (0.2); draft settlement motion (4.9); correspond with S. Koboci re same (0.2); revise same (0.6).	5.9
11/23/25	Zipursky, Rebecca	Review and comment on draft of term sheet (0.6); identify signers for same (0.6); call with E. Worenklein re same (0.2); finalize and coordinate signatures for CCAB and CSCECB on term sheet (2.8).	4.2
11/23/25	Park, Junho	Coordinate signatures for term sheet (1.8); compile term sheet with signature pages (0.4).	2.2
11/24/25	Goodman, Mark P.	Review final of term sheet (0.3); email with team re settlement (0.4); email Debevoise team re contacting NY Court of Appeals re motion for leave to appeal (0.2); review letter to NY Court of Appeals (0.1); email with mediators re settlement (0.1); review BMLP correspondence re amended mediation order (0.1); email with N. Labovitz re timing and next steps (0.2); review draft motion for order approving settlement (0.3).	1.7

Date	Timekeeper	Narrative	Hours
11/24/25	Labovitz, M. Natasha	Monitor and guide pause of court proceedings based on finalized settlement term sheet (0.4); respond to BMLP inquiries re same (0.2); begin work on settlement agreement (0.4); correspond with E. Weisgerber re same (0.1); correspond with F. Yudkin [Cole Schotz] re timing for settlement hearing (0.2); correspond with M. Goodman re timing and path forward (0.2); review comments from BMLP, Lowenstein and CCA on mediation motion and term sheet (0.9).	2.4
11/24/25	Weisgerber, Erica S.	Analyze precedent for settlement agreement (0.3); email with N. Labovitz re same (0.2); call with Bahamian counsel re settlement (0.2); email with Debevoise team re settlement and next steps (0.2).	0.9
11/24/25	Worenklein, Elie J.	Call with C. Zhang [CCA] re settlement approval process (0.3); email exchanges with BMLP, Lowenstein and CCA re execution version of term sheet (1.2); phone call with A. Costin re letter to NYS Court of Appeals re settlement (0.2); comment on draft letter (0.3); phone call with R. Zipursky re coordination with Bahamian counsel (0.3); comment on draft settlement motion and sealing motion (1.2); email with J. Park re compiling term sheet (0.3).	3.6
11/24/25	Ceresa, Chris	Revise and comment on multiple drafts of 9019 motion (0.8); revise and comment on drafts of application to shorten time (0.6); revise and comment on drafts of sealing motion (0.6); correspond with S. Koboci and Debevoise team re issues, application, and 9019 motion (0.4).	2.4
11/24/25	Koboci, Shefit	Review C. Ceresa comments to settlement motion (1.1); further correspond with C. Ceresa re same (0.4); revise draft settlement motion (2.7); correspond with B. Mishkin re same (0.2); further revise settlement motion (0.6);) incorporate N. Labovitz comments to settlement motion (1.3); correspond with B. Mishkin re same (0.2); revise draft settlement motion (1.7); correspond with R. Zipursky re litigation comments to settlement motion (0.2).	8.4
11/24/25	Mishkin, Benjamin	Draft and revise 9019 motion, sealing motion and application for shortened time (5.1); correspond with S. Koboci re same (0.2); further revise 9019 motion (0.7); further correspond with S. Koboci re same (0.2); review sealing motion and application for shortened time (0.3).	6.5
11/24/25	Zipursky, Rebecca	Meet with FGS re press release for mediation settlement (0.5); review and revise settlement agreement for S. Koboci (0.5); call with E. Worenklein re Bahamian counsel coordination (0.3).	1.3
11/24/25	Park, Junho	Compile and circulate executed term sheet to team (0.4); circulate same to BMLP (0.2); correspond with E. Worenklein re same (0.4).	1.0
11/25/25	Goodman, Mark P.	Review revised motion to approve settlement (0.4); email with Debevoise team re same (0.1); review comments on motion to approve settlement (0.2); review additional comments on motion to approve settlement (0.2).	0.7

