



Order Filed on December 23, 2024
by Clerk
U.S. Bankruptcy Court
District of New Jersey

**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.,¹

Debtor.

Case No. 24-22548(CMG)

Chapter 11

Judge: Gravelle

DATED: December 23, 2024

A handwritten signature in black ink, reading "Christine M. Gravelle", is written over a horizontal line.

Honorable Christine M. Gravelle
United States Bankruptcy Judge



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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. 6] (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.

2. The Final Hearing on the Motion will be held on **January 30, 2025**, at **10:00AM (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 28, 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 hearing³.

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 ordinary⁴ course of business.

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-_____ (____)

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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

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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).

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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.