

**Fill in this information to identify the case:**

Debtor CCA Construction, Inc.

United States Bankruptcy Court for the: \_\_\_\_\_ District of New Jersey  
(State)

Case number 24-22548

**Modified Official Form 410  
Proof of Claim**

**12/24**

**Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.**

**Filers must leave out or redact** information that is entitled to privacy on this form or on any attached documents. Attach redacted copies or any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

**Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.**

**Part 1: Identify the Claim**

<p><b>1. Who is the current creditor?</b></p>	<p><u>FTI Consulting, Inc.</u></p> <hr/> <p>Name of the current creditor (the person or entity to be paid for this claim)</p> <p>Other names the creditor used with the debtor _____</p>	
<p><b>2. Has this claim been acquired from someone else?</b></p>	<p><input checked="" type="checkbox"/> No</p> <p><input type="checkbox"/> Yes. From whom? _____</p>	
<p><b>3. Where should notices and payments to the creditor be sent?</b></p> <p>Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)</p>	<p><b>Where should notices to the creditor be sent?</b></p>	<p><b>Where should payments to the creditor be sent? (if different)</b></p>
	<p><u>FTI Consulting, Inc.</u> <u>c/o Legal Department</u> <u>555 12th Street NW, Suite 700</u> <u>Washington, DC 20004, United States</u></p> <p>Contact phone <u>202-753-5200</u></p> <p>Contact email <u>legal@fticonsulting.com</u></p> <p>Uniform claim identifier (if you use one): _____</p>	<p>Contact phone _____</p> <p>Contact email _____</p>
<p><b>4. Does this claim amend one already filed?</b></p>	<p><input checked="" type="checkbox"/> No</p> <p><input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY</p>	
<p><b>5. Do you know if anyone else has filed a proof of claim for this claim?</b></p>	<p><input checked="" type="checkbox"/> No</p> <p><input type="checkbox"/> Yes. Who made the earlier filing? _____</p>	



**Part 2: Give Information About the Claim as of the Date the Case Was Filed**

6. Do you have any number you use to identify the debtor?  No  
 Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: 4736 \_\_\_\_\_

7. How much is the claim? \$ 148200.18. Does this amount include interest or other charges?  
 No  
 Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.  
Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).  
Limit disclosing information that is entitled to privacy, such as health care information.  
Services performed.

9. Is all or part of the claim secured?  No  
 Yes. The claim is secured by a lien on property.  
**Nature or property:**  
 Real estate: If the claim is secured by the debtor's principle residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.  
 Motor vehicle  
 Other. Describe: \_\_\_\_\_  
**Basis for perfection:** \_\_\_\_\_  
Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)  
**Value of property:** \$ \_\_\_\_\_  
**Amount of the claim that is secured:** \$ \_\_\_\_\_  
**Amount of the claim that is unsecured:** \$ \_\_\_\_\_ (The sum of the secured and unsecured amount should match the amount in line 7.)  
**Amount necessary to cure any default as of the date of the petition:** \$ \_\_\_\_\_  
**Annual Interest Rate** (when case was filed) \_\_\_\_\_ %  
 Fixed  
 Variable

10. Is this claim based on a lease?  No  
 Yes. Amount necessary to cure any default as of the date of the petition. \$ \_\_\_\_\_

11. Is this claim subject to a right of setoff?  No  
 Yes. Identify the property: \_\_\_\_\_



12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

No

Yes. Check all that apply:

	Amount entitled to priority
<input type="checkbox"/> Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).	\$ _____
<input type="checkbox"/> Up to \$3,350* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).	\$ _____
<input type="checkbox"/> Wages, salaries, or commissions (up to \$15,150*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).	\$ _____
<input type="checkbox"/> Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).	\$ _____
<input type="checkbox"/> Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).	\$ _____
<input type="checkbox"/> Other. Specify subsection of 11 U.S.C. § 507(a)(____) that applies.	\$ _____

\* Amounts are subject to adjustment on 4/01/25 and every 3 years after that for cases begun on or after the date of adjustment.

13. Is all or part of the claim entitled to administrative priority pursuant to 11 U.S.C. § 503(b)(9)?

No

Yes. Indicate the amount of your claim arising from the value of any goods received by the debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim.

\$ \_\_\_\_\_

**Part 3: Sign Below**

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(3) authorizes courts to establish local rules specifying what a signature is.

**A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.**

Check the appropriate box:

I am the creditor.

I am the creditor's attorney or authorized agent.

I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgement that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 01/13/2025  
MM / DD / YYYY

/s/Andrew T. Solomon  
Signature

**Print the name of the person who is completing and signing this claim:**

Name Andrew T. Solomon  
First name Middle name Last name

Title Attorney for Creditor

Company Solomon Cramer and Summit LLP  
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address PO Box 202, Old Westbury, New York, 11568, United States

Contact phone 212-884-9102 Email asolomon@solomoncramer.com



# Verita (KCC) ePOC Electronic Claim Filing Summary

For phone assistance: Domestic (866) 506-4002 | International +1 (781) 575-2094

<b>Debtor:</b> 24-22548 - CCA Construction, Inc. <b>District:</b> District of New Jersey, Trenton Division		
<b>Creditor:</b> FTI Consulting, Inc. c/o Legal Department 555 12th Street NW, Suite 700  Washington, DC, 20004 United States <b>Phone:</b> 202-753-5200 <b>Phone 2:</b>  <b>Fax:</b>  <b>Email:</b> legal@fticonsulting.com	<b>Has Supporting Documentation:</b> Yes, supporting documentation successfully uploaded <b>Related Document Statement:</b>	
	<b>Has Related Claim:</b> No <b>Related Claim Filed By:</b>	
	<b>Filing Party:</b> Authorized agent	
<b>Other Names Used with Debtor:</b>	<b>Amends Claim:</b> No <b>Acquired Claim:</b> No	
<b>Basis of Claim:</b> Services performed.	<b>Last 4 Digits:</b> Yes - 4736	<b>Uniform Claim Identifier:</b>
<b>Total Amount of Claim:</b> 148200.18	<b>Includes Interest or Charges:</b> Yes	
<b>Has Priority Claim:</b> No	<b>Priority Under:</b>	
<b>Has Secured Claim:</b> No <b>Amount of 503(b)(9):</b> No <b>Based on Lease:</b> No <b>Subject to Right of Setoff:</b> No	<b>Nature of Secured Amount:</b> <b>Value of Property:</b> <b>Annual Interest Rate:</b> <b>Arrearage Amount:</b> <b>Basis for Perfection:</b> <b>Amount Unsecured:</b>	
<b>Submitted By:</b> Andrew T. Solomon on 13-Jan-2025 1:39:01 p.m. Eastern Time <b>Title:</b> Attorney for Creditor <b>Company:</b> Solomon Cramer and Summit LLP <b>Optional Signature Address:</b> PO Box 202  Old Westbury, New York, 11568 United States <b>Telephone Number:</b> 212-884-9102 <b>Email:</b> asolomon@solomoncramer.com		

Fill in this information to identify the case:

Debtor 1 CCA Construction, Inc.
Debtor 2
(Spouse, if filing)
United States Bankruptcy Court for the District of New Jersey
(State)
Case number 24-22548-CMG

Official Form 410

Proof of Claim

12/24

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

1. Who is the current creditor? FTI Consulting, Inc.
Name of the current creditor (the person or entity to be paid for this claim)
Other names the creditor used with the debtor

2. Has this claim been acquired from someone else?
[X] No
[ ] Yes. From whom?

3. Where should notices and payments to the creditor be sent?
Where should notices to the creditor be sent?
Where should payments to the creditor be sent? (if different)
FTI Consulting, Inc. c/o Legal Department
Name
555 12th Street, NW, Ste. 700
Number Street
Washington DC 20004
City State ZIP Code
Contact phone 202-753-5200
Contact email legal@fticonsulting.com
Uniform claim identifier (if you use one):

4. Does this claim amend one already filed?
[X] No
[ ] Yes. Claim number on court claims registry (if known)
Filed on MM / DD / YYYY

5. Do you know if anyone else has filed a proof of claim for this claim?
[X] No
[ ] Yes. Who made the earlier filing?

**Part 2: Give Information About the Claim as of the Date the Case Was Filed**

6. Do you have any number you use to identify the debtor?  No  
 Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: 4 7 3 6

7. How much is the claim? \$148,200.18

Does this amount include interest or other charges?  
 No  
 Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A). See Exhibit A

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.  
Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).  
Limit disclosing information that is entitled to privacy, such as health care information.  
See Exhibit B

9. Is all or part of the claim secured?  No  
 Yes. The claim is secured by a lien on property.

**Nature of property:**  
 Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.  
 Motor vehicle  
 Other. Describe: \_\_\_\_\_

**Basis for perfection:** \_\_\_\_\_  
Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)

**Value of property:** \$ \_\_\_\_\_  
**Amount of the claim that is secured:** \$ \_\_\_\_\_  
**Amount of the claim that is unsecured:** \$ \_\_\_\_\_ (The sum of the secured and unsecured amounts should match the amount in line 7.)

