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

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

In re:

CCA Construction, Inc.,¹

Debtor.

Chapter 11

Case No. 24-22548 (CMG)

**DEBTOR'S APPLICATION FOR ENTRY OF
AN ORDER AUTHORIZING THE EMPLOYMENT AND
RETENTION OF DEBEVOISE & PLIMPTON LLP AS BANKRUPTCY
CO-COUNSEL FOR THE DEBTOR EFFECTIVE AS OF THE PETITION DATE**

TO THE HONORABLE CHRISTINE M. GRAVELLE
UNITED STATES BANKRUPTCY JUDGE:

The above-captioned debtor and debtor in possession ("CCA" or the "**Debtor**")
respectfully states as follows in support of this application:

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.



Relief Requested

1. CCA seeks entry of an order, substantially in the form attached hereto as **Exhibit A** (the “**Order**”), authorizing CCA’s employment and retention of Debevoise & Plimpton LLP (“**Debevoise**”) as its attorneys effective as of the Petition Date (as defined herein). In support of this application, the Debtor submits the declaration of M. Natasha Labovitz, a partner at Debevoise, attached hereto as **Exhibit B** (the “**Labovitz Declaration**”), and the declaration of Yan Wei, Chairman and Chief Executive Officer of CCA, attached hereto as **Exhibit C** (the “**Wei Declaration**”).

Jurisdiction and Venue

1. This Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Standing Order of Reference to the Bankruptcy Court Under Title 11*, entered July 23, 1984, and amended on September 18, 2012 (Simandle, C.J.). CCA consents to the entry of a final order by the Court in connection with this application to the extent that it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution.

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) and 330 of title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (the “**Bankruptcy Code**”), rules 2014(a) and 2016 of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”), and rule 2014-1 of the Local Rules of the United States Bankruptcy Court for the District of New Jersey (the “**Local Rules**”).

Background

4. CCA is headquartered in New Jersey and provides construction management, program management, and general contracting services for public and private clients through its non-debtor operating subsidiaries (the “**Non-Debtor Subsidiaries**,” and together with the Debtor, the “**CCA Group**”). In particular, CCA supports its Non-Debtor Subsidiaries by providing them with key shared services to enable them to deliver large-scale projects in the civil, commercial, residential, and public infrastructure sectors.

5. On December 22, 2024 (the “**Petition Date**”), CCA filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code. CCA is operating its business and managing its property as debtor in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. 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 committee has been appointed or designated.

6. Additional information regarding CCA, the events leading up to the Petition Date, and the facts and circumstances supporting the relief requested in this application is set forth in the *Declaration of Yan Wei, Chairman and Chief Executive Officer of the Debtor, in Support of Chapter 11 Petition* [Docket No. 11] and the *Declaration of Evan Blum in Support of First Day Pleadings and Debtor in Possession Financing* [Docket No. 12].

Retention of Debevoise & Plimpton

I. Debevoise’s Qualifications

7. CCA has selected Debevoise as its attorneys because of the firm’s extensive experience and knowledge in both corporate transactional work and litigation and, in particular, because of Debevoise’s recognized expertise in bankruptcy and restructuring, corporate finance,

capital markets, mergers and acquisitions, and many other areas. Debevoise also has extensive expertise, experience, and knowledge practicing before bankruptcy courts. Additionally, Debevoise has represented CCA since November 2023 and over the course of this representation has developed a unique knowledge of CCA's business, affiliates, litigation, liabilities, and many of the potential legal issues, including a core litigation matter, that may arise in the context of the chapter 11 case. This knowledge makes Debevoise distinctively suited to serve as CCA's bankruptcy counsel.

8. Debevoise and the attorneys engaged in this representation have been actively involved in many large and complex chapter 11 cases representing debtors and other major parties in interest, including, among others, *In re Spirit Airlines, Inc.*, No. 24-11988 (SHL) (Bankr. S.D.N.Y. Dec. 18, 2024); *In re AIG Financial Products Corp.*, No. 22-11309 (MFW) (Bankr. D. Del. Jan. 30, 2023); *In re Philippine Airlines, Inc.*, No. 21-11569 (SCC) (Bankr. S.D.N.Y. Oct. 26, 2021); *In re High Ridge Brands Co.*, No. 19-12689 (BLS) (Bankr. D. Del. Jan. 15, 2020); *In re David's Bridal, Inc.*, No. 18-12635 (LSS) (Bankr. D. Del. Nov. 19, 2018); *In re La Paloma Generating Co. LLC*, No. 16-12700 (CSS) (Bankr. D. Del. July 20, 2017); *In re CHC Grp. Ltd.*, No. 16-31854 (BJH) (Bankr. N.D. Tex. July 14, 2016); *In re Altegrity, Inc.*, No. 15-10226 (LSS) (Bankr. D. Del. Mar. 16, 2015); *In re AMR Corp.*, No. 11-15463 (SHL) (Bankr. S.D.N.Y. Mar. 2, 2012).

9. Since November 2023, Debevoise has represented CCA in certain litigation matters. In particular, Debevoise is currently representing CCA, as well as CCA's two non-Debtor affiliates, CSCEC (Bahamas), Ltd. ("CSCECB") and CCA Bahamas Ltd. ("CCAB"), as defendants in *BML Props. Ltd. v. China Construction America, Inc., et al.*, No. 657550/2017 (Sup. Ct., N.Y. County), in the New York Supreme Court, Commercial Division (the "**Baha**

Mar Litigation”), including the pending appeal before the First Department. The judgment stemming from the Baha Mar Litigation, which is described in more detail in the *Declaration of Yan Wei, Chairman and Chief Executive Officer of the Debtor, in Support of Chapter 11 Petition* [Docket No. 11], is CCA’s largest liability and was one of the key causes of the chapter 11 filing.

10. On September 12, 2024, CCA also engaged Debevoise as restructuring counsel to assist and advise them with respect to various restructuring and contingency planning issues, including both potential in-court and out-of-court strategies. Due to its prior relationship with CCA and in preparing for its representation of CCA in this chapter 11 case, Debevoise has become familiar with CCA’s business and many of the potential legal issues that are likely to arise in the context of this chapter 11 case. Accordingly, Debevoise has significant relevant experience with CCA that will enable the firm to deal effectively and efficiently with the legal issues that may arise in this chapter 11 case.

11. CCA believes that Debevoise is both well-qualified and uniquely able to represent it in this chapter 11 case in light of its background representing CCA in the Baha Mar Litigation and preparations for the chapter 11 filing. Should CCA be required to retain primary counsel other than Debevoise in connection with the prosecution of this chapter 11 case, CCA, its estate and all parties in interest will be unduly prejudiced by the time and expense necessary to enable other counsel to become familiar with the intricacies of CCA’s business and operations.

II. Services to Be Provided

12. Subject to further order of the Court, and consistent with the *Guidelines for Reviewing Applications and for Compensation and Reimbursement of Expenses Filed Under 11 U.S.C. § 330 by Attorneys in Larger Chapter 11 Cases* (the “**U.S. Trustee Guidelines**”) and with that certain engagement letter dated as of September 12, 2024 (the “**Engagement Letter**”), a copy of which is attached as **Exhibit 1** to **Exhibit A** hereto, CCA requests authorization to

employ and retain Debevoise to render the following legal services in connection with the chapter 11 case:

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

13. As noted earlier, Debevoise will also continue to represent CCA and the other defendants in the Baha Mar Litigation (including the pending appeal before the First Department that this Court authorized on December 27, 2024 [Docket No. 53]) in accordance with a separate

litigation engagement letter between Debevoise and the non-Debtor defendants. Consistent with prepetition practices and this Court's prior order, the fees incurred in connection with the Baha Mar Litigation are expected to be paid by the non-Debtor defendants, and not by CCA.

14. In addition, by separate application filed contemporaneously herewith, CCA is seeking to employ Cole Schotz as co-counsel to CCA. Debevoise does not have an office in the State of New Jersey and, to comply with Local Rule 9010-1(b), CCA is required to retain New Jersey co-counsel. Debevoise and Cole Schotz will work closely to prevent unnecessary or inefficient duplication of services. CCA also intends for Cole Schotz to handle matters that CCA may encounter that cannot be handled by Debevoise due to conflicts of interest or which can be more efficiently handled by Cole Schotz.

