

**UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF NEW YORK**

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In re	:
	:
BROADBAND TELECOM, INC., <i>et al.</i> , ¹	:
	:
	:
Debtors.	:
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Chapter 11
Case No. 25-73095 (LAS)
(Jointly Administered)

**ORDER AUTHORIZING
THE DEBTORS' EMPLOYMENT AND RETENTION OF
KOBRE & KIM LLP AS SPECIAL LITIGATION COUNSEL FOR THE
DEBTORS AND DEBTORS-IN-POSSESSION EFFECTIVE AS OF JULY 15, 2026**

Upon the application [Dkt. No. 359] (the "Application")² of the of the above-captioned debtors and debtors-in-possession (collectively, the "Debtors") in the above-referenced chapter 11 cases (the "Chapter 11 Cases"), for entry of an order, pursuant to sections 327(a) and 328(a) of Title 11 of the United States Code (the "Bankruptcy Code"), Rule 2014 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), and Rules 2014-1 and 2016-1 of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the Eastern District of New York (the "Local Rules") authorizing the Debtors to employ and retain Kobre & Kim LLP ("Kobre & Kim") as special litigation counsel, effective as of July 15, 2026; and upon the declaration of Daniel J. Saval, dated September 4, 2026 (the "Saval Declaration"), which is attached to the Application as Exhibit B; and it appearing that Kobre & Kim represents no interest adverse to the Debtors' estates, that Kobre & Kim is a disinterested person as that term is defined in 11 U.S.C. § 101(14), and that its employment is necessary and in the best interests of the estates;

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: (1) BB Servicer, LLC (3400); (2) Carriox Telecap LLC (4403); (3) Carriox Towercap LLC (1520); (4) Bridgevoice, Inc. (9499); (5) Broadband Telecom, Inc. (0930); (6) BB Capital SPV, LLC (9947); and (7) Carriox Capital III LLC (0514). The location of the Debtor Broadband Telecom, Inc.'s principal place of business is c/o Getzler Henrich & Associates, 295 Madison Ave, 20th Floor, NY, NY 10017, and the Debtors' service addresses in these chapter 11 cases are the same.

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

and sufficient notice of the Application having been given, and it appearing that no other or further notice is required; and the Court having reviewed and considered the Application along with the statements of counsel at the hearing held on the Application on September 24, 2026, the record of which is incorporated herein by reference; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The Application is granted to the extent set forth herein.
2. Pursuant to sections 327(a) and 328(a) of the Bankruptcy Code and Bankruptcy Rule 2014(a), the Debtors are hereby authorized to employ and retain Kobre & Kim as their special litigation counsel herein, effective as of July 15, 2026, to provide the Services as set forth in the Engagement Letters.
3. All of Kobre & Kim's compensation terms set forth in the Engagement Letters, including, without limitation, the Contingency Fee, are approved pursuant to section 328(a) of the Bankruptcy Code, and Kobre & Kim shall be compensated and reimbursed pursuant to sections 328, 330 and 331 of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules and any other applicable orders of this Court. Notwithstanding anything to the contrary in this Order, the U.S. Trustee shall retain the right and be entitled to object to Kobre & Kim's fees and expenses in these Chapter 11 Cases based on the reasonableness standard provided for in section 330 of the Bankruptcy Code, and this Order shall not prejudice or otherwise affect the rights of the U.S. Trustee to challenge the reasonableness of Kobre & Kim's compensation and reimbursement requests in these Chapter 11 Cases under sections 330 and 331 of the Bankruptcy Code. Accordingly, nothing in this Order or the record shall constitute a finding of fact or conclusion of

law binding the U.S. Trustee on appeal or otherwise, with respect to the reasonableness of Kobre & Kim's compensation and reimbursement requests in these Chapter 11 Cases.

4. Kobre & Kim may seek interim compensation and/or reimbursement of expenses pursuant to the terms and conditions of *Order Establishing Procedures for Interim Compensation and Reimbursement of Expenses of Professionals* (the "Interim Compensation Order"), dated November 14, 2025 [Dkt. No. 95] and all terms and conditions of the Interim Compensation Order shall apply to the retention of Kobre & Kim hereunder.

5. Prior to any increases in Kobre & Kim's rates for any individual retained by Kobre & Kim and providing services in these Chapter 11 Cases, Kobre & Kim shall file a supplemental affidavit with the Bankruptcy Court and provide ten business days' notice to the Debtors and the United States Trustee. The supplemental affidavit shall explain the basis for the requested rate increases in accordance with section 330(a)(3)(F) of the Bankruptcy Code and state whether the professional's client has consented to the rate increase. The United States Trustee retains all rights to object to any rate increase on all grounds including, but not limited to, the reasonableness standard provided for in section 330 of the Bankruptcy Code.

6. No agreement or understanding exists between Kobre & Kim and any other person, other than as permitted by section 504 of the Bankruptcy Code, to share compensation received for services rendered in connection with these cases, nor shall Kobre & Kim share or agree to share compensation received for services rendered in connection with these cases with any other person other than as permitted by section 504 of the Bankruptcy Code.

7. If any new relevant facts or relationships are discovered or arise, Kobre & Kim will promptly file a supplemental declaration disclosing such facts or connections, as required by Bankruptcy Rule 2014(a).

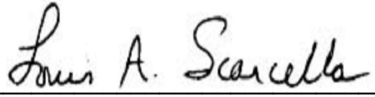
8. Notwithstanding anything to the contrary in the Engagement Letters between Kobre & Kim and the Debtors, Kobre & Kim shall not withdraw as Debtors' special litigation counsel prior to the effective date of any chapter 11 plan confirmed in these Chapter 11 Cases without prior approval of the Court in accordance with Local Rule 2090-1(d). Further, Kobre & Kim agrees that the provisions in the Engagement Letters (including the annexed Appendixes thereto) pertaining to Adverse Representations shall not apply during the term of the within engagement.

9. If there is any inconsistency between the terms of this Order, the Application, and the Saval Declaration, the terms of this Order shall govern.

10. This Court retains jurisdiction with respect to all matters arising from or related to the implementation, interpretation, or enforcement of this Order.

Dated: September 28, 2026
Central Islip, New York




Louis A. Scarcella
United States Bankruptcy Judge