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

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Debtor in Possession*

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

In re:

CCA Construction, Inc.,¹

Debtor.

Chapter 11

Case No. 24-22548 (CMG)

**DEBTOR'S APPLICATION FOR ENTRY OF AN ORDER AUTHORIZING THE
EMPLOYMENT AND RETENTION OF COLE SCHOTZ P.C. AS BANKRUPTCY
CO-COUNSEL TO THE DEBTOR *NUNC PRO TUNC* TO THE PETITION DATE**

TO THE HONORABLE BANKRUPTCY JUDGE:

The above-captioned debtor and debtor in possession (the "Debtor") respectfully states the following in support of this application (this "Application"):

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



I. JURISDICTION, VENUE AND STATUTORY PREDICATES

1. This Court has jurisdiction to consider this matter pursuant to 28 U.S.C. §§ 157 and 1334 the *Standing Order of Reference to the Bankruptcy Court Under Title 11* of the United States District Court for the District of New Jersey, dated September 18, 2012 (Simandle, C.J.). This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2). The Debtor confirms its consent to the Court entering a final order 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.

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

3. The bases for the relief requested herein are sections 327(a), 329, and 330 of title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (the “Bankruptcy Code”), Rule 2014(a) of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and Rule 2014-1 of the Local Bankruptcy Rules for the United States Bankruptcy Court for the District of New Jersey (the “Local Rules”).

II. BACKGROUND

4. The Debtor 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 the Debtor, the “CCA Group”). The Debtor 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.

5. On the date hereof (the “Petition Date”), the Debtor filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code (the “Chapter 11 Case”). The Debtor is operating

its business and managing its property as a debtor in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. On January 23, 2025, BML Properties, Ltd. filed a motion seeking the appointment of an examiner pursuant to section 1104(c) of the Bankruptcy Code. [Docket No. 88] As of the date of this Application, no examiner has been appointed and no statutory committees have been appointed or designated.

6. Additional information regarding the Debtor, 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* [Docket No. 11] (the “Wei Declaration”) and the *Declaration of Evan Blum in Support of First Day Pleadings and Debtor in Possession Financing* [Docket No. 12] (the “BDO Declaration” and, together with the Wei Declaration, the “First Day Declarations”).²

III. RELIEF REQUESTED

7. By this Application, the Debtor seeks authorization to employ and retain Cole Schotz P.C. (“Cole Schotz”) as co-counsel in connection with the filing and prosecution of this Chapter 11 Case, *nunc pro tunc* to the Petition Date, pursuant to sections 327(a), 329, and 330 of the Bankruptcy Code, Bankruptcy Rule 2014(a), and Local Rule 2014-1. The Debtor further requests that the Court approve the retention of Cole Schotz under a general retainer and hourly fee arrangement in accordance with Cole Schotz’s normal hourly rates in effect at the time services are rendered and Cole Schotz’s normal expense reimbursement policies. In support of this Application, the Debtor submits the Declaration of Michael D. Sirota, Esq. (the “Sirota Declaration”), attached hereto as **Exhibit A**, and the Declaration of Yan Wei (the “Wei Declaration”), attached hereto as **Exhibit B**.

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

IV. COLE SCHOTZ'S QUALIFICATIONS

8. Cole Schotz was retained in October of 2024 to work with the Debtor, Debevoise & Plimpton LLP ("Debevoise"), and the Debtor's other advisors to explore the Debtor's strategic alternatives and prepare the Debtor for filing this Chapter 11 Case. Since being engaged, Cole Schotz has worked closely with the Debtor, Debevoise and the Debtor's other advisors in connection with the Debtor's restructuring initiatives. As a result of this work, Cole Schotz has acquired knowledge about the Debtor, its business, and many of the potential legal issues that may arise in the context of this Chapter 11 Case that makes it uniquely suited to serve as Debtor's bankruptcy co-counsel.

9. The Debtor has selected Cole Schotz because the members and associates of Cole Schotz possess extensive knowledge and considerable expertise in the fields of bankruptcy, insolvency, reorganizations, debtors' and creditors' rights, debt restructuring, and corporate reorganizations, among others. In addition, the attorneys at Cole Schotz also have substantial experience appearing before the courts in this district and are familiar with local practice and procedure. The Debtor believes Cole Schotz has assembled a team of highly-qualified professionals and paraprofessionals to provide services to it in this Chapter 11 Case, has determined that the retention of bankruptcy co-counsel is necessary to the successful administration of this case, and submits that Cole Schotz's employment would be in the best interests of the Debtor's estate. Cole Schotz's complex chapter 11 experience, as well as its extensive practice before this Court and knowledge of the local rules and practices, make it substantively and geographically ideal to efficiently serve the needs of the Debtor. Cole Schotz regularly represents Chapter 11 debtors throughout New Jersey and nationally and, thus, is well qualified to serve as bankruptcy co-counsel to the Debtor in this Chapter 11 proceeding.

10. Cole Schotz has been actively involved in many major Chapter 11 cases in this District. *See, e.g., In re Sam Ash Music Corporation*, Case No. 24-14727 (SLM); *In re Invitae Corporation, et al.*, Case No. 24-11362 (MBK); *In re Thrasio Holdings, Inc., et al.*, Case No. 24-11840 (CMG); *In re Careismatic Brands, LLC*, Case No. 24-10561 (VFP); *In re WeWork, Inc.*, Case No. 23-19865 (JKS); *In re Rite Aid Corporation*, Case No. 23-18993 (MBK); *In re Cyxtera Technologies, Inc.*, Case No. 23-14853 (JKS); *In re Whittaker, Clark, & Daniels, Inc.*, Case No. 23-13575 (MBK); *In re David's Bridal, LLC*, Case No. 13-13131 (CMG); *In re Bed Bath & Beyond Inc.*, Case No. 23-13359 (VFP); *In re BlockFi Inc.*, Case No. 22-19361 (MBK); *In re Nat'l Realty Investment Advisors, LLC*, Case No. 22-14539 (JKS); *In re Christopher & Banks Corp.*, Case No. 21-10269 (ABA); *In re RTW Retailwinds, Inc.*, Case No. 20-18445 (JKS); *In re Congoleum Corporation*, Case No. 20-18488 (MBK); *In re SLT Holdco, Inc.*, Case No. 20-18368 (MBK); *In re Modell's Sporting Goods, Inc.*, Case No. 20-14179 (VFP); *In re Cinram Group, Inc.*, Case No. 17-15258 (VFP); *In re Saint Michael's Medical Center, Inc.*, Case No. 15-24999 (VFP); *In re Crumbs Bake Shop, Inc.*, Case No. 14-24287 (MBK); *In re Revel AC, Inc.*, Case No. 14-22654 (GMB); *In re MEE Apparel LLC*, Case No. 14-16484 (CMG); *In re Dots, LLC*, Case No. 14-11016 (MBK); *710 Long Ridge Road Operating Company II, LLC*, Case No. 13-13653 (DHS); *In re Big M, Inc.*, Case No. 13-10233 (MBK); *In re Tarragon Corporation*, Case No. 09-10555 (DHS); *In re Marcal Paper Mills, Inc.*, Case No. 06-21886 (MS); *In re Best Manufacturing Group LLC*, Case No. 06-17415 (DHS).

11. In sum, the Debtor believes that Cole Schotz is both well-qualified and uniquely able to represent it in an efficient and timely manner and that the services of Cole Schotz are necessary and essential to the Debtor's performance of its duties as a debtor in possession.

V. SERVICES TO BE PROVIDED

12. The Debtor seeks to retain Cole Schotz as its bankruptcy co-counsel to advise and represent the Debtor in certain aspects of its Chapter 11 Case and to advise the Debtor with respect to local rules, procedures, and customs in connection with the performance of the following legal services:

- (a) providing the Debtor with advice, based on its extensive experience practicing in the District of New Jersey, regarding the Debtor's rights, powers, and duties as a debtor in possession in continuing to operate and manage its assets and business;
- (b) providing legal advice and services regarding local rules, practices and procedures including Third Circuit law;
- (c) providing certain services in connection with the administration of the Chapter 11 Case including, without limitation, preparing agendas, hearing notices, and hearing binders of documents and pleadings;
- (d) advising the Debtor with respect to its reporting obligations and duties as debtor in possession, including reporting obligations to the Court and the United States Trustee (e.g., preparing monthly operating reports, schedules and statement of financial affairs, U.S. Trustee deliverables);
- (e) preparing pleadings, motions, and applications related to bankruptcy administrative matters and any other matter that the Debtor determines can be more efficiently performed by Cole Schotz;
- (f) reviewing and commenting on proposed drafts of other pleadings to be filed with the Court;
- (g) appearing in Court and at any meeting with the United States Trustee and any meeting of creditors;
- (h) providing legal advice and services on any matter on which Debevoise may have a conflict or as needed based on specialization;
- (i) performing all other legal services for and on behalf of the Debtor which may be necessary or appropriate in the administration of this Chapter 11 Case and fulfillment of the Debtor's duties as a debtor in possession; and
- (j) responding to creditor and party-in-interest inquiries directed to Cole Schotz.

13. By separate application, the Debtor has also asked the Court to approve the retention of Debevoise as bankruptcy co-counsel to the Debtor. In order to avoid any duplication of effort and provide services to the Debtor in the most efficient and cost-effective manner, Cole Schotz will continue to coordinate with Debevoise and any other firms the Debtor retains regarding their respective responsibilities in this Chapter 11 Case.

14. Debevoise is primarily responsible for the following:

- (a) advising the Debtor with respect to its powers and duties as debtor in possession in the continued management and operation of its business and properties;
- (b) advising and consulting on the conduct of this Chapter 11 Case, including all of the legal and administrative requirements of operating in chapter 11;
- (c) attending meetings and negotiating with representatives of the creditors and other parties in interest;
- (d) taking all necessary action to protect and preserve the Debtor's estate, including prosecuting actions on the Debtor's behalf, defending any action commenced against the Debtor and representing the Debtor's interests in negotiations concerning all litigation in which the Debtor is involved, including objections to claims filed against the Debtor's estate;
- (e) preparing pleadings, including motions, applications, answers, orders, reports and papers necessary or otherwise beneficial to the administration of the Debtor's estate, other than pleadings that the Debtor determines can be more efficiently handled by Cole Schotz;
- (f) representing the Debtor in connection with obtaining postpetition financing;
- (g) advising the Debtor in connection with any potential sale of assets;
- (h) appearing before the Court and any appellate courts to represent the interests of the Debtor's estate before those courts;
- (i) consulting with the Debtor regarding tax matters;
- (j) taking any necessary action on behalf of the Debtor to negotiate, prepare on behalf of the Debtor, and obtain approval of a chapter 11 plan and all documents related thereto; and
- (k) performing all other necessary or otherwise beneficial legal services for the Debtor in connection with the prosecution of this Chapter 11 Case,

including (i) analyzing the Debtor's leases and contracts and the assumptions, rejections or assignments thereof, (ii) analyzing the validity of liens against the Debtor and (iii) advising the Debtor on corporate and litigation matters.

