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*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.,¹

Debtor.

Chapter 11

Case No. 24-_____ (____)

**DEBTOR'S MOTION FOR ENTRY OF INTERIM AND
FINAL ORDERS (I) AUTHORIZING THE DEBTOR TO (A) CONTINUE ITS
PREPETITION INSURANCE PROGRAMS AND (B) PAY ALL PREPETITION
OBLIGATIONS RELATED THERETO, 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:

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



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 its prepetition Insurance Programs (as defined below) in the ordinary course of business, including CCA’s practice of renewing, supplementing, and entering into new insurance policies, and (b) pay all prepetition obligations in respect of these programs, including premiums, deductibles, retrospective adjustments, administrative fees, broker’s fees, and other costs relating thereto, 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 entry of an order approving the relief requested herein on a final basis.

Jurisdiction and Venue

2. The 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), 363(b), 363(c), 1107(a), 1108, and 1112(b)(4)(C) 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 9013-1 and 9013-5 of the Local Bankruptcy Rules 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**”). In particular, 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**”),² which are filed contemporaneously herewith and incorporated herein by reference.

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

The Insurance Programs and Related Obligations

8. In the ordinary course of business, CCA maintains insurance policies and related agreements (collectively, the “**Insurance Programs**”) with multiple third-party insurance carriers. The Insurance Programs include the insurance policies listed on **Exhibit C** attached hereto, which provide coverage for, among other things, general commercial liability, directors’ and officers’ liability, employment practices liability, property liability, contractor’s professional services liability, contractor’s pollution liability, automobile, cyber security, and crime & fidelity. CCA believes that the Insurance Programs are typical in size and amount for businesses in CCA’s industry.³

9. The Insurance Programs are essential to the preservation of the business, properties and assets of CCA and the CCA Group. In fact, in many instances, coverage provided by the Insurance Programs is required by the regulations, laws, or contracts that govern the CCA Group’s commercial activities. To prevent any disruption of the Insurance Programs and related harm to the business operations of the CCA Group, CCA seeks authority to continue the Insurance Programs in the ordinary course of business and to pay all prepetition obligations under the Insurance Programs, including the obligations described herein.

I. Premiums

10. The Insurance Programs are generally one year in length and renew at different times throughout the year. CCA pays premiums to maintain the Insurance Programs, along with

³ The insurance policies listed on **Exhibit C** include policies that have been issued to provide coverage to both CCA and its affiliates. In addition to the policies identified on **Exhibit C** to this motion, CCA maintains numerous insurance policies with respect to, among other things, workers’ compensation, employee medical, dental, disability and life insurance benefits. These policies are addressed in the *Debtor’s Motion for Entry of Interim and Final Orders (I) Authorizing the Debtor to Pay and Honor Certain Prepetition Wages, Benefits and Other Obligations, and (II) Granting Related Relief* filed concurrently herewith. Although **Exhibit C** is intended to be comprehensive, CCA requests that the relief sought in this motion apply regardless of whether an insurance policy is listed on **Exhibit C**. This motion does not seek any relief with respect to surety bonds.

broker or advisor fees, taxes, and commissions (unless otherwise paid by an affiliate in accordance with the applicable insurance policy). These payments are made by CCA on different schedules, depending on the applicable Insurance Program, either in lump-sum payments or in monthly or quarterly installments. Each premium is paid in cash or by wire; CCA has no premium financing agreements. For the current coverage periods (which for most policies run from May through April), CCA has paid premiums and related costs totaling approximately \$3,556,000 in the aggregate. It is possible, however, for the premium amounts to change, as the Insurance Programs are subject to regular audits that may result in an adjustment to the premiums owed on account thereof. At this time, CCA is subject to a few pending audits and premium adjustments, including on its automobile liability policy, and property policy.

11. As of the Petition Date, and subject to the audits referenced above, CCA owes approximately \$305,000 on account of premiums and related fees and costs that were recently invoiced, of which \$191,000 is all expected to come due within the first 30 days of this chapter 11 case.

II. Deductibles and Third-Party Administrator Fees

12. Some of the Insurance Programs require CCA to pay a per-occurrence deductible. If a claim is made against an Insurance Program, the applicable insurance carrier will administer the claim and make payments in connection therewith in accordance with the terms of the program, and the insurance carrier will have a reimbursement claim against CCA in the amount of the deductible.

