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

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

**DEBTORS' AMENDED EX PARTE APPLICATION FOR AN ORDER,
PURSUANT TO FED. R. BANKR. P. 2004, AUTHORIZING THE
DEBTORS' TO EXAMINE (I) BANKAI INFOTECH LIMITED, (II)
CORESITE DATA CENTER LLC, (III) PANAMAX INC., (IV) FIDELITY
CAPITAL PARTNERS, LLC, (V) FIDELITY FUNDING SERVICES, LLC,
and (VI) PRAKASH SINGH CHAUDHARY**

**TO THE HONORABLE ALAN S. TRUST,
CHIEF UNITED STATES BANKRUPTCY JUDGE:**

Broadband Telecom, Inc., and its affiliated debtors in the above-captioned Chapter 11

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. ("BVI") (9499); (5) Broadband Telecom, Inc. ("BTI") (0930); (6) BB Capital SPV, LLC (9947); and (7) Carriox Capital II LLC (0514). The location of the Debtor BTI's principal place of business is 100 Quentin Roosevelt Blvd, Suite 503, Garden City, New York 11530, and the Debtors' service addresses in these Chapter 11 cases is the same.

cases, as debtors and debtors-in-possession (collectively, the “Debtors”)², by and through their undersigned counsel, as and for their AMENDED application (the “Application”) for entry of an order, pursuant to Fed. R. Bankr. P. 2004, authorizing them to examine (i) Bankai Infotech Limited (“Bankai Infotech”), (ii) Coresite Data Center LLC (“CDC”)³, (iii) Panamax Inc. (“Panamax”), (iv) Fidelity Capital Partners, LLC (“Fidelity Capital”), (v) Fidelity Funding Services, LLC (“Fidelity Funding”) and (vi) Prakash Singh Chaudhary (“Mr. Chaudhary”), each of whom is believed to have knowledge or information related to the Debtors’ assets, historic operations and financial affairs in their possession, custody or control (each an “Examinee,” collectively, the “Examinees”), respectfully represents and sets forth as follows. In support of the Application, Debtors refer the Court to the Declaration of John D. Baumgartner, the Chief Restructuring Officer of the Debtors [See ECF No. 120-3].

PRELIMINARY STATEMENT

Bankai Infotech and the Debtors are parties to a certain Outsourcing Agreement (as defined below) whereby Bankai Infotech agreed to provide to the Debtors, and the Debtors agreed to outsource to Bankai Infotech, substantially all administrative business functions required by the Debtors to operate their respective businesses, including without limitation, maintenance of the Debtors’ books and records, customer and billing records and data, internal and external communications including emails, and historical data. Further, Bankai Infotech holds direct access to and control of the Debtors’ servers (the “Servers”), including backups thereof, held at Co-

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

³The Co-Location Agreement (as defined herein below) is not presently in the possession of the Debtors. The Debtors are seeking to serve a Rule 2004 Subpoena upon the counterparty to the Co-Location Agreement and/or the owner/operator of the Co-Location Site where the Debtors’ Servers are held, stored, and maintained. As such, the Debtors seek the right to serve CDC (or any a/k/a or d/b/a thereof) or its affiliated parties with respect to the Co-Location Agreement and Co-Location Site, including without limitation “Coresite Data Center Services, Inc.”, “Coresite LLC” and “Coresite 32 Avenue of the Americas LLC” (each of which shall be included in the defined term “Examinee” or “Examinees” as appropriate), without necessitating further order of the Court.

Location Sites in the United States, specifically in New York and New Jersey (the “Co-Location Sites”).

Since the Court appointed the Debtors’ Independent Director/Independent Manager and Chief Restructuring Officer (or “CRO”), the Debtors have been engaged in an ongoing effort to analyze their assets and liabilities, and to evaluate restructuring options, including without limitation, the potential for a successful restructuring or efficient winding up of the Debtors’ businesses. Inherent in such an analysis is the need to review books and records to verify the Debtors’ historic operations as reported by Bankai Infotech and to assess the future projections for the Debtors’ businesses that have been provided to the CRO by Bankai Infotech. As part of that effort, the Debtors have continuously requested that Bankai Infotech provide the Debtors with direct access to the Debtors’ books and records, including billing system data and related business communications located on the Servers or maintained in an Office 365 system. Notably, the Debtors have repeatedly requested direct access to the Servers, and copies of all data stored on such Servers, all of which are located in the United States.

The Outsourcing Agreement expressly provides that Bankai Infotech will “give access to [BTI] for all data, infrastructure, servers, documents and premises for periodic Audit and inspections at the cost of [BTI].” However, Bankai Infotech has responded only selectively to the Debtors’ information requests, and has refused to provide the Debtors with direct access to their books and records despite multiple demands. The Debtors should not be required to rely upon second-hand knowledge or reports provided or prepared by Bankai Infotech and should instead have direct access to their books and records to verify information contained therein. Because of Bankai Infotech’s refusals to provide this information—which it is contractually obligated to do—issuance of a Rule 2004 subpoena to Bankai Infotech is necessary to compel its cooperation in

providing the Debtors with direct access to their books and records wherever they have been maintained by Bankai Infotech, including but not limited to on the Servers and the Office 365 system.