15. CCA expects that Cole Schotz will be primarily responsible for the following legal services in connection with the chapter 11 case:

- (a) providing CCA with advice, based on its extensive experience practicing in the District of New Jersey, regarding CCA'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 CCA 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 CCA 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 with respect to which Debevoise may have a conflict or as needed based on specialization;
- (i) performing all other legal services for and on behalf of CCA which may be necessary or appropriate in the administration of this chapter 11 case and the fulfillment of CCA's duties as a debtor in possession; and
- (j) responding to creditor and party-in-interest inquiries directed to Cole Schotz.

III. Professional Compensation

16. Debevoise intends to apply for (a) compensation for professional services rendered on an hourly basis and (b) reimbursement of expenses incurred in connection with CCA's chapter 11 case, in both cases subject to the Court's approval and in compliance with applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and any further procedures and orders of the Court. In addition, Debevoise will make reasonable efforts to comply with the U.S. Trustee Guidelines. The hourly rates and corresponding rate structure Debevoise will use in this chapter 11 case are consistent with the hourly rates and corresponding rate structure that Debevoise uses in other restructuring matters, as well as in similar complex corporate, securities, and litigation matters, whether in court or otherwise, regardless of whether a fee application is required. These rates reflect that such restructuring and other complex matters typically are national in scope and involve great complexity, high stakes, and severe time pressures.

17. Debevoise has informed CCA that, subject to the Court's approval, it will bill at its standard hourly rates, to which a 10% discount will be applied:

Billing Category	USD Rates
Partners	\$1,950 – 2,575
Counsel	\$1,700 – 2,125
Associates	\$890 – 1,635
Paraprofessionals	\$390 – 900

18. The professionals listed below are presently expected to have primary responsibility for providing services to CCA. As noted, their rates are subject to a 10% discount.

Timekeeper Name and Rank	USD Rate
M. Natasha Labovitz (Partner, Restructuring)	\$2,575
Sidney P. Levinson (Partner, Restructuring)	\$2,575
Mark Goodman (Partner, Litigation)	\$2,575
Erica S. Weisgerber (Partner, Litigation)	\$2,250
Morgan Davis (Partner, Litigation)	\$1,950
Elie J. Worenklein (Counsel, Restructuring)	\$1,800
Molly Maass (Associate, Litigation)	\$1,635
Rory Heller (Associate, Restructuring)	\$1,430
Shefit Koboci (Associate, Restructuring)	\$1,325
Benjamin Mishkin (Law Clerk, Restructuring)	\$890
Junho Park (Case Manager)	\$580

19. In addition, from time to time in the ordinary course, other Debevoise professionals and paraprofessionals will provide services to CCA.

20. Debevoise's hourly rates are set at a level designed to fairly compensate Debevoise for the work of its attorneys and paraprofessionals and to cover fixed and routine expenses. Hourly rates vary with the experience and seniority of the individuals assigned. CCA believes that these rates are consistent with market rates for comparable services and is informed that Debevoise periodically changes these rates in the ordinary course of business. Debevoise will inform CCA in advance of any such adjustments to its existing rate structure, and CCA has been advised by Debevoise that, pursuant to ABA Formal Ethics Opinion 11-458, "the client need not agree to pay the modified fee to have the lawyer continue the representation." *ABA Comm. on Ethics & Prof'l Responsibility, Formal Op. 458* (2011). To the extent Debevoise seeks to make any such adjustment to its rate structure, CCA expressly reserves the right to reject any such modification to the extent CCA deems it unreasonable. Prior to the Petition Date, Debevoise's restructuring team provided services to CCA at its standard hourly rates in effect from time to time (subject to a 10% discount and an additional threshold-based discount to

reflect time getting up to speed on restructuring matters), which were subject to periodic increases as a result of ordinary course rate adjustments described above. As previously noted, prior to the Petition Date, fees related to Debevoise's litigation representation in the Baha Mar Litigation were paid by CCA's non-debtor co-defendants, not by CCA, which arrangement will continue during the chapter 11 case.

21. It is Debevoise's policy to charge its clients in all areas of practice for certain expenses incurred in connection with a client's case. The expenses charged to clients include, among other things, photocopying, witness fees, travel expenses, filing and recording fees, postage, express mail and messenger charges, computerized legal research charges and other computer services, and expenses for "working meals."

22. It is CCA's understanding that Debevoise will submit detailed statements to the Court setting forth the services rendered and seeking compensation and reimbursement of expenses in accordance with any procedural order entered by this Court.

23. Consistent with the terms of the Engagement Letter, on October 16, 2024, CCA paid \$250,000 to Debevoise as an advanced payment retainer. Subsequently, CCA paid to Debevoise additional advance payment retainers of \$2,000,000 on October 25, 2024, and \$250,000 on December 19, 2024. The foregoing retainer payments constitute "advance payment retainers" as defined in Opinion 816 of the New York State Bar Association Committee on Professional Ethics and *Entegra Power Group, LLC v. Dewey & LeBoeuf LLP (In re Dewey & LeBoeuf LLP)*, 493 B.R. 421, 430 (Bankr. S.D.N.Y. 2013). As such, Debevoise earned the advanced payment retainers upon receipt, and, consequently, Debevoise placed the amounts into its general cash account. As Debevoise has invoiced CCA for professional services and for the reimbursement of reasonable and necessary expenses incurred in connection therewith, the

amounts and timing of which are set forth in the Labovitz Declaration, Debevoise has offset those invoices against the amounts held in retainer. CCA has then subsequently replenished the retainer to replace the amounts set off.

24. No promises have been received by Debevoise or by any partner, counsel, or associate thereof as to compensation in connection with the chapter 11 case other than in accordance with the provisions of the Bankruptcy Code. Moreover, as set forth in the Labovitz Declaration pursuant to Bankruptcy Rule 2016(b), Debevoise has not shared nor agreed to share (a) any compensation it has received or may receive with another party or person, other than with the partners, associates and contract attorneys associated with Debevoise or (b) any compensation another person or party has received or may receive.

25. As of the Petition Date, CCA did not owe Debevoise any amounts for legal services rendered before the Petition Date.

IV. Debevoise's Disinterestedness

26. To the best of CCA's knowledge, and as disclosed herein and in the Labovitz Declaration: (a) Debevoise is a "disinterested person" within the meaning of section 101(14) of the Bankruptcy Code, as required by section 327(a) of the Bankruptcy Code, and does not hold or represent an interest adverse to CCA's estate, and (b) Debevoise has no connection to CCA, its creditors or its related parties except as disclosed in the Labovitz Declaration.

27. Debevoise has informed CCA that Debevoise will periodically review its files during the pendency of this chapter 11 case to ensure that no conflicts or other disqualifying circumstances exist or arise. If any new relevant facts or relationships are discovered or arise, Debevoise will use reasonable efforts to identify such further developments and will promptly file a supplemental declaration, as required by Bankruptcy Rule 2014(a).

Basis for Relief

28. CCA seeks retention of Debevoise as its attorneys pursuant to section 327(a) of the Bankruptcy Code, which provides that a debtor, subject to court approval:

[M]ay 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 carrying out the [debtor]'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:

[S]pecific 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.

30. CCA submits that, for all the reasons stated above and in the Labovitz Declaration, the retention of Debevoise as counsel to CCA is warranted. Further, as stated in the Labovitz Declaration, Debevoise (a) is a “disinterested person” within the meaning of section 101(14) of the Bankruptcy Code, as required by section 327(a) of the Bankruptcy Code, and (b) does not hold or represent an interest adverse to CCA’s estate and has no connection to CCA, its creditors or its related parties except as may be disclosed in the Labovitz Declaration. Lastly, relief effective as of the Petition Date is warranted and within the Court’s power, as Debevoise

has provided valuable services to CCA since the Petition Date and will continue to do so. The Third Circuit has identified “time pressure to begin service without approval,” the amount of delay, and absence of prejudice as factors favoring *nunc pro tunc* retention. *See In re Arkansas Co., Inc.*, 798 F.2d 645, 648 (3d Cir. 1986) (holding that bankruptcy courts have the power to grant retroactive approval of the employment of professionals under their broad equity power). CCA’s selection of Debevoise as counsel necessitated that Debevoise immediately commence work on time-sensitive matters and promptly devote resources to the chapter 11 case pending submission and approval of this Application. Debevoise’s services on CCA’s behalf have not prejudiced any creditor or party-in-interest, but rather, have served their best interests.