**Amount necessary to cure any default as of the date of the petition:** \$ \_\_\_\_\_

**Annual Interest Rate** (when case was filed) \_\_\_\_\_ %  
 Fixed  
 Variable

10. Is this claim based on a lease?  No  
 Yes. Amount necessary to cure any default as of the date of the petition. \$ \_\_\_\_\_

11. Is this claim subject to a right of setoff?  No  
 Yes. Identify the property: \_\_\_\_\_

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

No

Yes. Check one:

Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

Up to \$3,350\* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).

Wages, salaries, or commissions (up to \$15,150\*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).

Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).

Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).

Other. Specify subsection of 11 U.S.C. § 507(a)(    ) that applies.

Amount entitled to priority

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\* Amounts are subject to adjustment on 4/01/25 and every 3 years after that for cases begun on or after the date of adjustment.

**Part 3: Sign Below**

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(3) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

I am the creditor.

I am the creditor's attorney or authorized agent.

I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

01/12/2025

Executed on date \_\_\_\_\_

MM / DD / YYYY

Andrew T. Solomon

Signature

Print the name of the person who is completing and signing this claim:

Name Andrew T. Solomon  
First name Middle name Last name

Title Attorney for Creditor

Company Solomon Cramer & Summit LLP  
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address PO Box 202  
Number Street

Old Westbury NY 11568  
City State ZIP Code

Contact phone 212-884-9102 Email asolomon@solomoncramer.com

**Addendum to Proof of Claim  
In re CCA Construction, Inc., Case No. 24-22548-CMG  
Creditor: FTI Consulting, Inc.**

**Exhibit A**

**Statement of Interest, Fees, Expenses or Other Charges (Part 2: Line 7)**

Total Invoiced Amounts	\$137,807.48
Contractual interest at 1 ½% per month from the 31 <sup>st</sup> day after the date of each underlying invoice, plus costs and expenses of enforcement and collection to December 22, 2024 <sup>1</sup>	\$ 5,392.70
Attorneys' Fees (estimated)	\$ 5,000.00
<b>Total Due:</b>	<b>\$148,200.18</b>

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<sup>1</sup> Contractual interest is calculated at 1 ½ % per month from the 31<sup>st</sup> day after the date of each underlying invoice (July 16, 2024, August 19, 2024, and September 20, 2024) through the date the bankruptcy petition was filed on December 22, 2024.



**Addendum to Proof of Claim  
In re CCA Construction, Inc., Case No. 24-22548-CMG  
Creditor: FTI Consulting, Inc.**

**Exhibit B  
Basis of Claim (Part 2: Line 8)**

**The Contract**

On June 27, 2024, FTI Consulting, Inc. (“FTI”) and CCA Construction, Inc. (“CCA”) executed a letter of engagement (the “Contract”), pursuant to which CCA’s counsel, Debevoise & Plimpton LLP (“Counsel”), on behalf of CCA, engaged FTI to provide professional services: trial graphics, trial technology, and trial support consulting including, but not limited to, evidence presentation (collectively, the “Services”) in connection with Counsel’s legal representation of CCA in *BML Properties LTD v. China Constructions America, Inc. et al.* (A true copy of the Contract is attached hereto as **Exhibit 1**).

Under the Contract, CCA agreed to pay FTI for the Services at the hourly rates set forth in the Contract and to reimburse FTI for its expenses. CCA further agreed that it would notify FTI within 20 days of receipt of an invoice of any objection after which time CCA waived its right to dispute the invoice. The Contract also provided that invoices not paid within 30 days of the date of the invoice would accrue interest at a rate of 1 ½ % per month and CCA would be responsible for all court costs, attorneys’ fees and expenses associated with the collection of unpaid invoices.

**The Invoices**

FTI performed the requested Services and also incurred expenses under the Contract. FTI provided invoices to CCA (the “Invoices”) as summarized in the chart below and attached hereto as **Exhibits 2-4**:

<b>Exhibit No.</b>	<b>Date of Invoice</b>	<b>Invoice Amount</b>	<b>Interest</b>	<b>Total</b>
Exhibit 2	16-Jul-24	\$11,608.10	\$696.49	\$12,304.59
Exhibit 3	19-Aug-24	\$60,682.24	\$2,730.70	\$63,412.94
Exhibit 4	20-Sep-24	\$65,517.14	\$1,965.51	\$67,482.65
<b>Total</b>		\$137,807.48	\$5,392.70	\$143,200.18

CCA received the Invoices and raised no objection or dispute as to the invoiced amounts, nor did it fault or complain about the quality or scope of the Services rendered by FTI. The Invoices were due and payable on receipt. Despite its obligation to pay the invoiced amounts upon receipt, CCA failed to pay FTI the amounts set out in the Invoices.

# **EXHIBIT 1**



***Attorney Work Product  
Privileged and Confidential***

June 27, 2024

Morgan A. Davis, Esq.  
Debevoise & Plimpton LLP  
66 Hudson Boulevard  
New York, NY 10001

Re: BML Properties LTD. v. China Construction America Inc. et al.  
Reference No. 84472

Dear Ms. Davis:

This letter (the "Agreement") will confirm the retention of FTI Consulting, Inc. ("FTI" or "we") as trial support consultants by Debevoise & Plimpton LLP ("Counsel" or "you"), in connection with its legal representation of CCA Construction, Inc. (f/k/a China Construction America Inc.), CCA Bahamas, Ltd., and CSCEC (Bahamas), Ltd. ("Client") in the above-referenced matter (the "Engagement"). FTI will work under the direction of Counsel in this matter. You have requested us to provide the following professional services: trial graphics, trial technology, and trial support consulting including, but not limited to, evidence presentation (collectively, the "Services").

This Agreement is subject to FTI Trial and Arbitration Support's Standard Terms and Conditions which are hereby made a part of this Agreement. Specific details concerning this particular assignment, including deliverable requirements and specific budget estimates, may be communicated in a separate letter; rates will remain consistent with the rates in this letter. All budgetary correspondence will be submitted to Counsel. Rates will be billed consistent with the below rates ranges:

- Senior Graphic Consultants: \$400-\$425 per hour
- Graphic Consultants: \$300-\$350 per hour
- Trial Technology Consultants: \$325 per hour
- Video Deposition Synching (\$325 per deposition day)

FTI understands that Client will be solely responsible for payment of its fees and expenses. As such, FTI will submit invoices for its fees and expenses incurred in connection with this Engagement directly to the Client, with a copy sent to Counsel. It is FTI's policy to collect a retainer as outlined in our Standard Terms and Conditions. Retainers are typically equal to one month's anticipated fees and expenses, or if the matter is expected to be a three- month engagement or less, FTI requests 30% of the budgeted fees and expenses. Client shall forward a wire transfer or check in the amount of \$35,000 made out to FTI. This will allow us to begin work, and that retainer will be held and applied to the final invoice. Any remaining balance will be refunded.