Date	Timekeeper	Narrative	Hours
11/25/25	Labovitz, M. Natasha	Correspond with S. Koboci, E. Worenklein and F. Yudkin [Cole Schotz] re motion timing and process (0.3); coordinate drafting of settlement agreement (0.2); review updates from Debevoise team and edit settlement motion (1.2); review and address motion comments from CCA, Lowenstein team and Cole Schotz team (0.5).	2.2
11/25/25	Weisgerber, Erica S.	Email with Debevoise team re settlement motion and settlement agreement draft models.	0.4
11/25/25	Worenklein, Elie J.	Phone call with B. Theisen [Gibbons] re timing of settlement motion (0.2); comment on draft 9019 motion (1.7); call with F. Yudkin [Cole Schotz] re timing for application to shorten (0.2); phone call with M. Godbe re settlement agreement (0.5); correspond with R. Zipursky re BMLP press release (0.3); review Cole Schotz comments to draft motions (0.6); comment on FGS mediation statements (0.9); mark up draft settlement agreement with BMLP (2.1); call with M. Godbe re same (0.3).	6.8
11/25/25	Ceresa, Chris	Comment on 9019 motion (0.9); email with S. Koboci re same (0.2); review and analyze comments to 9019 motion (0.7); email with Debevoise team re same (0.9).	2.7
11/25/25	Godbe, Michael C.	Call with E. Worenklein re settlement agreement (0.5); review settlement materials (0.2); draft settlement agreement (1.9); call with E. Worenklein re same (0.3); further draft same (4.7).	7.6
11/25/25	Heller, Rory	Incorporate comments to draft settlement motion.	1.4
11/25/25	Koboci, Shefit	Further revise draft settlement motion (1.2); share revised draft with C. Ceresa (0.2); correspond with B. Mishkin re settlement motion (0.2); further revise draft settlement motion to reflect C. Ceresa comments and share with N. Labovitz (1.2); share sealing motion and application to shorten time with Cole Schotz team (0.3); revise settlement motion (1.2); review Cole Schotz comments to settlement motion (0.5); share revised draft of settlement motion with Cole Schotz and Duane Morris team (0.2); share revised draft with Lowenstein team (0.2); share revised draft with CCA team (0.2); correspond with C. Zhang [CCA] re comments to settlement motion (0.2); review Lowenstein team comments to settlement motion (0.5); review Cole Schotz team comments to settlement motion (0.6); correspond with E. Abrams and M. Bauer [Duane Morris] re settlement motion (0.2); revise draft settlement motion (1.0); share revised draft settlement motion with BMLP team (0.2).	8.1
11/25/25	Mishkin, Benjamin	Revise 9019 motion (2.0); further review and revise same and application to shorten time and motion to seal (1.8); call with R. Zipursky re Bahamian proceedings (0.1).	3.8
11/25/25	Zipursky, Rebecca	Review BMLP press release (0.3); confer with FGS re same (0.2); confer with opposing counsel re press release (0.3); review and revise press statements packet for CCA and affiliates (1.0); correspond with E. Worenklein re same (0.3); confer with B. Mishkin re Bahamian proceedings (0.1).	2.2
11/26/25	Goodman, Mark P.	Review email from Judge Papalia (0.1); comment on draft settlement agreement (0.4); review settlement motion (0.2).	0.7