No Prior Request

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

Notice

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

[Remainder of page intentionally left blank]

WHEREFORE, CCA respectfully requests that the Court (a) enter an order, substantially in the form attached hereto as **Exhibit A**, (i) authorizing CCA to employ and retain Debevoise as its attorneys effective as of the Petition Date, and (ii) approving the terms of the Engagement Letter, and (b) grant such other and further relief as is just and proper.

Dated: January 27, 2025

Respectfully submitted,

/s/ Yan Wei

Yan Wei
Chairman and CEO
CCA Construction Inc.

EXHIBIT A

Proposed Order

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

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

DEBEVOISE & PLIMPTON LLP

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Proposed Co-Counsel to the Debtor and Debtor in Possession

In re:

CCA Construction, Inc.,¹

Debtor.

Case No. 24-22548 (CMG)

Chapter 11

Judge: Christine M. Gravelle

¹ The last four digits of the Debtor's federal tax identification number are 4864. The Debtor's service address for the purposes of this chapter 11 case is 445 South Street, Suite 310, Morristown, NJ 07960.

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Debtor: CCA Construction, Inc.

Case No.: 24-22548 (CMG)

Caption of Order: Order Authorizing the Employment and Retention of Debevoise & Plimpton LLP as Bankruptcy Co-Counsel for the Debtor Effective as of the Petition Date

**ORDER AUTHORIZING THE EMPLOYMENT AND
RETENTION OF DEBEVOISE & PLIMPTON LLP AS BANKRUPTCY
CO-COUNSEL FOR THE DEBTOR EFFECTIVE AS OF THE PETITION DATE**

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

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Debtor: CCA Construction, Inc.

Case No.: 24-22548 (CMG)

Caption of Order: Order Authorizing the Employment and Retention of Debevoise & Plimpton LLP as Bankruptcy Co-Counsel for the Debtor Effective as of the Petition Date

Upon CCA’s application [Docket No. ____] (the “**Application**”)² for the entry of an order authorizing CCA’s employment and retention of Debevoise & Plimpton LLP (“**Debevoise**”) as bankruptcy co-counsel effective as of the Petition Date, pursuant to sections 327(a) and 330 of the Bankruptcy Code, Bankruptcy Rules 2014(a) and 2016, and Local Rule 2014-1; and upon the Labovitz Declaration and the Wei Declaration; and the Court having jurisdiction to consider the Application and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference to the Bankruptcy Court Under Title 11* of the United States District Court for the District of New Jersey, entered July 23, 1984, and amended on September 18, 2012 (Simandle, C.J.); and consideration of the Application and the relief requested therein being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and the Court having reviewed the Application, the Labovitz Declaration and the Wei Declaration; and the Court being satisfied based on the representations made in the Application, the Labovitz Declaration and the Wei Declaration that (a) Debevoise does not hold or represent an interest adverse to CCA’s estate and (b) Debevoise is a “disinterested person” as defined in section 101(14) of the Bankruptcy Code and as required by section 327(a) of the Bankruptcy Code; and it appearing to the Court that the relief requested is in the best interests of CCA’s estate, its creditors, and other parties in interest; and notice of the Application appearing to be adequate and appropriate under the circumstances;

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

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Debtor: CCA Construction, Inc.

Case No.: 24-22548 (CMG)

Caption of Order: Order Authorizing the Employment and Retention of Debevoise & Plimpton LLP as Bankruptcy Co-Counsel for the Debtor Effective as of the Petition Date

and any objections to the requested relief having been withdrawn or overruled on the merits; and after due deliberation and sufficient cause appearing therefor, it is hereby ORDERED that:

1. The Application is granted as set forth herein.
2. Pursuant to sections 327(a) and 330 of the Bankruptcy Code, CCA is authorized to employ and retain Debevoise as its attorneys in accordance with the terms and conditions set forth in the Application and that certain engagement letter attached hereto as **Exhibit 1** (the “**Engagement Letter**”), effective as of December 22, 2024 (the “**Petition Date**”).
3. Debevoise shall apply for (a) compensation for professional services rendered and (b) reimbursement of expenses incurred in connection with CCA’s chapter 11 case, in both cases subject to the Court’s approval and in compliance with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules and any other applicable procedures or orders of the Court. Debevoise 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 Debevoise in the chapter 11 case.
4. Notwithstanding anything in this Order to the contrary, Debevoise is also authorized to represent CCA and the non-Debtor defendants in connection with the Baha Mar Litigation and all fees incurred in connection with the Baha Mar Litigation shall be paid by the non-Debtor defendants, and not by CCA, and Court approval shall not be required for such related fees.
5. In order to avoid any duplication of effort and provide services to CCA in the most efficient and cost-effective manner, Debevoise shall coordinate with Cole Schotz P.C. and

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Debtor: CCA Construction, Inc.

Case No.: 24-22548 (CMG)

Caption of Order: Order Authorizing the Employment and Retention of Debevoise & Plimpton LLP as Bankruptcy Co-Counsel for the Debtor Effective as of the Petition Date

any additional firms CCA retains regarding their respective responsibilities in the chapter 11 case. As such, Debevoise shall use its best efforts to avoid duplication of services provided by any of CCA's other retained professionals in the chapter 11 case.

6. Prior to any increases in Debevoise's rates set forth in the Application, Debevoise shall file a supplemental affidavit with the Court and provide 10-days' notice to CCA, the U.S. Trustee and any official committee appointed in the chapter 11 case. All parties in interest retain their rights to object to any rate increase on all grounds, including the reasonableness standard 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.

7. Debevoise shall (i) only bill 50% for non-working travel; (ii) not seek the reimbursement of any fees or costs, including attorney fees and costs, arising from the defense of any filed objections to any of Debevoise's fee applications in this chapter 11 case; (iii) use the billing and expense categories set forth in the U.S. 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.

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

9. Notwithstanding anything to the contrary in the Application or the Engagement Letter, to the extent that Debevoise uses the services of independent contractors or

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Debtor: CCA Construction, Inc.

Case No.: 24-22548 (CMG)

Caption of Order: Order Authorizing the Employment and Retention of Debevoise & Plimpton LLP as Bankruptcy Co-Counsel for the Debtor Effective as of the Petition Date

subcontractors (collectively, the “**Contractors**”) in this chapter 11 case, Debevoise (a) shall passthrough the cost of such Contractors to CCA at the same rate that it pays the Contractors; (b) shall seek reimbursement for actual out-of-pocket expenses only; (c) shall ensure that the Contractors submit the same connections disclosures as required of professionals 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 Debevoise and any other person other than as permitted by Bankruptcy Code section 504 to share compensation for services rendered in connection with this chapter 11 case, nor shall Debevoise share or agree to share compensation received for services rendered in connection with this case with any other person other than as permitted by Bankruptcy Code section 504.

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

11. Notwithstanding any Bankruptcy Rule or Local Rule to the contrary, the terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

12. The Court retains jurisdiction with respect to all matters arising from or related to the implementation of this Order.

EXHIBIT 1

Engagement Letter



Debevoise & Plimpton LLP
66 Hudson Boulevard
New York, NY 10001
+1 212 909 6000

PRIVILEGED & CONFIDENTIAL
ATTORNEY WORK PRODUCT
ATTORNEY-CLIENT COMMUNICATION

September 12, 2024

James McMahon
CCA Construction, Inc.
445 South Street, Suite 310
Morristown, NJ 07960

Dear Mr. McMahon:

We are grateful that you have asked Debevoise & Plimpton LLP to act as counsel to CCA Construction, Inc., CSCEC Bahamas, Ltd. and CCA Bahamas Ltd. (collectively, "Client"). This engagement letter and the attached Debevoise & Plimpton Terms of Engagement (the "Terms of Engagement") together set forth the terms that will govern our work for Client on the matter(s) described in this letter. This engagement letter supplements our November 27, 2023, engagement letter with you.