13. Depending on the type of claim and the applicable insurance policy, CCA must ultimately pay up to the applicable deductible threshold for each successful or settled claim against the particular Insurance Program.

14. As of the Petition Date, CCA believes that it does not owe any deductibles on account of prepetition claims under the Insurance Programs. Going forward, however, CCA will need to continue to pay the deductibles in the ordinary course of business (should they arise) to preserve coverage under the Insurance Programs. Because the amount of the deductibles varies from month to month, the monthly (or aggregate) liability on account of the deductibles during this chapter 11 case cannot be ascertained at this time. Historically, the average monthly deductible payment has been approximately \$50,000.

15. CCA uses Helmsman Management Services, LLC as a third-party administrator (the “**Third Party Administrator**”) to assist in the processing and reimbursement of claims within the deductibles under certain of the Insurance Programs. As of the Petition Date, CCA does not owe any fees to the Third-Party Administrator.

III. Insurance Broker

16. CCA uses USI Insurance Services (the “**Insurance Broker**”) as its insurance agent and broker for certain of the Insurance Programs. The Insurance Broker has substantial familiarity with CCA’s business and assists CCA with, among other things, the procurement, negotiation, and evaluation of policies for the Insurance Programs. Additionally, the Insurance Broker assists CCA with managing claims submitted under certain of the Insurance Programs.

17. In exchange for services rendered, CCA pays the Insurance Broker certain commissions, which are earned by the Insurance Broker and included in the premiums for the Insurance Programs.

18. As of the Petition Date, CCA owes the Insurance Broker approximately \$21,150 on account of commissions, which will become due within 30 days after the Petition Date. As noted above, these commissions are included in the premiums for the Insurance Programs

described in paragraph 11 above. CCA believes that continuation of the Insurance Broker's services is necessary to ensure CCA's ability to maintain the Insurance Programs on advantageous terms at competitive rates, administer insurance-related claims on a postpetition basis, and ensure adequate protection of CCA's property postpetition.

Basis for Relief

I. The Bankruptcy Code Requires CCA to Maintain Insurance Coverage and Satisfy its Obligations

19. The Insurance Programs provide a comprehensive range of protection for the CCA Group's business, assets, and stakeholders, and are necessary for the CCA Group to conduct its business operations during this chapter 11 case in accordance with the Bankruptcy Code and guidelines established for debtors in possession.

20. Under section 1112(b)(4)(C) of the Bankruptcy Code, "failure [of a debtor] to maintain appropriate insurance [where such failure] poses a risk to the estate or to the public" is "cause" for mandatory conversion or dismissal of a chapter 11 case. 11 U.S.C. § 1112(b)(4)(C). Therefore, to ensure that CCA complies with section 1112(b)(4)(C) of the Bankruptcy Code, CCA should be authorized to continue the Insurance Programs and to honor all obligations under such programs.

II. Continuing the Insurance Programs is in the Ordinary Course of CCA's Business

21. Maintaining the Insurance Programs, including CCA's practice of maintaining, renewing, supplementing, and entering into new insurance policies, is in the ordinary course of CCA's business and is permitted under the Bankruptcy Code.

22. Section 363(c)(1) of the Bankruptcy Code authorizes a debtor in possession operating its business pursuant to sections 1107(a) and 1108 of the Bankruptcy Code to use property of the estate in the ordinary course of business without notice or hearing. 11 U.S.C.

§ 363(c)(1). The purpose of section 363(c)(1) is to provide a debtor with the flexibility to engage in the ordinary transactions required to operate its business without unneeded oversight by its creditors or the court. *Med. Malpractice Ins. Ass'n v. Hirsch (In re Lavigne)*, 114 F.3d 379, 384 (2d Cir. 1997). *See also In re Dana Corp.*, 358 B.R. 567, 580 (Bankr. S.D.N.Y. 2006) (“The Bankruptcy Code is designed to allow a debtor-in-possession the flexibility to engage in ordinary transactions without unneeded oversight by creditors or the court, while at the same time giving creditors an opportunity to contest those transactions that are not ordinary.”).