Date	Timekeeper	Narrative	Hours
11/26/25	Labovitz, M. Natasha	Review and address BMLP comments to settlement motion (0.5); finalize same and review multiple versions in preparation for filing (1.4); review motions to seal and shorten time (0.4); correspond with R. Zipursky re scope of releases (0.3); review and comment on initial draft of settlement agreement (0.7); review revised draft and coordinate distribution of same (0.4).	3.7
11/26/25	Worenklein, Elie J.	Phone call with R. Zipursky re questions on settlement agreement (0.9); research precedent re settlement agreement provisions (0.3); email with S. Koboci and C. Ceresa re edits to settlement motion (0.6); phone call with R. Zipursky re press materials for settlement (0.3); email with FGS re same (0.4); call with C. Zhang [CCA] re settlement motion (0.4); phone call with B. Thiesen [BMLP] re same (0.2); further mark up draft settlement agreement and incorporate comments (0.8); correspond with S. Koboci re same (0.3); review and comment on final version of settlement motion prior to filing (0.4); coordinate with M. Godbe re distribution of settlement agreement (0.1); phone call with Cole Schotz team re filing settlement motion and upcoming hearing (0.3).	5.0
11/26/25	Ceresa, Chris	Correspond with Debevoise team re 9019 motion, sealing motion, application to shorten time (1.1); review and revise same (0.9); coordinate filing same (0.5); correspond and calls with Debevoise team re same (0.6).	3.1
11/26/25	Godbe, Michael C.	Revise settlement agreement (1.0); coordinate with E. Worenklein re distribution of same (0.1).	1.1
11/26/25	Heller, Rory	Incorporate further comments to settlement agreement (2.3); correspond with E. Worenklein re same (0.3); update surety providers re settlement (0.3).	2.9
11/26/25	Koboci, Shefit	Review BMLP comments to settlement motion (0.6); correspond with E. Worenklein re same (0.2); correspond with C. Ceresa re same (0.2); share revised draft of settlement motion with CCA team (0.3); revise and finalize settlement motion (1.3); share revised draft of settlement motion with Cole Schotz, special committee, and Duane Morris (0.3); call with M. Bauer [Duane Morris] re sign off (0.2); prepare filing version of motion (0.3).	3.4
11/26/25	Mishkin, Benjamin	Finalize motion to seal and application for shortened time (0.3); email same to Cole Schotz team and Verita team (0.2); finalize and redact settlement motion (1.8); email Verita team re service of same (0.1); email Cole Schotz team re filing of same (0.1); prepare final versions of sealing and settlement motion orders (0.2).	2.7
11/26/25	Zipursky, Rebecca	Confer with FGS repress release (0.9); revise terms of settlement re Bahamian proceedings (0.2); confer with client re press releases (0.3); call with E. Worenklein re same (0.3); revise settlement agreement terms re release (0.3); research ownership of BMLP for settlement agreement (1.3); call with E. Worenklein re same (0.9); confer with opposing counsel and FGS re press release (0.3); email N. Labovitz re releases (0.3).	4.8
11/28/25	Goodman, Mark P.	Email with N. Labovitz re scope of releases.	0.2

Date	Timekeeper	Narrative	Hours
11/28/25	Labovitz, M. Natasha	Review and further edit draft settlement agreement (0.7); email with M. Goodman re releases (0.2); correspond with R. Zipursky re same (0.2); review and analyze factual/drafting issue (1.6); correspondence with M. Godbe re resolution to same (0.2); update litigation team re same (0.2).	3.1
11/28/25	Worenklein, Elie J.	Phone call with M. Godbe re settlement agreement (0.2); call with R. Zipursky re same (0.1).	0.3
11/28/25	Ceresa, Chris	Correspond with Debevoise team re next steps re 9019 motion (0.2); review and revise notice re settlement agreement (0.4).	0.6
11/28/25	Godbe, Michael C.	Review settlement agreement re released party coverage (0.4); call with E. Worenklein re same (0.2); call with R. Zipursky re same (0.2); email N. Labovitz analysis re same (1.5); revise settlement agreement (0.5); correspond with client, Lowenstein, Duane Morris, and Cole Schotz re same (0.4).	3.2
11/28/25	Mishkin, Benjamin	Prepare notice of settlement agreement filing.	0.5
11/28/25	Zipursky, Rebecca	Call with M. Godbe re settlement agreement (0.2); confer with E. Worenklein re same (0.1); correspond with N. Labovitz re same (0.2); review materials re settlement agreement (0.4).	0.9
11/29/25	Labovitz, M. Natasha	Further review of settlement agreement (0.4); review Lowenstein comments re same (0.3); correspond with M. Godbe and E. Worenklein re same (0.2).	0.9
11/29/25	Worenklein, Elie J.	Review Lowenstein comments to settlement agreement (0.4); correspond with N. Labovitz and M. Godbe re same (0.1).	0.5
11/29/25	Godbe, Michael C.	Correspond with Lowenstein re settlement agreement (0.1); review same (0.2) correspond N. Labovitz and E. Worenklein re same (0.1); coordinate call with client re same (0.1).	0.5
11/30/25	Goodman, Mark P.	Review emails various parties' comments to settlement agreement (0.2); review revised settlement agreement incorporating comments (0.2).	0.4
11/30/25	Labovitz, M. Natasha	Review various parties' comments to settlement agreement (0.7); call with E. Worenklein, M. Godbe, Y. Wei [CCA] and C. Zhang [CCA] re same (0.6); review harmonizing edits to agreement (0.4); correspond with M. Godbe and E. Worenklein re same (0.2); monitor analysis re Bahamian enforcement of settlement agreement (0.2).	2.1
11/30/25	Weisgerber, Erica S.	Email with Debevoise team re provisions of settlement agreement.	0.2
11/30/25	Worenklein, Elie J.	Participate in call re settlement agreement with Y. Wei [CCA], C. Zhang [CCA], N. Labovitz, and M. Godbe (0.6); call with M. Godbe re same (0.4); further revise draft settlement agreement (0.9); correspond with N. Labovitz and M. Godbe re same (0.2); review comments from Cole Schotz re same (0.2); email with litigation team re draft settlement agreement (0.3); mark up draft notice for settlement agreement (0.2); call with C. Zhang [CCA] re settlement agreement (0.6); call with M. Godbe re same (0.1); email with Debevoise team re same (0.4); follow up call with C. Zhang [CCA] re settlement (0.3).	4.2