1. Scope of Engagement

Client has engaged us to represent it in connection with evaluating and implementing a potential restructuring of its financial obligations, whether in-court or out-of-court, and such related additional matters for which you request our services or advice. In this engagement, we are representing Client and not any of its affiliates or any other entity or person associated with or related to Client.

We understand that you will be our principal contact for communications at Client from whom we will receive our instructions, although we may also be working with and receiving instructions from others within your organization during this engagement.

If additional services are requested by Client and agreed to by us, this engagement letter and the attached Terms of Engagement will also apply to such services, unless superseded by another written engagement letter. Our representation is limited to the services that Client requests and we agree to perform on Client's behalf.

2. Staffing

As discussed, Natasha Labovitz and I will lead our firm's work on this matter, and the principal counsel and associates on the matter will be Elie Worenklein, Rory Heller and Shefit Koboci. Other attorneys and support personnel may also perform services. I will be happy to discuss project management and staffing matters with you at any time.

3. Billing Policies and Procedures

Our fees for our services will be based upon our customary hourly rates for matters of this kind.

Our current hourly rates for this matter range from \$810 per hour for our newest associates to \$2,280 per hour for our most experienced partners. The current hourly rate for myself and Natasha Labovitz is \$2,280 per hour; Elie Worenklein's hourly rate is \$1,640; Rory Heller's hourly rate is \$1,315; Shefit Koboci's hourly rate is \$1,205. Rates for project assistants, legal assistants and other support personnel range from \$355 per hour to \$820 per hour. These rates are subject to adjustment by the firm from time to time.

In addition to the above, and in recognition of our relationship:

- Our hourly rates for attorneys and other time-keepers who work on this matter will be subject to a 10% discount from our standard hourly rates.
- In the event that the only three entities required to file for bankruptcy are the Client (i.e., CCA Construction, Inc., CSCEC Bahamas, Ltd. and CCA Bahamas Ltd.), we will, with respect to any fees that are incurred on or prior to the later of October 31, 2024 or 30 days after entry of the state court judgment, apply a discount of 25% for any fees that are incurred in excess of \$750,000 and apply a discount of 50% for any fees incurred in excess of \$1,000,000.
- In the event that more than three entities are required to file for bankruptcy, we will, with respect to any fees that are incurred on or prior to the later of October 31, 2024 or 30 days after entry of the state court judgment, apply a discount of 25% for any fees that are incurred in excess of \$1,000,000 and apply a discount of 50% for any fees incurred in excess of \$1,500,000.
- Please note that the above fee discounts of 25% and 50% shall not apply to any fees incurred for M&A transactions, a prepackaged/prearranged plan, DIP financing, litigation appellate work for NY state court, or combatting an attempted injunction against filing.

To the extent insurance coverage may be available to pay for our services, Client will be responsible for paying any difference between the amount covered and paid by insurance and our above-stated rates for the matter. Unless otherwise agreed in writing, Client shall be responsible for submitting any and all claims to said insurer(s), and shall not withhold or otherwise delay payment of our fees pending reimbursement or a coverage decision or calculation by an insurer or other third party.

We will bill Client for disbursements and other charges that we incur on its behalf. These disbursements and charges may include, among others, filing fees and fees and expenses incurred in connection with court reporters, transcripts, expert witnesses, document retrieval services, travel, postage, express deliveries, and local and other counsel (where appropriate); and charges for messenger services, document preparation (including word processing and duplicating), computerized legal research and other database services, and certain overtime and administrative expenses.

If a disbursement or other charge is significant, our usual practice is to ask Client to pay the provider directly upon receipt of the applicable invoice. In addition, for large expenses the provider may require Client to prepay all or a portion of such expenses.

In accordance with our standard billing practice, we expect to bill Client on a monthly basis or, in accordance with the retainer arrangement described below, more frequently to the extent that such billing may result in our bills exceeding the amount of our estimated fees and expenses described below. In our experience, clients find monthly billing to be helpful in monitoring the nature and amount of services. Depending on the circumstances, estimated or summary bills may be provided during certain billing cycles, with supporting time descriptions and expense summaries to follow thereafter. We expect that Client will pay the amounts shown as due on these statements promptly upon their receipt.

We will seek to consult with you in advance before undertaking any major new task in our representation of Client, and to keep you informed where our fees, disbursements and other charges stand on an ongoing basis, if you so request.

A retainer in the amount of \$250,000 will be payable promptly in connection with our work on this assignment, which is intended to be an “advance payment retainer,” as defined in Opinion 816 of the New York State Bar Association Committee on Professional Ethics and *Entegra Power Group, LLC v. Dewey & Leboeuf LLP (In re Dewey & Leboeuf LLP)*, 493 B.R. 421, 430 (Bankr. S.D.N.Y. 2013). The amount of the initial advance payment retainer has been set to approximate our estimate of fees, expenses and other disbursements that are expected to be accrued and unpaid by Client between payment cycles. Debevoise’s estimate of expected fees and expenses may change based upon actual or expected fees and expenses incurred or expected to be incurred, as applicable. Client agrees to provide additional advance payment retainers upon request by Debevoise to ensure that the amount of any advance payment retainers remains at or above our estimated fees and expenses. Client further agrees that Debevoise may apply the advance payment retainers to satisfy any outstanding fees as services are rendered and to expenses as they are incurred. If an insurer pays such fees and expenses under a Client insurance policy. Debevoise shall refund the Client for any such amounts paid by an insurer.

Client understands and agrees that any advance payment retainers are earned by Debevoise upon receipt; any advance payments retainers become property of Debevoise upon receipt; Client no longer has any property interest in any advance payment retainers upon Debevoise's receipt; any advance payment retainers will be placed in Debevoise's general account and will not be held in a client trust, escrow or similar account; and Client will not earn interest on any advance payment retainer. Client and Debevoise agree that, at the conclusion of this engagement, if the aggregate amount of any advance payment retainers held by Debevoise exceeds the amount of Debevoise's final bill for fees, expenses and other disbursements, then Debevoise will refund the excess amount to Client.

Client further understands and agrees that the use of advance payment retainers is an integral condition of our engagement and is necessary to ensure that Client continues to have access to our services; Debevoise is compensated for its representation of Client; Debevoise is not a prepetition creditor in the event that Client commences, or has commenced against it, a case under the U.S. Bankruptcy Code, 11 U.S.C. §§ 101, *et seq.*; and, in light of the foregoing, the provision of the advance payment retainers is in Client's best interests. The provision of one or more advance payment retainers does not affect Client's right to terminate this representation or the attorney-client relationship.

4. Conflicts

At present, we are not aware of any conflicts of interest in undertaking this representation. As Client is aware, however, our firm represents many other companies and individuals (including other clients who are or may become Client's competitors) in a variety of matters, including, but not limited to, mergers, acquisitions, financings, restructurings, bankruptcies, investigations, fund formations, litigations, and regulatory matters.

It is possible that during the time we are representing Client, some of our present or future clients will have disputes, transactions, or other matters with or involving Client or its affiliates. We may also be asked to seek discovery from Client or its affiliates in connection with the representation of another client in a litigation, arbitration, or other dispute resolution proceeding. In light of the foregoing, we wish to clarify, and confirm Client's agreement, that our representation of Client will not prevent us from representing existing or new clients that may have interests that are adverse to or otherwise different from those of Client or its affiliates, so long as the matter for the other client is neither substantially related to our work for Client nor a litigation, arbitration, or other dispute proceeding in which Client is named as a party adverse to such other client.

Our firm has an active bankruptcy practice. We may from time to time be retained by other clients to represent their interests in bankruptcy cases or out-of-court restructurings in which Client or one of its affiliates is or may be a party with interests adverse to or otherwise different from those of these other clients. Client agrees that our

representation of Client in the matters described in this letter will not, in and of itself, disqualify us from representing other clients in such bankruptcies or restructurings so long as we do not represent such other clients in any litigation in which Client is named as a party adverse to such other clients.