The CRO believes that the Debtors' books and records, including historical data, and possibly internal and external communications, may be stored on the Servers, which are housed in the Co-Location Sites in New York and/or New Jersey. The facilities are owned or operated by CDC⁴, and the Debtors' Servers are to the subject of a Co-Location Agreement between Panamax, a Delaware entity affiliated with the Debtors, and CDC. Panamax is not under the control of the Independent Director or the CRO, and is believed to be an affiliate of Bankai Infotech and/or Bankim Brahmhatt. The Servers are subject to certain Finance Lease as between Debtor BTI as lessee, and Fidelity Funding/Fidelity Capital. Despite due demand, the Debtors have been unable to directly access the Debtors' Servers or to obtain access to the Debtors' books and records and necessary data and information believed to be stored thereon. The Debtors believe the issuance of a subpoenas under Bankruptcy Rule 2004 may be the only means by which they can obtain access to their own servers, and thus direct access to their own books and records and other necessary data and information.

Based on his interaction with Bankai Infotech, the CRO believes that other records of the Debtors, including internal and external communications, are maintained in a Microsoft Office 365 system.

The CRO also believes that Mr. Chaudhary, who was formerly Manager – Network Operations Center (“NOC”) of BVI, is likely to possess documents or information related to the IT infrastructure used in the operation of the Debtors' businesses, including the Microsoft Office 365

⁴Reference is made to footnote 3.

System. The Debtors believe issuance of a Rule 2004 subpoena to Mr. Chaudhary, who, upon information and belief resides in the U.S., will allow the Debtors to obtain essential information relating to their historic operations and infrastructure, all necessary (and typical) for the analysis of the Debtors' business operations and financial history.

The Debtors believe that each of the Examinees potentially has discoverable documents or information with respect to the Debtors' assets and liabilities, the ongoing business operations, and their historic operations. Further, the Examinees hold and maintain the Debtors' Servers, direct access to which is essential to the Debtors. Accordingly, the Debtors respectfully request that the Court enter an order, in substantially the same form as that annexed hereto as Exhibit A (the "Proposed Order"), authorizing, but not requiring, the Debtors to serve a Rule 2004 subpoena (each a "Subpoena," collectively, the "Subpoenas") upon each of the Examinees, compelling the production of documents and information from such parties (in form and substance similar to *The Request for Production of Documents and Things* attached as Exhibit B hereto), and compelling such Examinee to attend an oral examination pursuant to Bankruptcy Rule 2004.

JURISDICTION AND VENUE

1. This Court has jurisdiction over this Motion pursuant to 28 U.S.C. §§ 157 and 1334, Administrative Order No. 264 titled "In the Matter of The Referral of Matters to the Bankruptcy Judges" of the United States District Court for the Eastern District of New York (Weinstein, C.J.), dated August 28, 1986, and Administrative Order No. 601 of the United States District Court for the Eastern District of New York (Amon, C.J.), dated December 5, 2012.

2. Venue of this proceeding and this application is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

3. The statutory predicate for the relief requested herein is Rules 2004 and 9016 of the

Federal Rules of Bankruptcy Procedures (the “Bankruptcy Rules”), and Rule 45 of the Federal Rules of Civil Procedure (the “Federal Rules”).

INTRODUCTION

I. General Case Background

4. On August 12, 2025, each of BTI, BVI, BB Servicer, LLC, Carriox Telecap LLC, and Carriox Towercap LLC, (the “Initial Debtors”) filed a voluntary petition for relief under Chapter 11 of Title 11 of the United States Code (the “Bankruptcy Code”) (collectively, the “Initial Bankruptcy Cases”).

5. The Initial Debtors continue to operate their businesses and manage their property as debtors and debtors-in-possession pursuant to Sections 1107(a) and 1108 of the Bankruptcy Code. No trustee or examiner has been appointed in the Initial Bankruptcy Cases. As of the date hereof, no official committee of unsecured creditors has been appointed or designated in the Initial Bankruptcy Cases.

6. By Order dated September 17, 2025 [Docket No. 40], the Court granted the Initial Debtors’ request for the procedural consolidation and joint administration of the Initial Bankruptcy Cases pursuant to Rule 1015(b) of the Bankruptcy Rules.

7. Relatedly, on August 22, 2025, the Initial Debtors filed that certain *Debtors’ Motion to Approve (I) Retention and Employment of Robert Warshauer as Independent Director of the Debtors Nunc Pro Tunc to August 21, 2025; (II) Retention and Employment of John D. Baumgartner as Chief Restructuring Officer of the Debtors, Nunc Pro Tunc to the Petition Dates; and (III) Approving and So Ordering Proposed Stipulation Setting Forth the Terms of an Agreement Between the Debtors, SPVs, Bankim Brahmhatt, Agent, and Lenders* (the “Motion to Approve”) [Docket No. 17], which motion was subsequently granted by the Court on September 17, 2025 (the “Stipulation, ID, And CRO Order”) [Docket No. 41]. The Stipulation, ID, And CRO

Order authorized, *inter alia*, the retention and employment of (i) Robert Warshauer as Independent Manager or Independent Director (as defined in the Motion to Approve), as applicable, of the Initial Debtors, and (ii) John Baumgartner as CRO of the Initial Debtors.

8. BTI and BVI each own 50% of the equity interests in BB Capital. *See* First Day Declaration, ¶8. Carriox Capital, Carriox Telecap LLC and Carriox Towercap LLC are wholly owned subsidiaries of Carriox Holding LLC. *Id.* at 12.

9. On October 20, 2025, each of BB Capital SPV, LLC and Carriox Capital II LLC (the “Subsequent Debtors”) filed a voluntary petition for relief under Chapter 11 of the Bankruptcy Code (collectively, the “Subsequent Bankruptcy Cases” and together with the Initial Bankruptcy Cases, the “Bankruptcy Cases”).