VI. PROFESSIONAL COMPENSATION

15. The Debtor understand that Cole Schotz intends to apply to the Court for allowance of compensation and reimbursement of out-of-pocket expenses incurred in connection with the preparation of the Debtor's chapter 11 petition and after the Petition Date in connection with the Chapter 11 Case on an hourly basis, subject to Court approval and in accordance with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, the *Appendix B Guidelines for Reviewing Applications for Compensation and Reimbursement of Expenses Filed Under 11 U.S.C. § 330 by Attorneys in Larger Chapter 11 Cases*, effective as of November 1, 2013 (the "U.S. Trustee Guidelines"), and any orders entered in this case governing the compensation and reimbursement of professionals for services rendered and charges and disbursements incurred.

16. The Debtor understands that, subject to the Court's approval, Cole Schotz will be compensated at its standard hourly rates, which are based on the professionals' level of experience. The attorneys and paralegals primarily responsible for representing the Debtor and their current standard hourly rates are:

Name	Title	Hourly Rate
Michael D. Sirota	Member	\$1,575.00
Warren A. Usatine	Member	\$1,250.00
Felice R. Yudkin	Member	\$940.00
Ryan T. Jareck	Member	\$900.00
Andreas D. Milliaressis	Associate	\$650.00
Danielle Delehanty	Paralegal	\$400.00
Frances Pisano	Paralegal	\$400.00

17. Other attorneys, paralegals, and case management clerks will be involved in representing the Debtor. The current range of hourly rates for such professionals are:

Position	Rates
Members	\$615 to \$1,575 per hour
Special Counsel	\$625 to \$840 per hour
Associates	\$385 to \$695 per hour
Paralegals	\$315 to \$460 per hour

18. The hourly rates set forth above are subject to periodic adjustments to reflect economic and other conditions. There are no alternative fee arrangements from customary billing. Further, no professional has varied his or her rate based on geographic location.

19. The Debtor understands and agrees that Cole Schotz will charge for its legal services on an hourly basis in accordance with its ordinary and customary hourly rates in effect on the date such services are rendered and for out-of-pocket expenses, all as set forth in the Sirota Declaration.

20. Prior to applying any increases in its hourly rates beyond the rates set forth in this Application, Cole Schotz shall provide ten (10) days' prior notice of any such increases to the Debtor, the United States Trustee, and any official committee appointed in this Chapter 11 Case.

21. The Debtor understands and agrees that Cole Schotz will maintain detailed, contemporaneous records of time and any necessary costs and expenses incurred in connection with rendering the legal services described above and that it will be charged for all disbursements and expenses incurred in the rendition of services. These disbursements and expenses include, among other things, costs for telephone and facsimile charges, photocopying, travel, business meals, computerized research, messengers, couriers, postage, witness fees, and other fees related to trials and hearings (including transcripts).

22. It is the Debtor's understanding that Cole Schotz will submit detailed statements to the Court setting forth the services rendered and seeking compensation and reimbursement of expenses (including, when appropriate, authority to apply the Retainer (defined below)).

VII. COMPENSATION RECEIVED FROM THE DEBTOR

23. As set forth in the Sirota Declaration, during the ninety days prior to the Petition Date, the Debtor paid Cole Schotz \$290,023.10 representing Cole Schotz's fees for services rendered and expenses incurred including the filing fees for the Chapter 11 petition. As of the Petition Date, Cole Schotz was holding, on behalf of the Debtor, a retainer in the amount of \$673,573.50 (the "Retainer") in connection with this Chapter 11 Case.

VIII. DISINTERESTEDNESS OF PROFESSIONALS

24. The Sirota Declaration describes the relationships, if any, that Cole Schotz has with creditors of the Debtor and other interested parties. As set forth in the Sirota Declaration, Cole Schotz does not believe that any of those relationships would foreclose the Debtor's retention of Cole Schotz under section 327(a) of the Bankruptcy Code in that Cole Schotz: (i) does not represent any other entity having an adverse interest to the Debtor, its estate, or any other party-in-interest in connection with this Chapter 11 Case; (ii) is a disinterested person under section 101(14) of the Bankruptcy Code; and (iii) has no connection with the Office of the United States Trustee or any other person employed therein. The Debtor has been informed that Cole Schotz will continue conducting a review of its files to ensure that no disqualifying circumstances arise. If any new relevant facts or relationships are discovered, Cole Schotz will supplement its disclosure to the Court.

IX. STATEMENT REGARDING U.S. TRUSTEE GUIDELINES

25. Cole Schotz recognizes that the U.S. Trustee is charged with reviewing applications for retention and compensation and that the U.S. Trustee will utilize the U.S. Trustee Guidelines to evaluate any such applications.

26. Cole Schotz intends to comply with the U.S. Trustee's requests for additional information and disclosures as set forth in the U.S. Trustee Guidelines, both in connection with this Application and the interim and final fee applications to be filed by Cole Schotz in this Chapter 11 Case.

27. Moreover, as described in the Sirota Declaration, and consistent with the U.S. Trustee Guidelines, the Debtor has undertaken certain steps to ensure that the rate structure provided by Cole Schotz is not significantly different from the rates that (a) Cole Schotz charges for other non-bankruptcy engagements or (b) other comparable counsel would charge to do work substantially similar to the work Cole Schotz will perform in this Chapter 11 Case.

X. BASIS FOR RELIEF REQUESTED

28. Section 327(a) of the Bankruptcy Code authorizes a debtor in possession, with the court's approval, to "employ one or more attorneys, accountants, appraisers, auctioneers, or other professional persons, that do not hold or represent an interest adverse to the estate, and that are disinterested persons, to represent or assist the [debtor in possession] in carrying out the [debtor in possession's] duties under this title." 11 U.S.C. § 327(a). Moreover, section 1107(b) provides that "a person is not disqualified for employment under section 327 of this title by a debtor in possession solely because of such person's employment by or representation of the debtor before the commencement of the case." *Id.* § 1107(b).

29. Bankruptcy Rule 2014(a) requires that an application for retention include:

Specific facts showing the necessity for the employment, the name of the [firm] to be employed, the reasons for the selection, the professional services to be rendered, any proposed arrangement for compensation, and, to the best of the applicant's knowledge, all of the [firm's] connections with the debtor, creditors, any other party in interest, their respective attorneys and accountants, the United States trustee, or any person employed in the office of the United States trustee.

Fed. R. Bankr. P. 2014(a).

30. The Debtor requests approval of the employment of Cole Schotz *nunc pro tunc* to the Petition Date. Such relief is warranted by the circumstances presented by this Chapter 11 Case. The Third Circuit has identified “time pressure to begin service” and absence of prejudice as factors favoring *nunc pro tunc* retention. *See, e.g., Matter of Arkansas Co., Inc.*, 798 F.2d 645, 650 (3d Cir. 1986); *Indian River Homes, Inc. v. Sussex Trust Co.*, 108 B.R. 46, 52 (D. Del. 1989), *app. dismissed*, 909 F.2d 1476 (3d Cir. 1990). The Debtor's selection of Cole Schotz as bankruptcy co-counsel necessitated that Cole Schotz immediately commence work on time-sensitive matters and promptly devote resources to the Debtor's case pending submission and approval of this Application. Cole Schotz's services on the Debtor's behalf have not prejudiced any creditor or party-in-interest in this case, but rather, have served their best interests.

31. The Debtor submits that, for the reasons stated above and in the Sirota and Wei Declarations, the retention of Cole Schotz as bankruptcy co-counsel, as described herein, is warranted. Accordingly, the retention of Cole Schotz as bankruptcy co-counsel to the Debtor should be approved.

XI. NO PRIOR REQUEST

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

XII. NOTICE

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

CONCLUSION

WHEREFORE, the Debtor respectfully requests entry of the proposed order submitted herewith as **Exhibit C** granting the relief requested herein and such other and further relief as this Court may deem just and proper.

Dated: January 27, 2025

Respectfully submitted,

CCA CONSTRUCTION, INC.

By: /s/ Yan Wei
Yan Wei
Chairman and CEO
CCA Construction, Inc.

EXHIBIT A

Sirota Declaration

DEBEVOISE & PLIMPTON LLP

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Sidney P. Levinson (admitted *pro hac vice*)
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**UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF NEW JERSEY**

In re:

CCA Construction, Inc.,¹

Debtor.

Chapter 11

Case No. 24-22548 (CMG)

**DECLARATION OF MICHAEL D. SIROTA, ESQ. IN SUPPORT OF DEBTOR'S
APPLICATION FOR ENTRY OF AN ORDER AUTHORIZING THE
EMPLOYMENT AND RETENTION OF COLE SCHOTZ P.C. AS BANKRUPTCY
CO-COUNSEL TO THE DEBTOR NUNC PRO TUNC TO THE PETITION DATE**

I, MICHAEL D. SIROTA, ESQ. pursuant to 28 U.S.C. § 1746, to the best of my knowledge and belief, and after reasonable inquiry, declare:

1. I am an attorney at law and shareholder of the law firm of Cole Schotz P.C. ("Cole Schotz"). Cole Schotz is a law firm of over 180 attorneys, having its principal offices at Court

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

Plaza North, 25 Main Street, Hackensack, New Jersey 07601, with other offices in New York, Delaware, Maryland, Texas, and Florida. This Declaration (the “Declaration”) is submitted pursuant to sections 327, 329, and 504 of title 11 of the United States Code (the “Bankruptcy Code”), Rule 2014(a) of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and Rule 2014-1 of the Local Bankruptcy Rules for the District of New Jersey (the “Local Rules”).

2. This Declaration is made in support of the *Debtor’s Application for Entry of an Order Authorizing the Employment and Retention of Cole Schotz P.C. as Bankruptcy Co-Counsel to the Debtor Nunc Pro Tunc to the Petition Date* (the “Application”),² filed concurrently herewith. This Declaration also is submitted as the statement required pursuant to Section D.1 of the Appendix B Guidelines for Reviewing Applications for Compensation and Reimbursement of Expenses Filed Under 11 U.S.C. § 330 by Attorneys in Larger Chapter 11 Cases, effective as of November 1, 2013 (the “U.S. Trustee Guidelines”), promulgated by the Office of the United States Trustee (the “U.S. Trustee”).

3. I am familiar with the matters set forth herein and make this Declaration in support of the Application.

I. COLE SCHOTZ’S QUALIFICATIONS

4. Cole Schotz was retained in October of 2024 to work with the Debtor, Debevoise & Plimpton LLP (“Debevoise”), and the Debtor’s other advisors to explore the Debtor’s strategic alternatives and prepare the Debtor for filing this Chapter 11 Case. Since being engaged, Cole Schotz has worked closely with the Debtor, Debevoise and the Debtor’s other advisors in connection with the Debtor’s restructuring initiatives. As a result of this work, Cole Schotz has acquired knowledge about the Debtor, its business, and many of the potential legal issues that may

² Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Application.

arise in the context of this Chapter 11 Case that makes it uniquely suited to serve as Debtor's bankruptcy co-counsel.