23. CCA submits that it should be permitted to continue and perform its obligations under the Insurance Programs in the ordinary course of business. The Insurance Programs are essential to the CCA Group’s business operations. In addition, competitors in CCA’s lines of business would be expected to maintain similar programs. Further, CCA is required to maintain certain coverage under the Insurance Programs under the Bankruptcy Code, the U.S. Trustee Guidelines, and other statutes, regulations, or contracts. Therefore, continuation of such programs in the ordinary course of business is warranted and will provide certainty to CCA’s insurance carriers and other stakeholders.

III. Payment of Prepetition Obligations under the Insurance Programs is a Sound Exercise of CCA’s Business Judgment and Should be Authorized under the Bankruptcy Code and the Doctrine of Necessity

24. To the extent that continuation of the Insurance Programs involves the payment of prepetition claims, approval to do so is supported by several provisions of the Bankruptcy Code that authorize a debtor to pay or honor prepetition obligations in certain circumstances, especially where necessary to preserve a debtor’s ongoing business operations.

25. First, section 363 of the Bankruptcy Code provides, in relevant part, that “[t]he [debtor], after notice and a hearing, may use, sell, or lease, other than in the ordinary course of business, property of the estate.” 11 U.S.C. § 363(b)(1). Courts have relied upon section 363(b)

to authorize the payment of certain prepetition claims. *See, e.g., In re Ionosphere Clubs, Inc.*, 98 B.R. 174, 175 (Bankr. S.D.N.Y. 1989) (referring to the court’s earlier order authorizing payment of prepetition wages pursuant to section 363(b) of the Bankruptcy Code); *Armstrong World Indus., Inc. v. James A. Phillips, Inc. (In re James A. Phillips, Inc.)*, 29 B.R. 391, 397 (S.D.N.Y. 1983) (relying on section 363 of the Bankruptcy Code to allow a contractor to pay prepetition claims of suppliers). To do so, “the debtor must articulate some business justification, other than mere appeasement of major creditors....” *In re Ionosphere Clubs*, 98 B.R. at 175; *see also Comm. of Equity Sec. Holders v. Lionel Corp. (In re Lionel Corp.)*, 722 F.2d 1063, 1071 (2d Cir. 1983). Courts in the Third Circuit have consistently declined to interfere with corporate decisions absent a showing of bad faith, self-interest, or gross negligence, and have upheld a board’s decisions as long as such decisions were made in good faith. *See In re Federal Mogul Global, Inc.*, 293 B.R. 124, 126 (D. Del. 2003) (explaining that under the business judgment standard, a court should approve a debtor’s business decision unless it was the product of bad faith or a gross abuse of discretion); *see also In re Tower Air, Inc.*, 416 F.3d 229, 238 (3d Cir. 2005) (stating that “[o]vercoming the presumptions of the business judgment rule on the merits is a near-Herculean task”).

26. In addition, sections 1107(a) and 1108 of the Bankruptcy Code authorize a debtor in possession to continue to operate its business. 11 U.S.C. §§ 1107(a), 1108. Indeed, a debtor in possession operating a business under section 1108 of the Bankruptcy Code has a duty to “protect and preserve the estate, including an operating business’s going-concern value.” *In re CoServ, L.L.C.*, 273 B.R. 487, 497 (Bankr. N.D. Tex. 2002). The CoServ court specifically noted that “[t]here are occasions when this duty can only be fulfilled by the preplan satisfaction of a prepetition claim.” *Id.*

27. To supplement these provisions, section 105(a) of the Bankruptcy Code empowers the Court 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(a). Numerous courts in this and other jurisdictions have recognized that payments to prepetition creditors are appropriate pursuant to section 105(a) of the Bankruptcy Code under the “doctrine of necessity” or the “necessity of payment” rule where such payments are necessary to the continued operation of the debtor’s business. *See, e.g., In re Lehigh & New Eng. Ry. Co.*, 657 F.2d 570, 581 (3d Cir. 1981) (holding that if “payment of a claim which arose prior to reorganization is essential to the continued operation of the [business] during reorganization, payment may be authorized even if it is made out of [the] corpus”); *In re Just for Feet, Inc.*, 242 B.R. 821, 825 (D. Del. 1999) (holding that section 105(a) of the Bankruptcy Code provides a statutory basis for payment of prepetition claims under the doctrine of necessity and noting that “[t]he Supreme Court, the Third Circuit and the District of Delaware all recognize the court’s power to authorize payment of pre-petition claims when such payment is necessary for the debtor’s survival during chapter 11.”); *In re Columbia Gas Sys., Inc.*, 171 B.R. 189, 191–92 (Bankr. D. Del. 1994) (confirming that the doctrine of necessity is standard for enabling a court to authorize payment of prepetition claims prior to confirmation of a reorganization plan). As one court noted:

