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**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 APPLICATION FOR ENTRY OF AN ORDER  
AUTHORIZING THE DEBTOR TO APPOINT KURTZMAN  
CARSON CONSULTANTS, LLC DBA VERITA GLOBAL AS  
CLAIMS AND NOTICING AGENT EFFECTIVE AS OF THE PETITION DATE**

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 application:

<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 an order, substantially in the form attached hereto as **Exhibit A** (the “**Order**”), authorizing CCA to appoint Kurtzman Carson Consultants, LLC dba Verita Global (“**Verita**”) as the claims and noticing agent (the “**Claims and Noticing Agent**”) in CCA’s chapter 11 case effective as of the Petition Date pursuant to the terms and conditions of that certain services agreement between CCA and Verita, dated October 16, 2024 (the “**Services Agreement**”), a copy of which is attached to the Order as **Exhibit 1**. In support of this application, CCA submits the Declaration of Evan J. Gershbein, Executive Vice President of Verita (the “**Gershbein Declaration**”), attached hereto as **Exhibit B**.

### **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 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.). 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 application 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 section 156(c) of title 28 of the United States Code, 28 U.S.C. §§ 1–5001, section 105(a) of title 11 of the United States Code, (the “**Bankruptcy Code**”), rule 2002(f) of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”), and this Court’s *General Order Governing Chapter 11 Complex Case Procedures*, dated August 1, 2024 (the “**Chapter 11 Complex Case Procedures**”).

### **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 a 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 application is set forth in the *Declaration of Yan Wei, Chairman and CEO of the Debtor, in Support of Chapter 11 Petition and First Day Pleadings* (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.

### **Retention of Verita as Claims and Noticing Agent**

8. Although CCA has not yet filed its schedules of assets and liabilities, it anticipates that there will be significant noticing requirements during the chapter 11 case. In addition, CCA

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

has filed an application seeking designation of this case as a “Complex Case” in accordance with rule 1002-2 of the Local Bankruptcy Rules for the District of New Jersey (the “**Local Rules**”). In view of the expected needs of the chapter 11 case, and in accordance with the Chapter 11 Complex Case Procedures, CCA seeks to retain Verita as the Claims and Noticing Agent in this case.

#### **I. Verita’s Qualifications**

9. Verita is a leading chapter 11 administrator and comprises industry professionals with significant experience in both the legal and administrative aspects of large, complex chapter 11 cases. Verita has acted as official claims and noticing agent in many large bankruptcy cases in this district and others. *See, e.g., In re Thrasio Holdings, Inc.*, No. 24-11840 (CMG) (Bankr. D.N.J. Feb. 28, 2024) (authorizing employment and retention of Verita as debtors’ claims and noticing agent); *In re Invitae Corp.*, No. 24-11362 (MBK) (Bankr. D.N.J. Feb. 13, 2024) (same); *In re Cyxtera Techs., Inc.*, No. 23-14853 (JKS) (Bankr. D.N.J. June 6, 2023) (same); *In re Cloudeeva, Inc.*, No. 14-24874 (KCF) (Bankr. D.N.J. July 24, 2014) (same); *In re RIH Acquisitions NJ, LLC*, No. 13-34483 (GMB) (Bankr. D.N.J. Nov. 8, 2013) (same); and *In re Wave2Wave Comms., Inc.*, No. 12-13896 (DHS) (Bankr. D.N.J. Mar. 29, 2012) (same).

10. Appointing Verita as the Claims and Noticing Agent in this chapter 11 case will expedite the distribution of notices and the processing of claims and relieve the Office of the Clerk of the Bankruptcy Court for the District of New Jersey (the “**Clerk**”) of the administrative burden associated with these tasks. CCA submits that Verita’s rates are competitive and reasonable given Verita’s quality of services and expertise. The terms of Verita’s engagement are set forth in the Services Agreement.

## II. Scope of Services to Be Provided by Verita

11. This application pertains only to the work to be performed by Verita under the Clerk's delegation of duties as permitted by 28 U.S.C. § 156(c). Any work to be performed by Verita outside of this scope is not covered by this application or by any order of the Court granting approval hereof. In accordance with the Services Agreement, Verita will perform the following tasks in its role as Claims and Noticing Agent (the "**Claims and Noticing Services**"), as well as all quality control relating thereto:

- (a) Preparing and serving required notices and documents in this chapter 11 case in accordance with the Bankruptcy Code and the Bankruptcy Rules in the form and manner directed by CCA or the Court, including, (i) notice of the commencement of this chapter 11 case and the initial meeting of creditors under section 341(a) of the Bankruptcy Code (if any); (ii) notice of any claims bar date; (iii) notices of transfers of claims; (iv) notices of objections to claims and objections to transfers of claims; (v) notices of any hearings on a disclosure statement and confirmation of CCA's chapter 11 plan, including under Bankruptcy Rule 3017(d); (vi) notice of the effective date of any plan; and (vii) all other notices, orders, pleadings, publications, and other documents as CCA or the Court may deem necessary or appropriate for an orderly administration of this chapter 11 case;
- (b) If necessary, maintaining an official copy of CCA's schedules of assets and liabilities and statement of financial affairs (collectively, the "**Schedules**"), listing CCA's known creditors and the amounts owed thereto;
- (c) Maintaining a (i) list of all potential creditors, equity holders, and other parties in interest and (ii) "core" service list consisting of all parties described in Bankruptcy Rule 2002(i), (j), and (k), and those parties that have filed a notice of appearance pursuant to Bankruptcy Rule 9010, and updating said lists and making said lists available upon request by a party-in-interest or the Clerk;
- (d) If necessary, furnishing a notice to all potential creditors of the deadline for filing proofs of claim and a form for filing a proof of claim, after such notice and form are approved by the Court, and notifying such potential creditors of the existence, amount and classification of their respective claims as set forth in the Schedules, which may be effected by inclusion of such information (or the lack thereof, in cases where the Schedules indicate no debt due to the subject party) on a customized proof of claim form provided to potential creditors;

- (e) Maintaining a post office box or address for the purpose of receiving claims and returned mail, and processing all mail received;
- (f) For all notices, motions, orders, or other pleadings or documents served, preparing and filing, or causing to be filed, with the Clerk an affidavit or certificate of service within seven business days of service which includes:
  - (i) either a copy of the notice served or the docket number(s) and title(s) of the pleading(s) served;
  - (ii) a list of persons to whom it was served (in alphabetical order) with their mailing or email addresses as appropriate;
  - (iii) the manner of service; and
  - (iv) the date served;
- (g) Processing all proofs of claim received, including those received by the Clerk, checking said processing for accuracy, and maintaining the original proofs of claim in a secure area;
- (h) Providing an electronic interface for filing proofs of claim;
- (i) Maintaining the official claims register for CCA (the “**Claims Register**”) on behalf of the Clerk, and, upon the Clerk’s request, providing the Clerk with a certified duplicate unofficial Claims Register;
- (j) Specifying in the Claims Register the following information for each claim docketed:
  - (i) the claim number assigned;
  - (ii) the date received;
  - (iii) the name and address of the claimant and agent, if applicable, who filed the claim;
  - (iv) the amount asserted;
  - (v) the asserted classification(s) of the claim (e.g., secured, unsecured, priority, etc.);
  - (vi) the applicable Debtor; and
  - (vii) any disposition of the claim;
- (k) Providing public access to the Claims Register, including complete proofs of claim with attachments, if any, without charge;
- (l) Implementing necessary security measures to ensure the completeness and integrity of the Claims Register and the safekeeping of the original claims;
- (m) Recording all transfers of claims and providing any notices of transfers, as required by Bankruptcy Rule 3001(e);
- (n) Relocating, by messenger or overnight delivery, all of the court-filed proofs of claim to the offices of Verita, not less than weekly;
- (o) Upon completion of the docketing process for all claims received to date for each case, turning over to the Clerk copies of the Claims Register for the Clerk’s review (upon the Clerk’s request);
- (p) Monitoring the Court’s docket for all notices of appearance, address changes, and claims-related pleadings and orders filed and making necessary notations on or changes to the Claims Register and any service or