In the course of representing Client we may from time to time consult with the lawyers in our firm responsible for advising our firm, or with outside counsel, on our professional obligations relating to our representation of Client. Such consultations may involve matters including professional ethics issues and potential or actual conflicts of interest. Client acknowledges and agrees that, notwithstanding that there may be potential for conflict between us and Client in consideration of our professional obligations, we are free to consult with our own counsel on such matters without Client's consent and that such consultations are confidential and subject to our attorney-client privilege, as communications between our firm's personnel and counsel to our firm; Client agrees that it shall have no right to such communications.

By consenting to the arrangements described in this letter, Client will be waiving any conflict of interest that might arise in the situations described above and agreeing not to seek to disqualify us or otherwise to assert a conflict in those situations.

We agree that Client's consent to and waiver of conflicts in the preceding paragraphs do not permit us, without Client's prior consent, to disclose to another client confidential information about Client obtained in the course of our representation of Client. Conversely, we will not disclose to Client or use on its behalf any information with respect to which we owe a duty of confidentiality to another client or person.

5. Governing Law and Dispute Resolution

This engagement letter, the attached Terms of Engagement (with the exception of sections B and C thereof) and any other matters relating to or arising directly or indirectly out of our relationship with Client shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to the choice of law provisions thereof.

If a dispute arises as to the amount of the fee being charged, Client may have the right to seek arbitration or mediation of the fee dispute under a procedure established in New York State for resolution of certain fee disputes pursuant to Part 137 of the Chief Administrator Rules. We will provide you with the necessary information regarding such processes in the event of a dispute, or at any time upon request.

Except to the extent otherwise required by such Chief Administrator Rules, any dispute or claim arising out of or in any way relating to our representation of Client, including any work that might have been done prior to entering into this engagement letter (and including, without limitation, any claim of malpractice or breach of contract,

or any claim relating to fees, costs, charges or expenses for the representation) shall be finally settled by arbitration, and judgment upon the award may be entered by any court having jurisdiction thereof or having jurisdiction over the relevant party or its assets.

The arbitration shall be conducted in accordance with the International Institute for Conflict Prevention and Resolution (“CPR”) Non-Administered Arbitration Rules in effect at the time of the arbitration, except as they may be modified herein or by mutual agreement of our firm and Client (collectively, the “parties”). The seat of the arbitration shall be New York, New York and it shall be conducted in the English language. The arbitration shall be conducted by three arbitrators, of whom each party shall appoint one, with the third arbitrator selected by the two party-appointed arbitrators pursuant to the CPR Non-Administered Arbitration Rules.

The parties agree that the arbitration shall be kept confidential and that the existence of the proceeding and any element of it shall not be disclosed beyond the tribunal, the parties and their counsel, experts, insurers and any other person necessary to the conduct of the proceeding. These confidentiality obligations shall not apply if disclosure is required by law or in judicial or administrative proceedings, or as far as disclosure is necessary to enforce the rights arising out of the award.

This agreement to arbitrate shall constitute an irrevocable waiver of each party’s right to a trial by jury, discovery that would customarily be available in a judicial proceeding, and appeal, but the arbitrator shall have the power to grant any remedy for money damages or equitable relief that would be available to such party in a dispute before a court of law in New York. The arbitration shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1 et seq. The parties further agree that the arbitral tribunal shall have primary responsibility to hear and determine challenges to the jurisdiction of the arbitral tribunal.

6. Terms of Engagement

The attached Terms of Engagement form an integral part of this engagement letter and are binding on the parties hereto. In the event of any inconsistency between this engagement letter and the attached Terms of Engagement, the terms set forth in this engagement letter shall prevail. In the event of any conflict between the terms of this engagement letter or the attached Terms of Engagement, on the one hand, and any outside counsel guidelines or policies adopted by Client, on the other hand, this engagement letter and the Terms of Engagement shall prevail.

* * *

Above all, our relationship with Client must be based on trust, confidence and clear understanding. If you have any questions about this engagement letter and the attached Terms of Engagement, or about any aspect of the work that the firm, or any of

the firm's lawyers, is performing for Client, please call me directly to discuss the matter. We encourage you to inquire about any matter concerning the attorney-client relationship that is in any way unclear or unsatisfactory.

Please confirm Client's agreement by countersigning a copy of this engagement letter in the space provided below and returning such countersigned copy to me. Please note, however, that Client instructing us or continuing to instruct us on this matter or any other matter on which we agree to represent Client pursuant to the terms of this engagement letter will constitute Client's full acceptance of the terms set out above and attached.

We invite you to consult with us at any time and on any topic. We look forward to continuing our relationship and working with you on this important matter.

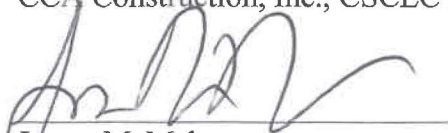
Sincerely,



Sidney P. Levinson

ACCEPTED AND AGREED:

CCA Construction, Inc., CSCEC Bahamas Ltd. and CCA Bahamas, Ltd.


James McMahon
General Counsel



DEBEVOISE & PLIMPTON TERMS OF ENGAGEMENT

Debevoise & Plimpton is a global law firm with offices in the United States, Europe and Asia. It provides services through Debevoise & Plimpton LLP, a limited liability partnership registered in New York and headquartered in New York, and through related entities operating in certain other jurisdictions. The following terms apply either generally or in respect of a specific matter, as appropriate, to the provision of such services. Each matter in respect of which we provide services to you is, for the purposes of these Terms of Engagement, a "Matter". References to "you", "your", or the "Client" are to our client(s) in the Matter. References to "we", "our", "us", the "firm", or "Debevoise" are to the Debevoise & Plimpton entity or entities providing services to you. References to the "Agreement" are to the engagement letter to which these Terms of Engagement are attached and these Terms of Engagement.

A. GENERAL TERMS

A.1 Client identification. Many jurisdictions have adopted or are in the process of changing or creating anti-money laundering, counter-terrorist financing, embargo, trade sanctions or similar laws, regulations and policies. As part of the firm's responsibility for compliance with such laws, regulations and policies, the firm may be obliged to take detailed steps to verify the identity of our clients and their beneficial owners (if any) and the source of our clients' funds and wealth. Accordingly, prior to commencement of work, the firm may have already requested, or may be requesting shortly, that you provide us with required identification and other documents. A delay or failure on your part to provide information required for verification purposes may prevent us from commencing or continuing work on a Matter. The firm reserves the right to request additional information that it believes is necessary, advisable or appropriate to verify identity and/or to ensure the firm's compliance with applicable laws, regulations and policies from time to time.

A.2 Client assistance and cooperation. To enable us to represent you effectively and for our relationship to succeed, you agree to cooperate fully with us in our representation of you and to make available to us any documents or other information, personnel or agents as necessary to assist us in our representation of you. It is essential for you to provide us with all factual information reasonably relevant and material to the subject matter of our representation, and we will rely on the accuracy and completeness of any documents or other information you may provide.

A.3 Confidentiality. We owe a duty of confidentiality to you. We will not disclose any confidential information that we obtain as a result of our provision of services to you except as you expressly permit; as required by applicable law or regulation; if consistent

with the applicable professional conduct rules; or as required to our professional advisers and third parties who provide business support services to us, subject to their entering into contractual duties of confidentiality with us.

A.4 Sharing Client information with Debevoise entities. You agree that we may share information relating to you or a Matter with all Debevoise & Plimpton entities that are part of our global law firm and any lawyers associated with such entities, all of which are bound by the terms of this Agreement including our confidentiality obligations to you.

A.5 Change in control. In the event that Client is acquired or is otherwise subject to a change in control (including by a person or group becoming a controlling affiliate of yours) after the inception of this engagement, it is understood that the firm does not represent the acquiring entity or such controlling affiliate or otherwise establish a lawyer-client relationship with such entity or affiliate by virtue of such change in control. Furthermore, Client will provide us with sufficient notice to permit us to withdraw as your lawyers, subject to our ethical obligations, if we determine that such affiliation, acquisition or merger creates a conflict of interest, or if we determine that it is otherwise not in the best interests of the firm to continue to represent Client. In addition, Client acknowledges and agrees that any applicable privilege of Client belongs to Client alone and not to any acquiring or successor entity separate from Client, and on behalf of any such acquiring or successor entity Client waives any right or title to, and interest in, Client's privileged information to the extent that such acquiring or successor entity otherwise has any right or title to, or interest in, such information.