5. The Debtor has selected Cole Schotz because the members and associates of Cole Schotz possess extensive knowledge and considerable expertise in the fields of bankruptcy, insolvency, reorganizations, debtors' and creditors' rights, debt restructuring, and corporate reorganizations, among others. In addition, the attorneys at Cole Schotz also have substantial experience appearing before the courts in this district and are familiar with local practice and procedure. Cole Schotz has assembled a team of highly-qualified professionals and paraprofessionals to provide services to them in this Chapter 11 Case, have determined that the retention of bankruptcy co-counsel is necessary to the successful administration of this case, and submit that Cole Schotz's employment would be in the best interests of its estate. Cole Schotz's complex chapter 11 experience, as well as its extensive practice before this Court and knowledge of the local rules and practices, make it substantively and geographically ideal to efficiently serve the needs of the Debtor. Cole Schotz regularly represents Chapter 11 debtors throughout New Jersey and nationally and, thus, is well qualified to serve as bankruptcy co-counsel to the Debtor in this Chapter 11 proceeding.

6. Cole Schotz has been actively involved in many major Chapter 11 cases in this District. *See, e.g., In re Sam Ash Music Corporation*, Case No. 24-14727 (SLM); *In re Invitae Corporation, et al.*, Case No. 24-11362 (MBK); *In re Thrasio Holdings, Inc., et al.*, Case No. 24-11840 (CMG); *In re Careismatic Brands, LLC*, Case No. 24-10561 (VFP); *In re WeWork, Inc.*, Case No. 23-19865 (JKS); *In re Rite Aid Corporation*, Case No. 23-18993 (MBK); *In re Cyxtera Technologies, Inc.*, Case No. 23-14853 (JKS); *In re Whittaker, Clark, & Daniels, Inc.*, Case No. 23-13575 (MBK); *In re David's Bridal, LLC*, Case No. 13-13131 (CMG); *In re Bed Bath &*

Beyond Inc., Case No. 23-13359 (VFP); *In re BlockFi Inc.*, Case No. 22-19361 (MBK); *In re Nat'l Realty Investment Advisors, LLC*, Case No. 22-14539 (JKS); *In re Christopher & Banks Corp.*, Case No. 21-10269 (ABA); *In re RTW Retailwinds, Inc.*, Case No. 20-18445 (JKS); *In re Congoleum Corporation*, Case No. 20-18488 (MBK); *In re SLT Holdco, Inc.*, Case No. 20-18368 (MBK); *In re Modell's Sporting Goods, Inc.*, Case No. 20-14179 (VFP); *In re Cinram Group, Inc.*, Case No. 17-15258 (VFP); *In re Saint Michael's Medical Center, Inc.*, Case No. 15-24999 (VFP); *In re Crumbs Bake Shop, Inc.*, Case No. 14-24287 (MBK); *In re Revel AC, Inc.*, Case No. 14-22654 (GMB); *In re MEE Apparel LLC*, Case No. 14-16484 (CMG); *In re Dots, LLC*, Case No. 14-11016 (MBK); *710 Long Ridge Road Operating Company II, LLC*, Case No. 13-13653 (DHS); *In re Big M, Inc.*, Case No. 13-10233 (MBK); *In re Tarragon Corporation*, Case No. 09-10555 (DHS); *In re Marcal Paper Mills, Inc.*, Case No. 06-21886 (MS); *In re Best Manufacturing Group LLC*, Case No. 06-17415 (DHS).

II. SERVICES TO BE PROVIDED

7. The Debtor seeks to retain Cole Schotz as its bankruptcy co-counsel to advise and represent the Debtor in certain aspects of this Chapter 11 Case and to advise the Debtor with respect to local rules, procedures, and customs in connection with the performance of the following legal services:

- (a) providing the Debtor with advice, based on its extensive experience practicing in the District of New Jersey, regarding the Debtor's rights, powers, and duties as a debtor in possession in continuing to operate and manage its assets and business;
- (b) providing legal advice and services regarding local rules, practices and procedures including Third Circuit law;
- (c) providing certain services in connection with the administration of the Chapter 11 Case including, without limitation, preparing agendas, hearing notices, and hearing binders of documents and pleadings;

- (d) advising the Debtor with respect to its reporting obligations and duties as debtor in possession, including reporting obligations to the Court and the United States Trustee (e.g., preparing monthly operating reports, schedules and statement of financial affairs, U.S. Trustee deliverables);
- (e) preparing pleadings, motions, and applications related to bankruptcy administrative matters and any other matter that the Debtor determines can be more efficiently performed by Cole Schotz;
- (f) reviewing and commenting on proposed drafts of other pleadings to be filed with the Court;
- (g) appearing in Court and at any meeting with the United States Trustee and any meeting of creditors;
- (h) providing legal advice and services on any matter on which Debevoise may have a conflict or as needed based on specialization;
- (i) performing all other legal services for and on behalf of the Debtor which may be necessary or appropriate in the administration of this Chapter 11 Case and fulfillment of the Debtor's duties as a debtor in possession; and
- (j) responding to creditor and party-in-interest inquiries directed to Cole Schotz.

8. By separate application, the Debtor has also asked the Court to approve the retention of Debevoise as bankruptcy co-counsel to the Debtor. In order to avoid any duplication of effort and provide services to the Debtor in the most efficient and cost-effective manner, Cole Schotz will continue to coordinate with Debevoise and any other firms the Debtor retains regarding its respective responsibilities in this Chapter 11 Case.

9. Debevoise is primarily responsible for the following:

- (a) advising the Debtor with respect to its powers and duties as debtor in possession in the continued management and operation of its business and properties;
- (b) advising and consulting on the conduct of this Chapter 11 Case, including all of the legal and administrative requirements of operating in chapter 11;
- (c) attending meetings and negotiating with representatives of the creditors and other parties in interest;

- (d) taking all necessary action to protect and preserve the Debtor's estate, including prosecuting actions on the Debtor's behalf, defending any action commenced against the Debtor and representing the Debtor's interests in negotiations concerning all litigation in which the Debtor is involved, including objections to claims filed against the Debtor's estate;
- (e) preparing pleadings, including motions, applications, answers, orders, reports and papers necessary or otherwise beneficial to the administration of the Debtor's estate, other than pleadings that the Debtor determines can be more efficiently handled by Cole Schotz;
- (f) representing the Debtor in connection with obtaining postpetition financing;
- (g) advising the Debtor in connection with any potential sale of assets;
- (h) appearing before the Court and any appellate courts to represent the interests of the Debtor's estate before those courts;
- (i) consulting with the Debtor regarding tax matters;
- (j) taking any necessary action on behalf of the Debtor to negotiate, prepare on behalf of the Debtor, and obtain approval of a chapter 11 plan and all documents related thereto; and
- (k) performing all other necessary or otherwise beneficial legal services for the Debtor in connection with the prosecution of this Chapter 11 Case, including (i) analyzing the Debtor's leases and contracts and the assumptions, rejections or assignments thereof, (ii) analyzing the validity of liens against the Debtor and (iii) advising the Debtor on corporate and litigation matters.

III. PROFESSIONAL COMPENSATION

10. Cole Schotz intends to apply to the Court for allowance of compensation and reimbursement of out-of-pocket expenses incurred after the Petition Date in connection with the Chapter 11 Case on an hourly basis, subject to Court approval and in accordance with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, the U.S. Trustee Guidelines, and any orders entered in this case governing the compensation and reimbursement of professionals for services rendered and charges and disbursements incurred.

11. The attorneys and paralegals primarily responsible for representing the Debtor and their current standard hourly rates are:

Name	Title	Hourly Rate
Michael D. Sirota	Member	\$1,575.00
Warren A. Usatine	Member	\$1,250.00
Felice R. Yudkin	Member	\$940.00
Ryan T. Jareck	Member	\$900.00
Andreas D. Milliaressis	Associate	\$650.00
Danielle Delehanty	Paralegal	\$400.00
Frances Pisano	Paralegal	\$400.00

12. Other attorneys, paralegals, and case management clerks will be involved in representing the Debtor. The range of hourly rates for such professionals are:

Position	Rates
Members	\$615 to \$1,575 per hour
Special Counsel	\$625 to \$840 per hour
Associates	\$385 to \$695 per hour
Paralegals	\$315 to \$460 per hour

13. The hourly rates set forth above are subject to periodic adjustments to reflect economic and other conditions. There are no alternative fee arrangements from customary billing. Further, no professional has varied his or her rate based on geographic location.

14. Cole Schotz will charge for its legal services on an hourly basis in accordance with its ordinary and customary hourly rates in effect on the date such services are rendered.

15. Prior to applying any increases in its hourly rates beyond the rates set forth in the Application, Cole Schotz shall provide ten (10) days' prior notice of any such increases to the Debtor, the United States Trustee, and any official committee appointed in this Chapter 11 Case.

16. It is Cole Schotz's policy to charge its clients in all areas of practice for out-of-pocket expenses incurred in connection with the client's case. The expenses charged to clients include, among other things, telephone calls, mail and express mail, special or hand delivery, outgoing

facsimiles, photocopying, scanning and/or printing, computer assisted research (which shall not be more than the actual cost incurred by Cole Schotz in performing such research), travel, “working meals,” transcription, as well as non-ordinary overhead expenses such as secretarial and other overtime. Cole Schotz will charge for these expenses in a manner and at rates consistent with charges made generally to its other clients, subject to Local Rule 2016-1.

17. Cole Schotz will submit detailed statements to the Court setting forth the services rendered and seeking compensation and reimbursement of expenses (including, when appropriate, authority to apply the Retainer (defined below)).

IV. COMPENSATION RECEIVED FROM THE DEBTOR

18. During the ninety days prior to the Petition Date, the Debtor paid Cole Schotz \$290,023.10 representing Cole Schotz’s fees for services rendered and expenses incurred including the filing fees for the Chapter 11 petitions. As of the Petition Date, Cole Schotz was holding, on behalf of the Debtor, a retainer in the amount of \$673,573.50 (the “Retainer”) in connection with this Chapter 11 Case.

V. DISINTERESTEDNESS OF PROFESSIONALS

19. Insofar as I have been able to ascertain through diligent inquiry, except as set forth in this Declaration, neither I, Cole Schotz, nor any professional employee of Cole Schotz have any connection with the Debtor, its creditors, any other party-in-interest, their current respective attorneys or professionals, the U.S. Trustee or any person employed in the Office of the U.S. Trustee, nor do we hold or represent any entity having an adverse interest in the Debtor’s Chapter 11 Case. Neither I, Cole Schotz, nor any professional employee of Cole Schotz is related professionally to the Debtor, its creditors, or any other party-in-interest herein or their respective attorneys or professionals. Notwithstanding the foregoing, Cole Schotz currently represents, and

in the past has represented, certain affiliates, subsidiaries, and entities associated with various professionals that the Debtor seeks to retain in connection with this Chapter 11 Case. Cole Schotz's current and prior representations of these professionals has been in matters unrelated to the Debtor or this Chapter 11 Case. Cole Schotz has not represented, and will not represent, any such professionals in connection with any matter in this Chapter 11 Case during the pendency of this Chapter 11 Case. I do not believe that Cole Schotz's current or prior representation of these professionals precludes Cole Schotz from meeting the disinterestedness standard under the Bankruptcy Code.