mailing lists, including to identify and eliminate duplicative names and addresses from those lists;

- (q) Assisting in the dissemination of information to the public and responding to requests for administrative information regarding this chapter 11 case as directed by CCA or the Court, including through the use of a case website or call center;
- (r) If this chapter 11 case is converted to a case under chapter 7 of the Bankruptcy Code, contacting the Clerk's office within three days of Verita receiving notice to Verita of entry of the order converting the case;
- (s) Thirty days prior to the close of this chapter 11 case, to the extent practicable, requesting that CCA submit to the Court a proposed order dismissing Verita as Claims and Noticing Agent and terminating its services in such capacity upon completion of its duties and responsibilities and upon the closing of this chapter 11 case;
- (t) Within seven days of notice to Verita of entry of an order closing this chapter 11 case, providing to the Court the final version of the Claims Register as of the date immediately before the close of the chapter 11 case; and
- (u) At the close of this chapter 11 case, boxing and transporting all original documents, in proper format, as provided by the Clerk, to (i) the Philadelphia Federal Records Center, located at 14700 Townsend Road, Philadelphia, PA 19154, or (ii) any other location requested by the Clerk.

12. The Claims Register shall be open to the public for examination without charge during regular business hours and on a case-specific website maintained by Verita.

### **III. Professional Compensation**

13. CCA respectfully requests that the undisputed fees and expenses incurred by Verita in the performance of the Claims and Noticing Services in accordance with the terms of the Services Agreement be treated as administrative expenses of CCA's chapter 11 estate pursuant to 28 U.S.C. § 156(c) and section 503(b)(1)(A) of the Bankruptcy Code and be paid in the ordinary course of business without further application to or order of the Court. Verita agrees to maintain records of all services showing dates, categories of services, fees charged, and expenses incurred, and to serve monthly invoices on CCA, counsel for CCA, the Office of the United States Trustee

for the District of New Jersey (the “**U.S. Trustee**”), counsel for any official committee, and any other party in interest who specifically requests service of the monthly invoices. If any dispute arises relating to the Services Agreement or Verita’s monthly invoices, the parties shall meet and confer in an attempt to resolve the dispute; if resolution is not achieved, the parties may seek resolution of the matter from the Court.

14. Prior to the Petition Date, CCA provided Verita a retainer in the amount of \$25,000. Verita seeks to first apply its retainer to all prepetition invoices, and thereafter, to have the retainer replenished to the original retainer amount. Thereafter, Verita seeks authorization to hold its retainer under the Services Agreement during this chapter 11 case as security for the payment of fees and expenses incurred pursuant to the Services Agreement.

15. Additionally, under the terms of the Services Agreement, CCA has agreed to indemnify, defend, and hold harmless Verita and its affiliates, members, directors, officers, employees, consultants, subcontractors and agents under certain circumstances specified in the Services Agreement, except in circumstances resulting solely from Verita’s gross negligence or willful misconduct or as otherwise provided in the Order. CCA believes that such an indemnification obligation is customary, reasonable, and necessary to retain the services of a Claims and Noticing agent in this chapter 11 case.

#### **IV. Verita’s Disinterestedness**

16. Although CCA does not propose to employ Verita under section 327 of the Bankruptcy Code pursuant to this application, Verita has nevertheless reviewed its electronic database to determine its relationships, if any, with the creditors and parties in interest identified by CCA. To the best of CCA’s knowledge, information and belief, and except as disclosed in the



Gershbein Declaration, Verita has represented that it neither holds nor represents any interest materially adverse to CCA's estate in connection with its retention as Claims and Noticing Agent.

17. Moreover, in connection with its appointment as Claims and Noticing Agent, Verita represents in the Gershbein Declaration, among other things, that:

- (a) Verita is not a creditor of CCA;
- (b) Verita is a "disinterested person" as that term is defined in section 101(14) of the Bankruptcy Code with respect to the matters upon which it is to be engaged;
- (c) Verita will not consider itself employed by the United States government and will not seek any compensation from the United States government in its capacity as the Claims and Noticing Agent in this chapter 11 case;
- (d) By accepting employment in this chapter 11 case, Verita waives any rights to receive compensation from the United States government in connection with this chapter 11 case;
- (e) In its capacity as the Claims and Noticing Agent in this chapter 11 case, Verita will not be an agent of the United States and will not act on behalf of the United States;
- (f) Verita will not employ any past or present employees of CCA in connection with its work as the Claims and Noticing Agent in this chapter 11 case;
- (g) In its capacity as the Claims and Noticing Agent in this chapter 11 case, Verita will not intentionally misrepresent any fact to any person;
- (h) Verita shall be under the supervision and control of the Clerk with respect to the receipt and recordation of claims and claim transfers;
- (i) Verita will comply with all requests of the Clerk and the guidelines promulgated by the Judicial Conference of the United States for the implementation of 28 U.S.C. § 156(c); and
- (j) None of the services provided by Verita as Claims and Noticing Agent in this chapter 11 case shall be at the expense of the Clerk's office.

18. Verita has stated that it will supplement its disclosure to the Court if any facts or circumstances are discovered that would require such additional disclosure.

**Basis for Relief**

19. Bankruptcy Rule 2002 generally regulates what notices must be given to creditors and other parties in interest in bankruptcy cases. Fed. R. Bankr. P. 2002(f). Under Bankruptcy Rule 2002(f), the Court may direct some person other than the Clerk to provide the notices required in bankruptcy cases. In addition, 28 U.S.C. § 156(c) provides that the Court is authorized to:

utilize facilities or services, either on or off the court's premises, which pertain to the provision of notices, dockets, calendars, and other administrative information to parties in cases filed under the provisions of title 11, United States Code, where the costs of such facilities or services are paid for out of the assets of the estate and are not charged to the United States.

20. Further, section 105(a) of the Bankruptcy Code authorizes the Court to "issue any order, process, or judgment that is necessary or appropriate to carry out the provisions" of the Bankruptcy Code. 11 U.S.C. § 105(a).