Counsel and the Client acknowledge their respective agreement with this Agreement as evidenced by their signatures below. Please return to FTI the signed copy of this Agreement. FTI will not be able to begin work until it has received an executed Agreement. If this Agreement is not executed by Counsel and/or Client and returned to FTI within ten days of the date of this Agreement, the offer to provide services is revoked and this Agreement shall be deemed null and void.

Very truly yours,  
FTI CONSULTING, INC.  
By:



Kern Nandan  
Senior Director  
[kern.nandan@fticonsulting.com](mailto:kern.nandan@fticonsulting.com)  
312.606.2605

Accepted by: Debevoise & Plimpton LLP

Signature: Morgan Davis  
Name (Printed): Morgan Davis  
Title: Partner  
Date: July 9, 2024

Accepted by: CCA Construction, Inc. (f/k/a China Construction America, Inc.), CCA Bahamas, Ltd., and CSCEC (Bahamas), Ltd.

Signature: James McMahon  
Name (Printed): James McMahon  
Title: Counsel  
Date: 7/9/2024

Name and Address of the Client person designated to receive and approve invoices related to this Engagement\*

Name/Title: James McMahon \_\_\_\_\_

Company: CCA Construction, Inc. \_\_\_\_\_

Address: 445 South St. Suite 310, Morristown, NJ 07960 \_\_\_\_\_

Phone: 201-876-2788 \_\_\_\_\_

Email: Mcmahon.James@cca.us \_\_\_\_\_

Counsel's E-Mail (cc): mdavis@debevoise.com \_\_\_\_\_

Does Client require invoices to be submitted via an electronic billing system? Yes: \_\_\_\_\_ No: \_\_\_\_\_

*If yes, which billing system?* \_\_\_\_\_

**FTI CONSULTING, INC.**

**TRIAL AND ARBITRATION SUPPORT STANDARD TERMS AND CONDITIONS**

*Re: BML Properties LTD. v. China Construction America Inc. et al. – CSCEC Bahamas, Ltd., China Construction America, Inc., CCA Construction, Inc., and CCA Bahamas Ltd. Retention*

These Standard Terms and Conditions are binding and shall apply to this contract for Trial and Arbitration Support (Graphics, Trial Technology and Jury Consulting) with FTI Consulting, Inc. (“FTI”), unless otherwise agreed in writing and signed by FTI. If these Standard Terms and Conditions are at variance with any written communication, these Standard Terms and Conditions shall prevail, unless modified in writing and signed by FTI.

**1) Fees.** Rates quoted are based upon FTI's current schedule of professional fees and expenses. FTI's professional rates are subject to adjustment from time to time and at least annually, effective October 1. Fees are billed on a time and materials basis unless alternative billing is agreed by both parties and documented in a Letter of Engagement or Statement of Work. FTI will bill 3.0% of fees for dedicated project management. FTI will not bill for travel time in connection with the Engagement.

**2) Expenses.** FTI will bill for reimbursement of reasonable and customary out-of-pocket expenses that are directly incurred on the Engagement, such as messenger, travel, meals, accommodations, computing resources, and other expenses specifically related to the Engagement. Trial equipment will be charged at FTI's published rates. Jury research expenses incurred by third party vendors (e.g., facility rental, mock juror fees) must be paid in advance or contracted directly with the vendor.

**3) Document Retention; Compelled Destruction or Production of Documents.**

A. Document Retention. Subject to law or regulations, FTI shall retain the Confidential Information (as defined in Section 8) for no more than 180 days following completion of the Services. In the event Counsel provides written instructions to FTI to retain Confidential Information for longer than 180 days, the confidentiality terms of this Agreement will remain in effect with respect to such retained Confidential Information until the end of the agreed retention period. FTI shall destroy hardcopy Confidential Information and delete electronic Confidential Information prior to the end of the 180-day period unless Counsel provides written instructions for an alternate method of disposition at Client's expense. Subject to FTI's obligation to maintain confidentiality under Section 8 below, FTI may retain work product (including all drafts, analysis, reviews, research, notes and working papers) for archival purposes.

B. If Client is subject to a court or administrative order, protective order, settlement agreement (“Order”), or arrangement between parties with which it is involved in litigation or a dispute, and which Order requires the production, destruction, deletion or return of electronic data or hard copies of information, Client will pay FTI for such costs, based on the time required to complete the work required. Prior to incurring such costs, FTI will provide Counsel and Client with written notice and an estimate of such expenses.

**Retainer.** It is FTI's policy to collect a retainer for new and existing clients. Retainers are typically equal to one month's anticipated fees and expenses, or if the engagement is expected to be less than three months, FTI requests 30% of the budgeted fees and expenses. This advance will serve as security for the Client's agreement to pay FTI for all fees and disbursements incurred by FTI in its representation hereunder and will be applied to the final invoice. FTI will begin work upon receipt of a signed “Letter of Engagement” and a retainer payable to FTI.

**5) Payments.** FTI will submit monthly statements indicating outstanding fees and expenses. Payments are due within thirty (30) days from the date of the invoice. Without limiting FTI's other rights and remedies, in the event any invoice is not paid by Client within thirty (30) days of the date of invoice, then interest shall accrue, from the thirty-first (31<sup>st</sup>) day until payment in full is received, at the rate of one and one-half percent (1.5%) per month. Nothing herein shall be construed as extending the due date of payments to be made by Client under this Agreement. FTI may withhold delivery of reports, data or other work product pending full payment of charges. Delinquent accounts beyond sixty (60) days will be subject to a stop work order, in addition to any other remedies available at law. Client agrees to pay all court or arbitration costs, attorney fees (whether or not contingent on collection from client) and other expenses which may be associated with the collection of unpaid invoices. In the event Client disputes any of the fees or expenses on a specific invoice, the Client shall notify FTI within twenty (20) days of receipt of the invoice of such a dispute. If Client fails to notify FTI within the twenty (20) day period, the Client shall have waived its right to dispute such invoice.

All payments under this Agreement shall be made in cleared funds, without any deduction or set-off and free and clear of and without deduction for or on account of any taxes, levies, imports, duties, charges, fees and withholdings of any nature now or hereafter imposed by any governmental, fiscal or other authority. If Client is compelled to make any such deduction or such deduction is imposed by any governmental, fiscal or other authority, Client will pay to FTI such additional amounts as are necessary to ensure receipt by FTI of the full amount which FTI would have received but for the deduction.

**6) Responsibility for Cost Incurred.** FTI's Client is responsible for all costs incurred during the course of requested and authorized services provided by FTI. Under no circumstances is that financial liability transferable, in whole or in part, to any other party, except upon FTI's written authorization.

**7) Privilege and Attorney Work Product.** FTI understands and agrees that information and materials (excluding information and materials developed for use or displayed at trial) received from Counsel, or generated by FTI, are protected by the attorney-client privilege and/or the attorney work product doctrine. FTI acknowledges that all communications between FTI and Counsel, either oral or written, as well as certain materials or information developed or received by FTI (excluding information and materials prepared for use or displayed at trial) pursuant to this Engagement, are protected by applicable legal privileges, and therefore, will be treated by FTI as confidential. In addition, FTI understands that most of Counsel's and Client's materials and information that FTI will receive and review constitute Counsel's or Client's confidential business or privileged information, and in some cases may constitute confidential trade secret information of Client. FTI will mark each page of our work product and our communications with you with the following caption: "Privileged & Confidential; Attorney-Client Privilege; Attorney Work Product."