20. In preparing this Declaration, I used a set of procedures developed by Cole Schotz to ensure full compliance with the requirements of the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules regarding the retention of professionals by a debtor in possession (the "Retention Procedures"). Pursuant to the Retention Procedures, and under my direction and supervision, Cole Schotz performed a conflict of interest search to identify any actual or potential conflicts of interest. The Retention Procedures included:

- (a) Through conversations with Debevoise and the Debtor's advisors, Cole Schotz attorneys, and other resources available to Cole Schotz, a list of the following entities was developed by the Debtor's advisors: (a) Debtor and Non-Debtor Affiliates; (b) Current and Recent Former Directors and Officers; (c) Surety Bond Providers; (d) Contract and Lease Parties; (e) Bankruptcy Judges, Staff, and U.S. Trustee; (f) Banks; (g) Insurance Providers; (h) Litigation Parties; (i) Restructuring and Other Professionals; (j) Taxing and Governmental Authorities; (k) Vendors; and (l) all other parties listed on the attached **Schedule 1** (collectively, the "Entity List").
- (b) Cole Schotz maintains a database of current and former clients and related information (the "Database"). Cole Schotz (i) searched the Database and compiled a list of those entities for which Cole Schotz attorney fees were billed during the past three years (the "Client List"); and (ii) circulated the Entity List, via e-mail, to all of its employees in order to solicit potential conflicts or connections that might not be uncovered through the Database.

Cole Schotz compared the names on the Entity List with the names on the Client List and the responses from the employee e-mail solicitation to

identify potential matches, to determine whether these matches are with current clients, and, if so, to identify the Cole Schotz personnel responsible for such matters.

- (c) Based on the results of that search and by making general and, when applicable, specific inquiries of Cole Schotz personnel, insofar as I have been able to ascertain after diligent inquiry, neither I, nor Cole Schotz, nor any member, counsel or associate thereof have any connection with, or have an adverse interest to, the parties on the Entity List except as set forth on **Schedule 2** hereto (the “Disclosure List”) or disclosed in this Declaration.

21. Cole Schotz has represented, currently represents, and may in the future represent entities on the Disclosure List (or their affiliates) in matters unrelated to the Debtor’s Chapter 11 Case. The Disclosure List reflects that an entity is a “Current Client” if Cole Schotz has any open matters for such entity or a known affiliate of such entity and attorney time charges have been recorded on any such matters within the past three years. The Disclosure List reflects that an entity is a “Former Client” if Cole Schotz represented such entity or a known affiliate of such entity within the past three years based on recorded attorney time charges on a matter and such matter has been formally closed.

22. Except as set forth on the Disclosure List, Cole Schotz has not represented, does not represent, and will not represent any entities on the Disclosure List in matters directly related to the Debtor or this Chapter 11 Case. Moreover, Cole Schotz will not commence a cause of action in this Chapter 11 Case against a “Current Client” unless it has an applicable waiver on file or first receives a waiver from such entity allowing it to commence such an action. To the extent that a waiver does not exist or is not obtained from such entity and it is necessary for the Debtor to commence an action against that entity, the Debtor will be represented in such particular matter by Debevoise or other counsel that may be retained. To the best of my knowledge, none of the entities on the Disclosure List represented more than 1% of Cole Schotz’s revenue for the 2024 calendar year.

23. As a part of Cole Schotz's bankruptcy and corporate restructuring practice, Cole Schotz's clientele includes debtors, creditors and other statutory committees, institutional creditors, asset purchasers, venture capitalists, secured parties, lessors and contract parties, equity holders, directors and officers, court-appointed fiduciaries, plan sponsors, indenture trustees, and bond insurers. The Debtor has numerous creditors and other parties-in-interest. Cole Schotz may have in the past represented, and may presently or in the future represent, creditors or parties-in-interest in addition to those specifically disclosed herein in matters unrelated to this Chapter 11 Case. Cole Schotz believes that its representation of such creditors or other parties in such other matters has not affected and will not affect its representation of the Debtor in this proceeding.

24. In addition to its bankruptcy and corporate restructuring practice, Cole Schotz is a full-service law firm with active real estate, corporate, finance, construction, litigation, environmental, employment, tax, trust and estates, and white-collar defense practices. Cole Schotz appears in cases, proceedings, and transactions involving many different attorneys, accountants, financial consultants, and investment bankers, some of whom now or may in the future represent or be deemed adverse to claimants or parties-in-interest in this case.

25. Despite the efforts described above to identify and disclose Cole Schotz's connections with the Entity List, because the Debtor has numerous creditors and other relationships, Cole Schotz is unable to state with certainty that every client representation or other connection has been disclosed. If Cole Schotz discovers additional information that requires disclosure, Cole Schotz will file supplemental disclosure(s) with the Court as promptly as possible.

26. To the best of my knowledge, Cole Schotz has not been retained to assist any entity or person other than the Debtor on matters relating to, or in connection with, this case. If this

Court approves the proposed employment of Cole Schotz as co-counsel to the Debtor, Cole Schotz will not accept any engagement or perform any services in this case for any entity or person other than the Debtor. Cole Schotz may, however, continue to provide professional services to, and engage in commercial or professional relationships with, entities or persons that may be creditors of the Debtor or parties-in-interest in this case; *provided, however*, that such services do not and will not relate to, or have any direct connection with, this case.

27. Thus, pursuant to section 327(a) of the Bankruptcy Code, Cole Schotz does not hold or represent any interests adverse to the Debtor, its creditors, or its estate.

28. Cole Schotz also is a disinterested person within the meaning of section 101(14) of the Bankruptcy Code in that Cole Schotz, its members, counsel, and associates:

- (a) are not creditors, equity security holders, or insiders of the Debtor;
- (b) are not and were not, within two years before the Petition Date, a director, officer, or employee of the Debtor; and
- (c) do not hold an interest materially adverse to the interest of the estate or any class of creditors or equity security holders by reason of any direct or indirect relationship to, connection with, or interest in, the Debtor, or for any other reason.

29. Accordingly, based upon information available to me, I submit that Cole Schotz is a “disinterested person” within the meaning of section 101(14) of the Bankruptcy Code and the requirements of section 327(a) of the Bankruptcy Code are satisfied in respect of the matters upon which Cole Schotz is to be engaged in this Chapter 11 Case.

VI. STATEMENT REGARDING U.S. TRUSTEE GUIDELINES

30. Cole Schotz also will make a reasonable effort to comply with the U.S. Trustee’s requests for information and additional disclosures as set forth in the U.S. Trustee Guidelines, both in connection with the Application and the interim and final fee applications to be filed by Cole Schotz.

31. In that regard, the following is provided in response to the request for additional information set forth in Paragraph D.1. of the U.S. Trustee Guidelines:

Question: Did you agree to any variations from, or alternatives to, your standard or customary billing arrangements for this engagement?

Response: No.

Question: Do any of the professionals included in this engagement vary their rate based on the geographic location of the bankruptcy case?

Response: No.

Question: If you represented the client in the 12 months prepetition, disclose your billing rates and material financial terms for the prepetition engagement, including any adjustments during the 12 months prepetition. If your billing rates and material financial terms have changed postpetition, explain the difference and the reasons for the difference.

Response: Cole Schotz did not represent the Debtor in the 12 months prepetition, other than for the pre-petition services described in the Application and this Declaration.

Question: Has your client approved your prospective budget and staffing plan, and, if so for what budget period?

Response: Cole Schotz is currently formulating a budget and staffing plan, which it will review with the Debtor. Cole Schotz will file its budgets and staffing plans in connection with any and all applications for interim and final compensation they file this Chapter 11 Case.

32. No promises have been received by Cole Schotz nor any member or associate thereof as to compensation in connection with this case other than in accordance with the provisions of the Bankruptcy Code.

33. Pursuant to section 504 of the Bankruptcy Code, no agreement or understanding exists between Cole Schotz and any other person to share any compensation or reimbursement of expenses to be paid to Cole Schotz in this proceeding.

34. The proposed engagement of Cole Schotz is not prohibited by Bankruptcy Rule 5002.

35. Cole Schotz will abide by the terms of any orders entered in this case governing the compensation and reimbursement of professionals for services rendered and charges and disbursements incurred.

36. By reason of the foregoing, I believe Cole Schotz is eligible for employment and retention by the Debtor pursuant to section 327(a) of the Bankruptcy Code and the applicable Bankruptcy Rules and Local Rules.

I hereby declare under the penalty of perjury that the foregoing is true and correct.

Executed on January 27, 2025

/s/ Michael D. Sirota
MICHAEL D. SIROTA

SCHEDULE 1

Entity List

**DEBTOR AND NON-DEBTOR
AFFILIATES**

2 Shore Drive North, LLC
3rd Track Constructors Joint Venture
537 Greenwich JV Mezz LLC
537 Greenwich New JV LLC
537 Greenwich Owner LLC
75 Park Lane, LLC
CCA Bahamas, Ltd.
CCA Canada Holdings, Inc.
CCA China Construction, Inc.
CCA Construction, Inc.
CCA Civil - Halmar International, LLC
CCA Civil Colombia S.A.S.
CCA Civil Panama S.A.
CCA Civil Plaza Construction JV, LLC
CCA Civil, Inc.
CCA Development Panama S.A.
CCA Green B S.A.
CCA Institute, Inc.
CCA International Group, Inc.
CCA Jamaica Development Group
Limited
CCA Newport, Inc.
CCA Panama Corp.
CCA Peru Construction S.A.C.
CCA Southeast, Inc.
CCA Unibuy, LLC
CCACP.MCM CONSORCIO
CCASA Civil Mexico S.A.
CCASA DR, S.A.S.
China Construction America of South
Carolina, Inc.
China State Construction Engineering
Corp. Ltd.
China State Construction Engineering
Corporation Panama S.A.
China State Construction Engineering
Corporation Panama S.A. (SEM)
Colonial Hospitality Management Ltd.
CONSORCIO CCA-COCIGE
CSCEC (Bahamas), Ltd.