10. The Subsequent Debtors continue to operate their businesses and manage their property as debtors and debtors in possession pursuant to Sections 1107(a) and 1108 of the Bankruptcy Code. No trustee or examiner has been appointed in the Subsequent Bankruptcy Cases. As of date hereof, no official committee of unsecured creditors has been appointed or designated in the Subsequent Bankruptcy Cases.

11. On November 6, 2025, the Court entered that certain Order Pursuant to 11 U.S.C. §105(a) and Rule 1015(b) of the Federal Rules of Bankruptcy Procedure Directing (i) That Certain Orders in the Chapter 11 Cases of Broadband Telecom, Inc., et al., Be Made Applicable to Subsequent Debtors, and (ii) Joint Administration of Subsequent Bankruptcy Cases [ECF Doc. No. 91].

12. An accounting of the events precipitating the Bankruptcy Cases is included in the *Declaration of John D. Baumgartner, Chief Restructuring Officer, in Accordance with Rule 1007 of the Federal Rules of Bankruptcy Procedure and Local Rule 1007-4* (the “First Day Declaration”)

[Docket No. 36], which is incorporated herein by reference. As disclosed in the First Day Declaration, one of the most pressing events leading to the commencement of the Bankruptcy Cases was the commencement by the Debtors' secured lenders of a civil action against each of the Debtors and their principals, including Bankim Brahmhatt, in the Delaware Court of Chancery (the "Chancery Court Action"), the issuance of a temporary restraining order, and the secured lenders' request for the appointment of a receiver, all based upon allegations that called into question the legitimacy of the Debtors' reporting regarding their business operations.

II. Relevant Background

a. *Bankai Infotech*

13. In October 2022, Bankai Infotech's predecessor in interest, Panamax Infotech Limited, including its subsidiaries, holding companies, group companies, sister concern, affiliates, successors and permitted assigns, and BTI, including its present and future parent companies, holding companies, subsidiaries, group companies, sister concerns, affiliates, associated entities, joint ventures, successors, and permitted assigns, entered into that certain *Business Outsourcing Services Agreement* (the "Outsourcing Agreement") dated as of October 1, 2022, whereby the Debtors, through BTI, agreed to outsource to Bankai Infotech, and Bankai Infotech agreed to provide, substantially all administrative business functions related to the operations of the Debtors' businesses. Pursuant to the Outsourcing Agreement, Bankai Infotech agreed to provide services to the Debtors under the following categories:

- Sales
- Network Operation
- Rates and Routing
- Revenue Assurance and Internal Audit
- Finance and Accounts
- Legal
- Marketing

- Human Resources
- Inside Sales
- Business Quality Assurance
- Delivery and Support
- Pre Sales
- Operations
- Product Management
- Research and Development

14. Notably, Section 1 of the Outsourcing Agreement provides that “[BTI] may, by written request, authorize any of its Affiliates to receive Services under this Agreement without the need for a separate agreement. Such Affiliates shall be deemed to be bound by the terms and conditions of this Agreement as if they were an original party hereto.”

15. Bankai Infotech provides services to the Debtors in accordance with Section 1 of the Outsourcing Agreement from its offices in Ahmedabad, Gujarat, India. It appears that the Debtors have never employed sufficient staff to operate the Debtors’ businesses in-house and substantially all functions needed to support business operations were outsourced by the Debtors to Banki Infotech.

16. Section 4.5 of the Outsourcing Agreement provides that Bankai Infotech “will provide periodic reports as per the prescribed format provided by BTI.”

17. Section 4.7 of the Outsourcing Agreement provides, in pertinent part, that “[Bankai Infotech] will give access to [BTI] for all data, infrastructure, servers, documents and premises for periodic Audit and inspections at the cost of [BTI].”

18. The CRO understands that Bankai Infotech holds direct access to and control over the Debtors’ Servers, which, as set forth below, are held and maintained at the Co-Location Sites, as well as the emergency back-up copies of the Debtors’ Servers.

19. Upon information and belief, the Debtors’ principal Bankim Brahmhatt was at one

time a director of Bankai Infotech and upon information and belief, certain of Mr. Brahmbhatt's family members may currently be associated with Bankai Infotech.⁵

20. On October 27, 2025, the CRO sent a letter to Bankai Infotech wherein he requested that Bankai Infotech provide, among other things, “[l]ogin/access credentials for myself, as CRO, and any member of my team upon written confirmation of same, for full and complete access for all data, infrastructure, servers, email accounts and archives, documents and premises.” Despite such request, to date Bankai Infotech has not provided the requested log-in credentials and has not provided access to all data, infrastructure, servers, documents, and premises.

21. From November 12-23, 2025, the CRO travelled to India for a site visit and to meet with representatives of Bankai Infotech in its offices, including to inspect the operations as they pertain to the Debtors and to conduct an audit in accordance with Section 4.7 of the Outsourcing Agreement. Despite the CRO's requests including during the site visit, and despite its contractual obligation to do so, Bankai Infotech has not provided the Debtors with direct access to “all data, infrastructure, servers, documents and premises.”

22. Although the Debtor has been provided access to a copy of the Debtors' purported QuickBooks account platform, which was prepared and maintained by Bankai Infotech, the Debtors have not been provided with direct access to the Servers, the Microsoft Office 365 system, or any other data or source documents. All information provided to date has been prepared by Bankai Infotech and no access to first-hand source data has been provided other than with respect to access granted to QuickBooks.

*b. Coresite Data Center LLC*⁶

⁵ The Outsourcing Agreement states, as Section 22(c), that Panamax Infotech (as predecessor to Bankai Infotech) held “more than a majority of the shareholding” in BTI.

⁶Reference is made to footnote 3.

