

**DEBEVOISE & PLIMPTON LLP**

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

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

**COLE SCHOTZ P.C.**

Michael D. Sirota  
Warren A. Usatine  
Felice R. Yudkin  
Ryan T. Jareck  
Court Plaza North, 25 Main Street  
Hackensack, NJ 07601  
Telephone: (201) 489-3000  
Facsimile: (201) 489-1536  
msirota@coleschotz.com  
wusatine@coleschotz.com  
fyudkin@coleschotz.com  
rjareck@coleschotz.com

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

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

In re:

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

Debtor.

Chapter 11

Case No. 24-\_\_\_\_\_ (\_\_\_\_)

**DEBTOR'S MOTION FOR ENTRY OF INTERIM  
AND FINAL ORDERS (I) AUTHORIZING THE DEBTOR TO  
(A) CONTINUE TO USE ITS BANK ACCOUNTS AND MAINTAIN  
EXISTING BUSINESS FORMS, (B) HONOR CERTAIN PREPETITION  
OBLIGATIONS RELATED THERETO, AND (C) CONTINUE TO PERFORM  
INTERCOMPANY TRANSACTIONS, AND (II) GRANTING RELATED RELIEF**

TO THE HONORABLE UNITED STATES BANKRUPTCY JUDGE:

The above-captioned debtor and debtor in possession ("CCA" or the "Debtor")  
respectfully states as follows in support of this motion:

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



**Relief Requested**

1. CCA seeks entry of interim and final orders, substantially in the forms attached hereto as **Exhibit A** (the “**Interim Order**”) and **Exhibit B** (the “**Final Order**”), (i) authorizing CCA to (a) continue to use its bank accounts and maintain existing business forms, (b) honor certain prepetition obligations related thereto, and (c) continue to perform intercompany transactions, whether relating to the prepetition or postpetition period, in the ordinary course of business, and (ii) granting related relief. In addition, CCA requests that the Court schedule a final hearing approximately 28 days after the commencement of this chapter 11 case to consider approval of this motion on a final basis.

**Jurisdiction and Venue**

2. This Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Standing Order of Reference to the Bankruptcy Court Under Title 11*, entered July 23, 1984, and amended on September 18, 2012 (Simandle, C.J.). This is a core proceeding pursuant to 28 U.S.C. § 157(b), and CCA consents to the entry of a final order by the Court in connection with this motion to the extent that it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution.

3. Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

4. The bases for the relief requested herein are sections 105(a), 345, 363, 1107 and 1108 of title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (the “**Bankruptcy Code**”), rules 6003 and 6004 of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”), and rules 2002-1, 9013-1 and 9013-5 of the Local Rules of the United States Bankruptcy Court for the District of New Jersey (the “**Local Rules**”).

### **Background**

5. CCA is headquartered in New Jersey and provides construction management, program management, and general contracting services for public and private clients through its non-debtor operating subsidiaries (the “**Non-Debtor Subsidiaries**,” and together with CCA, the “**CCA Group**”). CCA supports its Non-Debtor Subsidiaries by providing them with key shared services to enable them to deliver large-scale projects in civil, commercial, residential, and public infrastructure sectors.

6. On the date hereof (the “**Petition Date**”), CCA filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code. CCA is operating its business and managing its property as debtor in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. No request for the appointment of a trustee or examiner has been made in this chapter 11 case and no statutory committees have been appointed or designated.

7. Additional information regarding CCA, the events leading up to the Petition Date, and the facts and circumstances supporting the relief requested in this motion is set forth in the *Declaration of Yan Wei, Chairman and Chief Executive Officer of the Debtor, in Support of Chapter 11 Petition* (the “**Wei Declaration**”) and the *Declaration of Evan Blum in Support of First Day Pleadings and Debtor in Possession Financing* (the “**BDO Declaration**” and, together with the Wei Declaration, the “**First Day Declarations**”),<sup>2</sup> which are filed contemporaneously herewith and incorporated herein by reference.

---

<sup>2</sup> Capitalized terms not defined herein shall have the meanings ascribed to them in the First Day Declarations.

## CCA's Bank Accounts

### **I. Overview**

8. To efficiently manage its business and the operations of the other members of the CCA Group, CCA uses a cash management system that provides well-established mechanisms for the collection, management and disbursement of funds used in CCA's business. CCA's cash management system has two main components: (a) cash collection of payments made to CCA, and (b) cash disbursements to support and assist the operations of CCA and its affiliates, primarily consisting of payments to vendors, service providers, and payroll and employee benefits payments. This system enables CCA to support its Non-Debtor Subsidiaries and other affiliates as part of the Shared Services Program, as more fully described in paragraphs 18 through 24 below.

9. In the ordinary course of business, CCA maintains three bank accounts, which are all maintained at HSBC Bank USA, N.A. ("**HSBC**") (collectively, the "**Bank Accounts**").<sup>3</sup> Each of the Bank Accounts is insured by the Federal Deposit Insurance Corporation ("**FDIC**") and in compliance with U.S. Trustee guidelines. The Bank Accounts consist of an operating account (the "**Operating Account**"), a payroll account (the "**Payroll Account**") and an interest earning account (the "**Interest Earning Account**"). A list of the Bank Accounts is attached as **Exhibit 1 to Exhibit A**.

10. CCA generally records collections, transfers and disbursements as they are made. CCA has systems in place for cash monitoring, forecasting and reporting which enable CCA to maintain control over its bank accounts.

---

<sup>3</sup> As described in the First Day Declarations, CCA has numerous direct and indirect subsidiaries, none of whom are part of the chapter 11 case. The Non-Debtor Subsidiaries maintain bank accounts at many different financial institutions. These bank accounts should not be affected by the filing of CCA's chapter 11 case.

## **II. Summary of the Bank Accounts**

### **A. Operating Account**

11. The Operating Account is CCA's primary account for day-to-day operational expenses such as vendor payments and other ongoing business expenditures. Funds are periodically transferred into the Operating Account from CCA's affiliates as compensation for their respective obligations for certain shared services, as more fully described in paragraphs 18 through 24 below. Additionally, in the ordinary course of business funds, are loaned to CCA from time to time by CCA's parent, CSCEC Holding Company, Inc. ("**CSCEC Holding**"), to ensure CCA's liquidity needs are met and to cover CCA's operational costs as needed. As of the Petition Date, the balance maintained in the Operating Account was approximately \$115,500, with historical month-end balances over the past six months ranging from \$45,000 to \$825,000.