a Bankruptcy Court [may] authorize the payment of pre-petition debt when such payment is needed to facilitate the rehabilitation of the debtor. This is commonly referred to as either the “doctrine of necessity” or the “necessity of payment” rule, which recognizes the existence of the judicial power to authorize a debtor in a reorganization case to pay pre-petition claims where such payment is essential to the continued operation of the debtor.

GLM DFW, Inc. v. Windstream Holdings, Inc. (In re Windstream Holdings, Inc.), 614 B.R. 441, 456-57 (S.D.N.Y. 2020) (internal citations omitted).

28. Here, there is sufficient basis to authorize CCA to pay prepetition obligations related to the Insurance Programs. The failure to timely pay any prepetition premiums, deductibles, brokerage fees, or related expenses under the Insurance Programs may harm CCA's estate in a number of ways, including by raising costs or inhibiting operations of the Non-Debtor Subsidiaries, which are CCA's primary assets. Specifically, CCA's insurance carriers may refuse to renew the Insurance Programs, which would require CCA to obtain replacement programs. Such a scenario would require the commitment of significant resources and could result in less favorable coverage or terms than the current programs. Additionally, a lapse in any of the Insurance Programs without renewal could result in the loss of licenses or good standing to conduct business in states that require the Non-Debtor Subsidiaries to maintain certain levels of insurance coverage. Lastly, the insurance carriers may attempt to terminate the Insurance Programs, which could threaten the Non-Debtor Subsidiaries' operations during the chapter 11 case. Any or all of these consequences would be seriously harmful to CCA's stakeholders and restructuring efforts by exposing the CCA Group to higher costs and an increased risk of loss.

29. The Court should also authorize CCA to continue paying the Insurance Broker or Third-Party Administrator and fees owed prepetition with respect to the Insurance Program in the ordinary course of business. The Insurance Broker and Third-Party Administrator are intimately familiar with the Insurance Programs. Payment of any outstanding brokerage fees is necessary for CCA to continue to secure the Insurance Programs through the Insurance Broker at competitive rates and continue to obtain the services of the Third-Party Administrator. CCA believes that any loss or interruption to the services provided by the Insurance Broker or Third-Party Administrator could result in a costly disruption to CCA's administration of its chapter 11 case.

30. Courts in this district have frequently granted similar requests for relief. *See, e.g., In re Bowflex Inc.*, No. 24-12364 (ABA) (Bankr. D.N.J. March 28, 2024) (authorizing debtors to continue their insurance policies on a final basis); *In re Cyxtera Techs., Inc.*, No. 23-14853 (JKS) (Bankr. D.N.J. June 29, 2023) (same); *In re David's Bridal, LLC*, No. 23-13131 (CMG) (Bankr. D.N.J. May 18, 2023) (same); *In re Bed Bath & Beyond Inc.*, No. 23-13359 (VFP) (Bankr. D.N.J. May 17, 2023) (same); *In re BlockFi Inc.*, No. 22-19361 (MBK) (Bankr. D.N.J. Jan. 18, 2022) (same).⁴

**Cause Exists to Authorize Financial
Institutions to Honor and Process Checks and Transfers**

31. Due to the commencement of the chapter 11 case, and in the absence of an order of the Court providing otherwise, CCA's checks, wire transfers, direct deposit transfers, and electronic fund transfers in respect of the obligations sought to be paid by this motion may be dishonored or rejected by financial institutions. CCA has sufficient funds to pay the amounts described herein in the ordinary course of business by virtue of its debtor-in-possession financing. Under CCA's accounting and cash management system, CCA can readily identify checks or transfers relating to an authorized payment. Accordingly, CCA believes that prepetition checks and transfers other than those relating to authorized payments will not be honored inadvertently. CCA submits that any financial institution should be authorized to rely on the representations of CCA with respect to whether any check drawn or transfer request issued by CCA before the Petition Date should be honored pursuant to this motion, and this Court should authorize all applicable financial institutions, when requested by CCA, to receive,