23. The CRO has learned that certain of the Debtors books and records and other data and information may be maintained, protected or otherwise stored on the Servers, which are located at 32 Avenue of the Americas, New York, New York USA (the “Co-Location Site”). Upon information and belief, the Debtors hold all rights, title and interest to the Servers pursuant to the Finance Leases (as set forth below). The Servers are held at the Co-Location Site pursuant to a co-location agreement (“Co-Location Agreement”) between Panamax and CDC. The CRO understands that emergency back-up copies of the Servers are held and maintained at the Co-Location Site or other locations controlled by CDC.

24. To date, and despite due demand, the Debtors have been unable to obtain direct access to or copies of the data stored on the Servers or any back up. The Debtors’ access to this data and information is integral to the continued operation of the Debtors’ businesses and any analysis of the operations and financial history of the Debtors.

c. Panamax Inc.

25. The Debtors’ Servers at the Co-Location Site are held, upon information and belief, pursuant to the Co-Location Agreement.

26. During his site visit to Bankai Infotech’s offices in India, the CRO was advised by Bankai Infotech’s IT personnel in charge of the Debtors’ account, that the Debtors’ books and records, and other data and information are maintained, protected and stored on the Debtors’ Servers, notwithstanding that the Co-Location Lease was entered into with its affiliated Panamax

27. All rights, title and interest to the Debtors’ Servers, and the Debtor’s books and records and other data and information thereon, remain with and are the property of the Debtors.

28. As noted above, Panamax is a Delaware corporation, affiliated with the Debtors but not under the control of the CRO or Independent Director. As set forth in the Debtors’ prior motion

to compel access to their office space in Garden City, NY, [ECF No. 29] Panamax is also a co-lessee under the Debtors' office lease agreement at such location. As such, Panamax is a necessary party to this Application.

d. Server Finance Lease and Equipment Finance Lease.

29. BTI is party to that certain finance lease agreement with Fidelity Funding, related to five (5) Dell PowerEdge R740X Servers ("Servers Finance Lease") which are located at the CDC Co-Location Site.

30. BTI is also party to that certain Equipment Finance Lease with Fidelity Capital, dated May 2, 2022, Lease No. 112850 ("Equipment Finance Lease", and with the Servers Finance Lease as the "Finance Leases"), related to the server-related equipment identified on Addendum A thereto, which is located at the Co-Location Site.

d. Prakash Singh Chaudhary.

31. The CRO has learned that Mr. Chaudhary formerly served as BVI's Manager – NOC and upon information and belief is or was based in New York and the United States. According to Mr. Chaudhary's employment agreement with BVI, his primary objectives as Manager- NOC were:

- NOC Operations Management - Oversee the 24/7 technical and operational performance of the NOC for global Voice and SMS services. Ensure the implementation of best practices for Incident Management, Service Assurance, Change Management, and reporting processes to maintain service continuity and meet SLA commitments.
- Team Leadership & Development - Lead, mentor, and supervise the NOC technical team to achieve high operational standards. Ensure full shift coverage, promote skill enhancement through structured training, and cultivate a culture of proactive monitoring and problem-solving.
- Data Center Operations - Manage and coordinate day-to-day physical operations of data centers in Manhattan, New York, ensuring system stability, availability, and capacity readiness. Help Business IT Team to plan any technical upgradation, server/network physical troubleshooting Work with data center vendors for

procurement, installation, and commissioning of new technology, bandwidth provisioning, and space allocation.

- Service Reliability & Quality Assurance - Monitor and maintain high availability, quality, and performance for all Voice and SMS services. Oversee traffic planning, routing optimization, real-time monitoring, and regular system health checks to proactively identify and address service issues.
- Customer & Vendor Relationship Management - Act as the operational interface for global telecom operators, carriers, and enterprise customers. Manage escalations, ensure timely communication, and maintain strong customer satisfaction through proactive service assurance.
- Project Management & C-Level Coordination

32. The Debtors believe that Mr. Chaudhary, based upon his former position, is likely to have in his possession, custody or control, information and documents relating to the Debtors' IT infrastructure, which will assist the Debtors in obtaining access to such data and information, including information on the Microsoft Office 365 system, and in analyzing assets, liabilities, and operations, including without limitation, information regarding the structure of the Debtors' businesses, customers and vendors.

33. The Debtors wish to examine Mr. Chaudhary with regard to, among other things, the following illustrative topics:

- a. Number of and identification of team members in IT and security.
- b. Identification of any third parties (e.g., IT vendors) that had access to company data.
- c. Identification of all business applications used for operations.
- d. Identification of which applications were hosted on the cloud and identification of any cloud-based service providers.
- e. Identification of the billing and mediation software used by the Debtors.
- f. Access to the Office 365 system, and the internal and external communications of the Debtors, including related to customer relations and billing and payments to vendors and other third parties.
- g. Protocol for periodic data back-up for all applications.

- h. Identification of any third-party vendor engaged to manage the IT infrastructure.
- i. Identification of email and other applications used by Debtors for communication.
- j. Identification of any storage services such as GDrive / DropBox / iCloud etc., for operations and data.
- k. Whether Debtors had an active directory at the time of termination of employment.
- l. Identification of security solutions in place to protect the organization and data.
- m. Identification of antivirus or EDR solution in place.
- n. Identification of any DLP solution used by the Debtors.
- o. Identification of any ISO certifications such as ISO 27001 used by the Debtors.
- p. Identification of any SOC1 or SOC 2 certification used by the Debtors.

RELIEF REQUESTED

34. By the Application, the Debtors request authority to seek discovery from the Examinees pursuant to Bankruptcy Rule 2004.