12. CCA expects to fund its expenses incurred during the chapter 11 case through the proceeds of its proposed debtor-in-possession financing (the "**DIP Financing**"), subject to Court approval. It is anticipated that proceeds from the proposed DIP Financing and any other receipts received during the chapter 11 case will be deposited into the Operating Account.<sup>4</sup>

### **B. Payroll Account**

13. The Payroll Account is used exclusively for processing payroll. CCA ensures that funds are regularly transferred into the Payroll Account to ensure timely disbursements to employees via its payroll processor. The Payroll Account is only funded shortly before the bi-monthly payroll is processed, with sufficient amounts to meet salary and wage obligations,

---

<sup>4</sup> As discussed in more detail in the motion seeking approval of the DIP Financing, filed concurrently herewith, the DIP Financing will not be used to fund the operations of the Non-Debtor Subsidiaries; rather, the proceeds of the DIP Financing will fund working capital, meet payroll obligations, pay suppliers, cover overhead costs, and make any other payments for shared services or otherwise that are essential for the continued management, operation, and preservation of CCA's business.

minimizing excess balances. As of the Petition Date, the balance in the Payroll Account was approximately \$98,000.

**C. Interest Earning Account**

14. The Interest Earning Account is used to temporarily hold excess cash not immediately needed for operational expenses. Funds in the Interest Earning Account generate interest income, which helps CCA offset banking fees and supplement liquidity. The funds in the Interest Earning Account are unrestricted and fully available for CCA's operational needs, without any encumbrances or designated restrictions.

15. Funds are generally held in the Interest Earning Account only temporarily, and excess balances are regularly transferred to other Bank Accounts as needed to meet liquidity demands, ensuring efficient fund management. The funds in the Interest Earning Account are kept in a liquid, low-risk account that complies with the U.S. Trustee's preference for insured holdings, helping to preserve value for CCA's estate and benefiting all stakeholders. CCA employs internal controls and reporting mechanisms to ensure ongoing compliance, security, and proper management of the Interest Earning Account. As of the Petition Date, there are no funds in the Interest Earning Account.

**III. Banking Transactions, Bank Fees and Related Expenses**

16. CCA primarily makes payments from the Bank Accounts to third parties via ACH, check, direct debit, or wire transfer. HSBC processes these payments in the ordinary course of business, debiting the Bank Accounts accordingly. In connection with these payments and the general maintenance of the Bank Accounts, HSBC charges, and CCA pays, honors or allows the deduction from the appropriate account, certain service charges and other fees, costs and expenses (collectively, the "**Bank Fees**"). On a monthly basis, CCA typically incurs approximately \$8,500 in Bank Fees in connection with the Bank Accounts.

**CCA's Existing Checks and Business Forms**

17. In the ordinary course of business, CCA uses pre-printed correspondence and business forms, including letterhead, checks, purchase orders and invoices. CCA keeps a large quantity of the appropriate business forms on hand at its Morristown, New Jersey offices, which CCA intends to continue to use during the chapter 11 case. Parties doing business with CCA will likely be aware of its status as a debtor in possession and, thus, changing its business forms is unnecessary. In addition, CCA has prepared communications materials to be distributed to the parties with whom it conducts business, which will, among other things, inform those parties of the commencement of the chapter 11 case. CCA believes that, in light of the number of parties that it interacts with on a regular basis, parties doing business with CCA will have adequate notice of CCA's status as a debtor in possession. Nevertheless, once CCA's existing checks have been used, CCA will, when reordering checks, require the designation "Debtor in Possession" and the corresponding bankruptcy case number on all checks.

**Intercompany Transactions**

18. As described in the First Day Declarations, CCA routinely engages in intercompany transactions with its Non-Debtor Subsidiaries and certain other affiliates of CCA that are not part of the CCA Group ("**Intercompany Transactions**"). These Intercompany Transactions, which arise in the ordinary course of business and give rise to intercompany receivables and payables (each, an "**Intercompany Claim**"), relate to CCA providing services or making expenditures on behalf of the Non-Debtor Subsidiaries and other affiliates.

19. CCA plays an important role for its subsidiaries and other affiliates by providing operational support services, including communications, accounting, information technology, insurance, human resources, legal and other general administration services, all according to an

established program in which costs are allocated among affiliate participants to compensate CCA for the services it provides (the “**Shared Services Program**”). The Shared Services Program, which is administered pursuant to documented shared services agreements (the “**Shared Services Agreements**”) between CCA and each participating affiliate, is necessary and beneficial to the business operations of CCA and the participating affiliates, and generally provides the CCA Group and other affiliates with material savings in respect of general administrative and corporate overhead costs.<sup>5</sup>

20. The Shared Services Program can generally be categorized as follows:<sup>6</sup>

- (a) **Human Resources Services**: Develop and implement human resources policies, compensation programs, and performance evaluations. Services include payroll management, HRIS system selection, recruitment, compliance with regulations, benefit plan administration, and ensuring comprehensive HR support.
- (b) **Legal Services**: Provide contract review, legal research, and regulatory compliance assistance, including managing outside counsel and supporting legal filings. Additionally, CCA offers guidance on governance, compliance programs, and training related to corporate ethics and legal requirements.
- (c) **Corporate Governance Services**: Provide comprehensive governance support, including the development and recommendation of governance policies, the coordination of board meetings, preparation of notices, agendas, and follow-up on decisions. These services assist with maintaining shareholder relations, corporate documentation, and legal compliance.
- (d) **General Administration and Communications Services**: Provide administrative solutions, including corporate travel arrangements, negotiations for competitive rates, and event planning services. Services also include support branding and media relations, which include strategy

---

<sup>5</sup> The services under the Shared Services Agreements were initially provided by CSCEC Holding, CCA’s parent. However, in accordance with section 1 of the Shared Services Agreements, CSCEC Holding was authorized to, and did, delegate its rights and obligations under the Shared Services Agreement to CCA on March 10, 2021.

<sup>6</sup> The services described here are examples of common services provided by CCA; this motion is not intended to be a comprehensive list of services.



development, corporate identity creation, and crisis communication management.

- (e) **Financial Services**: Provide financial services, including reporting under accounting standards (e.g., US GAAP, IFRS), treasury management (opening/closing accounts, ACH payments), preparing and filing tax returns, and coordination of external audits. These services also cover tax planning, vendor payments, and administration of corporate credit programs.<sup>7</sup>
- (f) **Information Technology Services**: Manage IT resources, providing support for cyber security, data centers, and procurement of IT equipment. Additionally, centralized IT procurement and training services are offered alongside research and development for business solutions, leveraging advanced technologies for operational efficiency.
- (g) **Bond & Insurance Services**: Facilitate insurance and surety bond programs, provide advice on policy structure, and manage claims. These services include reviewing insurance requirements under applicable law, offering training on surety bond policies, and assisting with due diligence related to insurance.<sup>8</sup>

21. The Shared Services Program is integral to CCA's business operations, providing substantial savings on general administrative and corporate overhead costs for CCA and all participating affiliates. Historically, as a result of the Shared Services Program, shared services and intercompany obligations have flowed between CCA, on the one hand, and its Non-Debtor Subsidiaries and certain other affiliates, on the other hand, on a regular basis and in the ordinary course of business.