21. Accordingly, Bankruptcy Rule 2002, 28 U.S.C. § 156(c), and section 105 of the Bankruptcy Code empower the Court to utilize outside agents and facilities for notice and claims purposes, provided that CCA's estate bears the cost of such services.

22. Additionally, CCA has filed an application for this case to be administered as a Complex Case, and Section VII(a) of the Chapter 11 Complex Case Procedures provides that, unless the Court orders otherwise, a Claims and Noticing Agent "must be retained" by CCA.

23. CCA believes that the retention of Verita will relieve the Clerk of the administrative burden of distributing notices and processing claims in this chapter 11 case.

24. For the foregoing reasons and the reasons set forth in the Gershbein Declaration, CCA respectfully submits that the appointment of Verita as the Claims and Noticing Agent in this

case is warranted and in the best interests of CCA's estate, its creditors and other parties in interest. CCA also submits that no party in interest will be prejudiced by the granting of relief as of the Petition Date as requested in this application, because Verita has provided and continues to provide valuable services to CCA's estate since the Petition Date for the benefit of all stakeholders.

25. By separate application, CCA may seek authorization to retain and employ Verita as the administrative agent in this chapter 11 case, pursuant to section 327(a) of the Bankruptcy Code, because the administration of the chapter 11 case may require Verita to perform duties outside the scope of 28 U.S.C. § 156(c).

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

26. Bankruptcy Rule 6003(b) empowers a court to issue an order granting the use of 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.

27. As set forth in this application, CCA believes a smooth 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 CCA's operations and cause irreparable harm to it and its subsidiaries, to the detriment of all stakeholders. Furthermore, the failure to receive the requested relief during the first 21 days of the chapter 11 case could add additional administrative burdens and disrupt CCA's operations at this critical juncture. For the aforementioned reasons, appointing a Claims and Noticing Agent is vital to a smooth transition into chapter 11. 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)**

28. 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 requested by CCA is needed for a smooth transition into chapter 11 for the benefit of all stakeholders.

**Waiver of Memorandum of Law**

29. 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 application does not raise any novel issues of law.

**Notice**

30. CCA will provide notice of this application to: (a) the U.S. Trustee; (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; and (e) 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**

31. No prior request for the relief sought in this application 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 Order, substantially in the form attached hereto as **Exhibit A**, 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 Order**

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

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

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*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.

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Debtor: CCA Construction, Inc.  
Case No.: 24-\_\_\_\_\_ (\_\_\_\_)  
Caption of Order: Order Authorizing the Appointment of Kurtzman Carson Consultants, LLC dba Verita Global as Claims and Noticing Agent Effective as of the Petition Date

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**ORDER AUTHORIZING THE APPOINTMENT OF KURTZMAN  
CARSON CONSULTANTS, LLC DBA VERITA GLOBAL AS CLAIMS  
AND NOTICING AGENT EFFECTIVE AS OF THE PETITION DATE**

The relief set forth on the following pages, numbered two (2) through (9) is **ORDERED**.



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Debtor: CCA Construction, Inc.  
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Upon CCA’s application filed on the Petition Date [Docket No. \_\_\_] (the “**Application**”)<sup>2</sup> pursuant to section 156(c) of the Judicial Code, section 105(a) of the Bankruptcy Code, and Bankruptcy Rule 2020(f) for an order (this “**Order**”) authorizing the retention and appointment of Kurtzman Carson Consultants LLC dba Verita Global (“**Verita**”) as Claims and Noticing Agent to, among other things, (a) distribute required notices to parties in interest, (b) receive, maintain, docket and otherwise administer the proofs of claim filed in CCA’s chapter 11 case, and (c) provide such other Claims and Noticing Services—as required by CCA—that would fall within the purview of services to be provided by the Clerk’s office, as more fully described in the Application; and upon consideration of the Gershbein Declaration and the First Day Declarations; and the Court having jurisdiction to consider the Application 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 consideration of the Application and the relief requested being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and adequate notice of the Application and opportunity for objection having been given under the circumstances; and the Court being satisfied that Verita has the capability and experience to provide such services and that Verita does not hold an interest adverse to CCA or its estate relating to the matters upon which it is to be

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<sup>2</sup> Capitalized terms used herein but not otherwise defined herein shall have the meanings set forth in the Application.

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Debtor: CCA Construction, Inc.  
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engaged; and that the legal and factual bases set forth in the Application establish just cause for the relief granted herein; and any objections to the Application having been withdrawn or overruled on the merits; 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 Application is granted as set forth herein.
2. CCA is authorized to retain Verita as Claims and Noticing Agent, effective as to the Petition Date, pursuant to the terms of the Services Agreement, in the form attached hereto as **Exhibit 1**, and Verita is authorized and directed to perform the Claims and Noticing Services, which include, among other things, performing noticing services and receiving, maintaining, recording, and otherwise administering the proofs of claim filed in this chapter 11 case, and all related tasks, all as described in the Application.
3. Any services Verita will provide relating to CCA's schedule of assets and liabilities and statement of financial affairs shall be limited to administrative and ministerial services. CCA shall remain responsible for the content and accuracy of its schedules of assets and liabilities and statement of financial affairs.
4. Verita shall serve as the custodian of court records and shall be designated as the authorized repository for all proofs of claim filed in this chapter 11 case and is authorized and directed to maintain an official claims register for CCA and to provide the Clerk with a certified duplicate thereof upon the request of the Clerk.

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5. Verita is authorized and directed to provide public access to every proof of claim unless otherwise ordered by the Court and to obtain a post office box or address for the receipt of proofs of claim.

6. Verita is authorized to take such other action to comply with all duties set forth in the Application.

7. CCA is authorized to compensate Verita for the Claims and Noticing Services in accordance with the terms of the Services Agreement upon the receipt of reasonably detailed invoices setting forth the services provided by Verita and the rates charged for each, and to reimburse Verita for all reasonable and necessary expenses it may incur, upon the presentation of appropriate documentation, without the need for Verita to file fee applications or otherwise seek this Court's approval for the payment of compensation for its services and reimbursement of its expenses.

8. Verita shall maintain records of all services performed, showing dates, categories of services, fees charged, and expenses incurred, and shall serve monthly invoices on (a) CCA, (b) the U.S. Trustee, (c) counsel to CCA, (d) counsel to any official committee appointed in this chapter 11 case, and (e) any party in interest who specifically requests service of the monthly invoices.

9. Parties shall have ten days from receipt of the invoice to review such invoice and raise any objections, either formally through the filing of an objection with the Court or informally through a writing served on Verita, to the fees and expenses being requested by Verita. If an objection is interposed, the parties shall meet and confer in an attempt to resolve any dispute which

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may arise relating to the Services Agreement or Verita monthly invoices; provided that the parties may seek resolution of the matter from the Court if such efforts prove unsuccessful. If no objection has been raised, CCA is authorized to pay Verita the full amount of the requested fees and expenses upon expiration of the ten day review without further order of the Court. If an objection has been raised, CCA may not pay the objected to amount pending agreement of the parties or entry of an order of this Court authorizing payment.