35. Bankruptcy Rule 2004(a) provides that “[o]n the motion of any party in interest, the court may order the examination of any entity.” It is well established that the investigation envisioned by this rule is broad-based, relating to any and all matters affecting the administration of the debtor’s estate, as well as the conduct, liabilities, or property of the debtor.

36. The scope of an investigation under Bankruptcy Rule 2004 is broad. *See In re Corso*, 328 B.R. 375, 383 (E.D.N.Y. 2005) (noting that “the scope of this examination is broader than discovery permitted under the Federal Rules of Civil Procedure” (citations omitted)); *see also In re CENA’s Fine Furniture, Inc.*, 109 B.R. 575, 577 n.2 (E.D.N.Y. 1990) (“The scope of a Rule 2004 examination is unfettered and broad Examinations under Rule 2004 are allowed for the purpose of discovering assets and unearthing frauds.” (citation omitted)). “As a general proposition, [Bankruptcy] Rule 2004 examinations are appropriate for revealing the nature and

extent of the bankruptcy estate and for ‘discovering assets, examining transactions, and determining whether wrongdoing has occurred.’” *In re Enron Corp.*, 281 B.R. 836, 840 (Bankr. S.D.N.Y. 2002) (citations omitted). As such, courts have acknowledged that “[Bankruptcy] Rule 2004 examinations are broad and unfettered and in the nature of fishing expeditions.” *Id. see also, In re Coffee Cupboard, Inc.*, 128 B.R. 509, 514 (Bankr. E.D.N.Y. 1991); *In re Silverman*, 36 B.R. 254, 258 (Bankr. S.D.N.Y. 1984).

37. Given the allegations in the Chancery Court Action, and the apparent close relationship between Mr. Brahmhatt and Bankai Infotech, the Debtors must have direct access to their business data, including books and records and related information and documents in the possession, custody, or control of the Examinees so that the CRO can review, analyze, confirm and otherwise verify assets and liabilities as well as both historic performance and future projections as he evaluates potential restructuring options. Without direct access to the Debtors’ books and records, the CRO would be forced to rely upon Bankai Infotech’s summary of the Debtors’ historic operations without the ability to gain first-hand knowledge through reviewing source data.

38. Reviewing books and records is a basic function that is required in every chapter 11 case as a debtor considers exit strategies such as the potential for a sale or the potential to file a plan of reorganization and investigates a debtor’s financial history. These Debtors should not be forced to accept second-hand world view, especially in light of the allegations in the DE Chancery Court Action, and should instead be entitled to direct access to their books and records so that they can draw their own conclusions regarding assets, liabilities, and potential recoveries.

39. In furtherance of this goal, the CRO must also have direct access to the Debtors’ Servers, which were leased pursuant to the Finance Leases, and all information and data stored

thereon, which are held at the Co-Location Site (or any other location if necessary), in New York and the United States.

40. The Debtors require the ability to examine any of the Examinees under oath or to require each to produce documents and information.

41. As noted above, the ability to conduct the Rule 2004 examinations of the Examinees is necessary to evaluate (i) potential restructuring options, (ii) evaluate the Debtors' assets and liabilities, as reported to the CRO by Bankai Infotech, and (iii) analyze potential estate of action. Direct firsthand access is necessary to enable the Debtors to prepare a credible plan of reorganization that would meet the requirements of this Court and third-party investors.

42. For all the foregoing reasons, the Debtors respectfully submit that they have demonstrated ample cause to conduct the examinations contemplated herein.

PROPOSED GENERAL PROCEDURE

43. The Debtors propose that the production of documents or electronic files be made at either (i) the offices of Debtors' counsel, Klestadt Winters Jureller Southard & Stevens, LLP, 200 West 41st Street, 17th Floor, New York, New York, 10036-7203; or (ii) through an electronic means such as Dropbox, Relativity, or other format as may be agreed upon by the Examinee and the Debtors. The production would include copies of any and all of the Debtors' back-up servers held or maintained by CDC.

44. Importantly, the Debtors seek direct access to the Debtors' Servers, including as held at the Co-Location Site.

45. The Debtors propose to serve all subpoenas at least fourteen (14) days prior to the due date for the production or inspection of any documents or electronic files.

46. In accordance with the Court's procedures regarding seeking orders authorizing

examinations under Rule 2004, this application is being filed and submitted without notice to any party. The Debtors have prepared a proposed order, annexed hereto as Exhibit “A”, which conforms with the form of order provided by the Court.

47. Based upon the foregoing, the Debtors submit that the Application can and should be granted and that no notice should be required.

NO PRIOR RELIEF

48. Except as specifically stated, no previous application for the relief sought herein has been made to this or any other court.

WHEREFORE, the Debtors respectfully request that this Court enter an order, substantially in the form annexed hereto as Exhibit “A”, and for such other and further relief as the Court determines to be just and proper.

Dated: New York, New York
December 22, 2025

**KLESTADT WINTERS JURELLER
SOUTHARD & STEVENS, LLP**

By: /s/ John E. Jureller, Jr.