CSCEC Holding Company, Inc.
Dao Panama Development S.A.
Dynasty Capital Group, LLC
Greenwich Charlton Owner LLC
Hudson North, LLC
Hudson Park Investors, LLC
KM/Plaza
Lakeview Houston, LLC
Morristown Southgate LLC
Newworld One Bay Street Limited
OFICINA T1000-OFICINA 54A, S.A.
Park Lane Development, LLC
Park Shore Investors LLC
Plaza Construction California LLC
Plaza Construction DC LLC
Plaza Construction Holding Company
LLC
Plaza Construction LLC
Plaza Contracting Company LLC
Plaza CW LLC
Plaza FL Contracting, LLC
Plaza Group Holdings, LLC
Plaza Schiavone
Plaza/Time Square Joint Venture LLC
POINTE Hospitality Management Ltd.
SC EC-5 Management LLC
Shore Drive North Development, LLC
SRE Development, LLC
Strategic Greenwich Mezz Lender, LLC
Strategic Capital Beijing Consulting Co.
Ltd.
Strategic Capital, LLC
Strategic EB-5 LLC
Strategic Greenwich, LLC
Strategic Hudson North, LLC
Strategic Hudson South, LLC
Strategic Hudson Towers, LLC
Strategic Property Holding Limited
Strategic Real Estate, LLC
Strategic Park Shore, LLC
Yonkers Waterfront Properties, LLC
Plaza - SEM Corp

**CURRENT AND RECENT FORMER
DIRECTORS AND OFFICES**

Jingtao Yang
Jun Li
Lilin Cao
Yan Wei
Elizabeth Abrams
Alrazi Ballal
Chris Greco
Dawei Wang
Emre Ozcan
Jeffrey Clemens
Linsen Zhang
Michael Moore
Ning Yuan
Peter Hulburt
Phillip Amarante
Taizhong Wu
Thomas Crozier
Thomas D'Ercole
Yunfeng Zhang
Zhigang Wu

INSURERS

Aetna
AIG
Beazley Insurance Company
Berkley Assurance Company
Chubb
EyeMed
Homesite
Navigators
New Jersey Casualty Insurance Company
ShelterPoint Life Insurance Company
Sompco
Starr Indemnity and Liability Co
Travelers
United Healthcare Oxford

SURETY BOND PROVIDERS

American International Companies
Crum & Forster A Fairfax Company
Euler Hermes North America Insurance
Company
Swiss Re Corporate Solutions

**COUNTERPARTIES TO
CONTRACTS & LEASES**

Adobe
ADT
AIA Contract Licenses
Benefit Mall
C&M First Services Inc.
Cablevision Lightpath LLC
Corporation Service Company
Exclaimer Ltd
Executive Color systems Inc
Fidelity Investment
First-Citizens Bank & Trust Company
Kelly Mac Interiorscapes Inc.
Korcomptenz Inc
LRN Corporation
Morris Street 2015 Urban Renewal, LLC
Paychex, Inc.
Pitney Bowes Inc.
ReportIt
RS mean
Sage Software Inc.
Stillwell Hansen
StormWind LLC
Thomson Reuters
United Airlines, Inc.

**LANDLORDS, MANAGEMENT
COMPANIES, AND RECENT
FORMER LANDLORDS**

MEPT Newport Tower LLC
Morristown Southgate LLC

LITIGATION PARTIES

BML Properties, Ltd.
Marina Pointe East Developer, LLC

PROFESSIONALS

Analysis Group, Inc.
BDO Consulting Group, LLC
Carlton Fields, P.A.
CBIZ Marks Paneth, LLC
Cole Schotz P.C.
Debevoise & Plimpton LLP
FGS Global (US) LLC
FTI Consulting, Inc.
Greenberg Traurig LLP
Kurtzman Carson Consultants, LLC dba
Verita Global
Pillsbury Winthrop Shaw Pittman LLP
Socotec Advisory, LLC
Squire Patton Boggs (US) LLP
Yutian Phinney

CREDITORS' PROFESSIONALS

B. Riley Securities
Gibbons P.C.
Lowenstein Sandler LLP

BANKS

HSBC Bank USA, N.A.

**TAXING AUTHORITIES AND
GOVERNMENTAL AGENCIES**

California Franchise Tax Board
Comptroller of Maryland
Connecticut Department of Revenue
Services
Florida Department of Revenue
IRS
Louisiana Department of Revenue

New Jersey Division of Taxation
New York City Department of Finance
New York State Department of Taxation
and Finance
Office of Tax and Revenue
Virginia Department of Taxation

VENDORS

4Imprint
AC Daughtry Security Systems
Accordant Company, LLC
Accurate Employment Screening
Adams and Reese LLP
ADP
Alfaro Abogados LLC
Amu Jili
Andy Shihadeh
AP F/B/O Elite Asset Staffing
Aramark
Automation Graphics, Inc.
Bank of Communications
Barst Mukamal & Kleiner, LLP
Bing Jia
Blake Cassels & Graydon LLP
Blondie's Treehouse, Inc
Bolati Dawure
Boys & Girls Clubs
Cambridge Floral Designs
CDW Direct
Cettina Infrastructure Advisor
CG Consulting Engineering
Chelsea Piers, L.P.
Chiesa Shahinian & Giantomasi PC
China General Chamber Commerce
ClearComany LLC
CohnReznick LLP
Counsel Press, Inc.
Computer Design & Integration
Confucius Foundation, Inc
Cosmic Yinyang Inc.
Creative Effects, Inc
Crestmont Country Club

CSC
CT Corporation
CubeSmart, L.P.
Deheng Chen, LLC
Delta General Construction
Ding Ding Multimedia Inc.
DunnCox
Enterprise Tolls
E.S.P. Production, Inc.
EKA Insurance Agency, Inc
Essex Locksmiths LLC
eVerge Group LLC
FASTSIGNS S.I.
FedEx
Fidelity Security Life Insurance
Friedman LLP
Global Leaders In Construction
GM Financial Leasing
Granger Reis Ltd
Graphite Engineering LTD.
Green and Spiegel LLP
Harvard Cleaning Services, Inc.
Harvard Maintenance, Inc.
Helmsman Management Services, LLC
Hercules Fence of Maryland LLC
Hudson River Moving & Storage
International Consulting Group
International Friendship Assoc
Inter-Tour Inc.
ITAV Multimedia Group LLC
Jamal Salter
Jersey City Economic
John Phinney
Kan Vision Inc.
Klasko Immigration Law Partners
Kramer Levin Naftalis & Frankel LLP
Liberty National
Liberty Science Center
Lily Yip Table Tennis Center
LinkedIn Corporation
LYTTC, Inc.
Marcum LLP
Margaret Jackson LLC

Margaritaville Entreprises LLC
Mark L. Vice Jr.
Metlife SBC
National Employee Assistance
NYS Assessment Receivables
NYS Unemployment Insurance
Ohio Bureau of Workers' Compen
Oracle America, Inc
PAS Peru SAC
Pedro Miguel Lorenti
Peerless Consulting Group, LLC
Pellerano & Herrera, Inc.
Perkaroma Coffee Service Inc
Phillip Gesue
Proptex LLC
Proshred Security
Purchase Power
Quench USA, Inc
Quill Corporation
Rosemary T McFadden
R S MEANS COMPANY LLC
SeeFilm LLC
SH Technical Services, Inc.
Six Flags Great Adventure LLC
Smith & Downey, P.A
State of New Jersey
Stericycle, Inc
Strategic Capital (Beijing) Consulting
Co., Ltd.
Sweet Booths
The Brattle Group, Inc.
The Furniture XChange
The Houston Chapter of China
The Union League Club
Thomas B. Crane
Total Fire Protection
USI Insurance Services
Verizon Wireless
Visory, Inc.
WA Golf Company, LLC
WageWorks
WEX Bank
White & Case LLP

Winston Zhou

**UNITED STATES TRUSTEE AND
BANKRUPTCY JUDGES FOR
DISTRICT OF NEW JERSEY (AND
KEY STAFF MEMBERS)**

Andre M. Espinosa
Andrea D. Bergman
Andrew B. Altenburg, Jr.
Ann Marie Donio
Brian Martinotti
Cathy L. Waldor
Christine M. Gravelle
Christine P. O'Hearn
Claire C. Cecchi
Edward S. Kiel
Elizabeth A. Pascal
Esther Salas
Evelyn Padin
Georgette Castner
J. Brendan Day
Jamel K. Semper
James B. Clark, III
Jeanne A. Naughton
Jerrold N. Poslusny, Jr.
Jessica S. Allen
John K. Sherwood
Jose R. Almonte
Joseph H. Rodriguez
Julien X. Neals
Justin T. Quinn
Karen M. Williams
Katharine S. Hayden
Leda Dunn Wettre
Madeline Cox Arleo
Mark E. Hall
Matthew J. Skahill
Melissa E. Rhoads
Michael B. Kaplan
Michael A. Hammer
Michael A. Shipp
Michael E. Farbiarz

Renee Marie Bumb
Robert Kirsch
Rosemary Gambardella
Rukhsanah L. Singh
Sharon A. King
Stacey D. Adams
Stacey L. Meisel
Stanley R. Chesler
Susan D. Wigenton
Tonianne J. Bongiovanni
Vincent F. Papalia
William J. Martini
Zahid N. Quraishi

SCHEDULE 2

Disclosure List

Name of Entity Searched	Name of Entity and/or Affiliate of Entity that is a Cole Schotz Client	Status of Representation
Plaza Construction	APF Properties, LLC	Current Client (Adverse to Entity Searched)
	Highbury Concrete, Inc.	Current Client (Adverse to Entity Searched)
	Top Shelf Electric	Current Client (Adverse to Entity Searched)
Thomson Reuters	Tradeweb Markets	Former Client
California Franchise Tax Board	The People of the State of California	Former Client
Verizon Wireless	Verizon North	Current Client
	Verizon Business Networks	Current Client
	Verizon Pennsylvania	Current Client
	Verizon Maryland	Current Client
	Verizon New Jersey	Current Client
	Verizon Communications	Current Client
	Verizon New England	Current Client
Metlife SBC	Metlife Investment Management, LLC is a member of the Ad Hoc Group of Certain Holders of Term Loans under the TL Facility in the Luck Bucks, LLC Proceeding	Former Client

Boys & Girls Clubs	Boys & Girls Club of Clifton, NJ	Current Client
Six Flags Great Adventure LLC	Six Flags Entertainment Corp.; Six Flags Theme Parks, Inc.; 6 Flags Great Adventure	Former Client
China People Life Insurance Co.	People's Insurance Company of China Limited	Current Client
B. Riley Securities	B. Riley & Co., LLC	Former Client
	B. Riley Commercial Capital, LLC	Former Client
	B. Riley Securities, Inc. (fka B. Riley FBR, Inc., fka F. Riley & Co., LLC)	Current Client
	B. Riley Principal Investments, LLC	Former Client

Exhibit B

Wei Declaration

DEBEVOISE & PLIMPTON LLP

M. Natasha Labovitz (admitted *pro hac vice*)
Sidney P. Levinson (admitted *pro hac vice*)
Elie J. Worenklein
Rory B. Heller (admitted *pro hac vice*)
66 Hudson Boulevard
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COLE SCHOTZ P.C.

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Warren A. Usatine
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wusatine@coleschotz.com
fyudkin@coleschotz.com
rjareck@coleschotz.com

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

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

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

In re:

CCA Construction, Inc.,¹

Debtor.

Chapter 11

Case No. 24-22548 (CMG)

**DECLARATION OF YAN WEI IN SUPPORT OF DEBTOR'S APPLICATION
FOR ENTRY OF AN ORDER AUTHORIZING THE EMPLOYMENT AND
RETENTION OF COLE SCHOTZ P.C. AS BANKRUPTCY
CO-COUNSEL TO THE DEBTOR NUNC PRO TUNC TO THE PETITION DATE**

I, Yan Wei, pursuant to 28 U.S.C. § 1746, to the best of my knowledge and belief, and after reasonable inquiry, declare:

1. My name is Yan Wei. I am over the age of 21. I am the Chairman and Chief Executive Officer ("CEO") of CCA Construction, Inc. (the "Debtor"). I have served as Chairman

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

and CEO of the Debtor since the beginning of 2024. Accordingly, I am generally familiar with the business operations, business and financial affairs, and books and records of the Debtor and am in all respects competent to make this Declaration (the “Declaration”).