Date	Timekeeper	Narrative	Hours
11/30/25	Godbe, Michael C.	Participate in call re settlement agreement with Y. Wei [CCA], C. Zhang [CCA], N. Labovitz, and E. Worenklein (0.6); call with E. Worenklein re settlement logistics (0.4); revise settlement agreement (1.9); correspond with N. Labovitz re same (0.2); correspond with Cole Schotz, Lowenstein, and Duane Morris re same (0.3); call with E. Worenklein re settlement (0.1); revise settlement agreement per client comments (0.2).	3.7
11/30/25	Mishkin, Benjamin	Email E. Worenklein re notice of filing of settlement agreement (0.1); update same per feedback from E. Worenklein (0.1).	0.2
Total Hours			452.0

TIMEKEEPER SUMMARY

Title	Timekeeper	Hours	Rate	Amount
Partner	Goodman, Mark P.	26.4	2,317.50	61,182.00
	Labovitz, M. Natasha	71.0	2,317.50	164,542.50
	Levinson, Sidney P.	0.2	2,317.50	463.50
	Weisgerber, Erica S.	22.7	2,025.00	45,967.50
	Partner Total	120.3		\$272,155.50
Counsel	Worenklein, Elie J.	76.1	1,620.00	123,282.00
	Counsel Total	76.1		\$123,282.00
Associate	Godbe, Michael C.	16.5	1,471.50	24,279.75
	Ceresa, Chris	13.9	1,458.00	20,266.20
	Costin, Alexander	7.7	1,458.00	11,226.60
	Zipursky, Rebecca	31.0	1,458.00	45,198.00
	Heller, Rory	84.1	1,354.50	113,913.45
	Koboci, Shefit	40.1	1,287.00	51,608.70
	Mishkin, Benjamin	49.9	1,017.00	50,748.30
	Associate Total	243.2		\$317,241.00
Legal Assistant	Park, Junho	12.4	522.00	6,472.80
	Legal Assistant Total	12.4		\$6,472.80
Matter Total		452.0		\$719,151.30



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February 2, 2026

Chenyue Zhang
CCA Construction, Inc.
445 South Street
Suite 310
Morristown, NJ 07960

Invoice #: 2503513

Client Matter 27188.1024

FOR PROFESSIONAL SERVICES rendered through November 30, 2025 in connection with REPORTING