22. Utilizing a shared centralized approach for these services allows the CCA Group to recognize savings in the form of economies of scale, resulting in lower costs than if each

---

<sup>7</sup> Certain of the tax and audit services referenced herein are provided pursuant to agreements between those professionals and CSCEC Holding. CCA coordinates and pays for such services and then allocates such costs in a manner consistent with the allocation of other shared services.

<sup>8</sup> Related to the Shared Services Program, in the ordinary course of business, CCA pays for certain services from a Non-Debtor Subsidiary, Strategic Capital (Beijing) Consulting Co., Ltd., that enable CCA to meet certain insurance and regulatory requirements in China that are essential to support the Shared Services Program. These Intercompany Transactions are likewise allocated among participating affiliates based on their actual usage and benefit, with CCA seeking reimbursement for the amounts attributable to each affiliate.

individual participant hired employees or contracted with third parties to perform the same administrative functions on its own. The cost savings associated with the Shared Services Program thus enable the Non-Debtor Subsidiaries to reduce costs and improve their overall cash flow, which inures to the benefit of their sole owner, CCA. As a result, CCA's Shared Services Program enhances operational consistency across affiliates and strengthens overall financial performance.

23. In accordance with the Shared Services Agreements, CCA is generally entitled to reimbursement for its costs from the participating affiliates under an allocation mechanism based upon whether such costs are directly or indirectly incurred by CCA on behalf of the participating affiliate. Direct costs, such as amounts paid to CCA's employees engaged in specific, project-related work for participating affiliates (e.g., overseeing a safety program at Plaza Construction LLC; IT software provisioning at CCA International Group, Inc.), and third-party expenses that are directly attributable to participating affiliates (e.g., insurance; software licenses), are allocated to the applicable affiliates at the time of payment by CCA. CCA's direct employee cost allocation is reviewed and adjusted periodically. CCA's direct third-party costs are generally allocated by usage or based upon revenue at each participating affiliate. Indirect costs, such as CCA employee costs related to providing general shared services to affiliates and third-party expenses that are not directly attributable to participating affiliates (e.g., tax and audit preparation) are allocated to the applicable affiliates at year-end despite these costs being paid by CCA at the time incurred. Indirect employee costs are allocated based upon headcount at each entity. Indirect third party expenses are allocated by shared services department based on the percentage of time that each respective department allocates to participating affiliates. Certain of

these third party expenses remain CCA's responsibility. CCA records journal entries documenting all Intercompany Transactions under the Shared Services Agreements.

24. CCA believes the Intercompany Transactions, including cash flows related thereto, constitute ordinary course transactions that do not require Court authorization. To the extent required, CCA seeks authority to continue to engage in the Intercompany Transactions postpetition and honor related obligations in the ordinary course of business consistent with its historical accounting practices. During the course of this chapter 11 case, CCA will continue to maintain records of these intercompany transfers of cash and bookkeeping entries on a postpetition basis and will implement other internal mechanisms as needed to permit it, with the assistance of its advisors, to accurately track the balance of and account for all prepetition and postpetition Intercompany Transactions.<sup>9</sup>

### **Basis for Relief**

#### **I. Continued Use of the Bank Accounts and Business Forms Is Warranted under Sections 363(c) and 105(a) of the Bankruptcy Code**

25. The Office of the United States Trustee for Region 3 (the "**U.S. Trustee**") has established certain operating guidelines for a debtor in possession. The Operating Guidelines for Chapter 11 Cases (the "**UST Operating Guidelines**") generally require that a chapter 11 debtor, among other things, (a) close all existing bank accounts and open new debtor-in-possession accounts, (b) establish one debtor-in-possession account for all estate monies required for the payment of taxes, and (c) maintain a separate debtor-in-possession account for cash collateral. These requirements are designed to provide a clear line of demarcation between prepetition and

---

<sup>9</sup> As described in more detail in the motion seeking approval of the DIP Financing, filed concurrently herewith, CCA negotiated specific provisions in the DIP Credit Agreement to include a mechanism to ensure that CCA is not burdened with DIP obligations on account of costs of the Shared Services Program that are allocable to affiliates not within the CCA Group.

postpetition claims and payments and to help protect against a debtor's inadvertent payment of prepetition claims.

26. Section 363(c)(1) of the Bankruptcy Code permits CCA to continue using its Bank Accounts and pay related fees to the extent doing so is in the ordinary course of business. 11 U.S.C. § 363(c)(1). In particular, section 363(c)(1) of the Bankruptcy Code authorizes a debtor in possession to “use property of the estate in the ordinary course of business without notice or a hearing.” 11 U.S.C. § 363(c)(1). This provision is intended to provide debtors with the flexibility to manage day-to-day operations without undue interference from creditors or the court. As noted by the Third Circuit, “Section 363 is designed to strike a balance, allowing a business to continue its daily operations without excessive court or creditor oversight and protecting secured creditors and others from dissipation of the estate's assets.” *In re Roth Am., Inc.*, 975 F.2d 949, 952 (3d Cir. 1992). Courts have similarly recognized that routine transactions related to cash management systems are within the scope of section 363(c). *See Vision Metals, Inc. v. SMS Demag, Inc. (In re Vision Metals, Inc.)*, 325 B.R. 138, 145 (Bankr. D. Del. 2005); *In re Nellson Nutraceutical, Inc.*, 369 B.R. 787, 796 (Bankr. D. Del. 2007).

27. Additionally, the Court also has authority under section 105(a) of the Bankruptcy Code to grant the relief requested, as it is essential for CCA to fulfill its fiduciary duties under section 1107(a) of the Bankruptcy Code. Section 105(a) empowers bankruptcy courts to “issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of this title.” 11 U.S.C. § 105; *see In re Ionosphere Clubs, Inc.*, 98 B.R. 174, 175 (Bankr. S.D.N.Y. 1989) (utilizing section 105(a) to support an order authorizing the payment of prepetition obligations to employees). Section 1107(a) imposes a duty on CCA as debtor in possession to act as a fiduciary to “protect and preserve the estate, including an operating business' going-

concern value” for the benefit of creditors and other parties in interest. *See In re CEI Roofing, Inc.*, 315 B.R. 50, 59 (Bankr. N.D. Tex. 2004) (quoting *In re CoServ, L.L.C.*, 273 B.R. 487, 497 (Bankr. N.D. Tex. 2002)); *see also Unofficial Comm. of Equity Holders v. McManigle (In re Penick Pharm., Inc.)*, 227 B.R. 229, 232–33 (Bankr. S.D.N.Y. 1998).