⁴ Because of the voluminous nature of the orders cited herein, such orders have not been attached to this motion. Copies of these orders are available upon request to CCA's proposed counsel.

process, honor, and pay any and all checks or wire transfer requests in respect of the relief requested herein.

The Debtor Has Satisfied Bankruptcy Rule 6003(b)

32. 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 the debtor’s future as a going concern.

33. As set forth in this motion and 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 interim 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 interim relief during the first 21 days of the chapter 11 case would severely disrupt CCA’s operations at this critical juncture. The requested interim 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 interim relief requested.

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

34. 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 has established cause to exclude such relief from the 14-day stay period under Bankruptcy

Rule 6004(h). As described above, the relief requested 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

35. 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

36. 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

37. 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) the insurance carriers set forth on **Exhibit C**;

and (f) 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

38. 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

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Proposed Co-Counsel for the Debtor and Debtor in Possession

EXHIBIT A

Proposed Interim Order

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

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

DEBEVOISE & PLIMPTON LLP

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Proposed Co-Counsel to the Debtor and Debtor in Possession

In re:

CCA Construction, Inc.,¹

Debtor.

Case No. 24-____ (____)

Chapter 11

Judge:

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

Debtor: CCA Construction, Inc.

Case No.: 24-_____ (____)

Caption of Order: Interim Order (I) Authorizing the Debtor to (A) Continue its
Prepetition Insurance Programs and (B) Pay All Prepetition
Obligations Related Thereto, and (II) Granting Related Relief

**INTERIM ORDER (I) AUTHORIZING
THE DEBTOR TO (A) CONTINUE ITS PREPETITION
INSURANCE PROGRAMS AND (B) PAY ALL PREPETITION
OBLIGATIONS RELATED THERETO, 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: Interim Order (I) Authorizing the Debtor to (A) Continue its
Prepetition Insurance Programs and (B) Pay All Prepetition
Obligations Related Thereto, and (II) Granting Related Relief

Upon CCA's motion filed on the Petition Date [Docket No. ____] (the "**Motion**")² pursuant to sections 105(a), 363(b), 363(c), 1107(a), 1108 and 1112(b)(4)(C) of the Bankruptcy Code and rules 2002, 6003 and 6004 of the Federal Rules of Bankruptcy Procedure, for entry of this Interim Order (i) authorizing CCA to (a) continue the Insurance Programs in the ordinary course of business and (b) pay all prepetition obligations relating to such programs, 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 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* 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 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 an interim basis as set forth herein.

² 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 its
Prepetition Insurance Programs and (B) Pay All Prepetition
Obligations Related Thereto, and (II) Granting Related Relief

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 Rory B. Heller), 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, but not directed, to continue the Insurance Programs in the ordinary course of business and to take all appropriate actions in connection therewith, including revising, renewing, replacing or obtaining new insurance policies under such programs in the ordinary course of business.

4. CCA is further authorized, in its sole discretion, to pay all obligations relating to the Insurance Programs, including premiums, deductibles, retrospective adjustments, administrative fees, and fees owing to the Insurance Broker and Third Party Administrator, whether such obligations (a) were due and payable or related to the period before the Petition Date, or (b) are or become due and payable or related to the period after the Petition Date, in each instance without further order of the Court.

Debtor: CCA Construction, Inc.

Case No.: 24-_____ (____)

Caption of Order: Interim Order (I) Authorizing the Debtor to (A) Continue its Prepetition Insurance Programs and (B) Pay All Prepetition Obligations Related Thereto, and (II) Granting Related Relief

5. Nothing in this Interim Order authorizes CCA to accelerate any payment not otherwise due prior to the date of the Final Hearing.