10. Pursuant to section 503(b)(1)(A) of the Bankruptcy Code, the fees and expenses of Verita under this Order shall be an administrative expense of CCA's estate. Verita may apply its retainer to all prepetition invoices, which retainer shall be replenished to the original retainer amount and, thereafter, Verita may hold the retainer under the Services Agreement during this chapter 11 case as security for the payment of fees and expenses incurred under the Services Agreement.

11. The indemnification, contribution and reimbursement provisions in the Services Agreement are approved, subject to the following modifications, applicable during the pendency of this chapter 11 case:

- (a) Verita shall not be entitled to indemnification, contribution, or reimbursement pursuant to the Services Agreement unless the indemnification, contribution, or reimbursement is approved by the Court.
- (b) Notwithstanding anything to the contrary in the Services Agreement, CCA shall have no obligation to indemnify Verita, or provide contribution or reimbursement to Verita, for any claim or expense that is either: (i) judicially determined (that determination having become final) to have arisen from Verita's gross negligence, willful misconduct, bad faith, self-dealing, or fraud; (ii) for a contractual dispute in which CCA alleges the breach of Verita's obligations under the Services Agreement, unless the

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Debtor: CCA Construction, Inc.  
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Caption of Order: Order Authorizing the Appointment of Kurtzman Carson Consultants, LLC dba Verita Global as Claims and Noticing Agent Effective as of the Petition Date

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Court determines that indemnification, contribution, or reimbursement would be permissible pursuant to *In re United Artists Theatre Co.*, 315 F.3d 217 (3d Cir. 2003); or (iii) settled without CCA's consent prior to a judicial determination as to sub-clauses (i) or (ii) above, but determined by this Court, after notice and a hearing, to be a claim or expense for which Verita should not receive indemnity, contribution, or reimbursement under the terms of the Services Agreement, as modified by this Order.

- (c) If, before the earlier of (i) the entry of an order confirming a chapter 11 plan in this chapter 11 case (that order having become a final order no longer subject to appeal) and (ii) the entry of an order closing this chapter 11 case, Verita believes that it is entitled to the payment of any amounts by CCA on account of CCA's indemnification, contribution, or reimbursement obligations under the Services Agreement, as modified by this Order, including, the advancement of defense costs, Verita must file an application therefor in this Court, and CCA may not pay any such amounts to Verita before the entry of an order of this Court approving the payment. This subparagraph (c) is intended only to specify the period of time under which the Court shall have jurisdiction over any request for fees and expenses by Verita for indemnification, contribution, or reimbursement and not a provision limiting the duration of CCA's obligation to indemnify or make contributions or reimbursements to Verita. All parties in interest shall retain the right to object to any demand by Verita for indemnification, contribution, or reimbursement.

12. In the event Verita is unable to provide the Claims and Noticing Services, Verita will immediately notify the Clerk and CCA's counsel and, upon approval of this Court, cause to have all original proofs of claim and computer information turned over to another claims and noticing agent with the advice and consent of the Clerk and CCA's counsel.

13. Verita declares that it does not now have, nor has it ever had, any contract or agreement with XClaim Inc. or with any other party under which Verita provides, provided, or will provide exclusive access to claims data or under which Verita would be compensated for claims data made available by Verita.

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14. Notwithstanding anything to the contrary contained in the Services Agreement, including section XIII thereof, the Court shall have exclusive jurisdiction over Verita's engagement during the pendency of this chapter 11 case.

15. CCA may submit a separate retention application, pursuant to section 327(a) of the Bankruptcy Code or any applicable law, for work that is to be performed by Verita but is not specifically authorized by this Order.

16. Notwithstanding any term in the Application, the Gershbein Declaration, or the Services Agreement to the contrary, during the chapter 11 case, any limitation of liability including, section IX of the Services Agreement shall be of no force or effect.

17. Notwithstanding anything to the contrary contained in the Services Agreement, including section VI thereof, termination of Verita's retention shall only commence upon entry of an order by this Court terminating Verita's retention.

18. Notwithstanding anything to the contrary contained in the Services Agreement, Verita shall provide at least thirty (30) days' notice of any increases in its billing rates, subject to parties-in-interest's right to object to any such increases.

19. Verita shall not cease providing claims processing services during this chapter 11 case for any reason, including nonpayment, without an order of this Court.

20. In the event of any inconsistency between the Services Agreement, the Application, the Gershbein Declaration, and this Order, the terms of this Order shall govern.

21. CCA and Verita are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Application.

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Debtor: CCA Construction, Inc.  
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22. The requirements set forth in Bankruptcy Rule 6003(b) are satisfied by the contents of the Application or otherwise deemed waived.

23. Notwithstanding Bankruptcy Rule 6004(h), to the extent applicable, this Order shall be effective and enforceable immediately upon entry hereof.

24. Notice of the Application as provided therein shall be deemed good and sufficient notice of such Application and the requirements of Bankruptcy Rule 6004(a) and the Local Rules are satisfied by such notice.

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

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

27. CCA shall serve a copy of this Order on all required parties pursuant to Local Rule 9013-5(f).

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

**EXHIBIT 1**

**Services Agreement**





## VERITA AGREEMENT FOR SERVICES

This Agreement is entered into as of the 16<sup>th</sup> day of October 2024, between CCA Construction, Inc. (together with its affiliates and subsidiaries, the “Company”),<sup>1</sup> and Kurtzman Carson Consultants, LLC dba Verita Global (together with its affiliates and subcontractors, “Verita”). In consideration of the promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

### Terms and Conditions

#### I. SERVICES

A. Verita agrees to provide the Company with consulting services regarding noticing, claims management and reconciliation, plan solicitation, balloting, disbursements and any other services agreed upon by the parties or otherwise required by applicable law, government regulations or court rules or orders.

B. Verita further agrees to provide (i) computer software support and training in the use of the support software, (ii) Verita’s standard reports as well as consulting and programming support for the Company requested reports, (iii) program modifications, (iv) data base modifications, and/or (v) other features and services in accordance with the fees outlined in a pricing schedule provided to the Company (the “Verita Fee Structure”), which is attached as Exhibit A to this Agreement.

C. Without limiting the generality of the foregoing, Verita may, upon request by the Company, (i) provide a communications plan including, but not limited to, preparation of communications materials, dissemination of information and a call center staffed by Verita and/or (ii) provide confidential on-line workspaces or virtual data rooms and publish documents to such workspaces or data rooms (which publication shall not be deemed to violate the confidentiality provisions of this Agreement).

D. The price listed for each service in the Verita Fee Structure represents a bona fide proposal for such services, which may be accepted in whole or in part. Services will be provided when requested by the Company or required by applicable law, government regulations or court rules or orders. Services are mutually exclusive and are deemed delivered and accepted by the Company when provided by Verita.

E. The Company acknowledges and agrees that Verita will often take direction from the Company’s representatives, employees, agents and/or professionals (collectively, the “Company Parties”) with respect to the services being provided under this Agreement. The parties agree that Verita may rely upon, and the Company agrees to be bound by, any requests, advice or information provided by the Company Parties to the same extent as if such requests, advice or information were provided by the Company. The Company agrees and understands that Verita shall not provide the Company or any other party with any legal advice.