Fees	\$1,609.20
Charges and Disbursements	\$0.00
TOTAL	\$1,609.20

27188.1024 – REPORTING

Invoice Number: 2503513

Date	Timekeeper	Narrative	Hours
11/20/25	Worenklein, Elie J.	Phone call with J. Schwarz [BDO] re MOR questions (0.2); correspond with J. Park re MOR budget (0.1).	0.3
11/20/25	Park, Junho	Correspond with E. Worenklein re MOR budget and questions.	0.3
11/21/25	Worenklein, Elie J.	Comment on draft October MOR (0.2); correspond with J. Park re MOR question (0.1); phone call with BDO re same (0.2).	0.5
11/22/25	Park, Junho	Send update to E. Worenklein re MOR question.	0.3
Total Hours			1.4

TIMEKEEPER SUMMARY

Title	Timekeeper	Hours	Rate	Amount
Counsel	Worenklein, Elie J.	0.8	1,620.00	1,296.00
	Counsel Total	0.8		\$1,296.00
Legal Assistant	Park, Junho	0.6	522.00	313.20
	Legal Assistant Total	0.6		\$313.20
Matter Total		1.4		\$1,609.20

Description of Disbursements for the Compensation Period

Date	Timekeeper	Disbursement Category	Narrative	Amount
9/3/2025	Precost-New York, D&P	PACER	Vendor: Pacer Service Center-PACER; Invoice#: DBDB0528SEPT2025; Date: 9/1/2025 - Pacer	\$2.20
9/3/2025	Precost-New York, D&P	PACER	Vendor: Pacer Service Center-PACER; Invoice#: DBDB0528SEPT2025; Date: 9/1/2025 - Pacer	\$8.80
9/8/2025	Precost-New York, D&P	PACER	Vendor: Pacer Service Center-PACER; Invoice#: DBDB0528SEPT2025; Date: 9/1/2025 - Pacer	\$7.60
9/12/2025	Precost-New York, D&P	PACER	Vendor: Pacer Service Center-PACER; Invoice#: DBDB0528SEPT2025; Date: 9/1/2025 - Pacer	\$5.40
9/16/2025	Precost-New York, D&P	PACER	Vendor: Pacer Service Center-PACER; Invoice#: DBDB0528SEPT2025; Date: 9/1/2025 - Pacer	\$0.40
9/17/2025	Precost-New York, D&P	PACER	Vendor: Pacer Service Center-PACER; Invoice#: DBDB0528SEPT2025; Date: 9/1/2025 - Pacer	\$0.20
9/20/2025	Precost-New York, D&P	PACER	Vendor: Pacer Service Center-PACER; Invoice#: DBDB0528SEPT2025; Date: 9/1/2025 - Pacer	\$7.80
9/30/2025	Precost-New York, D&P	PACER	Vendor: Pacer Service Center-PACER; Invoice#: DBDB0528SEPT2025; Date: 9/1/2025 - Pacer	\$0.70
9/30/2025	Precost-New York, D&P	PACER	Vendor: Pacer Service Center-PACER; Invoice#: DBDB0528SEPT2025; Date: 9/1/2025 - Pacer	\$3.00
10/9/2025	Goodman, Mark P.	Travel	Vendor: Leros Point to Point, Inc.; Invoice#: 83115; Date: 10/15/2025 - Taxi Invoice for Leros - 83115 - Taxi: 00140 - 10/9/2025: - 1127673	\$359.12