A.6 No third party reliance. Our advice, whether provided in written, oral or any other form, is provided for your benefit alone and solely for the purposes of the

particular Matter to which it relates. Unless otherwise agreed in writing, our advice may not be used or relied on by any third party.

that you will promptly notify us if you become aware of any other persons or entities that are or may become involved in a Matter.

- A.7 Use of legal due diligence reports by non-clients. You understand that in the event that we prepare for you a legal due diligence report in connection with a proposed transaction, such report will be prepared solely to assist you in evaluating the proposed transaction. Our report may not be relied upon by any other person or entity, or for any other purpose. You may not describe, show or furnish our report to any other person or entity, and no other person or entity may use our report, without our prior written consent. We may withhold consent in our sole discretion, and any such consent may be conditional upon, among other things, written acknowledgment from any person or entity receiving or using our report that we have not authorized reliance by, owe no duty to and have no liability to such person or entity in connection with our due diligence investigation or our report.
- A.8 Estimates are not binding. Any fee estimate, budget, or projection of hours we may provide is not a commitment to cap our fees or perform the services contemplated within a fixed amount of time or for a fixed fee. Any estimate, budget, or projection of hours is by its nature inexact and our actual fees and other charges may vary.
- A.9 Full payment of all amounts. Our fees, disbursements and other charges as described in this Agreement and as shown on our statements are to be paid without any reduction for withholding taxes or other governmental charges, unless otherwise agreed to by you and us. In appropriate circumstances, Client may also be responsible for value added, sales or other taxes related to our fees, disbursements or other charges.
- A.10 Third party payment of legal fees, disbursements and other charges. Sometimes our fees, disbursements and other charges, or a portion of them, are paid by a third party, such as an insurer. In this event, in the absence of an agreement to the contrary, you will remain responsible for paying the difference, if any, between the amounts shown on our statements and any amounts paid by the third party. The full payment of our fees, disbursements and other charges is ultimately your responsibility as Client.
- A.11 Conflicts check. To enable us to conduct a conflicts check, you represent that you have identified for us all persons and entities that are or may become involved in a Matter to the best of your knowledge. You agree

- A.12 Privacy. Our privacy policy describes our practices with regard to our collection and use of personal information in the course of our business, including in the course of performing legal services for Client. In particular, our privacy policy describes the types of personal information we collect; how we collect, use and share personal information; our legal bases for using personal information; how long we keep personal information; how we protect personal information; the countries to which we may transfer personal information; and the rights of individuals regarding their personal information. Our privacy policy is accessible on our website at <https://www.debevoise.com/footer/privacy>. It is updated from time to time, so we encourage you to review it regularly.

Client represents and warrants to us that any personal information relating to third parties which Client provides to us is collected, used and shared by Client in accordance with applicable data protection laws. In addition, Client agrees to give to us reasonable notice of any proposed transfer by Client to us of data which include personal information and, to the extent necessary to comply with data protection laws, to provide a copy of our privacy policy to any third party whose personal information is transferred by Client to us. In no event shall we retain, use, sell or disclose any third party personal data (including any “consumer’s personal information” as that phrase is used in the California Consumer Privacy Act of 2018) that we have received from Client for any purpose other than for the specific purpose of performing the services specified in this Agreement, except as may be required and/or permitted by law.

- A.13 Use of technology. The firm will use communication, word processing, support, analytic, storage and other technologies in the course of providing services to Client. To enable us efficiently to provide our services to Client, we may use technology service providers that host, store or process confidential or other information that Client provides to us and/or documents or data that we create or use in the course of providing services to Client. These technology service providers may in turn use other parties (including so-called “cloud service providers”) to provide their services. Although we use commercially reasonable efforts to require our technology service providers to protect the confidentiality and security of

confidential information, documents and data provided to them or to which they otherwise might have access, we are unable to guarantee that such providers, or fourth party providers who assist our technology service providers, will not themselves be subject to data security breaches, or that information, documents and data we provide will not be used by such providers in an unauthorized manner. By entering into this Agreement, Client consents to our use of such providers in providing our services.

A.14 Email communications. We recommend that all email communication between us and Client be encrypted in transit. Encryption can help avoid the risks attendant to communication by email, which is capable of being intercepted by others. Our systems are configured to send and receive encrypted email by default, and we would be happy to work with you if you choose to configure your systems to enforce encrypted format. If that is not feasible or you choose not to do so, you consent to the use of unencrypted email in our communications.

A.15 Third party electronic communication providers. We advise against the use of third party electronic communication programs, such as WeChat or WhatsApp, for transmitting confidential information to us, as we cannot vouch for the security of any information transmitted through the use of such programs. If you choose to communicate with us by using any such program, however, such communication by you will be treated as your consent for us to communicate with you using that program.

A.16 Termination. Client may terminate our representation at any time for any reason. Subject to ethical obligations, we reserve the right to withdraw from an engagement if our statements are not being paid in a timely manner, if for any other reason the lawyer-client relationship is not proceeding in a satisfactory manner, or to comply with other legal requirements such as sanctions restrictions. Our representation regarding the Matter to which this Agreement applies will end upon completion of our legal services under this Agreement, when the firm has performed no services for Client under this Agreement for a period of six months or longer, at such time as it reasonably appears that the need for our legal services in connection with the Matter has ended, or at such time as legally required, whichever is earliest.

In the event we choose to terminate our representation, as set forth in our Agreement, you agree not to contest our withdrawal from any court or administrative

proceeding.

Upon termination of our representation in a particular Matter (even if the firm continues active involvement in other Matters on your behalf), the firm will have no further duty to inform you of future developments or changes in law as may be relevant to such Matter. Further, unless we mutually agree in writing to the contrary, the firm will have no obligation to monitor renewal or notice dates or similar deadlines that may arise in connection with Matters for which the firm had been retained but for which we are no longer engaged.

A.17 Disposition of files. Once our work on a Matter ends, at Client's request, the firm will return, retain, or discard the materials pertaining to the Matter to which Client may be entitled under applicable law (the "Client File"). However, unless Client provides written notice to us within one year after a Matter has concluded concerning how Client would like the Client File to be handled, Client understands and agrees that we may retain or destroy the Client File (including all materials contained therein) at our discretion and consistent with our ethical obligations. Client understands that "materials" include originals as well as copies, and also that "materials" include paper files as well as information stored in other forms, including email, electronic documents, audio and video recordings and file materials in other formats.

Our own files pertaining to the Matter will be retained by the firm (as opposed to being sent to Client) or destroyed. These firm files include, for example, certain internal correspondence and work product, firm administrative records, time and expense reports, personnel and staffing materials, and accounting records.

We reserve the right to make and retain, at our expense, copies of all materials generated or received by us in the course of our representation. If Client requests copies of materials from us, copies that we generate will be made at Client's expense. Should Client wish us to retain a large quantity of paper or electronic documents, we will negotiate with Client a reasonable charge, based upon the quantity of the material to be retained and the manner and duration of its retention.

A.18 Hosting data. The firm may offer to electronically host and maintain a platform for Client to share information within Client, or as Client chooses, with other individuals. To the extent that the firm agrees to

offer such a service, you agree to be bound by the “Terms of Use” found at <https://extranet.debevoise.com/debevoise/termsOfUse.action>, as those terms may be periodically updated. You also agree that to the fullest extent permitted by law you will not hold the firm, its partners, employees or affiliates or our service providers liable for any damage related to or arising out of the use of such a platform.