**8) Confidential Matters; Data Protection Obligations.**

A. FTI will hold in strict confidence all information and materials disclosed or provided to FTI by Counsel or Client ("Confidential Information") and will not disclose such Confidential Information to third parties without Counsel's consent. FTI will exercise the same standard of care to protect Confidential Information as is used to protect its own proprietary data from unauthorized disclosures. Unless prohibited by law, FTI agrees to notify Counsel promptly of any of the following events: (a) a request by anyone to examine, inspect, or copy Confidential Information; or (b) any attempt to serve, or the actual service of, any court order, subpoena, or summons upon FTI that requires the production of Confidential Information, so that Counsel and/or Client may seek an appropriate order or other remedy protecting the Confidential Information from disclosure. FTI will cooperate with Counsel



and/or Client to obtain such protective order or other remedy, at Client's sole expense. In the event that a protective order or other remedy is not obtained or Counsel and/or Client waives its right to seek such an order or other remedy, FTI may, without liability under this Agreement, furnish only that portion of the Confidential Information which it is legally required to disclose, provided that FTI, to the extent permitted by law, gives Counsel written notice of the information to be disclosed as far in advance of its disclosure as practicable and FTI uses reasonable efforts to obtain assurances that confidential treatment will be accorded to such information. "Confidential Information" shall not include information that (a) is or becomes generally available to the public other than as a result of a breach by FTI of its obligations hereunder, (b) is acquired from a third party who, to FTI's knowledge, owes no obligation of confidence in respect of the information, or (c) is or has been independently developed by FTI without use of or reliance upon the Confidential Information.

B. FTI has adopted and shall maintain throughout the Engagement, appropriate administrative, technical, and physical measures to ensure the security and confidentiality of Confidential Information and protect against the unauthorized access to or destruction, loss, or disclosure of Confidential Information, including without limitation policies and procedures to prevent and respond to cyber-security incidents. FTI will notify Counsel and Client promptly of any reasonably suspected or actual unauthorized access to or destruction, loss, or disclosure of the Confidential Information, in whatever form. FTI will promptly take steps to minimize such access, disclosure, or use of the Confidential Information and will cooperate fully with Counsel's or Client's investigation of the incident and in protecting, recovering, or restoring any affected information.

C. In this paragraph, the terms "controller", "personal data", "processed", "processor", "processing" shall have the meaning given to them, or any equivalent terms, in applicable data protection laws. FTI and the Client will each act as separate and individual controllers in relation to any personal data processed by the Client or FTI in connection with this Agreement. FTI and the Client will each comply with its own respective obligations under applicable data protection laws in relation to their processing of personal data under this Agreement. Should the Services involve cross border transfers of personal data, FTI and the Client hereby enter into Module 1 of the EU Standard Contractual Clauses published by the European Commission and the UK Addendum to the EU Standard Contractual Clauses published by the ICO (where applicable) (together the ("Standard Contractual Clauses")), with either the Client or FTI acting as data exporter and either the Client or FTI as data importer, as appropriate), in respect of any international transfer of personal data which would be prohibited by applicable data protection law in the absence of the Standard Contractual Clauses, in the form and manner set out at <https://ftitechnology.com/trust/cidta>. The Client acknowledges that FTI may appoint processors to process personal data on its behalf in connection with the Services. Such processors may be located overseas. Where required by applicable data protection law, FTI will enter into appropriate safeguards with these processors. Client and FTI agree that agree that no "sale" (as that term is defined under applicable data protection laws) of personal data is intended as part of the Agreement, and both parties will take steps to ensure no sale occurs. The parties agree that any provision of personal data by one party to another under the Agreement is necessary to perform a business purpose and is not part of, and explicitly excluded from, the exchange of consideration, or any other thing of value, between the parties.

**9) Provision of Services.** FTI is a global firm and, through its practice groups and affiliated entities, provides a variety of services to third parties on a non-exclusive basis including by way of example and not limitation, Forensic and Litigation Consulting, Technology Services, Corporate Finance/Restructuring, Economic Consulting and Strategic Communications. At present, we are not aware of any conflicts of interests in undertaking this representation. Other professionals of FTI may be engaged by parties with interests that are adverse to and may not be consistent with the interests of Client. During the pendency of this Engagement, the FTI professionals assigned to this Engagement and providing Services hereunder will not provide services in this matter, to a party that is adverse to the Client.

**10) Limitation of Liability.** FTI shall not be liable under this Engagement Contract for damages in excess of the total amount of fees paid to FTI pursuant to this Engagement Contract. In no event shall FTI be liable for punitive or consequential damages of any kind. The foregoing exclusions and limitations shall not apply to (i) claims arising from FTI's gross negligence, willful misconduct or fraud; and (ii) a breach of FTI's confidentiality or data protection obligations set forth in this Agreement. FTI's liability for damages arising from a breach of confidentiality or data protection obligations shall not exceed three times (3x) the total amount of fees paid to FTI pursuant to this Agreement.

**11) Cancellations.** The Client or Counsel shall have the right to cancel a contract for services at any time only when FTI has received written notice of the cancellation and only after all undisputed fees and expenses incurred through the date of cancellation, including any non-cancelable charges and close-out costs, have been paid in full.

**12) Governing Law.** The Engagement shall be governed by and interpreted in accordance with the laws of the State of New York, without giving effect to the choice of law provisions thereof.

### **13) Arbitration**

A. Any dispute or claim arising out of or in any way relating to FTI's Services or Work (as defined in Section 14 below) under this Agreement, including any Services or Work that might have been done prior to entering into this Agreement (and including, without limitation, any claim of 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 applicable rules, regulations, policies and procedures of the Commercial Arbitration Rules of the American Arbitration Association ("AAA") and the Federal Arbitration Act, as in effect at the time of the arbitration, except as they may be modified herein or by mutual agreement of parties to the dispute.

B. 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 a single arbitrator, mutually agreed upon by the parties.

C. The parties to this Agreement 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.

D. 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.

E. Notwithstanding the foregoing, Counsel and Client reserve the right to seek injunctive relief in any court of competent jurisdiction as such party deems necessary to protect its Confidential Information from actual or threatened unauthorized disclosure or to remedy or ameliorate any harm arising from any such disclosure.

#### **14) Intellectual Property**

A. Except as specifically provided elsewhere in this agreement, FTI agrees that for the purpose of ownership pursuant to Section 201 of the U.S. Copyright Act, 17 U.S.C. § 201, all work product and deliverables created or first reduced to practice in the performance of Services under this agreement for Counsel and Client (collectively the “Work”) shall be considered a work-made-for-hire specifically ordered or commissioned by Counsel and Client.

B. FTI further agrees that except for FTI’s rights and Background Works, FTI acknowledges that the Work and all rights relating thereto are the property of Counsel and Client. “Background Works” means all works which (i) FTI intends to use in performing under this Agreement, (ii) is either owned solely by FTI or licensed to FTI with a right to sublicense, and (iii) is in existence in the form of a writing or working prototype prior to the effective date of this Agreement. Notwithstanding any provision to the contrary, nothing in this Agreement grants Counsel and Client any right, title or interest in any intellectual property developed by FTI prior to this Agreement or outside the scope of this Agreement.

C. In the event that the Work is found not to be a work-made-for-hire, FTI hereby transfers, sells, and assigns to Client for good and valuable consideration, receipt of which FTI hereby acknowledges, all rights, title, and interest in and to the Work.

**15) Scope of Work.** The parties hereto expressly acknowledge and agree that the works to be delivered hereunder are limited by the “Letter of Engagement” attached hereto and made a part hereof, and that neither Counsel nor Client has any direct or residual rights to any source code, enabling technology, information or other processes pursuant to which the scope of the work product would be expanded, without expressly modifying this Agreement and the consideration provide hereunder.

**16) Intentionally Omitted.**

**17) Intentionally Omitted.**

**18)** The Parties agrees that they will comply with all anti-corruption, anti-money laundering, anti-bribery and other economic sanctions laws and regulations of the United States, United Kingdom, European Union and United Nations (collectively, the “ABC/AML/Sanction Laws”) in connection with this Engagement. The Client further agrees that it shall not, and it shall procure its employees not to, pay or cause other person(s) to pay FTI using any funds that would result in a violation of any of the ABC/AML/Sanction Laws by either Client or FTI, or otherwise take any action that would result in a violation of any of the ABC/AML/Sanction Laws by either Client or FTI. Each Party shall promptly notify the other Parties in the event of any violation or failure to comply with ABC/AML/Sanction Laws in connection with this Engagement, or allegations relating thereto, by the Party or its directors, officers, employees or agents.