2. Except as otherwise indicated herein, the facts set forth in this Declaration are based upon my personal knowledge, my review of relevant documents, information provided to me by Cole Schotz and/or employees working under my supervision, or my opinion based upon my experience, knowledge, and information concerning the Debtor’s operations. I am authorized to submit this Declaration on the Debtor’s behalf. If called upon to testify, I would testify competently to the facts set forth in this Declaration.

3. This Declaration is submitted in support of the *Debtor’s Application for Entry of an Order Authorizing the Employment and Retention of Cole Schotz P.C. as Bankruptcy Co-Counsel to the Debtor Nunc Pro Tunc to the Petition Date* (the “Application”),² filed concurrently herewith.

4. This Declaration also is submitted provided pursuant to Section D.2 of the *Appendix B Guidelines for Reviewing Applications for Compensation and Reimbursement of Expenses Filed Under 11 U.S.C. § 330 by Attorneys in Larger Chapter 11 Cases*, effective as of November 1, 2013 (the “U.S. Trustee Guidelines”), promulgated by the Office of the United States Trustee (the “U.S. Trustee”). I am informed by Cole Schotz that the U.S. Trustee Guidelines require that any application for employment of an attorney under section 327 or 1103 of the Bankruptcy Code be accompanied by a verified statement from the client that addresses the following:

- (a) The identity and position of the person making the verification. The person ordinarily should be the general counsel of the debtor or another officer responsible for supervising outside counsel and monitoring and controlling legal costs.

² Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Application.

- (b) The steps taken by the client to ensure that the applicant's billing rates and material terms for the engagement are comparable to the applicant's billing rates and terms for other non-bankruptcy engagements and to the billing rates and terms of other comparably skilled professionals.
- (c) The number of firms the client interviewed.
- (d) If the billing rates are not comparable to the applicant's billing rates for other non-bankruptcy engagements and to the billing rates of other comparably skilled professionals, the circumstances warranting the retention of that firm.
- (e) The procedures the client has established to supervise the applicant's fees and expenses and to manage costs. If the procedure for the budgeting, review and approval of fees and expenses differ from those the client regularly employs in nonbankruptcy cases to supervise outside general counsel, explain how and why. In addition, describe any efforts to negotiate rates including rates for routing matters, or in the alternative to delegate such matters to less expensive counsel.

5. In my capacity as CEO of the Debtor, I am part of the Debtor's team responsible for supervising the Debtor's outside counsel and monitoring and controlling legal costs.

6. Prior to the Petition Date, Debevoise recommended that the Debtor retain New Jersey counsel to represent them in this Chapter 11 Case. In that regard, Debevoise recommended that the Debtor consider two law firms, one of which was Cole Schotz. In recommending Cole Schotz, Debevoise expressed that Cole Schotz was the premier law firm in New Jersey with a preeminent bankruptcy practice, significant experience appearing before this Court, an in-depth knowledge of the local practice and procedure, and a competitive rate structure. Based on the Debtor's familiarity with Cole Schotz from prior matters and its reputation, the Debtor elected to retain Cole Schotz. With respect to the retention of New Jersey counsel, the Debtor did not interview any other firms.

7. Since its retention, Cole Schotz has provided advice and assisted the Debtor in certain aspects of its restructuring efforts based on its experience with cases of large and complex companies like the Debtor. In addition, Cole Schotz has provided advice on the local rules,

procedures, and practices in this District. I believe that for these reasons Cole Schotz is well-qualified to serve as the Debtor's bankruptcy co-counsel in this Chapter 11 Case. Moreover, in the event Cole Schotz has a disabling conflict of interest in this Chapter 11 Case, that matter will be handled by Debevoise.

8. I have confirmed with Cole Schotz that, although its billing rates vary from attorney to attorney based on such facts as the attorney's seniority and position with the firm (*e.g.*, member, counsel, or associate), years of experience, and the demand for services in the attorney's particular area of expertise, its billing rates do not vary as a function of whether the services performed relate to a bankruptcy engagement or a non-bankruptcy engagement.

9. The Debtor has been informed that Cole Schotz endeavors to set the hourly rates for its attorneys and paraprofessionals at levels competitive to those charged by firms with whom they compete. In addition, the Debtor confirmed that (i) the Cole Schotz attorneys staffed to this engagement will not be charging a premium or in any way increasing their hourly rates over the fees charged to non-bankruptcy clients, and (ii) the material terms for the engagement are comparable to terms of other comparably skilled professionals.

10. The Debtor supervises outside counsel retained in the ordinary course of business and will supervise the fees and expenses incurred by Cole Schotz in connection with this Chapter 11 Case. More specifically, in my capacity as CEO of the Debtor, my responsibilities extend to the supervision of counsel through the monitoring of costs, including legal costs. During the course of this Chapter 11 Case, I, or others working under my direction and guidance, will review Cole Schotz's invoices, monthly fee statements, and interim and final compensation applications in connection with Cole Schotz's requests for payment of fees and reimbursement of expenses. Cole Schotz has assured me that, in order to avoid any duplication of effort and provide services

to the Debtor in the most efficient and cost-effective manner, Cole Schotz will continue to coordinate with Debevoise and any other firms the Debtor retain regarding their respective responsibilities in this Chapter 11 Case.

11. I understand that Cole Schotz historically increases its hourly billing rates for their professionals and paraprofessionals on September 1 of each year. The Debtor has consented to such ordinary course rate increases.

12. Cole Schotz has indicated that it will provide the Debtor with prospective budgets and staffing plans in accordance with the U.S. Trustee Guidelines. The Debtor recognizes, however, that in the course of this Chapter 11 Case, there may be unforeseeable fees and expenses that will need to be addressed by the Debtor and Cole Schotz. The Debtor recognizes that its responsibility to closely monitor Cole Schotz's billing practices and to ensure that the fees and expenses paid by the estate remain consistent with the Debtor's expectations and the exigencies of this Chapter 11 Case. The Debtor will work with Cole Schotz to amend the budget and staffing plan as necessary during the pendency of this Chapter 11 Case.

13. To the extent the Debtor has an objection to the fees and expenses requested by Cole Schotz in any monthly fee statement or interim or final compensation applications that cannot be informally resolved to the Debtor's satisfaction, Cole Schotz has informed me that it will file a Notice of Objection to Fee Statement on the Debtor's behalf. I understand that Cole Schotz reserves all rights to contest any such objection raised to the allowance or payment of its requested fees and expenses, and the Debtor reserves all rights to retain conflicts counsel to prosecute any such fee objection to the extent it cannot be resolved informally by the parties.

14. Nothing contained herein is intended to limit Cole Schotz's ability to request allowance and payment of fees and expenses pursuant to sections 330 and 331 of the Bankruptcy

Code, nor to restrict Cole Schotz's rights to defend any objection raised to the allowance or payment of such fees, nor to restrict the Debtor's right to retain conflicts counsel to prosecute any such fee objection to the extent it is not resolved informally by the parties or raised by another party-in-interest, such as the U.S. Trustee.

15. Based on the foregoing, I am of the opinion that it is necessary for the Debtor to employ Cole Schotz as its counsel in this case and that such employment is in the best interest of the Debtor's estate.

I hereby declare under the penalty of perjury that the foregoing is true and correct.

Dated: January 27, 2025

CCA CONSTRUCTION, INC.

By: /s/ Yan Wei
Yan Wei
Chairman and CEO
CCA Construction, Inc.

PROPOSED ORDER

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

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

COLE SCHOTZ P.C.

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

-and-

DEBEVOISE & PLIMPTON LLP

M. Natasha Labovitz (admitted *pro hac vice*)
Sidney P. Levinson (admitted *pro hac vice*)
Elie J. Worenklein
Rory B. Heller (admitted *pro hac vice*)
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

In re:

CCA Construction, Inc.,¹

Debtor.

Chapter 11

Case No. 24-22548 (CMG)

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

(Page 3)

Debtor: CCA Construction, Inc.

Case No. 24-22548 (CMG)

Caption of Order: ORDER APPROVING THE EMPLOYMENT AND RETENTION OF COLE SCHOTZ P.C. AS CO-COUNSEL TO THE DEBTOR *NUNC PRO TUNC* TO THE PETITION DATE

**ORDER APPROVING THE EMPLOYMENT AND RETENTION OF
COLE SCHOTZ P.C. AS CO-COUNSEL TO THE DEBTOR
NUNC PRO TUNC TO THE PETITION DATE**

The relief set forth on the following pages, numbered four (4) through seven (7), is hereby

ORDERED.

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Debtor: CCA Construction, Inc.
Case No. 24-22548 (CMG)
Caption of Order: ORDER APPROVING THE EMPLOYMENT AND RETENTION OF COLE SCHOTZ P.C. AS CO-COUNSEL TO THE DEBTOR *NUNC PRO TUNC* TO THE PETITION DATE

Upon the application (the “Application”)² of the above captioned debtor and debtor in possession (collectively, the “Debtor”), pursuant to sections 327(a), 329, and 330 of the Bankruptcy Code, Bankruptcy Rule 2014, and Local Rule 2014-1, authorizing the Debtor to employ and retain Cole Schotz P.C. (“Cole Schotz”) as bankruptcy co-counsel in this proceeding *nunc pro tunc* to the Petition Date; and the Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Standing Order of Reference of the Bankruptcy Court Under Title 11*, entered July 23, 1984, and amended on September 18, 2012 (Simandle, C.J.); and consideration of the Application and the relief requested therein being a core proceeding pursuant to 28 U.S.C. § 157(b)(2), and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and notice of the Application having been given as provided in the Application, and such notice having been adequate and appropriate under the circumstances; and it appearing that no other or further notice of the Application need be provided; and upon the Declarations of Michael D. Sirota, Esq. and Yan Wei in support thereof; and the Court being satisfied that Cole Schotz does not hold or represent any interest adverse to the Debtor, its estate, or its creditors, and is a disinterested person within the meaning of sections 327 and 101(14) of the Bankruptcy Code, and that the legal and factual bases set forth in the Application establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The Application is **GRANTED** as set forth herein.

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Application.

(Page 5)

Debtor: CCA Construction, Inc.

Case No. 24-22548 (CMG)

Caption of Order: ORDER APPROVING THE EMPLOYMENT AND RETENTION OF COLE SCHOTZ P.C. AS CO-COUNSEL TO THE DEBTOR *NUNC PRO TUNC* TO THE PETITION DATE

2. In accordance with sections 327(a), 329, and 330 of the Bankruptcy Code, the Debtor is hereby authorized and empowered to employ and retain Cole Schotz as bankruptcy co-counsel in this Chapter 11 Case effective as of the Petition Date in accordance with the terms set forth in the Application and the Engagement Letter attached hereto as **Exhibit 1**, to the extent set forth herein.

3. Any and all compensation to be paid to Cole Schotz for services rendered on the Debtor's behalf, including compensation for services rendered in connection with the preparation of the petition and accompanying papers, shall be fixed by application to this Court in accordance with sections 330 and 331 of the Bankruptcy Code, such Federal Rules and Local Rules as may then be applicable, and any orders entered in this case governing the compensation and reimbursement of professionals for services rendered and charges and disbursements incurred. Cole Schotz also shall make a reasonable effort to comply with the U.S. Trustee Guidelines, both in connection with the Application and the interim and final fee applications to be filed by Cole Schotz in the Chapter 11 Case.