28. CCA believes that the waiver of certain requirements of the UST Operating Guidelines with respect to the Bank Accounts is warranted because strict enforcement of the UST Operating Guidelines would disrupt CCA’s ordinary course financial operations by reducing efficiencies, increasing administrative burdens, and creating unnecessary expenses. First, if CCA is not permitted to maintain the existing Bank Accounts, it will need to make other arrangements, which will create additional administrative and operational burdens and disruptions to CCA and all participants in the Shared Services Program. CCA’s treasury department would need to focus its efforts on immediately opening new bank accounts and working to establish new controls for cash to flow properly, thereby diverting those employees from their daily responsibilities during this critical juncture of CCA’s chapter 11 case. Second, even if the Bank Accounts could be timely replaced, opening new bank accounts would likely result in additional expenses, increased operating costs, and delays, including on account of compliance with “know your client” requirements, revising cash management procedures, and instructing parties to redirect payments, any of which would negatively impact CCA’s operations while establishing these new arrangements. Finally, all of the Bank Accounts are already located at HSBC, which is a stable financial institution that is insured by the FDIC and has a Uniform Depository Agreement and is thus designated as an authorized depository by the Office of the United States Trustee for Region 3 pursuant to the UST Operating Guidelines. Requiring CCA

to relocate the Bank Accounts would add unnecessary expense to the administration of the chapter 11 case.

29. Moreover, the continued use of the Bank Accounts, along with making routine adjustments as necessary (including authority to open and close bank accounts as it deems necessary), is part of CCA's standard business operations and is in the best interests of its estate, affiliates and all stakeholders. Therefore, CCA respectfully submits that approval of the continued use of the Bank Accounts, with adjustments from time to time in the ordinary course of business, is warranted.<sup>10</sup>

30. CCA further submits that maintaining its existing business forms is warranted as it will minimize disruption to CCA's business. CCA issues manual checks from time to time and uses business forms in the ordinary course of its business. Strict compliance with the UST Operating Guidelines would increase CCA's expenses and risk unnecessarily confusing its counterparties, suppliers, and employees. Accordingly, CCA believes it is appropriate to continue to use all business forms as they were in existence prior to the Petition Date. Further, in light of the expense and delay attendant to ordering entirely new business forms, CCA believes it is appropriate to use its business forms without any reference to CCA's current status as debtor in possession. As mentioned in paragraph 17, CCA prepared communications materials to inform the parties it does business with of the commencement of the chapter 11 case which will minimize any confusion. By preserving business continuity and avoiding likely disruption and delay to CCA's disbursements, the relief requested herein will benefit all parties in interest.

---

<sup>10</sup> To the extent CCA makes any material changes to the Bank Accounts, it will provide the U.S. Trustee and any statutory creditors' committee appointed in this case with advance notice of not less than three business days. In addition, CCA shall give notice to the U.S. Trustee within five days after opening any new bank account or closing any existing bank account.

31. Courts in this District recognize that strict enforcement of the UST Operating Guidelines does not always serve the purposes of chapter 11 and have waived such requirements in lieu of alternative procedures, such as the ones proposed in this motion. *See e.g., In re Bowflex, Inc.*, No. 24-12364 (ABA) (Bankr. D.N.J. March 28, 2024); *In re WeWork, Inc.*, No. 23-19865 (JKS) (Bankr. D.N.J. Feb. 6, 2024); *In re LTL Management, LLC*, No. 23-12825 (MBK) (Bankr. D.N.J. Apr. 13, 2023).

## **II. Section 345(b) of the Bankruptcy Code is Satisfied**

32. Section 345 of the Bankruptcy Code governs a debtor's deposit and investment of cash during a chapter 11 case and provides that, for accounts that are not "insured or guaranteed by the United States or by a department, agency, or instrumentality of the United States," the estate must obtain, from the entity with which the money is deposited or invested, a bond in favor of the United States and secured by the undertaking of an adequate corporate surety, "unless the court for cause orders otherwise." 11 U.S.C. § 345(b). The Payroll Account and Investment Account are each insured by the FDIC and the amounts on deposit generally do exceed the FDIC-coverage limit of \$250,000. With respect to the Operating Account, the proceeds of the DIP Financing will be deposited to that Bank Account, and, accordingly, will exceed the FDIC-coverage limit of \$250,000. Nevertheless, because HSBC is an authorized depository approved by the U.S. Trustee, CCA believes that section 345(b) of the Bankruptcy Code is satisfied for all of the Bank Accounts.

## **III. Payment of Bank Fees Should Be Authorized**

33. Payment of the Bank Fees, where applicable, is in the best interests of CCA and all stakeholders in the chapter 11 case, as it will prevent disruptions to CCA's business operations and ensure timely access to funds. Paying prepetition Bank Fees will not harm any parties in interest, as HSBC likely has setoff rights for these fees, meaning the rights of

unsecured creditors will remain unaffected. Therefore, CCA seeks authorization to pay the Bank Fees and similar service charges, including prepetition fees, to maintain the continued use of its Bank Accounts without interruption.

**IV. Participation in the Shared Services Program and Continuing Intercompany Transactions are Appropriate**

34. As noted earlier, section 363(c)(1) of the Bankruptcy Code provides that a debtor in possession “may use property of the estate in the ordinary course of business without notice or a hearing.” 11 U.S.C. § 363(c)(1). CCA’s Intercompany Transactions and participation in the Shared Services Program fall within the meaning of “ordinary course of business” as outlined in section 363(c)(1). These transactions, including the aggregation of shared services, are routine and typical among business enterprises operating through multiple affiliates. Their routine nature makes the Shared Services Program and related Intercompany Transactions integral to CCA’s ongoing operations and the success of the chapter 11 case. As previously discussed, these transactions reduce costs for participating affiliates, including CCA and the Non-Debtor Subsidiaries, preserving value for CCA’s estate. While CCA believes these transactions are ordinary course business operations, CCA seeks explicit authorization, out of an abundance of caution, to continue them postpetition.

**CCA Has Satisfied Bankruptcy Rule 6003(b)**

35. Bankruptcy Rule 6003(b) empowers a court to issue an order granting a motion to use property of the estate within the first 21 days of a case if the relief is “necessary to avoid immediate and irreparable harm.” Immediate and irreparable harm exists where the absence of relief would impair a debtor’s ability to reorganize or threaten CCA’s future as a going concern.