# **EXHIBIT 2**



## *Forensic and Litigation Consulting*

July 16, 2024

James McMahon  
CCA CONSTRUCTION, INC.  
445 South St., Ste. 310  
Morristown, NJ 07960  
United States  
McMahon.James@cca.us

RE: BML Properties LTD. v. China Construction America Inc. et al.  
Job No. 500001.4736  
Invoice No. 100100072638

Enclosed is our invoice for professional services rendered in connection with the above referenced matter. This invoice covers professional fees through June 30, 2024.

Please do not hesitate to call me to discuss this invoice or any other matter.

Sincerely,

Kern Nandan  
Senior Director, Project Mgmt.

Enclosures

CC: mdavis@debevoise.com



**Invoice Remittance**

James McMahon  
CCA CONSTRUCTION, INC.  
445 South St., Ste. 310  
Morristown, NJ 07960  
United States  
McMahon.James@cca.us

July 16, 2024  
Invoice No. 100100072638  
Job No. 500001.4736  
Terms Net 30 days  
Currency USD

RE: BML Properties LTD. v. China Construction America Inc. et al.

Current Invoice Period: Charges posted through June 30, 2024

Amount Due Current Invoice **\$11,608.10**

*Please reference invoice number in your remittance.*

**Check Payments To:**  
FTI Consulting Inc  
P.O. Box 418005  
Boston, MA 02241-8005  
United States

**Courier Delivery Only To:**  
Bank of America ML  
Lockbox Services  
Lockbox 418005  
MA5-527-02-07  
2 Morrissey Blvd.  
Dorchester, MA 02125-8005

**ACH Payments To:**  
FTI Consulting Inc  
Bank of America, N.A.  
San Francisco, CA 94109  
Account # 002001801422  
ABA # 052001633

**Wire Payments To:**  
FTI Consulting Inc  
Bank of America, N.A.  
New York, NY 10038  
Account # 002001801422  
ABA # 026009593  
SWIFT (USD): BOFAUS3N  
SWIFT (other currencies): BOFAUS6S



**Invoice Summary**

James McMahon  
CCA CONSTRUCTION, INC.  
445 South St., Ste. 310  
Morristown, NJ 07960  
United States  
McMahon.James@cca.us

July 16, 2024  
Invoice No. 100100072638  
Job No. 500001.4736  
Terms Net 30 days  
Currency USD

RE: BML Properties LTD. v. China Construction America Inc. et al.

Current Invoice Period: Charges posted through June 30, 2024

Activity	Hours	Total
Graphics Consulting	20.40	\$8,670.00
Graphics Production	8.00	\$2,600.00
<b>Total</b>	<b>28.40</b>	<b>\$11,270.00</b>

Name	Title	Rate	Hours	Total
Jeffrey Isler	Senior Managing Director	\$425.00	20.40	\$8,670.00
William OMeara	Senior Consultant	\$325.00	8.00	\$2,600.00
<b>Total Professional Services</b>			<b>28.40</b>	<b>\$11,270.00</b>

Administrative Fee \$338.10

Invoice Total	USD Amount
	\$11,608.10
<b>Total Due</b>	<b>\$11,608.10</b>





**Invoice Detail**

**Invoice No.** July 16, 2024  
**Job No.** 100100072638  
 500001.4736

**Total Professional Services**

**Graphics Consulting**

**Jeffrey Isler**

06/19/2024	Initial call with Mark Goodman, Jacob Stahl, Morgan Davis, Maura Monaghan & Bill O'Meara. Internal staffing & project setup. Draft call notes.	2.50		
06/20/2024	Develop graphics; Review case materials, draft project notes.	2.20		
06/21/2024	Develop graphics; Review case documents, draft notes.	1.80		
06/23/2024	Develop graphics; Review case material.	3.90		
06/24/2024	Develop graphics; Review case material.	3.40		
06/25/2024	Develop graphics; Review case material	1.90		
06/28/2024	Develop graphics; Review case documents	2.30		
06/29/2024	Develop graphics; Review case material	1.70		
06/30/2024	Develop graphics; Review case material	0.70		
	<b>\$425.00</b>	<b>per hour x total hrs</b>	<b>20.40</b>	<b>\$8,670.00</b>

**Graphics Consulting**

**\$8,670.00**

**Graphics Production**

**William OMeara**

06/19/2024	Initial call with Mark Goodman, Jacob Stahl, Morgan Davis, Maura Monaghan.	1.00		
06/28/2024	Produce graphics; Opening PowerPoint formatting.	3.10		
06/29/2024	Produce graphics; Opening PowerPoint formatting.	2.90		
06/30/2024	Produce graphics; Opening PowerPoint formatting.	1.00		
	<b>\$325.00</b>	<b>per hour x total hrs</b>	<b>8.00</b>	<b>\$2,600.00</b>

**Graphics Production**

**\$2,600.00**

**Total Professional Services \$11,270.00**

## Request for Taxpayer Identification Number and Certification

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

**Give form to the  
requester. Do not  
send to the IRS.**

**Before you begin.** For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

<b>Print or type.</b> See <i>Specific Instructions</i> on page 3.	<p><b>1</b> Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)</p> <p>FTI CONSULTING, INC.</p>	
	<p><b>2</b> Business name/disregarded entity name, if different from above.</p>	
	<p><b>3a</b> Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor    <input checked="" type="checkbox"/> C corporation    <input type="checkbox"/> S corporation    <input type="checkbox"/> Partnership    <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____</p> <p><b>Note:</b> Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.</p> <p><input type="checkbox"/> Other (see instructions) _____</p>	<p><b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) <u>5</u></p> <p>Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) <u>D</u></p> <p style="text-align: right;"><i>(Applies to accounts maintained outside the United States.)</i></p>
	<p><b>3b</b> If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions _____ <input type="checkbox"/></p>	
	<p><b>5</b> Address (number, street, and apt. or suite no.). See instructions.</p> <p>16701 MELFORD BLVD., SUITE 200</p>	Requester's name and address (optional)
	<p><b>6</b> City, state, and ZIP code</p> <p>BOWIE, MD 20715</p>	
	<p><b>7</b> List account number(s) here (optional)</p>	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

<b>Social security number</b>									
<b>or</b>									
<b>Employer identification number</b>									
5	2	-	1	2	6	1	1	1	3

**Note:** If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person	Date <b>03/18/2024</b>
------------------	--------------------------	------------------------

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

# **EXHIBIT 3**



## *Forensic and Litigation Consulting*

August 19, 2024

James McMahon  
CCA CONSTRUCTION, INC.  
445 South St., Ste. 310  
Morristown, NJ 07960  
United States  
McMahon.James@cca.us

RE: BML Properties LTD. v. China Construction America Inc. et al.  
Job No. 500001.4736  
Invoice No. 100100077545

Enclosed is our invoice for professional services rendered in connection with the above referenced matter. This invoice covers professional fees through July 31, 2024.

Please do not hesitate to call me to discuss this invoice or any other matter.

Sincerely,

Kern Nandan  
Senior Director, Project Mgmt.

Enclosures

CC: mdavis@debevoise.com



**Invoice Remittance**

James McMahon  
CCA CONSTRUCTION, INC.  
445 South St., Ste. 310  
Morristown, NJ 07960  
United States  
McMahon.James@cca.us

Invoice No. August 19, 2024  
Job No. 100100077545  
Terms 500001.4736  
Currency Net 30 days  
USD

RE: BML Properties LTD. v. China Construction America Inc. et al.