4. In order to avoid any duplication of effort and provide services to the Debtor in the most efficient and cost-effective manner, Cole Schotz shall coordinate with Debevoise & Plimpton LLP and any additional firms the Debtor retains regarding their respective responsibilities in this Chapter 11 Case. As such, Cole Schotz shall use its best efforts to avoid duplication of services provided by any of the Debtor's other retained professionals in this Chapter 11 Case.

5. Prior to applying any increases in its hourly rates beyond the rates set forth in the Application, Cole Schotz shall provide ten (10) days' prior notice of any such increases to the Debtor, the United States Trustee, and the Committee and shall file such notice with the Court. All parties in interest retain rights to object to any rate increase on all grounds, including the reasonableness standard

(Page 6)

Debtor: CCA Construction, Inc.

Case No. 24-22548 (CMG)

Caption of Order: ORDER APPROVING THE EMPLOYMENT AND RETENTION OF COLE SCHOTZ P.C. AS CO-COUNSEL TO THE DEBTOR *NUNC PRO TUNC* TO THE PETITION DATE

set forth in section 330 of the Bankruptcy Code, and the Court retains the right to review any rate increase pursuant to section 330 of the Bankruptcy Code.

6. Cole Schotz (i) shall only bill 50 percent for non-working travel; (ii) shall not seek the reimbursement of any fees or costs, including attorney fees and costs, arising from the defense of any objections to any of Cole Schotz's fee applications in this case; (iii) shall use the billing and expense categories set forth in the US Trustee Guidelines (Exhibit D-1 "Summary of Compensation Requested by Project Category"); and (iv) provide any and all monthly fee statements, interim fee applications, and final fee applications in "LEDES" format to the United States Trustee.

7. Notwithstanding anything in the Application or the Sirota Declaration to the contrary, Cole Schotz shall seek reimbursement from the Debtor's estate for its engagement-related expenses at the firm's actual cost paid.

8. Notwithstanding anything in the Application and the Sirota Declaration to the contrary, Cole Schotz shall to the extent that Cole Schotz uses the services of independent contractors or subcontractors (collectively, the "Contractors") in this case, (i) pass through the cost of such Contractors at the same rate that Cole Schotz pays the Contractors; (ii) seek reimbursement for actual costs only; (iii) ensure that the Contractors are subject to the same conflicts checks as required for Cole Schotz; (iv) file with this Court such disclosures required by Bankruptcy Rule 2014; and (v) attach any such Contractor invoices to its monthly fee statements, interim fee applications and/or final fee applications filed in this case. No agreement or understanding exists between Cole Schotz and any other person, other than as permitted by Bankruptcy Code section 504, to share compensation received for services rendered in connection with this case, nor shall Cole Schotz share or agree to share

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Debtor: CCA Construction, Inc.
Case No. 24-22548 (CMG)
Caption of Order: ORDER APPROVING THE EMPLOYMENT AND RETENTION OF COLE SCHOTZ P.C. AS CO-COUNSEL TO THE DEBTOR *NUNC PRO TUNC* TO THE PETITION DATE

compensation received for services rendered in connection with this case with any other person other than as permitted by Bankruptcy Code section 504.

9. Notwithstanding Cole Schotz's Standard Terms of Engagement for Legal Services, the provision that "Our bills are due and payable upon receipt" shall be null and void during the pendency of this bankruptcy case.

10. Notwithstanding Cole Schotz's Standard Terms of Engagement for Legal Services, during the pendency of the Chapter 11 Case, Cole Schotz's retainer shall be treated like a security retainer and shall not be drawn down absent Court order.

11. As set forth in Cole Schotz's Standard Terms of Engagement for Legal Services, Cole Schotz's fees and expenses will be considered "earned" at the time they are incurred, notwithstanding the fact that any such amounts shall only be payable as set forth in any order granting that certain *Motion for Entry of an Administrative Fee Order Establishing Procedures for the Allowance and Payment of Interim Compensation and Reimbursement of Expenses of Professionals Retained by Order of this Court* [Docket No. 73] and shall only be allowed upon entry of a Court order allowing them.

12. Notwithstanding Cole Schotz's Standard Terms of Engagement for Legal Services, the provision concerning fee disputes is null and void during the pendency of this Chapter 11 Case.

13. To the extent the Application, the Sirota Declaration, or any engagement agreement pertaining to this retention is inconsistent with this Order, the terms of this Order shall govern.

14. The Debtor are authorized to take all action necessary to carry out this Order.

15. This Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation, and/or enforcement of this Order.

EXHIBIT 1

Engagement Letter



Michael D. Sirota
Member
Admitted in NJ and NY

Reply to New Jersey Office
Writer's Direct Line: 201.525.6262
Writer's Direct Fax: 201.678.6262
Writer's E-Mail: msirota@coleschotz.com

Court Plaza North
25 Main Street
P.O. Box 800
Hackensack, NJ 07602-0800
201-489-3000 201-489-1536 fax

—
New York
—
Delaware
—
Maryland
—
Texas
—
Florida

October 14, 2024

**ATTORNEY-CLIENT PRIVILEGED
PERSONAL AND CONFIDENTIAL**

Via E-mail: Mcmahon.James@cca.us

James McMahon, Esq.
General Counsel, Legal
China Construction America
445 South Street
Suite 310
Morristown, NJ 07960


Re: Engagement Agreement

Dear Mr. McMahon:

Thank you for entrusting your legal needs to us. This letter and the accompanying Standard Terms of Engagement set forth the terms of Cole Schotz P.C.'s representation of CCA Construction, Inc and, to the extent necessary, certain affiliates (hereinafter collectively referred to as "CCA").

The scope of our representation shall be limited to acting as co-counsel with Debevoise & Plimpton, LLP ("D&P") in a potential Chapter 11 case to be filed by CCA in the United States Bankruptcy Court for the District of New Jersey. The services the Firm will provide will be at the direction of D&P and CCA including defining our specific role with respect to the preparation and filing of the chapter 11 petitions, such as review of documents and preparation of the petition with supporting schedules and statements. During the case, and subject to our ethical obligations discussed above, we will: (1) advise and consult on the prosecution of the chapter 11 cases, including all of the legal and administrative requirements of operating in chapter 11; (2) prepare such administrative and procedural applications and motions as may be required for the orderly and efficient conduct of the cases; (3) prosecute and defend litigation that may arise during the course of the cases; (4) consult with you concerning and participate in the formulation, negotiation, preparation and filing of a plan or plans of reorganization/liquidation and disclosure statement(s) to accompany the plan(s); (5) review and object to claims; (6) analyze, recommend, prepare, and bring causes of action permitted under the Bankruptcy Code; (7) address conflict matters to the extent necessary and (8) take all steps necessary and appropriate to bring the cases to a conclusion.

coleschotz.com

 COLE SCHOTZ P.C.

James McMahon, Esq.

October 14, 2024

Page 2

The scope of our engagement can only be extended pursuant to supplemental written agreement. CCA agrees to fully cooperate with us and to provide us with all information relevant to the issues involved in this matter. We agree to provide conscientious, competent and diligent services and at all times will coordinate with D&P to achieve a favorable outcome on a cost-effective basis. If you would like us to expand the scope of our engagement or the parties we represent, it must be subject to a separate written agreement.

The Firm's objective to charge a fair fee for the services rendered is achieved primarily by maintaining accurate records of the time spent by each attorney and paralegal on a particular matter and then billing for their time in accordance with the range of hourly rates established. I will be principally responsible for handling this matter. Presently, my hourly rate is \$1,575.00. I will also be working with my colleagues, Warren Usatine, Felice Yudkin and Ryan Jareck whose hourly rates are \$1,250.00, \$940.00 and \$900.00 respectively, among other lawyers and paralegals as needed. In addition to legal fees, our out-of-pocket expenses (as more particularly set forth in our Standard Terms of Engagement) will also be reflected in our monthly invoices.

Retainer

A retainer is required of clients prior to undertaking representation. The initial retainer requested in this matter is \$250,000.00, which will be replenished as fees and costs are invoiced so that the Firm is always holding said amount. The Firm's pre-petition invoices will be paid in regular intervals from the retainer account as fees are earned and expenses accrue.

In the event of a Chapter 11 proceeding, post-petition fees, charges and disbursements will be due and payable immediately in accordance with fee procedures approved by the Bankruptcy Court. CCA understands that while the arrangement in this paragraph may be altered in whole or in part by the Bankruptcy Court, CCA shall nonetheless remain liable for payment of court approved post-petition fees and expenses. Such items are afforded administrative priority under 11 U.S.C. § 503(b)(1). The Bankruptcy Code provides in pertinent part, at 11 U.S.C. § 1129(a)(9)(A), that a plan of reorganization cannot be confirmed unless these priority expenses are paid in full (unless such claimants agree to different treatment) in cash on the effective date of any reorganization plan. After the petition date, the retainer shall be held and applied against the final Chapter 11 fee application. At the conclusion of our representation of CCA, we will apply the balance of the retainer against our final statement and refund any excess to CCA.

This agreement, as well as our entire attorney-client relationship, shall be governed exclusively by State of New Jersey law. Should any dispute arise regarding same which cannot be resolved amicably, the courts of the State of New Jersey shall be the exclusive jurisdiction for the dispute to be litigated.

If this agreement is acceptable, please indicate CCA's understanding and acceptance of the terms and conditions set forth herein by countersigning and returning a copy of this letter together with the initial retainer (\$250,000.00). The Firm's wiring instructions are attached for your convenience.

☼ COLE SCHOTZ P.C.

James McMahon, Esq.
October 14, 2024
Page 3

We look forward to working with you.

Very truly yours,

/s/ Michael D. Sirota

Michael D. Sirota

MDS:cdc

Attachment

cc: Warren A. Usatine, Esq.
Felice R. Yudkin, Esq.
Ryan T. Jareck, Esq.

We consent to the terms and conditions set forth above and in the Standard Terms of Engagement for Legal Services attached herewith.

CCA Construction Inc.
~~China Construction America and affiliates~~

By: 
Title: *General Counsel*

Dated: October 18, 2024



STANDARD TERMS OF ENGAGEMENT FOR LEGAL SERVICES

This statement sets forth Cole Schotz P.C.'s ("we," "our," or the "Firm") standard terms of engagement as attorneys for the client(s) ("you" or "your") identified in the accompanying Engagement Letter. The Engagement Letter sets forth additional terms and conditions, and those terms control in any case where the Engagement Letter conflicts with these standard terms. The following terms are an integral part of our agreement and should be reviewed carefully. We also suggest that you retain this statement in your files. If at any time you have questions about these terms, please let us know as soon as possible so that we can provide you with timely answers.

THE SCOPE OF OUR WORK

The scope of the legal services we agree to perform for you is only as expressly described in the Engagement Letter. If at any time you are not certain about the scope of our representation, please contact us for clarification. We are happy to answer any questions you may have.