36. As set forth in this motion and in the BDO Declaration, CCA believes an immediate and orderly transition into chapter 11 is critical to the viability of its operations and



that any delay in granting the relief requested could hinder the CCA Group's operations and cause irreparable harm to it and its subsidiaries, to the detriment of all stakeholders. Specifically, the failure to receive the requested relief during the first 21 days of the chapter 11 case would severely disrupt CCA's operations at this critical juncture. The requested relief is necessary for CCA to operate its business in the ordinary course, preserve the ongoing value of its operations, and maximize the value of its estate for the benefit of all stakeholders. Accordingly, CCA submits that it has satisfied the requirements of Bankruptcy Rule 6003 with respect to the relief requested.

**Waiver of Bankruptcy Rules 6004(a) and 6004(h)**

37. To successfully implement the foregoing, CCA requests that the Court enter an order providing that notice of the relief requested herein satisfies Bankruptcy Rule 6004(a) and that CCA has established cause to exclude such relief from the 14-day stay period under Bankruptcy Rule 6004(h). As described above, the relief is needed immediately for CCA's business operations to continue without interruption and to preserve value for CCA's estate.

**Waiver of Memorandum of Law**

38. CCA respectfully requests that the Court waive the requirement to file a separate memorandum of law pursuant to Local Rule 9013-1(a)(3) because the legal basis upon which CCA relies is set forth herein and the motion does not raise any novel issues of law.

**Reservation of Rights**

39. Nothing in this motion or any action taken by CCA pursuant to relief granted in relation to this motion is intended to be or should be construed as: (a) an admission as to the amount, basis, or validity of any particular claim against CCA; (b) a waiver of CCA's rights to dispute any particular claim on any grounds; (c) a promise or requirement to pay any particular claim; (d) an implication or admission that any particular claim is of a type specified or defined

in this motion; (e) a request or authorization to assume any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) an admission relating to any lien, security interest or other encumbrance on property of CCA's estate; or (g) a waiver or limitation of CCA's rights under the Bankruptcy Code or other applicable law. CCA expressly reserves all rights with respect to the foregoing matters.

**Notice**

40. CCA will provide notice of this motion to: (a) the Office of the United States Trustee for the District of New Jersey; (b) the entities listed on the *List of Creditors Holding the 20 Largest Unsecured Claims*; (c) the Internal Revenue Service; (d) the Office of the United States Attorney for the District of New Jersey; (e) HSBC; (f) all parties to the Shared Services Agreements and (g) any party that has requested notice pursuant to Bankruptcy Rule 2002. In light of the nature of the relief requested, CCA respectfully submits that no further notice is necessary.

**No Prior Request**

41. No prior request for the relief sought in this motion has been made to this Court or any other court.

*[Remainder of page intentionally left blank]*

WHEREFORE, CCA respectfully requests that the Court (a) enter the Interim Order and Final Order, substantially in the forms attached hereto as **Exhibit A** and **Exhibit B**, granting the relief requested herein and (b) grant such other and further relief as is just and proper.

Dated: December 22, 2024

*/s/ Michael D. Sirota*

---

**COLE SCHOTZ P.C.**

Michael D. Sirota

Warren A. Usatine

Felice R. Yudkin

Ryan T. Jareck

Court Plaza North, 25 Main Street

Hackensack, NJ 07601

Telephone: (201) 489-3000

Facsimile: (201) 489-1536

msirota@coleschotz.com

wusatine@coleschotz.com

fyudkin@coleschotz.com

rjareck@coleschotz.com

-and-

**DEBEVOISE & PLIMPTON LLP**

M. Natasha Labovitz (*pro hac vice* pending)

Sidney P. Levinson (*pro hac vice* pending)

Elie J. Worenklein

Shefit Koboci (*pro hac vice* pending)

66 Hudson Boulevard

New York, NY 10001

Telephone: (212) 909-6000

Facsimile: (212) 909-6836

nlabovitz@debevoise.com

slevinson@debevoise.com

eworenklein@debevoise.com

skoboci@debevoise.com

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

**EXHIBIT A**

**Interim Order**

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

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

**DEBEVOISE & PLIMPTON LLP**

M. Natasha Labovitz (*pro hac vice* pending)

Sidney P. Levinson (*pro hac vice* pending)

Elie J. Worenklein

Shefit Koboci (*pro hac vice* pending)

66 Hudson Boulevard

New York, NY 10001

Telephone: (212) 909-6000

Facsimile: (212) 909-6836

nlabovitz@debevoise.com

slevinson@debevoise.com

eworenklein@debevoise.com

skoboci@debevoise.com

**COLE SCHOTZ P.C.**

Michael D. Sirota

Warren A. Usatine

Felice R. Yudkin

Ryan T. Jareck

Court Plaza North, 25 Main Street

Hackensack, NJ 07601

Telephone: (201) 489-3000

Facsimile: (201) 489-1536

msirota@coleschotz.com

wusatine@coleschotz.com

fyudkin@coleschotz.com

rjareck@coleschotz.com

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

In re:

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

Debtor.

Case No. 24-\_\_\_\_ (\_\_\_\_)

Chapter 11

Judge:

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

Debtor: CCA Construction, Inc.

Case No.: 24-\_\_\_\_\_ (\_\_\_\_)

Caption of Order: Interim Order (I) Authorizing the Debtor to (A) Continue to Use its Bank Accounts and Maintain Existing Business Forms, (B) Honor Certain Prepetition Obligations Related Thereto, and (C) Continue to Perform Intercompany Transactions, and (II) Granting Related Relief

---

**INTERIM ORDER (I) AUTHORIZING THE DEBTOR TO  
(A) CONTINUE TO USE ITS BANK ACCOUNTS AND MAINTAIN  
EXISTING BUSINESS FORMS, (B) HONOR CERTAIN PREPETITION  
OBLIGATIONS RELATED THERETO, AND (C) CONTINUE TO PERFORM  
INTERCOMPANY TRANSACTIONS, AND (II) GRANTING RELATED RELIEF**

The relief set forth on the following pages, numbered two (2) through eight (8), is  
**ORDERED.**

Debtor: CCA Construction, Inc.