Current Invoice Period: Charges posted through July 31, 2024

Amount Due Current Invoice **\$60,682.24**

**Previous Balance Due / Prior Invoices**

**Invoices**

Date	Invoice #	Amount	Credits	Remaining
07/16/2024	100100072638	\$11,608.10	\$0.00	\$11,608.10
				<b>\$11,608.10</b>
<b>Total Prior Amount</b>				<b>\$11,608.10</b>

*Please reference invoice number in your remittance.*

**Check Payments To:**  
FTI Consulting Inc  
P.O. Box 418005  
Boston, MA 02241-8005  
United States

**Courier Delivery Only To:**  
Bank of America ML  
Lockbox Services  
Lockbox 418005  
MA5-527-02-07  
2 Morrissey Blvd.  
Dorchester, MA 02125-8005

**ACH Payments To:**  
FTI Consulting Inc  
Bank of America, N.A.  
San Francisco, CA 94109  
Account # 002001801422  
ABA # 052001633

**Wire Payments To:**  
FTI Consulting Inc  
Bank of America, N.A.  
New York, NY 10038  
Account # 002001801422  
ABA # 026009593  
SWIFT (USD): BOFAUS3N  
SWIFT (other currencies): BOFAUS6S

FTI Consulting, Inc.  
16701 Melford Blvd., Suite 200  
Bowie, MD 20715  
Federal ID No: 52-1261113 | fticonsulting.com



**Invoice Summary**

James McMahon  
CCA CONSTRUCTION, INC.  
445 South St., Ste. 310  
Morristown, NJ 07960  
United States  
McMahon.James@cca.us

Invoice No. **100100077545**  
Job No. **500001.4736**  
Terms **Net 30 days**  
Currency **USD**

**August 19, 2024**

**RE: BML Properties LTD. v. China Construction America Inc. et al.**

**Current Invoice Period: Charges posted through July 31, 2024**

Activity	Hours	Total
Graphics Consulting	49.70	\$21,122.50
Graphics Production	68.00	\$22,305.00
Onsite Technology	24.20	\$7,865.00
Technology Consulting	20.90	\$6,792.50
<b>Total</b>	<b>162.80</b>	<b>\$58,085.00</b>

Name	Title	Rate	Hours	Total
Jeffrey Isler	Senior Managing Director	\$425.00	49.70	\$21,122.50
David Reeder	Director	\$350.00	8.20	\$2,870.00
David Brodsky-Porges	Senior Consultant	\$325.00	45.10	\$14,657.50
Erik Romstad	Senior Consultant	\$325.00	1.30	\$422.50
William OMeara	Senior Consultant	\$325.00	58.50	\$19,012.50
<b>Total Professional Services</b>			<b>162.80</b>	<b>\$58,085.00</b>

**Total Expenses** **\$854.69**

Administrative Fee \$1,742.55

**Invoice Total** **USD Amount**  
\$60,682.24

**Total Due** **\$60,682.24**



**Invoice Detail**

**Invoice No.** August 19, 2024  
**Job No.** 100100077545  
 500001.4736

**Total Professional Services**  
**Graphics Consulting**  
**Jeffrey Isler**

07/01/2024	Review draft CCA opening presentation. Call with J Stahl & M Davis, create demonstratives	6.80		
07/02/2024	Create demonstratives	4.40		
07/03/2024	Create & revise demonstratives	9.10		
07/04/2024	Create & revise Causation & Damages demonstratives	2.70		
07/05/2024	Create damages demonstratives	1.80		
07/08/2024	Create demonstratives	3.60		
07/09/2024	Create demonstratives	0.80		
07/10/2024	Meeting w/Tom Makin	0.90		
07/11/2024	Revisions to demonstratives, call with K Hollingsworth & D Brodsky re exhibit stamping.	2.50		
07/15/2024	Create demonstratives	0.20		
07/18/2024	Create demonstratives	2.10		
07/19/2024	Manage Data	0.30		
07/23/2024	Revisions to Opening v03	4.90		
07/24/2024	Develop graphics; Create CCA Opening v05 presentation	2.40		
07/25/2024	Develop graphics; Create CCA Opening v07	0.80		
07/27/2024	Develop graphics; Create CCA Opening v08	2.80		
07/28/2024	Develop graphics; opening presentation	3.60		
	<b>\$425.00</b>	<b>per hour x total hrs</b>	<b>49.70</b>	<b>\$21,122.50</b>

**Graphics Consulting** **\$21,122.50**

**Graphics Production**  
**David Reeder**

07/03/2024	Produce and revise graphics for presentation.	1.40		
07/08/2024	Produce and revise graphics for presentation.	4.80		
07/09/2024	Produce and revise graphics for presentation.	1.20		
07/10/2024	Produce and revise graphics for presentation.	0.80		
	<b>\$350.00</b>	<b>per hour x total hrs</b>	<b>8.20</b>	<b>\$2,870.00</b>

**Erik Romstad**

07/23/2024	Produce graphics; edit slides in Opening deck	1.30		
	<b>\$325.00</b>	<b>per hour x total hrs</b>	<b>1.30</b>	<b>\$422.50</b>

**William OMeara**

FTI Consulting, Inc.  
 16701 Melford Blvd., Suite 200  
 Bowie, MD 20715  
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**Invoice Detail**

**Invoice No.** August 19, 2024  
**Job No.** 100100077545  
 500001.4736

07/01/2024	Produce graphics; Opening PowerPoint formatting.	3.80	
07/02/2024	Produce graphics; Opening PowerPoint formatting.	4.10	
07/03/2024	Produce graphics; Opening PowerPoint formatting.	12.80	
07/05/2024	Produce graphics; Opening PowerPoint formatting.	4.30	
07/15/2024	Produce graphics; CCA Opening revisions; Opening PowerPoint concepts.	3.00	
07/18/2024	Produce graphics; CCA Opening revisions; Opening PowerPoint concepts.	3.90	
07/23/2024	Produce graphics; Opening PowerPoint revisions / new slides.	6.40	
07/24/2024	Produce graphics; Opening PowerPoint revisions / new slides.	3.70	
07/27/2024	Produce graphics; Opening PowerPoint revisions / new slides.	1.50	
07/28/2024	Produce graphics; Opening PowerPoint revisions / new slides.	2.90	
07/29/2024	Produce graphics; Opening PowerPoint revisions; new slides.	8.80	
07/30/2024	Produce graphics; Opening PowerPoint revisions; new slides.	2.10	
07/31/2024	Produce graphics; Opening PowerPoint revisions; new slides.	1.20	
	<b>\$325.00</b>	<b>per hour x total hrs</b>	<b>58.50</b>
			<b>\$19,012.50</b>

**Graphics Production** **\$22,305.00**

**Onsite Technology**  
**David Brodsky-Porges**

07/29/2024	Technology support; Warroom set up, Courtroom set up, editing video depositions, Outline review	5.30	
07/30/2024	Technology support; Warroom set up, Courtroom set up, editing video depositions, Outline review	5.00	
07/31/2024	Technology support; Courtroom setup, opening run-through, Sarkis outline review	13.90	
	<b>\$325.00</b>	<b>per hour x total hrs</b>	<b>24.20</b>
			<b>\$7,865.00</b>

**Onsite Technology** **\$7,865.00**

**Technology Consulting**  
**David Brodsky-Porges**

07/15/2024	Technology support; Pretrial work, stamping exhibits, organizing video files, building database.	1.50
07/16/2024	Technology support; Pretrial work, stamping exhibits, organizing video files, building database.	2.30
07/19/2024	Technology support; Pretrial work, stamping exhibits, organizing video files, building database.	3.10

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**Invoice Detail**

**Invoice No.** August 19, 2024  
**Job No.** 100100077545  
 500001.4736

07/21/2024	Technology support; Pretrial work, stamping exhibits, organizing video files, building database.	0.80	
07/23/2024	Technology support; Stamping additional exhibits, loading deposition designations, generating reports , building exhibit database	3.80	
07/28/2024	Technology support; Stamping additional exhibits, loading deposition designations, generating reports , building exhibit database	3.10	
07/28/2024	Travel to NYC	6.30	
	<b>\$325.00</b>	<b>per hour x total hrs</b>	<b>20.90</b>
			<b>\$6,792.50</b>