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

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In re	:
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Debtors.	:
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Chapter 11
Case No. 25-73095 (AST)
(Jointly Administered)

**ORDER AUTHORIZING THE DEBTORS TO ISSUE SUBPOENAS FOR
THE PRODUCTION OF DOCUMENTS AND AUTHORIZING THE
DEBTORS TO EXAMINE (I) BANKAI INFOTECH LIMITED, (II)
CORESITE DATA CENTER LLC, (III) PANAMAX INC., (IV)
FIDELITY CAPITAL PARTNERS, LLC, (V) FIDELITY FUNDING
SERVICES, LLC, and (VI) PRAKASH SINGH CHAUDHARY**

Upon the *ex parte* motion, dated December 10, 2025 (as amended on December 22, 2025) (the “Motion”), of the above captioned debtors and debtors in possession (the “Movants”), pursuant to Bankruptcy Rule 2004, for an order authorizing the Movants to issue subpoenas for the production of documents and to examine the Examinees as more fully set forth in the Motion; and this Court having jurisdiction to consider the Motion and the relief requested therein in accordance with 28 U.S.C. § 1334; and consideration of the Motion 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 this Court having determined that the relief requested in the Motion is in the best interests of the Movants’ estates, creditors and other parties-in-interest;

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and the Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and upon all of the proceedings had before the Court and after due deliberation and sufficient cause appearing therefor; it is

ORDERED, that the Motion is granted on the terms set forth herein; and it is further

ORDERED, that the Movants are authorized under Bankruptcy Rules 2004 and 9016, to issue such subpoenas as may be necessary to compel the production of documents and the testimony of the Examinees in connection with the administration of these Chapter 11 cases; and it is further

ORDERED, that unless otherwise agreed to by the Movants, the Examinees shall have fourteen (14) days from the service of a subpoena to either (1) produce to the Movants all responsive documents requested in the Movants' subpoena, other than those documents withheld under a claim of privilege or (2) file with this Court an objection or response to the subpoena with a hearing promptly scheduled; and it is further

ORDERED, that unless otherwise agreed to by the Movants, if the Examinees withholds any documents from the production based upon a claim of privilege, the Examinees is directed to provide counsel for the Movants with a privilege log, containing the information required under Bankruptcy Rule 7026 and E.D.N.Y. L.B.R. 7026-1, within fourteen (14) days of the service of a subpoena on the Examinees; and it is further

ORDERED, that the Examinees are directed to submit to oral examination upon reasonable notice and, absent other agreement with the Movants, in no event more than fifteen (15) days from the date of the service of a deposition subpoena upon the Examinees; and it is further

ORDERED, that nothing herein shall limit the rights of the Examinees under applicable law to object to or oppose any subpoena the Movants may serve upon the Examinees; and it is further

ORDERED, that in accordance with Bankruptcy Rules 2004 and 9016, (i) the Clerk of this Court shall issue subpoenas, signed, but otherwise in-blank, as requested by the Movants, or (ii) provided that counsel for the Movants is authorized to practice in this Court, counsel may issue and sign the subpoenas; and it is further

ORDERED, that the Movants shall file with the Court an affidavit or declaration of service for each subpoena Movants serve; and it is further

ORDERED, that this Order is without prejudice to the Movants' right to file further motions seeking additional documents and testimony pursuant to Bankruptcy Rule 2004(a) or any other applicable law; and it is further

ORDERED, that this Court shall retain jurisdiction to resolve any disputes arising or related to this Order including any discovery disputes that may arise between or among the parties and to interpret, implement and enforce the provisions of this Order.

EXHIBIT B

REQUESTS FOR PRODUCTION OF DOCUMENTS AND THINGS

DEFINITIONS

- i. “Bankai Infotech” means Bankai Infotech Limited, together with its agents, representatives, attorneys, accountants, financial advisers, investment advisers, consultants, predecessors, successors, assignees, or any other person or entity subject to its practical control, including without limitation, Panamax Infotech Limited as predecessor in interest.
- ii. “Co-Location Agreement” means that certain co-location agreement between Coresite Data Center LLC and Panamax Inc., pursuant to which the Debtors’ Servers are housed at the Co-Location Site.
- iii. “Co-Location Site” shall mean the co-location site facility located at 32 Avenue of the Americas, New York, New York 10013 (or such other locations as appropriate), which facility is owned or operated by Coresite Data Center LLC.
- iv. “Communications” means and includes all oral and written communications of any nature, type or kind including, but not limited to, any Documents, telephone conversations, discussions, meetings, facsimiles, e-mails, text messages, WhatsApp conversations, pagers, memoranda, and any other medium through which any information is conveyed or transmitted
- v. “Concerning” means and includes relating to, constituting, defining, evidencing, mentioning, containing, describing, discussing, embodying, reflecting, edifying, analyzing, stating, referring to, dealing with, or in any way pertaining to.
- vi. “Debtors” means collectively, BB Servicer, LLC, Carriox Telecap LLC, Carriox Towercap LLC, Bridgevoice, Inc., Broadband Telecom, Inc., BB Capital SPV, LLC and Carriox Capital II LLC, together with their respective agents, representatives, attorneys, accountants,

financial advisers, investment advisers, consultants, predecessors, successors, assignees, or any other person or entity subject to his practical control.

vii. “Document” shall be construed to the fullest extent under the Federal Rules of Civil Procedure and shall mean, without limitation, the original and all copies and translations of any Information in any written, recorded, electronic, or graphic form, including all memoranda, notes, interoffice and intraoffice communications, telegrams, telecopies, letters, reports, stenographic notes, bulletins, notices, emails, text messages or other messaging-application messages, instant messages or other electronic-chat messages, telephonic or personal communications, computer models, spreadsheets, data, accounts, records, calendars, diaries, minutes, contracts or other legal papers, resolutions, written policies or procedures, insurance policies, audio records, photographs, microform, film, and any electronically stored Information stored in any medium including computer backup devices in Your possession, custody, or control or the possession, custody, or control of Your attorneys, agents, or other Persons under Your control. Without limiting the foregoing, “Document” includes any copy that differs in any respect from the original or other versions of the document, such as copies containing notations, insertions, corrections, margin notes, or any other variations. The term “Document” includes Communications.