Case No.: 24-\_\_\_\_\_ (\_\_\_\_)

Caption of Order: Interim Order (I) Authorizing the Debtor to (A) Continue to Use its Bank Accounts and Maintain Existing Business Forms, (B) Honor Certain Prepetition Obligations Related Thereto, and (C) Continue to Perform Intercompany Transactions, and (II) Granting Related Relief

---

Upon CCA's motion filed on the Petition Date [Docket No. \_\_\_\_\_] (the "**Motion**")<sup>2</sup> pursuant to sections 105(a), 345, 363, 1107 and 1108 of the Bankruptcy Code, for entry of an order (i) authorizing CCA to (a) continue to use its bank accounts and maintain existing business forms, (b) honor certain prepetition obligations related thereto, and (c) continue to perform intercompany transactions, whether relating to the prepetition or postpetition period, in the ordinary course of business, and (ii) granting related relief, all as more fully set forth in the Motion; and upon consideration of the First Day Declarations; and the Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334 and the *Standing Order of Reference to the Bankruptcy Court Under Title 11* of the United States District Court for the District of New Jersey, entered July 23, 1984, and amended on September 18, 2012 (Simandle, C.J.); and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that CCA's notice of the Motion was appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court; and this Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein and the requested relief is necessary to avoid immediate and irreparable harm to CCA and its estate; and upon all of the proceedings had before the Court and after due deliberation and sufficient cause appearing therefor IT IS HEREBY ORDERED THAT:

---

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

Debtor: CCA Construction, Inc.

Case No.: 24-\_\_\_\_\_ (\_\_\_\_)

Caption of Order: Interim Order (I) Authorizing the Debtor to (A) Continue to Use its Bank Accounts and Maintain Existing Business Forms, (B) Honor Certain Prepetition Obligations Related Thereto, and (C) Continue to Perform Intercompany Transactions, and (II) Granting Related Relief

---

1. The Motion is granted on an interim basis as set forth herein.

2. The Final Hearing on the Motion will be held on **[●], 2025**, at **[●] (Eastern Time)**. Any objections or responses to the Motion and entry of the Final Order shall be in writing, filed with the Court on or before **January [●], 2025 at 4:00 p.m. (Eastern Time)**, and served on: (a) proposed co-counsel to CCA, Debevoise & Plimpton LLP, 66 Hudson Boulevard, New York, NY 10001 (Attn: M. Natasha Labovitz, Sidney P. Levinson, Elie J. Worenklein and Shefit Koboci) and Cole Schotz P.C., Court Plaza North, 25 Main Street Hackensack, NJ 07601 (Attn: Michael D. Sirota, Warren A. Usatine, Felice R. Yudkin and Ryan T. Jareck), (b) the Office of the United States Trustee, One Newark Center, 1085 Raymond Boulevard, Suite 2100, Newark, NJ 07102 (Attn: Fran B. Steele and Peter J. D'Auria), and (c) counsel to any statutory committee appointed in this chapter 11 case. If no objections or responses are filed and served, this Court may enter the Final Order without further notice or hearing.

3. CCA is authorized, on an interim basis, pursuant to sections 345(b), 363(c) and 105(a) of the Bankruptcy Code, to (a) continue to manage its cash in its Bank Accounts in the same manner as prior to the Petition Date, (b) collect, concentrate, and disburse cash in the ordinary course of business, and (c) make ordinary course changes to its Bank Accounts, including opening and closing bank accounts (provided that any new bank account opened by CCA is (i) with a bank that is insured with the FDIC and (ii) designated as an authorized depository by the Office of the United States Trustee for Region 3). CCA shall provide the U.S. Trustee and any statutory committee appointed in this case with not less than three business days' notice prior to making any material changes to the Bank Accounts. CCA shall give notice



Debtor: CCA Construction, Inc.

Case No.: 24-\_\_\_\_\_ (\_\_\_\_)

Caption of Order: Interim Order (I) Authorizing the Debtor to (A) Continue to Use its Bank Accounts and Maintain Existing Business Forms, (B) Honor Certain Prepetition Obligations Related Thereto, and (C) Continue to Perform Intercompany Transactions, and (II) Granting Related Relief

---

to the U.S. Trustee within five days after opening any new bank account or closing any existing bank account. The U.S. Trustee and any statutory committee appointed in this chapter 11 case will have 14 days (or until such later date as may be extended by the Court or agreed to between CCA, the U.S. Trustee or any statutory committee appointed in this case) from receipt of such notice to file any objection with regard to the opening or closing of a bank account. Any new debtor in possession bank account must bear the designation “Debtor in Possession” and be designed as “Debtor in Possession” accounts with the case number.

4. CCA is further authorized, on the terms set forth in this Interim Order, to (a) designate, maintain, and continue to use its existing Bank Accounts, in the names and with the account numbers existing immediately before the Petition Date, (b) deposit funds in, and withdraw funds from, such Bank Accounts by all usual means, including checks, wire transfers, automated clearing house transfers, and other debits, and (c) pay any Bank Fees or other charges associated with the Bank Accounts, whether arising before or after the Petition Date.

5. CCA is authorized, on an interim basis, to continue to use, in their present form, all preprinted correspondence and business forms (including letterhead, checks, purchase orders and invoices) without reference to its status as a debtor in possession; *provided, however*, that once CCA’s existing checks have been used, CCA shall, when reordering checks, require the designation “Debtor in Possession” and the corresponding bankruptcy case number on all checks. Further, within 14 days of the entry of this Interim Order, CCA shall update any electronically produced checks to reflect its status as a debtor in possession and to include the corresponding bankruptcy case number.

Debtor: CCA Construction, Inc.

Case No.: 24-\_\_\_\_\_ (\_\_\_\_)

Caption of Order: Interim Order (I) Authorizing the Debtor to (A) Continue to Use its Bank Accounts and Maintain Existing Business Forms, (B) Honor Certain Prepetition Obligations Related Thereto, and (C) Continue to Perform Intercompany Transactions, and (II) Granting Related Relief

---

6. To the extent required, CCA is authorized, pursuant to section 363(c) of the Bankruptcy Code, to continue the Shared Services Program and to perform under and honor Intercompany Transactions, whether arising under or relating to the prepetition or postpetition period, in the ordinary course of business and pursuant to the terms of the applicable Shared Services Agreements, so long as such Intercompany Transactions are materially consistent with CCA's operation of its business in the ordinary course during the prepetition period.

7. CCA shall maintain accurate and detailed records of all transfers, including but not limited to Intercompany Transactions, so that all transactions may be readily ascertained, traced, recorded properly, and distinguished between prepetition and post-petition transactions.

8. CCA is authorized to issue postpetition checks or to effect postpetition fund transfer requests in replacement of any checks or fund transfer requests that are dishonored or rejected as a consequence of the commencement of CCA's chapter 11 case with respect to prepetition amounts owed in connection with the relief granted herein, provided that CCA shall only instruct or request HSBC to pay or honor any check, draft or other payment as authorized by an order of the Court.

9. Within five days of the date of the entry of this Interim Order, CCA shall (a) contact HSBC, (b) provide HSBC with CCA's employer identification number and (c) identify each of the Bank Accounts held at HSBC as being held by a debtor in possession and provide the bankruptcy case number.