**Technology Consulting** **\$6,792.50**

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**Total Professional Services** **\$58,085.00**

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**Expenses**

**Air Travel**

07/26/2024	Airfare - Coach/Economy, David Brodsky-Porges, DEN - LGA, 07/28/2024 - 07/28/2024. Flight to NYC for trial	\$396.85
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**Air Travel**

**\$396.85**

**Meals & Entertainment - Travel Related**

07/28/2024	Meals - Travel Related - David Brodsky-Porges. Portion of meal while onsite in NYC	\$34.05
07/29/2024	Meals - Travel Related - David Brodsky-Porges. Meal while onsite in NYC	\$29.28
07/29/2024	Meals - Travel Related - David Brodsky-Porges. Portion of meal while onsite in NYC	\$75.00
07/30/2024	Meals - Travel Related - David Brodsky-Porges. Meal while onsite in NYC	\$13.47
07/30/2024	Meals - Travel Related - David Brodsky-Porges. Meal while onsite in NYC	\$23.12
07/30/2024	Meals - Travel Related - David Brodsky-Porges. Portion of meal while onsite in NYC	\$38.12

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**Invoice Detail**

**Invoice No.** August 19, 2024  
**Job No.** 100100077545  
 500001.4736

07/31/2024	Meals - Travel Related - David Brodsky-Porges. Meal while onsite in NYC	\$11.80
<b>Meals &amp; Entertainment - Travel Related</b>		<b>\$224.84</b>
<b>Office Supplies</b>		
07/31/2024	Office Supplies - David Brodsky-Porges. Wireless remote for openings	\$60.25
<b>Office Supplies</b>		<b>\$60.25</b>
<b>Purchased Services</b>		
07/24/2024	Fee for dedicated, secure file sharing and data storage site – Box.com	\$39.75
<b>Purchased Services</b>		<b>\$39.75</b>
<b>Taxi</b>		
07/28/2024	Taxi - David Brodsky-Porges, home - DEN airport.	\$46.36
07/28/2024	Cab to airport on the way to NYC for trial Taxi - David Brodsky-Porges, LGA airport - Beekman Hotel. Cab to hotel from airport	\$86.64
<b>Taxi</b>		<b>\$133.00</b>
<b>Total Expenses</b>		<b>\$854.69</b>

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# **EXHIBIT 4**



## *Forensic and Litigation Consulting*

September 20, 2024

James McMahon  
CCA CONSTRUCTION, INC.  
445 South St., Ste. 310  
Morristown, NJ 07960  
United States  
McMahon.James@cca.us

Re: BML Properties LTD. v. China Construction America Inc. et al.  
Job No. 500001.4736  
Invoice No. 100100082179

Enclosed is our invoice for professional services rendered in connection with the above referenced matter. This invoice covers professional fees through August 31, 2024.

Please do not hesitate to call me to discuss this invoice or any other matter.

Sincerely,

Kern Nandan  
Senior Director, Project Mgmt.

Enclosures

CC: mdavis@debevoise.com



**Invoice Remittance**

James McMahon  
CCA CONSTRUCTION, INC.  
445 South St., Ste. 310  
Morristown, NJ 07960  
United States  
McMahon.James@cca.us

September 20, 2024  
Invoice No. 100100082179  
Job No. 500001.4736  
Terms Net 30 days  
Currency USD

Re:BML Properties LTD. v. China Construction America Inc. et al.

Current Invoice Period: Charges posted through August 31, 2024

**Amount Due Current Invoice \$65,517.14**

**Previous Balance Due / Prior Invoices**

**Invoices**

<b>Date</b>	<b>Invoice #</b>	<b>Amount</b>	<b>Credits</b>	<b>Remaining</b>
07/16/2024	100100072638	\$11,608.10	\$0.00	\$11,608.10
08/19/2024	100100077545	\$60,682.24	\$0.00	\$60,682.24
				<b>\$72,290.34</b>
<b>Total Prior Amount</b>				<b>\$72,290.34</b>



**Invoice Remittance**

James McMahon  
CCA CONSTRUCTION, INC.  
445 South St., Ste. 310  
Morristown, NJ 07960  
United States  
McMahon.James@cca.us

September 20, 2024  
Invoice No. 100100082179  
Job No. 500001.4736  
Terms Net 30 days  
Currency USD

Re:BML Properties LTD. v. China Construction America Inc. et al.

Current Invoice Period: Charges posted through August 31, 2024

*Please reference invoice number in your remittance.*

**Check Payments To:**

*FTI Consulting Inc  
P.O. Box 418005  
Boston, MA 02241-8005  
United States*

**ACH Payments To:**

*FTI Consulting Inc  
Bank of America, N.A.  
San Francisco, CA 94109  
Account # 002001801422  
ABA # 052001633*

**Courier Delivery Only To:**

*Bank of America ML  
Lockbox Services  
Lockbox 418005  
MA5-527-02-07  
2 Morrissey Blvd.  
Dorchester, MA 02125-8005*

**Wire Payments To:**

*FTI Consulting Inc  
Bank of America, N.A.  
New York, NY 10038  
Account # 002001801422  
ABA # 026009593  
SWIFT (USD): BOFAUS3N  
SWIFT (other currencies): BOFAUS6S*

Please forward remittance advice to [AR.Support@fticonsulting.com](mailto:AR.Support@fticonsulting.com).



**Invoice Summary**

James McMahon  
 CCA CONSTRUCTION, INC.  
 445 South St., Ste. 310  
 Morristown, NJ 07960  
 United States  
 McMahon.James@cca.us

September 20, 2024  
**Invoice No.** 100100082179  
**Job No.** 500001.4736  
**Terms** Net 30 days  
**Currency** USD

Re: BML Properties LTD. v. China Construction America Inc. et al.

Current Invoice Period: Charges posted through August 31, 2024

Activity	Hours	Total
Graphics Consulting	18.10	\$7,692.50
Graphics Production	18.10	\$5,897.50
Onsite Technology	131.70	\$42,802.50
<b>Total</b>	<b>167.90</b>	<b>\$56,392.50</b>

Name	Title	Rate	Hours	Total
Jeffrey Isler	Senior Managing Director	\$425.00	18.10	\$7,692.50
David Reeder	Director	\$350.00	0.60	\$210.00
David Brodsky-Porges	Senior Consultant	\$325.00	131.70	\$42,802.50
Robert Brunsdon	Senior Consultant	\$325.00	1.50	\$487.50
William OMeara	Senior Consultant	\$325.00	16.00	\$5,200.00
<b>Total Professional Services</b>			<b>167.90</b>	<b>\$56,392.50</b>

<b>Total Expenses</b>	<b>\$7,432.86</b>
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Administrative Fee \$1,691.78

<b>Invoice Total</b>	<b>USD Amount</b>
	\$65,517.14

<b>Total Due</b>	<b>\$65,517.14</b>
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**Invoice Detail**

September 20, 2024  
**Invoice No.** 100100082179  
**Job No.** 500001.4736

**Total Professional Services**  
**Graphics Consulting**  
**Jeffrey Isler**

08/01/2024	Develop graphics; Create Johnson cross examination presentation	4.10	
08/02/2024	Develop graphics; Cross	1.10	
08/06/2024	Develop graphics; Create updated Opening	2.10	
08/07/2024	Develop graphics; Create CCA Opening v19	0.40	
08/08/2024	Develop graphics; Create Johnson cross examination presentation	4.10	
08/09/2024	Develop graphics; Cross	1.10	
08/14/2024	Develop graphics; Create Sowards presentation	1.70	
08/15/2024	Develop graphics; Create closing presentation	3.50	
<b>\$425.00</b>		<b>per hour x total hrs</b>	<b>18.10</b>
			<b>\$7,692.50</b>