Date	Timekeeper	Disbursement Category	Narrative	Amount
10/9/2025	Labovitz, M. Natasha	Travel	Vendor: Leros Point to Point, Inc.; Invoice#: 83115; Date: 10/15/2025 - Taxi Invoice for Leros - 83115 - Taxi: 01083 - 10/9/2025: - 1127759	\$299.88
10/9/2025	Ceresa, Chris	Travel	Vendor: Leros Point to Point, Inc.; Invoice#: 83115; Date: 10/15/2025 - Taxi Invoice for Leros - 83115 - Taxi: 13917 - 10/9/2025: - 1127760	\$364.35
10/9/2025	Weisgerber, Erica S.	Travel	Vendor: Leros Point to Point, Inc.; Invoice#: 83115; Date: 10/15/2025 - Taxi Invoice for Leros - 83115 - Taxi: 04794 - 10/9/2025: - 1127763	\$176.20
10/15/2025	Mishkin, Benjamin	Working Meal	Vendor: Mishkin, Benjamin A. Invoice#: 7771459911060601 Night/Weekend Working Meals; 10/15/2025; Late Night Working Meal	\$33.94
10/16/2025	Mishkin, Benjamin	Travel	Vendor: Mishkin, Benjamin A. Invoice#: 7771439411100603 Taxi; 10/16/2025; Late Night Taxi	\$30.99
10/18/2025	Worenklein, Elie J.	Travel	Vendor: DialCar, Inc.; Invoice#: 75123; Taxi: 10375 - 10/18/2025: - 1128202	\$89.98
10/21/2025	Park, Junho	Travel	Vendor: Park, Junho Invoice#: 7773020111110604 Taxi; 10/21/2025; Late Night Taxi	\$82.51
10/21/2025	Park, Junho	Working Meal	Vendor: Park, Junho Invoice#: 7817452911300603 Night/Weekend Working Meals; 10/21/2025; Late Night Working Meal	\$40.00
10/26/2025	Zhou, Xiaoxiao	Research	Westlaw	\$43.26
11/5/2025	Park, Junho	Travel	Vendor: Park, Junho Invoice#: 7811197011260602 Taxi; 11/05/2025; Late Night Taxi	\$23.94
11/5/2025	Park, Junho	Travel	Vendor: Park, Junho Invoice#: 7811197011260602 Parking; 11/05/2025; Park	\$10.00
11/5/2025	Park, Junho	Working Meal	Vendor: Park, Junho Invoice#: 7811197011260602 Night/Weekend Working Meals; 11/05/2025; Late Night Working Meal	\$14.97

Date	Timekeeper	Disbursement Category	Narrative	Amount
11/6/2025	Park, Junho	Working Meal	Vendor: Park, Junho Invoice#: 7811197711260602 Night/Weekend Working Meals; 11/06/2025; Late Night Working Meal	\$20.00
11/10/2025	Heller, Rory	Travel	Vendor: Rory B. Heller (#11934) Invoice#: 7806299011240606 Taxi; 11/10/2025; Late Night Taxi	\$24.93
11/10/2025	Park, Junho	Travel	Vendor: Park, Junho Invoice#: 7811198411260602 Taxi; 11/10/2025; Late Night Taxi	\$30.49
11/10/2025	Heller, Rory	Working Meal	Vendor: Rory B. Heller (#11934) Invoice#: 7806299011240606 Night/Weekend Working Meals; 11/10/2025; Late Night Working Meal	\$40.00
11/10/2025	Park, Junho	Working Meal	Vendor: Park, Junho Invoice#: 7811198411260602 Night/Weekend Working Meals; 11/10/2025; Late Night Working Meal	\$20.00
11/11/2025	Heller, Rory	Travel	Vendor: Rory B. Heller (#11934) Invoice#: 7806318411240606 Taxi; 11/11/2025; Late Night Taxi	\$22.80
11/11/2025	Heller, Rory	Working Meal	Vendor: Rory B. Heller (#11934) Invoice#: 7806318411240606 Night/Weekend Working Meals; 11/11/2025; Late Night Working Meal	\$39.80
11/12/2025	Park, Junho	Travel	Vendor: Park, Junho Invoice#: 7811200711260602 Taxi; 11/12/2025; Late Night Taxi	\$34.16
11/12/2025	Park, Junho	Working Meal	Vendor: Park, Junho Invoice#: 7811200711260602 Night/Weekend Working Meals; 11/12/2025; Late Night Working Meal	\$20.00
11/13/2025	Park, Junho	Travel	Vendor: Park, Junho Invoice#: 7811201711260602 Taxi; 11/13/2025; Late Night Taxi	\$38.99
11/13/2025	Park, Junho	Working Meal	Vendor: Park, Junho Invoice#: 7810540811260602 Night/Weekend Working Meals; 11/13/2025; Late Night Working Meal	\$19.83
11/18/2025	Pringle, James	In house Reproduction	Duplicating Services	\$14.00