Debtor: CCA Construction, Inc.

Case No.: 24-\_\_\_\_\_ (\_\_\_\_)

Caption of Order: Interim Order (I) Authorizing the Debtor to (A) Continue to Use its Bank Accounts and Maintain Existing Business Forms, (B) Honor Certain Prepetition Obligations Related Thereto, and (C) Continue to Perform Intercompany Transactions, and (II) Granting Related Relief

---

10. Notwithstanding anything in this Order to the contrary, in the event HSBC Bank USA, N.A. ceases to be an approved depository with the Office of the United States Trustee during the pendency of this chapter 11 case, the rights of all parties are fully reserved.

11. Notwithstanding the relief granted herein and any actions taken hereunder, nothing contained in the Motion or this Interim Order or any payment made pursuant to this Interim Order shall constitute, nor is it intended to constitute: (a) an admission as to the amount, basis, or validity of any particular claim against CCA; (b) a waiver of CCA's rights to dispute any particular claim on any grounds; (c) a promise or requirement to pay any particular claim; (d) an implication or admission that any particular claim is of a type specified or defined in the Motion; (e) a request or authorization to assume any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) an admission relating to any lien, security interest or other encumbrance on property of CCA's estate; or (g) a waiver or limitation of any of CCA's rights under the Bankruptcy Code or other applicable law.

12. Under the circumstances of this chapter 11 case, notice of the Motion is adequate, and the notice requirements of Bankruptcy Rule 6004(a) and the Local Rules are satisfied by such notice.

13. Any party may move for modification of this Order in accordance with Local Rule 9013-5(e).

14. A copy of this Interim Order shall be served on all required parties pursuant to Local Rule 9013-5(f).

Debtor: CCA Construction, Inc.

Case No.: 24-\_\_\_\_\_ (\_\_\_)

Caption of Order: Interim Order (I) Authorizing the Debtor to (A) Continue to Use its Bank Accounts and Maintain Existing Business Forms, (B) Honor Certain Prepetition Obligations Related Thereto, and (C) Continue to Perform Intercompany Transactions, and (II) Granting Related Relief

---

15. The requirement set forth in Local Rule 9013-1(a)(3) that any motion be accompanied by a memorandum of law is hereby satisfied by the contents of the Motion or otherwise waived.

16. The requirements set forth in Bankruptcy Rule 6003(b) have been satisfied.

17. Notwithstanding any applicability of Bankruptcy Rule 6004(h), this Interim Order shall be immediately effective and enforceable upon its entry.

18. CCA is authorized and empowered to take all actions as may be necessary and appropriate to implement the terms of this Interim Order.

19. This Court shall retain jurisdiction to hear and determine all matters arising from or relating to the interpretation, implementation, or enforcement of this Interim Order.

**EXHIBIT 1**

<b>Debtor</b>	<b>Bank</b>	<b>Account Description</b>	<b>Last 4 Digits of Account No.</b>
CCA Construction, Inc.	HSBC Bank USA, N.A.	Operating Account	3538
CCA Construction, Inc.	HSBC Bank USA, N.A.	Payroll Account	4584
CCA Construction, Inc.	HSBC Bank USA, N.A.	Interest Earning Account	1310

**EXHIBIT B**

**Final Order**

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

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

**DEBEVOISE & PLIMPTON LLP**

M. Natasha Labovitz (*pro hac vice* pending)

Sidney P. Levinson (*pro hac vice* pending)

Elie J. Worenklein

Shefit Koboci (*pro hac vice* pending)

66 Hudson Boulevard

New York, NY 10001

Telephone: (212) 909-6000

Facsimile: (212) 909-6836

nlabovitz@debevoise.com

slevinson@debevoise.com

eworenklein@debevoise.com

skoboci@debevoise.com

**COLE SCHOTZ P.C.**

Michael D. Sirota

Warren A. Usatine

Felice R. Yudkin

Ryan T. Jareck

Court Plaza North, 25 Main Street

Hackensack, NJ 07601

Telephone: (201) 489-3000

Facsimile: (201) 489-1536

msirota@coleschotz.com

wusatine@coleschotz.com

fyudkin@coleschotz.com

rjareck@coleschotz.com

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

In re:

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

Debtor.

Case No. 24-\_\_\_\_ (\_\_\_\_)

Chapter 11

Judge:

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

Debtor: CCA Construction, Inc.

Case No.: 24-\_\_\_\_\_ (\_\_\_\_)

Caption of Order: Final Order (I) Authorizing the Debtor to (A) Continue to Use its Bank Accounts and Maintain Existing Business Forms, (B) Honor Certain Prepetition Obligations Related Thereto, and (C) Continue to Perform Intercompany Transactions, and (II) Granting Related Relief

---

**FINAL ORDER (I) AUTHORIZING THE DEBTOR TO  
(A) CONTINUE TO USE ITS BANK ACCOUNTS AND MAINTAIN  
EXISTING BUSINESS FORMS, (B) HONOR CERTAIN PREPETITION  
OBLIGATIONS RELATED THERETO, AND (C) CONTINUE TO PERFORM  
INTERCOMPANY TRANSACTIONS, AND (II) GRANTING RELATED RELIEF**

The relief set forth on the following pages, numbered two (2) through seven (7), is  
**ORDERED.**



Debtor: CCA Construction, Inc.

Case No.: 24-\_\_\_\_\_ (\_\_\_\_)

Caption of Order: Final Order (I) Authorizing the Debtor to (A) Continue to Use its Bank Accounts and Maintain Existing Business Forms, (B) Honor Certain Prepetition Obligations Related Thereto, and (C) Continue to Perform Intercompany Transactions, and (II) Granting Related Relief

---

Upon CCA's motion filed on the Petition Date [Docket No. \_\_\_\_\_] (the "**Motion**")<sup>2</sup> pursuant to sections 105(a), 345, 363, 1107 and 1108 of the Bankruptcy Code, for entry of an order (i) authorizing CCA to (a) continue to use its Bank Account and maintain existing business forms, (b) honor certain prepetition obligations related thereto, and (c) continue to perform intercompany transactions, whether relating to the prepetition or postpetition period, in the ordinary course of business, and (ii) granting related relief, all as more fully set forth in the Motion; and upon consideration of the First Day Declarations; and the Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334 and the *Standing Order of Reference to the Bankruptcy Court Under Title 11* of the United States District Court for the District of New Jersey, entered July 23, 1984, and amended on September 18, 2012 (Simandle, C.J.); and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that CCA's notice of the Motion was appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court; and this Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein and that such relief is in the best interests of CCA, its estate, its creditors, and all parties in interest, and is necessary to avoid immediate and irreparable harm to CCA and

---

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

Debtor: CCA Construction, Inc.