#### II. PRICES, CHARGES AND PAYMENT

A. Verita agrees to charge and the Company agrees to pay Verita for its services at the rates and prices set by Verita that are in effect as of the date of this Agreement and in accordance with the Verita Fee Structure. Verita’s prices are generally adjusted periodically to reflect changes in the business and economic environment and are inclusive of all charges. Verita reserves the right to reasonably increase its

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<sup>1</sup> The term Company shall include, to the extent applicable, the Company, as debtor and debtor in possession in its chapter 11 case, together with any affiliated debtors and debtors in possession whose chapter 11 cases are jointly administered with the Company’s chapter 11 case.



## VERITA AGREEMENT FOR SERVICES

prices, charges and rates; provided, however, that if any such increase exceeds 15%, Verita will give thirty (30) days written notice to the Company.

B. In addition to fees and charges for services, the Company agrees to pay Verita's reasonable transportation, lodging, and meal expenses incurred in connection with services provided under this Agreement.

C. In addition to all fees for services and expenses hereunder, the Company shall pay to Verita (i) any fees and charges related to, arising out of, or as a result of any error or omission made by the Company or the Company Parties, as mutually determined by Verita and the Company, and (ii) all taxes that are applicable to this Agreement or that are measured by payments made under this Agreement and are required to be collected by Verita or paid by Verita to a taxing authority.

D. Where the Company requires services that are unusual or beyond the normal business practices of Verita, or are otherwise not provided for in the Verita Fee Structure, the cost of such services shall be charged to the Company at a competitive rate.

E. Verita agrees to submit its invoices to the Company monthly and the Company agrees that the amount invoiced is due and payable upon the Company's receipt of the invoice. Verita's invoices will contain reasonably detailed descriptions of charges for both hourly (fees) and non-hourly (expenses) case specific charges. Where total invoice amounts are expected to exceed \$10,000 in any single month and Verita reasonably believes it will not be paid, Verita may require advance payment from the Company due and payable upon demand and prior to the performance of services hereunder. If any amount is unpaid as of thirty (30) days from the receipt of the invoice, the Company further agrees to pay a late charge, calculated as two and one-half percent (2-1/2%) of the total amount unpaid every thirty (30) days. In the case of a dispute in the invoice amount, the Company shall give written notice to Verita within ten (10) days of receipt of the invoice by the Company. The undisputed portion of the invoice will remain due and payable immediately upon receipt of the invoice. Late charges shall not accrue on any amounts in dispute or any amounts unable to be paid due to Court order or applicable law. Unless otherwise agreed to in writing, the fees for print notice and media publication (including commissions) must be paid at least three (3) days in advance of those fees and expenses being incurred.

F. In the event that the Company files for protection pursuant to chapter 11 of the United States Bankruptcy Code (a "Chapter 11 Filing"), the parties intend that Verita shall be employed pursuant to 28 U.S.C. § 156(c) to the extent possible and otherwise in accordance with applicable Bankruptcy law and that all amounts due under this Agreement shall, to the extent possible, be paid as administrative expenses of the Company's chapter 11 estate. As soon as practicable following a Chapter 11 Filing (and otherwise in accordance with applicable law and rules and orders of the Bankruptcy Court), the Company shall cause pleadings to be filed with the Bankruptcy Court seeking entry of an order or orders approving this Agreement (the "Retention Order"). The form and substance of the pleadings and the Retention Order shall be reasonably acceptable to Verita. If any Company chapter 11 case converts to a case under chapter 7 of the Bankruptcy Code, Verita will continue to be paid for its services in accordance with the terms of this Agreement. The parties recognize and agree that if there is a conflict between the terms of this Agreement and the terms of the Retention Order, the terms of the Retention Order shall govern during the chapter 11 or other proceeding.

G. To the extent permitted by applicable law, Verita shall receive a retainer in the amount of \$25,000 (the "Retainer") that may be held by Verita as security for the Company's payment obligations under the Agreement. The Retainer is due upon execution of this Agreement. In the event of a Chapter 11 Filing,



## VERITA AGREEMENT FOR SERVICES

Verita will first apply the Retainer to all pre-petition invoices, and thereafter, will have the Retainer replenished to the original amount. Verita shall be entitled to hold the Retainer until the termination of the Agreement. Following termination of the Agreement, Verita shall return to the Company any amount of the Retainer that remains following application of the Retainer to the payment of unpaid invoices.

### III. RIGHTS OF OWNERSHIP

A. The parties understand that the software programs and other materials furnished by Verita pursuant to this Agreement and/or developed during the course of this Agreement by Verita are the sole property of Verita. The term "program" shall include, without limitation, data processing programs, specifications, applications, routines, and documentation. The Company agrees not to copy or permit others to copy the source code from the support software or any other programs or materials furnished pursuant to this Agreement.

B. The Company further agrees that any ideas, concepts, know-how or techniques relating to data processing or Verita's performance of its services developed or utilized during the term of this Agreement by Verita shall be the exclusive property of Verita. Fees and expenses paid by the Company do not vest in the Company any rights in such property, it being understood that such property is only being made available for the Company's use during and in connection with the services provided by Verita under this Agreement.

### IV. NON-SOLICITATION

The Company agrees that neither it nor its subsidiaries or other affiliated companies shall directly or indirectly solicit for employment, employ or otherwise retain employees of Verita during the term of this Agreement and for a period of twelve (12) months after termination of this Agreement unless Verita provides prior written consent to such solicitation or retention.

### V. CONFIDENTIALITY

Each of Verita and the Company, on behalf of themselves and their respective employees, agents, professionals and representatives, agrees to keep confidential all non-public records, systems, procedures, software and other information received from the other party in connection with the services provided under this Agreement; provided, however, that if either party reasonably believes that it is required to produce any such information by order of any governmental agency or other regulatory body it may, upon not less than five (5) business days' written notice to the other party, release the required information.

### VI. SUSPENSION OF SERVICE AND TERMINATION

A. This Agreement shall remain in force until terminated or suspended by either party (i) upon thirty (30) days' written notice to the other party or (ii) immediately upon written notice for Cause (defined herein). As used herein, the term "Cause" means (i) gross negligence or willful misconduct of Verita that causes serious and material harm to the Company's reorganization under chapter 11 of the Bankruptcy Code, (ii) the failure of the Company to pay Verita invoices for more than sixty (60) days from the date of invoice, or (iii) the accrual of invoices or unpaid services in excess of the retainer held by Verita where Verita reasonably believes it will not be paid.

B. In the event that this contract is terminated, regardless of the reason for such termination, Verita shall coordinate with the Company and, to the extent applicable, the clerk of the Bankruptcy Court, to



## VERITA AGREEMENT FOR SERVICES

maintain an orderly transfer of record keeping functions and Verita shall provide all necessary staff, services and assistance required for an orderly transfer. The Company agrees to pay for such services in accordance with Verita's then existing prices for such services. If such termination occurs following entry of the Retention Order, the Company shall immediately seek entry of an order (in form and substance reasonably acceptable to Verita) that discharges Verita from service and responsibility in the Company's bankruptcy case.