**Graphics Consulting** **\$7,692.50**

**Graphics Production**  
**David Reeder**

08/15/2024	Produce graphics; Revise graphics for closing presentation.	0.60	
<b>\$350.00</b>		<b>per hour x total hrs</b>	<b>0.60</b>
			<b>\$210.00</b>

**Robert Brunson**

08/02/2024	Produce graphics; Revise demonstratives for the Collins witness deck per B. O'Meara	1.50	
<b>\$325.00</b>		<b>per hour x total hrs</b>	<b>1.50</b>
			<b>\$487.50</b>

**William OMeara**

08/02/2024	Produce graphics; Steve Collins Cross Examination PowerPoint formatting.	6.20	
08/14/2024	Produce graphics; Opening PowerPoint revisions; Waiting time (8/14/2024).	9.80	
<b>\$325.00</b>		<b>per hour x total hrs</b>	<b>16.00</b>
			<b>\$5,200.00</b>

**Graphics Production** **\$5,897.50**

**Onsite Technology**  
**David Brodsky-Porges**

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**Invoice Detail**

**September 20, 2024**  
**Invoice No. 100100082179**  
**Job No. 500001.4736**

08/01/2024	Technology support; In court for openings, Izmirlian direct, outline and review for Izmirlian cross	13.80	
08/02/2024	Technology support; AM cross outline review, court for Izmirlian cross, Dunlap direct	10.30	
08/03/2024	Technology support; Updating video after agreed changes, fine tuning for play in court	2.20	
08/04/2024	Technology support; Final fine tuning of video for court, set up for video call witness prep, Dunlap cross outline review	4.50	
08/05/2024	Technology support; In court for testimony, outline review, editing video designations, database management	12.30	
08/06/2024	Technology support; In court for testimony, outline review, editing video designations, database management	10.50	
08/07/2024	Technology support; In court for testimony, outline review, editing video designations, database management	10.70	
08/08/2024	Technology support; In court for testimony, outline review, editing video designations, database management	10.00	
08/09/2024	Technology support; In court for testimony, outline review, editing video designations, database management	7.70	
08/10/2024	Technology support; In court for testimony, outline review, editing video designations, database management	2.50	
08/11/2024	Technology support; In court for testimony, outline review, editing video designations, database management	4.00	
08/12/2024	Technology support; In court for testimony, outline review, final edits to video designations, closing arguments	12.30	
08/13/2024	Technology support; In court for testimony, outline review, final edits to video designations, closing arguments	8.30	
08/14/2024	Technology support; In court for testimony, outline review, final edits to video designations, closing arguments	8.10	
08/15/2024	Technology support; In court for testimony, outline review, final edits to video designations, closing arguments	7.50	
08/16/2024	Travel from NYC	7.00	
	<b>\$325.00</b>	<b>per hour x total hrs</b>	<b>131.70</b>
			<b>\$42,802.50</b>

<b>Onsite Technology</b>	<b>\$42,802.50</b>
<b>Total Professional Services</b>	<b>\$56,392.50</b>

**Expenses**

**Air Travel**

08/15/2024	Airfare - David Brodsky-Porges, LGA - DEN,	\$678.47
	08/16/2024	

**Air Travel**

**\$678.47**

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**Invoice Detail**

**September 20, 2024**  
**Invoice No. 100100082179**  
**Job No. 500001.4736**

**Collateral**

08/05/2024 Equipment Rental - Kern Nandan - MIFI Rental for trial \$490.40

**Collateral**

**\$490.40**

**Delivery & Courier**

07/31/2024 AQUIPT Holdings LLC Delivery and Pickup- New York, NY - 07/31/24 - 08/16/24 - AQUIPT #125383 \$1,687.56

**Delivery & Courier**

**\$1,687.56**

**Drycleaning**

08/06/2024 Laundry/Dry Cleaning - David Brodsky-Porges \$46.00

08/12/2024 Laundry/Dry Cleaning - David Brodsky-Porges \$60.00

**Drycleaning**

**\$106.00**

**Equipment Rental**

08/01/2024 AQUIPT Holdings LLC Courtroom equipment - New York, NY - 08/01/24 - 08/28/24 - AQUIPT #125382 \$5,655.42

08/16/2024 AQUIPT Holdings LLC Courtroom equipment return - New York, NY - 08/16/24 - 08/28/24 - AQUIPT #125383 -\$2,625.72

**Equipment Rental**

**\$3,029.70**

**Meals & Entertainment - Travel Related**

08/01/2024	Meals - Travel Related - David Brodsky-Porges	\$10.80
08/01/2024	Meals - Travel Related - David Brodsky-Porges	\$27.95
08/02/2024	Meals - Travel Related - David Brodsky-Porges	\$62.08
08/02/2024	Meals - Travel Related - David Brodsky-Porges	\$9.71
08/03/2024	Meals - Travel Related - David Brodsky-Porges	\$15.22
08/03/2024	Meals - Travel Related - David Brodsky-Porges	\$34.33
08/03/2024	Meals - Travel Related - David Brodsky-Porges	\$42.93
08/04/2024	Meals - Travel Related - David Brodsky-Porges	\$23.64
08/04/2024	Meals - Travel Related - David Brodsky-Porges	\$35.28
08/05/2024	Meals - Travel Related - David Brodsky-Porges	\$23.00
08/06/2024	Meals - Travel Related - David Brodsky-Porges	\$9.71
08/06/2024	Meals - Travel Related - David Brodsky-Porges	\$39.20
08/07/2024	Meals - Travel Related - David Brodsky-Porges	\$10.71
08/08/2024	Meals - Travel Related - David Brodsky-Porges	\$11.80
08/09/2024	Meals - Travel Related - David Brodsky-Porges	\$63.00
08/09/2024	Meals - Travel Related - David Brodsky-Porges	\$11.80
08/10/2024	Meals - Travel Related - David Brodsky-Porges	\$75.00
08/10/2024	Meals - Travel Related - David Brodsky-Porges	\$7.53
08/10/2024	Meals - Travel Related - David Brodsky-Porges	\$27.00
08/11/2024	Meals - Travel Related - David Brodsky-Porges	\$22.42
08/11/2024	Meals - Travel Related - David Brodsky-Porges	\$45.75
08/12/2024	Meals - Travel Related - David Brodsky-Porges	\$11.80
08/13/2024	Meals - Travel Related - David Brodsky-Porges	\$11.80
08/13/2024	Meals - Travel Related - David Brodsky-Porges	\$33.31

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**Invoice Detail**

**September 20, 2024**  
**Invoice No. 100100082179**  
**Job No. 500001.4736**

08/14/2024	Meals - Travel Related - David Brodsky-Porges	\$58.73
08/14/2024	Meals - Travel Related - David Brodsky-Porges	\$7.44
08/15/2024	Meals - Travel Related - David Brodsky-Porges	\$75.00
08/15/2024	Meals - Travel Related - David Brodsky-Porges	\$10.71
08/16/2024	Meals - Travel Related - David Brodsky-Porges	\$7.36
<b>Meals &amp; Entertainment - Travel Related</b>		<b>\$825.01</b>
<b>Office Supplies</b>		
08/15/2024	Aquipt Holdings LLC Supplies - New York, NY - 08/15/24 - Aquipt #125383	\$489.94
<b>Office Supplies</b>		<b>\$489.94</b>
<b>Taxi</b>		
08/16/2024	Taxi - David Brodsky-Porges	\$59.86
08/16/2024	Taxi - David Brodsky-Porges	\$45.92
<b>Taxi</b>		<b>\$105.78</b>
<b>Tips</b>		
08/16/2024	Tips - David Brodsky-Porges; housekeeping 2.5 weeks	\$20.00
<b>Tips</b>		<b>\$20.00</b>
<b>Total Expenses</b>		<b>\$7,432.86</b>

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