- A.19 Response to subpoenas or other lawful process. If the firm or any of its personnel are required by subpoena or other lawful process to provide testimony or produce documents or records, including electronic records, relating to the firm’s representation of you, we will, to the extent permitted by applicable law, inform you before responding so that you have the opportunity to intervene or interpose any objections. You agree to reimburse the firm for its time and expenses incurred in responding to any such requests (with time to be billed at our standard hourly rates then in effect for the particular individuals involved, unless otherwise agreed), even if our representation of you has ended, including the time and expenses incurred in reviewing documents, appearing at depositions or hearings, and otherwise addressing issues raised by any such requests.
- A.20 Publicity. You agree that the firm may, as a part of our public marketing efforts, identify Client as a client and indicate the nature of the Matter and the results achieved, so long as the firm does not disclose Client’s confidential information or secrets as defined by applicable professional conduct rules.
- A.21 Reporting. Legislation on money laundering, terrorist financing and financial sanctions places the firm under a legal duty in certain circumstances, where we know or suspect that a Matter involves money laundering or a breach of financial sanctions, to disclose information to the relevant regulatory authorities, to cease providing services or to take other actions as required by law, regulation or order. If, while we are acting for you, it becomes necessary to make a disclosure, the law may prohibit us from informing you that a disclosure has been made or of the reasons for it. To the extent that the law permits us to do so, we will tell you about the issue(s) identified and explain what action we may need to take.
- A.22 UK and European Union “DAC6” reporting. The UK and EU Mandatory Disclosure Rules, introduced pursuant to EU Directive 2018/822 of 25 May 2018 (also sometimes known as “DAC6” rules), may

require us to report details of certain arrangements entered into by our clients to a tax authority in the UK or EU. To be reportable, the arrangement must be cross-border, involving the UK or an EU Member State, and have certain hallmarks. We will consult with you before making any such report if we consider that the rules apply to a Matter.

- A.23 Beneficial Ownership Information Reporting. The U.S. Corporate Transparency Act requires certain corporate entities to report beneficial ownership information (“BOI”) to the Financial Crimes Enforcement Network (“FinCEN”) of the U.S. Department of the Treasury. Upon request, we are pleased to advise Client in assessing applicable BOI reporting obligations, and also to assist in making any required initial BOI report filings. In the absence of our agreement in writing to provide such advice and assistance, however, we disclaim any obligation to do so. We also disclaim any obligation to update or correct any such reporting to FinCEN in the absence of a written agreement providing that we shall do so.
- A.24 Indian taxpayer identification number. Our Indian unique identification number (PAN) is AAFFD9304D.
- A.25 Release of information to third parties retained by Client. On occasion, our Clients request that we release information about the services we provide to third parties retained by Client, including e-billing platforms and legal analytics firms. In the event that you request us to provide information to such third parties and we agree to do so, you acknowledge that we have no liability for any loss or unauthorized use of information that may occur in connection with our provision of such information, whether through a breach or other information security default of the third party or through other circumstances. You also acknowledge that our firm bears no responsibility for any loss or weakening of the attorney-client privilege or any other privilege or protection that may come about as a result of our fulfilling any such request.
- A.26 Severability. If any provision of this Agreement or the application thereof is held invalid or unenforceable in an arbitration or judicial proceeding, the invalidity or unenforceability shall not affect other provisions or applications of this Agreement which can be given effect without such provisions or application, and to this end the provisions of this Agreement are declared to be severable.
- A.27 Entire agreement. The engagement letter and these Terms of Engagement set out the entire agreement

between you and us concerning our provision of legal services. Any modifications of or amendments to this Agreement must be in writing and agreed by all parties. In the event of any conflict between this Agreement and any outside counsel guidelines or policies adopted by Client, this Agreement will govern.

B. ADDITIONAL TERMS APPLICABLE WHEN SERVICES ARE PROVIDED BY DEBEVOISE ENTITIES IN LONDON, FRANKFURT, PARIS OR LUXEMBOURG

- B.1 Insider lists and inside information. In applicable circumstances and in accordance with the UK Market Abuse Regulation and/or the EU Market Abuse Regulation we will draw up and maintain a list of persons at our firm who act for you and have access to inside information about you in relation to a Matter, provided that you inform us when particular information to which you give us access is inside information and when it ceases to be inside information. We will provide to you a copy of the insider list as soon as possible upon request and we will keep the list for five years from the date it was drawn up or last updated. You acknowledge that we are authorized to disclose the insider list and other information relating to Client to a relevant regulatory authority which may request such information and that we have no obligation to notify you of our compliance with any such regulatory request.
- B.2 Proportional liability. Your other advisers may seek to exclude, cap or otherwise limit their liability in connection with their provision of services to you relating to a Matter, as a result of which our own liability to you may be proportionately increased. We would not regard this as appropriate or fair and accordingly you agree that the total amount you may recover from us (and our other Debevoise entities) if we (and our other Debevoise entities) become subject to a claim by you arising out of a Matter, will not exceed what it would have otherwise been in the absence of any such exclusion, cap or limitation by another adviser.
- B.3 Liability cap. We may, if permitted by local law and professional conduct rules, limit our aggregate liability to you for breach of contract or negligence in respect of a Matter to an amount specified in the relevant engagement letter.

C. ADDITIONAL TERMS APPLICABLE WHEN SERVICES ARE PROVIDED BY DEBEVOISE LONDON

- C.1 Details of Debevoise London. Debevoise & Plimpton LLP, whose office is at 65 Gresham Street, London EC2V 7NQ, is a limited liability partnership registered in New York. It is authorized and regulated by the Solicitors Regulation Authority. The SRA Code of Conduct for Firms and the SRA Code of Conduct for Solicitors and Registered Foreign Lawyers, at <https://www.sra.org.uk/solicitors/standards-regulations/code-conduct-firms/> and <https://www.sra.org.uk/solicitors/standards-regulations/code-conduct-solicitors/> respectively, apply to Debevoise London and to our lawyers and employees. The Bar Standards Board Code of Conduct at <http://www.barstandardsboard.org.uk/regulatory-requirements/bsb-handbook/the-handbook-publication> also applies to our barristers. Debevoise London's VAT number is GB 524658924.
- C.2 Professional indemnity insurance. Debevoise London is required to hold a minimum level of insurance cover under the Solicitors' Indemnity Insurance Rules. You may obtain information about our insurance, including contact details of our insurer and the territorial coverage of the insurance, from our London Managing Partner.
- C.3 Financial services. During the course of our provision of services to you nothing we do is, or should be construed as, an invitation or inducement to engage in investment activity for the purposes of the UK Financial Services and Markets Act 2000.
- C.4 Lien. We may exercise a lien over your files, i.e. keep all your documents and materials relating to a Matter, while there is still money owing to us for legal fees, disbursements and other charges. This lien may be similar to liens that apply by statute or common law in other jurisdictions.
- C.5 SRA Accounts Rules. The SRA Accounts Rules require us to have an interest policy which provides for the payment of interest on any monies held by us for you in a client account. You may obtain a copy of our policy from our London Managing Partner.
- C.6 Dispute resolution. If you are at any time dissatisfied with the service you are receiving from us, or with any of our statements, or would like to discuss with us any aspect of a Matter or how our service to you could be

improved, please contact the partner responsible for the overall supervision of the Matter or our London Managing Partner. Our complaints procedure is available on request.

If you are dissatisfied with our handling of your complaint you may be entitled to ask the Legal Ombudsman to consider the complaint. Contact details for, and details of the qualification criteria for access to, the Legal Ombudsman are at www.legalombudsman.org.uk.

You may apply to the court for an assessment of any of our statements under Part III of the Solicitors Act 1974.

If a dispute arises between us out of or in connection with the Agreement, or the provision of our services to you whether carried out before, on or after the date of the Agreement, or any non-contractual obligation arising out of or in connection with the Agreement, and it is not resolved under one of the procedures set out above, it will be resolved pursuant to the dispute resolution procedures set forth in the engagement letter.

D. ADDITIONAL TERMS APPLICABLE WHEN SERVICES ARE PROVIDED BY DEBEVOISE SHANGHAI

D.1 Details of Debevoise Shanghai. Debevoise & Plimpton Shanghai Representative Office (“Debevoise Shanghai”) is located at 13/F Kerry Centre Tower One 1515 Nanjing Road West Shanghai, 200040, China. Debevoise Shanghai is licensed to operate as a foreign law firm in China by the Ministry of Justice. Under Ministry of Justice regulations, foreign law firms in China are permitted, amongst other things, to provide consultancy services on non-Chinese law and on international conventions and practices, and to provide information on the impact of the Chinese legal environment. Under the same regulations, foreign law firms in China are not permitted to practice Chinese law, including rendering legal opinions upon Chinese law. Debevoise Shanghai’s services in the Matter do not constitute an opinion upon Chinese law. If you require such an opinion, you should obtain it from licensed Chinese counsel and we would be pleased to arrange for assistance.