6. To the extent that any insurance policies under the Insurance Programs or any related obligation, contract, or agreement are deemed an executory contract within the meaning of section 365 of the Bankruptcy Code, neither this Interim Order nor any payments made in accordance with this Interim Order shall constitute the postpetition assumption of any such insurance policies or any related obligation, contract, or agreement pursuant to section 365 of the Bankruptcy Code.

7. All applicable banks and financial institutions are authorized, when requested by CCA, to receive, process, honor, and pay any and all checks or electronic payment requests when presented for payment from CCA's accounts to the extent of available funds, whether those checks or requests were presented or initiated before or after the Petition Date, and all such banks and financial institutions are authorized to rely on CCA's designation of any particular check or electronic payment request as approved by this Interim Order.

8. CCA is authorized to issue postpetition checks or to effect postpetition fund transfer requests in replacement of any checks or fund transfer requests in respect of obligations under the Insurance Programs dishonored or rejected as a consequence of the commencement of CCA's chapter 11 case.

9. 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

Debtor: CCA Construction, Inc.

Case No.: 24-_____ (____)

Caption of Order: Interim Order (I) Authorizing the Debtor to (A) Continue its
Prepetition Insurance Programs and (B) Pay All Prepetition
Obligations Related Thereto, and (II) Granting Related Relief

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. To the extent CCA subsequently becomes aware of additional insurance policies
that have not previously been disclosed, or to the extent CCA enters into new insurance policies
under the Insurance Programs or renews any insurance policies, CCA shall disclose these
policies and programs to the U.S. Trustee and the professional advisors to any statutory
committee appointed in this chapter 11 case.

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

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

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

14. 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.

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

Debtor: CCA Construction, Inc.

Case No.: 24-_____ (____)

Caption of Order: Interim Order (I) Authorizing the Debtor to (A) Continue its
Prepetition Insurance Programs and (B) Pay All Prepetition
Obligations Related Thereto, and (II) Granting Related Relief

16. A copy of this Interim Order shall be served on all required parties pursuant to Local Rule 9013-5(f) within two business days after the entry of the Interim Order.

17. 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.

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

EXHIBIT B

Proposed Final Order

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

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

DEBEVOISE & PLIMPTON LLP

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Proposed Co-Counsel to the Debtor and Debtor in Possession

In re:

CCA Construction, Inc.,¹

Debtor.

Case No. 24-____ (____)

Chapter 11

Judge:

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

Debtor: CCA Construction, Inc.

Case No.: 24-_____ (____)

Caption of Order: Final Order (I) Authorizing the Debtor to (A) Continue its
Prepetition Insurance Programs and (B) Pay All Prepetition
Obligations Related Thereto, and (II) Granting Related Relief

**FINAL ORDER(I) AUTHORIZING THE
DEBTOR TO (A) CONTINUE ITS PREPETITION INSURANCE
PROGRAMS AND (B) PAY ALL PREPETITION OBLIGATIONS
RELATED THERETO, AND (II) GRANTING RELATED RELIEF**

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

Debtor: CCA Construction, Inc.

Case No.: 24-_____ (____)

Caption of Order: Final Order (I) Authorizing the Debtor to (A) Continue its
Prepetition Insurance Programs and (B) Pay All Prepetition
Obligations Related Thereto, and (II) Granting Related Relief

Upon CCA's motion filed on the Petition Date [Docket No. _____] (the "**Motion**")² pursuant to sections 105(a), 363(b), 363(c), 1107(a), 1108 and 1112(b)(4)(C) of the Bankruptcy Code and rules 2002, 6003 and 6004 of the Federal Rules of Bankruptcy Procedure, for entry of this Final Order (i) authorizing CCA to (a) continue the Insurance Programs in the ordinary course of business and (b) pay all prepetition obligations relating to such programs, 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 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* 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 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 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 its Prepetition Insurance Programs and (B) Pay All Prepetition Obligations Related Thereto, and (II) Granting Related Relief

2. CCA is authorized, but not directed, to continue the Insurance Programs in the ordinary course of business and to take all appropriate actions in connection therewith, including revising, renewing, replacing or obtaining new insurance policies under such programs in the ordinary course of business.