C. Any data, programs, storage media or other materials furnished by the Company to Verita or received by Verita in connection with the services provided under the terms of this Agreement may be retained by Verita until the services provided are paid for, or until this Agreement is terminated with the services paid in full. The Company shall remain liable for all fees and expenses imposed under this Agreement as a result of data or physical media maintained or stored by Verita. Verita shall dispose of the data and media in the manner requested by the Company. The Company agrees to pay Verita for reasonable expenses incurred as a result of the disposition of data or media. If the Company has not utilized Verita's services under this Agreement for a period of at least ninety (90) days, Verita may dispose of the data or media, and be reimbursed by the Company for the expense of such disposition, after giving the Company thirty (30) days' notice. Notwithstanding any term herein to the contrary, following entry of the Retention Order, the disposition of any data or media by Verita shall be in accordance with any applicable instructions from the clerk of the Bankruptcy Court, local Bankruptcy Court rules and orders of the Bankruptcy Court.

### VII. SYSTEM IMPROVEMENTS

Verita strives to provide continuous improvements in the quality of service to its clients. Verita, therefore, reserves the right to make changes in operating procedure, operating systems, programming languages, general purpose library programs, application programs, time period of accessibility, types of terminal and other equipment and the Verita data center serving the Company, so long as any such changes do not materially interfere with ongoing services provided to the Company in connection with the Company's chapter 11 case.

### VIII. BANK ACCOUNTS

At the Company's request and subject to Court approval following any Chapter 11 Filing, Verita may be authorized to establish accounts with financial institutions in the name of and as agent for the Company. To the extent that certain financial products are provided to the Company pursuant to Verita's agreement with financial institutions, Verita may receive compensation from such financial institutions for the services Verita provides pursuant to such agreement.

### IX. LIMITATIONS OF LIABILITY AND INDEMNIFICATION

A. The Company shall indemnify and hold Verita, its affiliates, members, directors, officers, employees, consultants, subcontractors and agents (collectively, the "Indemnified Parties") harmless, to the fullest extent permitted by applicable law, from and against any and all losses, claims, damages, judgments, liabilities and expenses (including reasonable counsel fees and expenses) (collectively, "Losses") resulting from, arising out of or related to Verita's performance under this Agreement. Such indemnification shall exclude Losses resulting from Verita's gross negligence or willful misconduct. Without limiting the generality of the foregoing, Losses include any liabilities resulting from claims by any third-parties against any Indemnified Party. The Company shall notify Verita in writing promptly upon the assertion, threat or commencement of any claim, action, investigation or proceeding that the Company becomes aware of with



## VERITA AGREEMENT FOR SERVICES

respect to the services provided by Verita under this Agreement. The Company's indemnification obligations hereunder shall survive the termination of this Agreement.

B. Except as provided herein, Verita's liability to the Company or any person making a claim through or under the Company for any Losses of any kind, even if Verita has been advised of the possibility of such Losses, whether direct or indirect and unless due to gross negligence or willful misconduct of Verita, shall be limited to the total amount billed or billable to the Company for the portion of the particular work which gave rise to the alleged Loss. In no event shall Verita be liable for any indirect, special or consequential damages such as loss of anticipated profits or other economic loss in connection with or arising out of the services provided for in this Agreement. In no event shall Verita's liability to the Company for any Losses, whether direct or indirect, arising out of this Agreement exceed the total amount billed to the Company and actually paid to Verita for the services contemplated under the Agreement; provided, however, that this limitation shall not apply to the Company during any chapter 11 case in which the Company is a debtor.

C. The Company is responsible for the accuracy of the programs, data and information it or any Company Party submits for processing to Verita and for the output of such information. Verita does not verify information provided by the Company and, with respect to the preparation of schedules and statements, all decisions are at the sole discretion and direction of the Company. The Company reviews and approves all schedules and statements filed on behalf of, or by, the Company; Verita bears no responsibility for the accuracy or contents therein. The Company agrees to initiate and maintain backup files that would allow the Company to regenerate or duplicate all programs and data submitted by the Company to Verita.

D. The Company agrees that except as expressly set forth herein, Verita makes no representations or warranties, express or implied, including, but not limited to, any implied or express warranty of merchantability, fitness or adequacy for a particular purpose or use, quality, productiveness or capacity.

### X. FORCE MAJEURE

Verita will not be liable for any delay or failure in performance when such delay or failure arises from circumstances beyond its reasonable control, including without limitation acts of God, acts of government in its sovereign or contractual capacity, acts of public enemy or terrorists, acts of civil or military authority, war, riots, civil strife, terrorism, blockades, sabotage, rationing, embargoes, epidemics, pandemics, outbreaks of infectious diseases or any other public health crises, earthquakes, fire, flood, other natural disaster, quarantine or any other employee restrictions, power shortages or failures, utility or communication failure or delays, labor disputes, strikes, or shortages, supply shortages, equipment failures, or software malfunctions.

### XI. INDEPENDENT CONTRACTORS

The Company and Verita are and shall be independent contractors of each other and no agency, partnership, joint venture or employment relationship shall arise, directly or indirectly, as a result of this Agreement.

### XII. NOTICES

All notices and requests in connection with this Agreement shall be given or made upon the respective parties in writing and shall be deemed as given as of the third day following the day it is deposited in the U.S. Mail, postage pre-paid or on the day it is given if sent by facsimile or electronic mail or on the day after the day it is sent if sent by overnight courier to the appropriate address set forth below:



## VERITA AGREEMENT FOR SERVICES

KCC/Verita Global, LLC  
222 N. Pacific Coast Highway, 3rd Floor  
El Segundo, CA 90245  
Attn: Drake D. Foster  
Tel: (310) 823-9000  
Fax: (310) 823-9133  
E-Mail: dfoster@veritaglobal.com

CCA Construction, Inc.  
445 South Street, Suite 310  
Morristown, NJ 07960  
Attn: James McMahon  
Tel: (201) 876-2788 ext 504  
Fax: (201) 876-6737  
E-Mail: McMahon.James@CCA.US

Or to such other address as the party to receive the notice or request so designates by written notice to the other.

### XIII. APPLICABLE LAW

The validity, enforceability, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of California.

### XIV. ENTIRE AGREEMENT/ MODIFICATIONS

Each party acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and further agrees that it is the complete and exclusive statement of the agreement between the parties, which supersedes and merges all prior proposals, understandings, other agreements, and communications oral and written between the parties relating to the subject matter of this Agreement. The Company represents that it has the authority to enter into this Agreement, and the Agreement is non-dischargeable under any applicable statute or law. If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby. This Agreement may be modified only by a written instrument duly executed by an authorized representative of the Company and an officer of Verita.

### XV. COUNTERPARTS; EFFECTIVENESS

This Agreement may be executed in two or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument. This Agreement will become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties, which delivery may be made by exchange of copies of the signature page by facsimile or electronic mail.