viii. “Electronically Stored Information” or “ESI” means, without limitation, all information contained on any computing device owned, maintained, or otherwise controlled by you, including, but not limited to, mainframe, desktop, laptop, tablet, or palmtop computers, network servers, telephone voicemail servers, employees' employer-provided home computers, and the personal digital assistants (PDAs), digital cell phones, telephone answering machines, pagers, or other information-storing electronic devices of you and your employees, or on associated external storage media, backup tapes, and other archival copies of same. Unless

otherwise specified, documents, reports, and other Electronically Stored Information created using any version of Microsoft Word, Powerpoint, Excel, Visio, or Access, Word Perfect, Oracle, or any other Microsoft, Adobe, or other currently available “off-the-shelf application shall be produced in native form; that is, the form in which the document is currently stored on whatever media it currently resides. The document should not be locked, resaved, restructures, “scrubbed” of unapparent or hidden content or any other data or metadata, but rather should be produced in a copy precisely reproducing its entire state as present in your systems. Unless otherwise specified, electronic mail (e-mail) should be produced in native form; that is, in whatever database and/or file/directory structures are used by your mail processing software. All metadata and other unapparent or hidden data related to mail messages shall be produced, including, but not limited to, any file attachments, message priority flags, message read/access timestamps, and, in the case of e-mail sent to distribution lists, information on the membership of such lists at the time the e-mail was sent.

ix. “Finance Leases” shall mean, collectively, that certain finance lease with Fidelity Funding Services LLC, dated April 19, 2022, related to Five (5) Dell PowerEdge R740X Servers (“Servers Finance Lease”), and that certain finance lease agreement with Fidelity Capital Partners LLC, dated May 2, 2022, Lease No. 112850, related to the server-related equipment identified on Addendum A thereto (“Equipment Finance Lease”).

x. “Outsourcing Agreement” means that certain Business Outsourcing Services Agreement, dated as of October 1, 2022 by and between Panamax Infotech Limited together with its Subsidiaries, Holding Companies, Group Companies, Sister Concern, Affiliates successors and permitted assigns on one hand and Broadband Telecom, Inc., together with its present and future

parent companies, holding companies, subsidiaries, group companies, sister concerns, affiliates, associated entities, joint ventures, successors, and permitted assigns.

xi. “Person” means and includes individuals and entities, corporations, partnerships, unincorporated associations, limited liability companies, trusts, firms, cooperatives, fictitious business names, governmental agencies whether local, state, or federal, and any and all of their agents, representatives, employees, predecessors, and/or any other Person acting on its/their behalf or subject to its/their control.

xii. “Debtors’ Servers” means all servers owned, leased, maintain, operated, or controlled, either directly or indirectly, by the Debtors including any of the Debtors’ servers located, stored, maintained, protected or otherwise held at the Co-Location Site.

xiii. “Relevant Period” means the period from January 1, 2020 through present.

REQUESTS

1. Direct access to the Debtors’ Servers and any related back-up tapes, and all Electronically Stored Information stored thereon, including any passcode, passkeys, log-in credentials, identification codes, or other access codes necessary for direct access thereto. This access shall include the ability to review, manage, operate, control and download all information and data held on the Debtors’ Servers

2. Direct access to the Debtors’ Documents, Communications and Electronically Stored Information inclusive of emails as stored or archived on Microsoft Office 365, any other platform, or any cloud-based system or storage, including any passcode, passkeys, log-in credentials, identification codes, or other access codes necessary for direct access thereto. This

access shall include the ability to review, manage, operate, control and download all such Documents, Communications and Electronically Stored Information.

3. All of Debtors' Documents, Communications, and Electronically Stored Information managed, operated, serviced, maintained, controlled, or otherwise in the possession, custody or control of Bankai Infotech.

4. All Documents related to or concerning the Co-Location Agreement, the Co-Location Site and the Finance Leases, including without limitation, all necessary consents by Bankai Infotech to permit or otherwise authorize the Debtors to have unlimited and unrestricted access the Debtors' Servers and the premises where such servers are held.

5. All Communications between Bankai Infotech and any of the Debtors' customers during the Relevant Period.

6. All Communications between Bankai Infotech and any of the Debtor's vendors during the Relevant Period.

7. All Communications between Bankai Infotech and any of the Debtors' during the Relevant Period.

8. All financial statements prepared by, for or on behalf of the Debtors during the Relevant Period.

9. All balance sheets prepared by, for or on behalf of the Debtors during the Relevant Period.

10. All profit and loss statements prepared by or on behalf of the Debtors during the Relevant Period.

11. All Documents, Communications, and Electronically Stored Information concerning the Debtors' customer invoices during the Relevant Period.

12. All Documents, Communications, and Electronically Stored Information concerning the Debtors' customer contracts during the Relevant Period.

13. All Documents, Communications, and Electronically Stored Information concerning the Debtors' vendor invoices during the Relevant Period.

14. All Documents, Communications, and Electronically Stored Information concerning payroll records for and Person who provided services to or for the benefit of the Debtors since January 1, 2020, including without limitation services provided under the Outsourcing Agreement.

15. All organization charts relating to personnel dedicated to providing services to or for the benefit of the Debtors since January 1, 2020, including without limitation services provided under the Outsourcing Agreement

16. All Documents, Communications, and Electronically Stored Information concerning invoices delivered by Bankai Infotech to the Debtors for services rendered since the inception of the relationship between Bankai Infotech and the Debtors.

17. All Documents, Communications, and Electronically Stored Information concerning the Debtors' accounts receivable management system used during the Relevant Period.