Case No.: 24-\_\_\_\_\_ (\_\_\_\_)

Caption of Order: Final Order (I) Authorizing the Debtor to (A) Continue to Use its Bank Accounts and Maintain Existing Business Forms, (B) Honor Certain Prepetition Obligations Related Thereto, and (C) Continue to Perform Intercompany Transactions, and (II) Granting Related Relief

---

its estate; and upon all of the proceedings had before the Court and after due deliberation and sufficient cause appearing therefor IT IS HEREBY ORDERED THAT:

1. The Motion is granted on a final basis as set forth herein.
2. CCA is authorized pursuant to sections 363(c) and 105(a) of the Bankruptcy Code, to (a) continue to manage its cash in its Bank Accounts in the same manner as prior to the Petition Date, (b) collect, concentrate, and disburse cash in the ordinary course of business, and (c) make ordinary course changes to its Bank Accounts, including opening and closing bank accounts (provided that any new bank account opened by CCA is (i) with a bank that is insured with the FDIC and (ii) designated as an authorized depository by the Office of the United States Trustee for Region 3). CCA shall provide the U.S. Trustee and any statutory committee appointed in this case with not less than three business days' notice prior to making any material changes to its Bank Accounts. CCA shall give notice to the U.S. Trustee within five days after opening any new bank account or closing any existing bank account. The U.S. Trustee and any statutory committee appointed in this chapter 11 case will have 14 days (or until such later date as may be extended by the Court or agreed to between CCA, the U.S. Trustee or any statutory committee appointed in this case) from receipt of such notice to file any objection with regard to the opening or closing of a bank account. Any new debtor in possession bank account must bear the designation "Debtor in Possession" and be designed as "Debtor in Possession" accounts with the case number.

3. CCA is further authorized, on the terms set forth in this Final Order to (a) designate, maintain, and continue to use its existing Bank Accounts, in the names and with

Debtor: CCA Construction, Inc.

Case No.: 24-\_\_\_\_\_ (\_\_\_\_)

Caption of Order: Final Order (I) Authorizing the Debtor to (A) Continue to Use its Bank Accounts and Maintain Existing Business Forms, (B) Honor Certain Prepetition Obligations Related Thereto, and (C) Continue to Perform Intercompany Transactions, and (II) Granting Related Relief

---

the account numbers existing immediately before the Petition Date, (b) deposit funds in, and withdraw funds from, such Bank Accounts by all usual means, including checks, wire transfers, automated clearing house transfers, and other debits, and (c) pay any Bank Fees or other charges associated with the Bank Accounts, whether arising before or after the Petition Date

4. CCA is authorized to continue to use, in their present form, all preprinted correspondence and business forms (including letterhead, checks, purchase orders and invoices) without reference to its status as a debtor in possession; *provided, however*, that once CCA's existing checks have been used, CCA shall, when reordering checks, require the designation "Debtor in Possession" and the corresponding bankruptcy case number on all checks.

5. To the extent required, CCA is authorized, pursuant to section 363(c) of the Bankruptcy Code, to continue the Shared Services Program and to perform under and honor Intercompany Transactions, whether arising under or relating to the prepetition or postpetition period, in the ordinary course of business and pursuant to the terms of the applicable Shared Services Agreements, so long as such Intercompany Transactions are materially consistent with CCA's operation of its business in the ordinary course during the prepetition period.

6. CCA shall maintain accurate and detailed records of all transfers, including but not limited to Intercompany Transactions, so that all transactions may be readily ascertained, traced, recorded properly, and distinguished between prepetition and post-petition transactions.

7. CCA is authorized to issue postpetition checks or to effect postpetition fund transfer requests in replacement of any checks or fund transfer requests that are dishonored or rejected as a consequence of the commencement of CCA's chapter 11 case with respect to

Debtor: CCA Construction, Inc.

Case No.: 24-\_\_\_\_\_ (\_\_\_\_)

Caption of Order: Final Order (I) Authorizing the Debtor to (A) Continue to Use its Bank Accounts and Maintain Existing Business Forms, (B) Honor Certain Prepetition Obligations Related Thereto, and (C) Continue to Perform Intercompany Transactions, and (II) Granting Related Relief

---

prepetition amounts owed in connection with the relief granted herein, provided that CCA shall only instruct or request HSBC to pay or honor any check, draft or other payment as authorized by an order of the Court.

8. Notwithstanding anything in this Order to the contrary, in the event HSBC Bank USA, N.A. ceases to be an approved depository with the Office of the United States Trustee during the pendency of this chapter 11 case, the rights of all parties are fully reserved.

9. Notwithstanding the relief granted herein and any actions taken hereunder, nothing contained in the Motion or this Final Order or any payment made pursuant to this Final Order shall constitute, nor is it intended to constitute: (a) an admission as to the amount, basis, or validity of any particular claim against CCA; (b) a waiver of CCA's rights to dispute any particular claim on any grounds; (c) a promise or requirement to pay any particular claim; (d) an implication or admission that any particular claim is of a type specified or defined in the Motion; (e) a request or authorization to assume any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) an admission relating to any lien, security interest or other encumbrance on property of CCA's estate; or (g) a waiver or limitation of any of CCA's rights under the Bankruptcy Code or other applicable law.

10. Under the circumstances of this chapter 11 case, notice of the Motion is adequate, and the notice requirements of Bankruptcy Rule 6004(a) and the Local Rules are satisfied by such notice.

11. A copy of this Final Order shall be served on all required parties pursuant to Local Rule 9013-5(f).

Debtor: CCA Construction, Inc.

Case No.: 24-\_\_\_\_\_ (\_\_\_\_)

Caption of Order: Final Order (I) Authorizing the Debtor to (A) Continue to Use its Bank Accounts and Maintain Existing Business Forms, (B) Honor Certain Prepetition Obligations Related Thereto, and (C) Continue to Perform Intercompany Transactions, and (II) Granting Related Relief

---

12. The requirement set forth in Local Rule 9013-1(a)(3) that any motion be accompanied by a memorandum of law is hereby satisfied by the contents of the Motion or otherwise waived.

13. The requirements set forth in Bankruptcy Rule 6003(b) have been satisfied.

14. Notwithstanding any applicability of Bankruptcy Rule 6004(h), this Final Order shall be immediately effective and enforceable upon its entry.

15. CCA is authorized and empowered to take all actions as may be necessary and appropriate to implement the terms of this Final Order.

16. This Court shall retain jurisdiction to hear and determine all matters arising from or relating to the interpretation, implementation, or enforcement of this Final Order.