### XVI. ASSIGNMENT

This Agreement and the rights and duties hereunder shall not be assignable by the parties hereto except upon written consent of the other.



**VERITA AGREEMENT FOR SERVICES**

XVII. ATTORNEYS' FEES

In the event that any legal action, including an action for declaratory relief, is brought to enforce the performance or interpret the provisions of this Agreement, the parties agree to reimburse the prevailing party's reasonable attorneys' fees, court costs, and all other related expenses, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which the prevailing party may be entitled.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the first date mentioned above.

Kurtzman Carson Consultants, LLC dba Verita Global

BY: Evan Gershbein DATE: 10/22/24  
TITLE: EVP, Corporate Restructuring Services

Company

BY: James Mema DATE: 10/23/24  
TITLE: Gen Counsel

# **Exhibit A**





# Fee Structure

## Consulting Services & Rates<sup>1</sup>

Position	Hourly Rate
Analyst	Waived
<p>The Analyst processes incoming mail, creditor mail, creditor correspondence and returned mail, and supports the case team with administrative tasks as required.</p>	
Technology/Programming Consultant <sup>2</sup>	\$29.75 - \$80.75
<p>The Technology/Programming Consultant assists with complex system requests, including unique claim/ballot reporting and custom website updates.</p>	
Consultant/Senior Consultant/Director	\$55.25 - \$204.00
<p>The Consultant is the day-to-day contact for mailings, including the preparation and filing of affidavits of service (a critical due process component). He/she also responds to creditor and counsel inquiries, maintains the public access website, identifies actionable pleadings (i.e., claims objections, notices of transfer, withdrawals, etc.) and updates the official claims register. Verita's Consultants average over six years of experience.</p> <p>The Senior Consultant manages the various data collection processes required by the chapter 11 process. This includes, among other things, compiling the creditor matrix and Schedules/SOFAs (and generating drafts of same for counsel and advisors), reviewing and processing claims, overseeing contract review, overseeing all mailings and generating custom claim and ballot reports. Verita's Senior Consultants average over seven years of experience.</p> <p>The Director is the primary contact for the company, counsel and other professionals and oversees and supports the entirety of an engagement. Verita's Directors average over twelve years of experience and are generally former practitioners.</p>	
Securities/Solicitation Consultant	\$208.25
<p>The Securities Director/Solicitation Consultant is the day-to-day contact and acts as advisor on transactions including balloting with treatment election, rights offers, exchange offers and complex plan distributions. This position handles service of related materials to banks, brokers and agents and manages tabulation and audit processes, preparing detailed reporting of results. In addition, the Solicitation Consultant provides support on all voting, tabulation, Schedule and SOFA services and other additional complex consulting tasks.</p>	
Securities Director/Solicitation Lead	\$212.50
<p>The Solicitation Lead/Securities Director oversees all activities of the group and provides counsel with respect to solicitation and noticing events ensuring that processes employed are effective and practical for securities depositories, bank, brokers, nominees and their agents. In addition, the Solicitation Lead provides counsel on all voting, tabulation, Schedule and SOFA services and other additional complex consulting tasks.</p>	
Weekend, holidays and overtime	Waived

<sup>1</sup> Please note that additional professional services not covered by this proposal will be charged at hourly rates, including any outsourced services performed under our supervision and control.

<sup>2</sup> Certain technology development fees may be applicable.



## Printing & Noticing Services

Service	Fee
Printing	\$0.12 per image (volume discounts apply)
Document folding and inserting	Waived
Envelopes	Varies by size
E-mail noticing	Waived <sup>3</sup>
Fax noticing	\$0.05 per page
Public Securities Events	Varies by Event
Claim Acknowledgement Card	Waived
Insert creditor information into customized documents	Waived
Newspaper	Quote prior to publishing

## Claims Administration & Management Expenses

Service	Fee
License fee and data storage	\$0.10 per record per month
Database and system access (unlimited users)	Waived
Custom client reports	Waived
Access to Verita CaseView (secure, password protected)	Waived

Proprietary, secured, password protected portal for unlimited users. Comprehensive case data, including extensive real time analytics on claim, solicitation and processing information. Functionality to run or request customized reports summarizing case analytics

## Verita eServices

Service	Fee
Case website set up & hosting	Waived
Automated updates of case docket and claims register	Waived
Online claims filing (ePOC)	Waived

<sup>3</sup> A set-up fee for email services larger than 50 parties may apply. This set-up fee varies depending on the total number of parties



## Document Management/Imaging

Service	Fee
Electronic imaging (scanning & bar coding)	\$0.10 per imaged page
Virtual Data Room	Quote prior to VDR set-up
CD-ROMS (mass document storage)	Varies upon requirements

## Call Center Support Services

Service	Fee
Case-specific voice-mail box for creditors	Waived
Interactive Voice Response ("IVR")	Set-up and per minute fee waived
Monthly maintenance charge	Waived
Management of call Center	Standard hourly rates

## Disbursements

Service	Fee
Check issuance	Quote prior to printing
W-9 mailing and maintenance of TIN database	See hourly rates and noticing charges

**EXHIBIT B**

**Gershbein Declaration**

**DEBEVOISE & PLIMPTON LLP**

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

**DECLARATION OF EVAN J. GERSHBEIN IN  
SUPPORT OF DEBTOR’S APPLICATION FOR ENTRY  
OF AN ORDER AUTHORIZING THE DEBTOR TO APPOINT  
KURTZMAN CARSON CONSULTANTS, LLC DBA VERITA GLOBAL AS  
CLAIMS AND NOTICING AGENT EFFECTIVE AS OF THE PETITION DATE**

I, Evan J. Gershbein, under penalty of perjury, declare as follows

<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.

1. I am an Executive Vice President of Kurtzman Carson Consultants LLC dba Verita Global (“**Verita**”), whose offices are located at 222 N. Pacific Coast Hwy, 3rd Floor, El Segundo, CA 90245. Except as otherwise noted, I have personal knowledge of the matters set forth herein, and if called and sworn as a witness, I could and would testify competently thereto.

2. This Declaration is made in support of the above-captioned debtor’s (“**CCA**” or the “**Debtor**”) *Application for Entry of an Order Authorizing the Appointment of Kurtzman Carson Consultants LLC dba Verita Global as Claims and Noticing Agent Effective as of the Petition Date* (the “**Application**”)<sup>2</sup> which is filed contemporaneously herewith.

3. Verita is a leading chapter 11 administrator and comprises industry professionals with significant experience in both the legal and administrative aspects of large, complex chapter 11 cases. Verita has acted as official claims and noticing agent in many large bankruptcy cases in this district and others. *See, e.g., In re Thrasio Holdings, Inc.*, No. 24-11840 (CMG) (Bankr. D.N.J. Feb. 28, 2024) (authorizing employment and retention of Verita as debtors’ claims and noticing agent); *In re Invitae Corp.*, No. 24-11362 (MBK) (Bankr. D.N.J. Feb. 13, 2024) (same); *In re Cyxtera Techs., Inc.*, No. 23-14853 (JKS) (Bankr. D.N.J. June 6, 2023) (same); *In re Cloudeeva, Inc.*, No. 14-24874 (KCF) (Bankr. D.N.J. July 24, 2014) (same); *In re RIH Acquisitions NJ, LLC*, No. 13-34483 (GMB) (Bankr. D.N.J. Nov. 8, 2013) (same); and *In re Wave2Wave Comms., Inc.*, No. 12-13896 (DHS) (Bankr. D.N.J. Mar. 29, 2012) (same).