18. All Documents, Communications, and Electronically Stored Information concerning the Debtors' corporate records, including without limitation, board minutes, board resolutions, and the appointment of officers and directors during the Relevant Period.

19. All organizational charts for any and all affiliates of the Debtors.

20. All Documents, Communications, and Electronically Stored Information concerning invoices, billing and collection records for each of the Debtors during the Relevant Period, including on the "Bill Pay" system.

21. All Communications with customers or clients of the Debtors related to billing, invoices, services, collections, and related matters during the Relevant Period, including all communications stored on Office 365.

22. All Documents, Communications, and Electronically Stored Information concerning invoices, billing and collection records for Bankai International Pvt LTD during the Relevant Period.

23. All Documents, Communications, and Electronically Stored Information concerning invoices, billing and collection records for Maple Gadgets during the Relevant Period.

24. All Documents, Communications, and Electronically Stored Information concerning invoices, billing and collection records for Panamax, Inc. during the Relevant Period.

25. All Documents, Communications, and Electronically Stored Information concerning invoices, billing and collection records for Bankai Infotech during the Relevant Period.

26. All Documents, Communications, and Electronically Stored Information concerning invoices, billing and collection records for CallnRoam, Inc. during the Relevant Period.

27. All Documents and Electronically Stored Information concerning the equity ownership of Carriox Holding LLC.

28. All Documents and Electronically Stored Information concerning the equity ownership of BB Group LLC.

29. All Documents and Electronically Stored Information concerning all tax returns including work papers prepared on behalf of the Debtors during the Relevant Period.

30. All Documents and Electronically Stored Information concerning all audits of the Debtors, including work papers during the Relevant Period.

31. All Documents, Communications, and Electronically Stored Information concerning all receivables purchased by the Debtors during the Relevant Period, including, without limitation, purchase agreements.

32. All Documents, Communications, and Electronically Stored Information concerning any claims made against insurance policy providing coverage concerning any receivables purchased by the Debtors during the Relevant Period.

33. All Communications between any Persons concerning the collection of any receivables purchased by the Debtors during the Relevant Period.

34. All Documents, Communications, and Electronically Stored Information concerning any receivable that was purchased by the Debtors that has been written off or forgiven in last 3 years.

35. All Communications between any Persons concerning the Debtors' use of any proceeds of any loans for the purchase of receivables during the Relevant Period.

36. All Documents, Communications, and Electronically Stored Information concerning any civil action or other enforcement actions taken by or on behalf of the Debtors concerning any receivables purchased by the Debtors during the Relevant Period.

37. All financial statements prepared for Bankai Infotech, whether audited or unaudited, during the Relevant Period.

38. All Bankai Infotech payroll records for all of its current employees.

39. All pay slips, bank statements or similar records sufficient to demonstrate that Bankai Infotech employees, who provided Shared Resources or Dedicated Resources to the Debtors pursuant to the Outsourcing Agreement, were being paid wages by Bankai Infotech during the Relevant Period.

40. All time records, correspondence and related documents sufficient to identify all Bankai Infotech employees who provided Shared Resources or Dedicated Resources to the Debtors under the Outsourcing Agreement during the Relevant Period.

41. All records sufficient to identify the current ownership structure of Bankai Infotech, including without limitation, the ultimate beneficial owners, as well as any transfers of equity interests during the Relevant Period, including without limitation, any corporate organizational or other documents filed with any Indian government or regulatory agency, and any licenses or operational agreements.

42. All records sufficient to identify Bankai Infotech's shareholder interest in any of the Debtors during the Relevant Period, including without limitation, any corporate organizational or other documents filed with any Indian government or regulatory agency, and any licenses or operational agreements.

43. All Communications with, and/or Documents, Communications, and Electronically Stored Information concerning or referencing, the following website domains:

- a. nttcommunication.com
- b. swisscomag.com
- c. taiwanmobiles.com
- d. telefonicaglobal.com
- e. singtele.net
- f. etisalatcommunications.com
- g. aispublic.com
- h. telekomdeutsche.de
- i. telecomviet.com

- j. globephilippines.com
- k. fareastonetelecom.com
- l. pldt-us.com
- m. chinamobileinternational.com
- n. maroctele.com
- o. telekomaustria1.com
- p. belgacomics.com
- q. cetincz.com
- r. telecom-malaysia.com
- s. telstra-au.com
- t. mobilytelecom[.]com
- u. t-mobilepl.com
- v. romaniaorange.com
- w. americamovilperu.com

44. All Communications with, and/or Documents, Communications, and Electronically Stored Information concerning or referencing, the following email addresses:

- a. billing.dept@t-mobilecz.com
- b. payable@fareastonetelecom.com
- c. financedept@telenetgroupnv.com
- d. accountsdepartment@pldt-us.com
- e. accounts@digitelecommunications.com
- f. financedept@amperusac.com
- g. billing@telesafaricom.com

h. finance.dept@virgintelemedia.com

i. finance@clarosalvador.com

j. accounts@telavoxab.com

45. All Communications with, and/or Documents, Communications, and Electronically Stored Information concerning or referencing, any email account beginning with the letters “vija”.

46. All Communications with, and/or Documents, Communications, and Electronically Stored Information concerning or referencing, the domain registration entity Name.com, Inc., including but not limited to any Communications with, and/or Documents, Communications, and Electronically Stored Information concerning or referencing, any email address(es) using the domain “name.com”.

47. All Communications with, and/or Documents, Communications, and Electronically Stored Information concerning or referencing, the email services entity Titan Email, including but not limited to any Communications with, and/or Documents, Communications, and Electronically Stored Information concerning or referencing, any email address(es) using the domain “titan.email”.