3. CCA is further authorized, in its sole discretion, to pay all obligations relating to the Insurance Programs, including premiums, deductibles, retrospective adjustments, administrative fees, and fees owing to the Insurance Broker and Third Party Administrator, whether such obligations (a) were due and payable or related to the period before the Petition Date, or (b) are or become due and payable or related to the period after the Petition Date, in each instance without further order of the Court.

4. All applicable banks and financial institutions are authorized, when requested by CCA, to receive, process, honor, and pay any and all checks or electronic payment requests when presented for payment from CCA's accounts to the extent of available funds, whether those checks or requests were presented or initiated before or after the Petition Date, and all such banks and financial institutions are authorized to rely on CCA's designation of any particular check or electronic payment request as approved by this Final Order.

5. CCA is authorized to issue postpetition checks or to effect postpetition fund transfer requests in replacement of any checks or fund transfer requests in respect of obligations under the Insurance Programs dishonored or rejected as a consequence of the commencement of CCA's chapter 11 case.

6. To the extent CCA subsequently becomes aware of additional insurance policies that have not previously been disclosed, or to the extent CCA enters into new insurance policies

Debtor: CCA Construction, Inc.

Case No.: 24-_____ (____)

Caption of Order: Final Order (I) Authorizing the Debtor to (A) Continue its
Prepetition Insurance Programs and (B) Pay All Prepetition
Obligations Related Thereto, and (II) Granting Related Relief

under the Insurance Programs or renews any insurance policies, CCA shall disclose these policies and programs to the U.S. Trustee and the professional advisors to any statutory committee appointed in this chapter 11 case.

7. Nothing in this Final Order authorizes CCA to accelerate any payments not otherwise due.

8. To the extent that any insurance policies under the Insurance Programs or any related obligation, contract, or agreement are deemed an executory contract within the meaning of section 365 of the Bankruptcy Code, neither this Final Order nor any payments made in accordance with this Final Order shall constitute the postpetition assumption of any such insurance policies or any related obligation, contract, or agreement pursuant to section 365 of the Bankruptcy Code.

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.

Debtor: CCA Construction, Inc.

Case No.: 24-_____ (____)

Caption of Order: Final Order (I) Authorizing the Debtor to (A) Continue its
Prepetition Insurance Programs and (B) Pay All Prepetition
Obligations Related Thereto, and (II) Granting Related Relief

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

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

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. 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.

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

EXHIBIT C

Insurance Programs

Insurance Programs

Type of Coverage	Insurance Carrier	Policy No.	Policy Term
General Liability	Starr Indemnity and Liability Co.	1000025605241	5/1/2024-5/1/2025
Automobile Liability	Starr Indemnity and Liability Co	10000673063241	5/1/2024-5/1/2025
Excess 1st Layer	Starr Indemnity and Liability Co	1000585084241	5/1/2024-5/1/2025
Excess 2nd Layer	Navigators	NY24EXCZ05126IV	5/1/2024-5/1/2025
Excess 3rd Layer	Homesite	CXP-137294273-03	5/1/2024-5/1/2025
Excess 4th Layer	Chubb	XCQ G71804550 005	5/1/2024-5/1/2025
Excess 5th Layer	Sompo	XSC10004798611	5/1/2024-5/1/2025
Property Coverage (Building & Contents, Valuable Papers)	Travelers	QT-630-4R81892A-TIL-24	5/1/2024-5/1/2025
CPPI (Professional Liability, Protective Indemnity, Contractors Pollution Liability, Mitigation of Loss)	Berkley Assurance Company	PCAB-5023460-0524	5/1/2024-5/1/2025
Management Liability (D&O, EPL, Fiduciary Liability, Lawyers, Crime, K&R)	AIG	04-587-12-59	5/1/2024-5/1/2025
Excess D&O	ACE American Insurance Company	G4795568001	10/21/2024-5/1/2025
Excess D&O	Axis Insurance Company	P00200145387201	10/21/2024-5/1/2025
Excess D&O – Side A	Beazley Insurance Company, Inc.	V385FD240101	10/21/2024-5/1/2025
Cyber Insurance	Beazley Insurance Company	V251D5240701	5/1/2024-5/1/2025
DBL&PFL	ShelterPoint Life Insurance Company	D573016	1/1/2024-12/31/2025