4. As agent and custodian of the Court records pursuant to 28 U.S.C. § 156(c), Verita will perform at the request of the Clerk, the services specified in the Application and Services Agreement. In addition, at CCA’s request, Verita will also perform any related administrative,

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<sup>2</sup> Capitalized terms used herein but not otherwise defined herein shall have the meanings set forth in the Application.

technical and support services as specified in Section 156(c), the Application and the Services Agreement. In performing such services, Verita will charge CCA the rates set forth in the Services Agreement.

5. Verita seeks to apply its retainer to all prepetition invoices, and then seeks direction that CCA shall replenish the retainer to its original amount. Thereafter, Verita seeks authorization to hold its retainer under the Services Agreement during the chapter 11 case as security for the payment of fees and expenses incurred under the Services Agreement.

6. Verita represents, among other things, the following:

- (a) Verita is not a creditor of CCA;
- (b) Verita will not consider itself employed by the United States government and shall not seek any compensation from the United States government in its capacity as the Claims and Noticing Agent in this chapter 11 case;
- (c) By accepting employment in this chapter 11 case, Verita waives any rights to receive compensation from the United States government in connection with CCA's case;
- (d) In its capacity as the Claims and Noticing Agent in this chapter 11 case, Verita will not be an agent of the United States and will not act on behalf of the United States;
- (e) Verita will not employ any past or present employees of CCA in connection with its work as the Claims and Noticing Agent in this chapter 11 case;
- (f) Verita is a "disinterested person" as that term is defined in section 101(14) of the Bankruptcy Code with respect to the matters upon which it is to be engaged;
- (g) In its capacity as Claims and Noticing Agent in this chapter 11 case, Verita will not intentionally misrepresent any fact to any person;
- (h) Verita shall be under the supervision and control of the Clerk's office with respect to the receipt and recordation of claims and claim transfers;
- (i) Verita will comply with all requests of the Clerk's office and the guidelines promulgated by the Judicial Conference of the United States for the implementation of 28 U.S.C. § 156(c); and

- (j) None of the services provided by Verita as Claims and Noticing Agent in this chapter 11 case shall be at the expense of the Clerk's office.

7. Although CCA does not propose to retain Verita under section 327 of the Bankruptcy Code pursuant to the Application (such retention may be sought by separate application), I caused to be submitted for review by our conflicts system the names of all known potential parties in interest (the "**Potential Parties in Interest**") provided by CCA in this chapter 11 case. The list of Potential Parties in Interest included, among others, (a) CCA and its affiliates, (b) current and former directors and officers of CCA, (c) shareholders of CCA, (d) top 20 unsecured creditors, (e) litigation counterparties, (f) professionals, (g) insurers, (h) significant vendors, (i) banks, (j) taxing authorities and governmental agencies, (k) counterparties to executory contracts & leases, and (l) the United States Trustee and Bankruptcy Judges for the District of New Jersey and key staff members. The results of the conflict check were compiled and reviewed by Verita professionals under my supervision. At this time, and as set forth in further detail herein, Verita is not aware of any relationship that would present a disqualifying conflict of interest. Should Verita discover any new relevant facts or relationships bearing on the matters described herein during the period of its retention, Verita will use reasonable efforts to file promptly a supplemental declaration.

8. To the best of my knowledge, and based solely upon information provided to me by CCA, and except as provided herein, neither Verita, nor any of its professionals, has any materially adverse connection to CCA, its creditors or other relevant parties. Verita may have relationships with certain of CCA's creditors as vendors or in connection with cases in which Verita serves or has served in a neutral capacity as Claims and Noticing Agent or administrative advisor for another chapter 11 debtor.



9. On May 1, 2023, funds affiliated with GCP Capital Partners LLC (“**GCP**”) indirectly acquired a controlling equity interest in Verita (the “**Acquisition**”). Pursuant to the Acquisition, an indirect, non-controlling, beneficial minority interest in Verita was acquired by funds affiliated with J.P. Morgan Investment Management Inc. (“**JPMIM**”). GCP is a middle-market private equity investment firm based in New York. GCP has made investments in a number of industries, including tech-enabled business services, payments, and select financials. JPMIM is a U.S. registered investment adviser. Designees of GCP are members of the Board of Managers (the “**Board**”) of Verita’s ultimate parent company, KCC Parent LLC (“**Parent**”). Parent wholly owns Verita Intermediate, LLC, which in turn wholly owns Verita Global, LLC, which in turn wholly owns KCC Topco LLC, which in turn wholly owns Verita. One representative of JPMIM is entitled to attend and observe (but not vote) at all meetings of the Board, but no designee of JPMIM is a member of the Board.

10. Verita searched all entities listed in the list of Potential Parties in Interest against an internal database that includes (i) Verita’s parent entities, affiliates, and subsidiaries and (ii) GCP, GCP’s funds, and each such fund’s respective portfolio companies and investments as set forth in the list most recently provided to Verita by GCP. Based solely on the foregoing search, Verita has determined, to the best of its knowledge, that there are no material connections.

11. To the extent Verita learns of any other material connections between the funds or investments included in the above-described conflicts search and CCA, Verita will promptly file a supplemental disclosure. In addition, Verita may have had, may currently have, or may in the future have business relationships unrelated to CCA with one or more GCP or JPMIM entities including, among others, portfolio companies of GCP.

12. Verita has and will continue to represent clients in matters unrelated to this chapter 11 case. In addition, Verita and its personnel have and will continue to have relationships in the ordinary course of its business with certain vendors, professionals and other parties in interest that may be involved in CCA's chapter 11 case. Verita may also provide professional services to entities or persons that may be creditors or parties in interest in this chapter 11 case, which services do not directly relate to, or have any direct connection with, this chapter 11 case or CCA.

13. To the best of my knowledge, neither Verita nor any of its partners or employees represent any interest materially adverse to CCA's estate with respect to any matter upon which Verita is to be engaged. Based on the foregoing, I believe that Verita is a "disinterested person" as that term is defined in section 101(14) of the Bankruptcy Code.

14. Verita will comply with all requests of the Clerk's office, and the guidelines promulgated by the Judicial Conference of the United States for the implementation of 28 U.S.C. § 156(c).

15. The services provided by Verita will be administrative in nature, and Verita will not provide services in the nature of legal representation or advice to CCA.

*[Remainder of page intentionally left blank]*

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct to the best of my information, knowledge, and belief.

Executed on December 22, 2024

/s/ *Evan J. Gershbein*  
Evan J. Gershbein  
Executive Vice President  
Kurtzman Carson Consultants LLC  
dba Verita Global

*Proposed Claims and Noticing Agent of  
the Debtor and Debtor in Possession*