We will do our best to serve you efficiently. The outcome of any matter is subject to inherent risks and other factors beyond our control. Therefore, we have not made, and cannot make, any guarantees or promises concerning the outcome of this matter. Any statements on our part concerning the likely outcome of a matter are expressions of our professional assessment of the matter in question, and such assessments always present a degree of uncertainty because they are limited by our knowledge of the facts, unsettled areas of the law, changes in the state of the law, equitable considerations, exercise of judgment in the application of the law, and many other unknown factors.

This engagement may result in a variety of tax or other consequences, including without limitation, regulatory matters or potential reporting requirements (such as under the Corporate Transparency Act). Unless specifically stated in the accompanying Engagement Letter, the scope of our engagement does not include such tax, regulatory matters, reporting or other advice, unless expressly contemplated herein. The Firm will only provide tax or any other advice upon your request and entry into a separate written agreement or amendment to this engagement acceptable to you and the Firm.

Also, unless specifically stated in the accompanying Engagement Letter, the scope of our representation does not include determining whether you possess insurance coverage for any of the losses or expenses that you may incur in connection with this matter. You should immediately contact your insurance company or broker if you believe such coverage may exist. Alternatively, you may retain the Firm to assist with making that inquiry and determining coverage, but such expansion of the scope of our engagement must be agreed to in writing.

WHO PROVIDES THE LEGAL SERVICES

We assign an attorney as your primary contact at the Firm. This should be someone in whom you have confidence and with whom you enjoy working. You are free to request a change of contact person at any time. The legal work we perform for you may be performed by other lawyers, paralegals and legal assistants in the Firm as well. We delegate work among our lawyers, paralegals and legal assistants to promote effective and efficient rendition of necessary services. We are happy to advise you of the names of those attorneys, paralegals and legal assistants who work on your matters and their billing rates.

GENERATIVE ARTIFICIAL INTELLIGENCE

We anticipate that during the course of this engagement, the firm will use generative artificial intelligence ("GenAI") to enhance and streamline certain aspects of our services. For example, we may use this technology for such things as aiding document analysis, summarizing information and assisting in legal research. Like any technology, GenAI carries some degree of risk, which may include the risk of errors in GenAI-generated content, data security vulnerabilities, and system malfunctions. We have implemented reasonable measures to safeguard against these risks, and our lawyers maintain oversight of GenAI-generated outputs. Accordingly, we believe that the benefits of using this technology outweigh the related risks. By engaging our firm, you hereby consent to our use of this technology.

HOW FEES ARE SET

We bill you based on the hourly rates for our attorneys and other professionals, depending on the time involved in rendering the necessary services. We record the time spent on your work, such as internal and external meetings, conferences, negotiations, factual and legal research and analysis, court appearances, document preparation and revision, drafting and review of correspondence, travel on your behalf, and other related services.

The hourly rates of our lawyers, paralegals and legal assistants are based on each timekeeper's knowledge and experience in his/her field and are reviewed and adjusted annually (typically in September) to reflect current levels of legal experience, changes in overhead costs, and other relevant factors. Any rate changes will be reflected in our monthly invoices. You will not receive a separate rate change notice.



Our current range of hourly rates is as follows:

Members	\$615.00 to \$1,575.00 per hour
Special Counsel	\$625.00 to \$840.00 per hour
Associates	\$385.00 to \$695.00 per hour
Paralegals	\$315.00 to \$460.00 per hour
Litigation Support Specialists	\$295.00 to \$535.00 per hour

We are often requested to estimate the amount of fees and costs likely to be incurred in connection with a particular matter. Whenever possible, we furnish such an estimate based upon our professional judgment, but when we do so, it is always with the understanding that it is not a maximum or fixed-fee quotation. The ultimate cost frequently is more or less than the amount estimated.

For certain well-defined services, we may quote a fixed fee. Generally, however, we do not accept a fixed fee engagement except in such circumstances or pursuant to a special arrangement tailored to the needs of a particular client. In all such situations, the fixed fee arrangement is expressed in the Engagement Letter, setting forth both the amount of the fee and the scope of the services to be provided in exchange for the fixed fee.

In certain situations, we provide legal services on a contingent fee basis. Any such arrangement must be reflected in a written contingent fee agreement.

OUT-OF-POCKET EXPENSES

As part of our representation, we may incur expenses on your behalf, and these must be paid by you on a timely basis. Whenever such costs are incurred, we itemize and bill them. Typical of such costs are conference calls; postage; messenger services, and express delivery charges; filing fees; deposition and transcript costs; witness fees; travel and overnight expenses; copying, scanning and printing charges; computer research charges (e.g. Lexis and Westlaw research); charges from outside experts and consultants (including accountants, appraisers, and other legal counsel) and fees and expenses related to collecting, hosting and processing electronically stored information. We generally request that outside service providers directly bill our clients for individual charges in excess of \$500, or we may invoice you for such charges billed to the Firm prior to your regularly scheduled invoicing.

RETAINER AND TRUST DEPOSITS

You may be asked to pay a retainer in connection with our representation of you. If so, the Engagement Letter provides details about the terms of the retainer.

During the course of our representation, it may be necessary for us to hold funds on your behalf in our Attorney Trust Account. Such trust funds will be deposited and held in a financial institution insured by the Federal Deposit Insurance Corporation ("FDIC").

Federal depository insurance coverage is currently limited to \$250,000.00 per account holder in each insured

financial institution. Funds held for you in our Attorney Trust Account are aggregated with all other funds belonging to you in the same financial institution in determining whether your deposit balance exceeds insurance limits. You will be notified by our trust accounting department of the financial institution(s) being used. The funds being held on your behalf in trust together with other funds not held by us on your behalf but to your credit in the same financial institution may exceed FDIC insurance coverage and therefore may not be insured in the event of a bank failure.

If you have any questions, you may contact our Accounting Department.

BILLING ARRANGEMENTS AND TERMS OF PAYMENT

We bill you on a regular basis, normally each month, for both fees and disbursements. To efficiently render our bills, we may render a bill through a date other than month-end. Fees and expenses, and the associated retainer, will be considered to be "earned" at the time that any fees and expenses are incurred. Our bills are due and payable upon receipt.

If your account becomes delinquent, you agree to promptly bring the account current. If the delinquency continues and you do not arrange satisfactory payment terms, we may withdraw from the representation (subject to court approval, if necessary) and pursue collection of your account. You agree to pay the costs of collecting the debt, including court costs, filing fees, and reasonable attorneys' fees.

FEE DISPUTES

If you disagree with any particular invoice, you must send us a written objection within thirty (30) days of your receipt of the invoice or you will be deemed to have approved the charges. Typically, such disagreements are resolved to the satisfaction of both sides, with little inconvenience or formality. In the event of a fee dispute that is not readily resolved, you may have the right to request arbitration under supervision of the state bar for the jurisdictions in which we practice.

POTENTIAL CONFLICTS/UNRELATED MATTERS WAIVER

Our Firm represents many other clients. It is possible that during the time we are representing you some of our present or future clients may have disputes with you. You agree that we may continue to represent, or may undertake in the future to represent, existing or new clients in any matter that is not substantially related to our work for you, even if the interests of such clients in those other matters are directly adverse to your interests. We agree, however, that your prospective consent to conflicting representation contained in the preceding sentence shall not apply in any instance where, as a result of our representation of you, we have obtained proprietary or other confidential information of a nonpublic nature that, if known to such other client,



could be used in any such other matter by such client to your material disadvantage.

In bankruptcy matters, it is possible that we will be asked to represent other creditors or parties-in-interest. You agree that we may continue to represent or may undertake in the future to represent existing and new clients in such matters. Of course, we will not represent another client in such matters who will take action directly adverse to you.

PRESERVATION OF ELECTRONICALLY STORED AND OTHER INFORMATION

If the matter for which we are engaged involves a dispute which could reasonably lead to litigation, you may be required to produce documents and other materials relating to such matter in the event of litigation. Therefore, it is vital in any such matter that you preserve all documents (hard copy and electronic), data compilations and tangible objects. The requirement to preserve these materials is a continuing one and will last until you are advised to stop. Failure to preserve these materials could result in Court-imposed penalties or sanctions against you and/or others and can expose those involved to claims for spoliation of evidence. In applicable matters, a "Legal Hold Notice" that further discusses these issues will accompany the Engagement Letter.

TERMINATION

You may terminate our representation at any time by notifying us in writing. Your termination of our services does not affect your responsibility for payment of fees for legal services rendered and out-of-pocket costs incurred before termination and in connection with an orderly transition of the matter, including the collection, processing and transmittal of your file to you or substitute counsel.

Subject to the rules of professional responsibility for the jurisdictions in which we practice, we may withdraw from representation if you fail to abide by these Terms of Engagement as modified by the Engagement Letter, including, for example, nonpayment of fees or costs, misrepresentation or failure to disclose material facts, conflicts of interest with another client, or your failure to communicate or cooperate with us. We try to identify in advance and discuss with our client(s) any situation that may lead to our withdrawal and, if withdrawal ever becomes necessary, we immediately give written notice of our withdrawal. Our right to withdraw depends upon the circumstances existing at the time we seek withdrawal, and we will not withdraw unless withdrawal can be accomplished without violation of applicable rules of professional conduct.

CONCLUSION OF REPRESENTATION; DISPOSITION OF DOCUMENTS

Unless previously terminated, our representation of you concludes upon our sending our final statement for services rendered in the matter covered in our Engagement Letter. We maintain in confidence any otherwise nonpublic information that you have supplied to us, and that we retain, in accordance with applicable rules of professional conduct. At your request, your papers and property are returned promptly upon receipt of payment for outstanding fees and costs. We may retain copies pertaining to the matter for our files. Any such documents retained by us may be transferred to the person responsible for administering our records retention program. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to destroy or otherwise dispose of any such documents or other materials after the termination of the engagement. We may also transfer the information on the documents to electronic media. If we are served with a subpoena for your file, we will notify you. If we are required to comply with the subpoena, you will be responsible for the legal fees and costs incurred, including the review and analysis of documents to determine if privileged documents should be withheld.

DISCLOSURE OF REPRESENTATION

You hereby acknowledge and agree that, subject to the attorney-client privilege, we may represent to third parties that you are a client of the Firm, we may use your logo in connection with marketing and business development initiatives, and we may provide a general description of the services rendered for your benefit.

POST-ENGAGEMENT MATTERS

You are engaging us to provide legal services in connection with a specific matter. After completion of the matter, changes may occur in the applicable laws or regulations or facts that could have an impact upon your compliance with law, or rights and liabilities. Unless you specifically engage us with regard to future legal development(s) relating to this matter, we have no continuing obligation to advise you with respect to future legal developments concerning the matter (whether arising due to change in fact or law). In addition, and without limiting the generality of the foregoing, it is your responsibility, and we assume no responsibility for keeping track of critical dates, time periods by which notices must be given or advising you of the dates, or time periods by which you must address future deadlines or critical dates such as filings, renewal options, UCC continuation statements, payment due dates or otherwise. Finally, if the Firm is served with a subpoena for the production of documents or testimony relating to or arising from this representation, You agree to pay all reasonable attorneys' fees and costs incurred by the Firm in connection with the subpoena.