



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)	
DEBEVOISE & PLIMPTON LLP M. Natasha Labovitz (<i>pro hac vice</i> pending) Sidney P. Levinson (<i>pro hac vice</i> 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	
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	
<i>Proposed Co-Counsel to the Debtor and Debtor in Possession</i>	
In re: CCA Construction, Inc., ¹ Debtor.	Case No. 24-22548 (CMG) Chapter 11 Judge: Gravelle

DATED: December 23, 2024

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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

**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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Upon CCA’s application filed on the Petition Date [Docket No. 8] (the “**Application**”)² 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

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

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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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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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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.