D.2. Privacy and Data Protection. By voluntarily providing us with data (including any sensitive personal information included therein), you agree

that we may share information relating to you or a Matter with all Debevoise & Plimpton entities that are part of our global law firm and any lawyers associated with such entities. If you wish to restrict the sharing of your information beyond China and retain your information within China, you should inform us in writing before we commence substantive work on the Matter. You understand that, in any event, Client will ultimately retain liability for any cross-border transfer of Client’s data that we effect in connection with the transactions or proceedings for which we are engaged, and to the extent legally permitted, we disclaim any liability in connection with any such transfer.

D.3 Liability Cap. We may limit our aggregate liability to you for breach of contract or negligence in respect of a Matter to an amount specified in the relevant engagement letter.

EXHIBIT B

Declaration of M. Natasha Labovitz

DEBEVOISE & PLIMPTON LLP

M. Natasha Labovitz (admitted *pro hac vice*)
Sidney P. Levinson (admitted *pro hac vice*)
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*Proposed Co-Counsel to the Debtor and
Debtor in Possession*

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

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

In re:

CCA Construction, Inc.,¹

Debtor.

Chapter 11

Case No. 24-22548 (CMG)

**DECLARATION OF M. NATASHA LABOVITZ
IN SUPPORT OF THE DEBTOR'S APPLICATION FOR
ENTRY OF AN ORDER AUTHORIZING THE EMPLOYMENT AND
RETENTION OF DEBEVOISE & PLIMPTON LLP AS BANKRUPTCY
CO-COUNSEL FOR THE DEBTOR EFFECTIVE AS OF THE PETITION DATE**

I, M. Natasha Labovitz, being duly sworn, state the following under penalty of perjury.

1. I am a partner in the law firm of Debevoise & Plimpton LLP ("**Debevoise**"), with an office at 66 Hudson Boulevard, New York, New York 10001. I am a member in good standing of the Bar of the State of New York, and I am admitted to practice before the United

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.

States District Court for the Southern District of New York. In addition, there are no disciplinary proceedings pending against me.

2. I submit this declaration (this “**Declaration**”) in support of the application (the “**Application**”) of the above-captioned debtor (the “**Debtor**”) for an order pursuant to sections 327(a) and 330 of title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (the “**Bankruptcy Code**”), rules 2014(a) and 2016 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**”) authorizing CCA to employ and retain Debevoise as bankruptcy co-counsel in connection with its chapter 11 case. Except as otherwise noted, I have personal knowledge of the matters set forth herein.

Debevoise’s Qualifications

3. Debevoise is pleased to have been selected by CCA as bankruptcy co-counsel. My understanding is that the selection was made because of the firm’s extensive experience and knowledge both in corporate transactional work and in litigation and, in particular, because of Debevoise’s recognized expertise in bankruptcy and restructuring, corporate finance, capital markets, mergers and acquisitions, and many other areas. Debevoise has extensive expertise, experience and knowledge practicing before bankruptcy courts. Additionally, Debevoise has represented CCA since November 2023 and over the course of this representation has developed a unique knowledge of CCA’s business and liabilities.

4. Debevoise and the attorneys engaged in this representation have been actively involved in many large and complex chapter 11 cases representing debtors and other major parties in interest, including, among others, *In re Spirit Airlines, Inc.*, No. 24-11988 (SHL) (Bankr. S.D.N.Y. Dec 18, 2024); *In re AIG Financial Products Corp.*, No. 22-11309 (MFW)

(Bankr. D. Del. Jan 30, 2023); *In re Philippine Airlines, Inc.*, No. 21-11569 (SCC) (Bankr. S.D.N.Y. Oct. 26, 2021); *In re High Ridge Brands Co.*, No. 19-12689 (BLS) (Bankr. D. Del. Jan. 15, 2020); *In re David's Bridal, Inc.*, No. 18-12635 (LSS) (Bankr. D. Del. Nov. 19, 2018); *In re La Paloma Generating Co. LLC*, No. 16-12700 (CSS) (Bankr. D. Del. Dec. 6, 2016); *In re CHC Grp. Ltd.*, No. 16-31854 (BJH) (Bankr. N.D. Tex. July 14, 2016); *In re Altegrity, Inc.*, No. 15-10226 (LSS) (Bankr. D. Del. Mar. 16, 2015); *In re AMR Corp.*, No. 11-15463 (SHL) (Bankr. S.D.N.Y. Jan. 10, 2012).

5. Since November 2023, Debevoise has represented CCA in certain litigation matters. On September 12, 2024, CCA also engaged Debevoise as restructuring counsel to assist and advise with respect to various restructuring and contingency planning issues, including both potential in-court and out-of-court strategies. Due to its existing relationship with CCA and in the course of preparing for its representation of CCA in this chapter 11 case, Debevoise has become familiar with CCA's business and many of the potential legal issues that are likely to arise in the context of this chapter 11 case. Accordingly, Debevoise has significant relevant experience with CCA that will enable the firm to deal effectively and efficiently with many of the legal issues that may arise in this chapter 11 case.

Services to Be Provided

6. Subject to further order of the Court and consistent with the Guidelines for Reviewing Applications and for Compensation and Reimbursement of Expenses Filed Under 11 U.S.C. § 330 by Attorneys in Larger Chapter 11 Cases (the "**U.S. Trustee Guidelines**") and with that certain engagement letter, dated as of September 12, 2024 (the "**Engagement Letter**"), a copy of which is attached hereto as **Exhibit 1**, CCA is seeking authorization to employ and retain Debevoise to render the following legal services in connection with the chapter 11 case:

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

7. In addition, by separate application filed contemporaneously herewith, CCA is also seeking authorization to employ Cole Schotz as co-counsel to CCA. Debevoise does not have an office in the State of New Jersey and, to comply with Local Rule 9010-1(b), CCA is required to retain New Jersey counsel. Debevoise will work closely with Cole Schotz to prevent unnecessary or inefficient duplication of services. In addition, to the extent Debevoise cannot

handle certain matters due to conflicts of interest or if it is determined that certain matters can be more efficiently handled by Cole Schotz or other counsel, Debevoise will undertake to ensure that such matters are handled by Cole Schotz or such other counsel.

8. Cole Schotz will be primarily responsible for the following legal services in connection with the chapter 11 case:

- (a) providing CCA with advice, based on its extensive experience practicing in the District of New Jersey, regarding CCA'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 CCA 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 CCA 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 with respect to which Debevoise may have a conflict or as needed based on specialization;
- (i) performing all other legal services for and on behalf of CCA which may be necessary or appropriate in the administration of this chapter 11 case and the fulfillment of CCA's duties as a debtor in possession; and
- (j) responding to creditor and party-in-interest inquiries directed to Cole Schotz.

Compensation Received by Debevoise from CCA

9. During the 90-day period prior to the Petition Date, consistent with the terms of the Engagement Letter, on October 16, 2024, CCA paid \$250,000 to Debevoise, as an advanced payment retainer, and an additional \$2,000,000 on October 25, 2024, and \$250,000 on December 19, 2024, also as advanced payment retainers. Pursuant to the terms of the Engagement Letter and applicable law, the advanced payment retainer payments were earned upon receipt. Moreover, pursuant to the Engagement Letter, the advanced payment retainer payments are property of Debevoise, and have not been held in a separate account.

10. As of the Petition Date, CCA did not owe Debevoise any amounts for legal services rendered before the Petition Date. Debevoise has agreed to waive any unpaid prepetition fees or expenses (if any) that exceeded its retainer as of the Petition Date.

Professional Compensation

11. Debevoise intends to apply for (a) compensation for professional services rendered on an hourly basis and (b) reimbursement of expenses incurred in connection with CCA's chapter 11 case, in both cases subject to the Court's approval and in compliance with applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules and any further procedures and orders of the Court. In addition, Debevoise will make reasonable efforts to comply with the U.S. Trustee Guidelines.

12. Debevoise has informed CCA that, subject to the Court's approval, it will bill at its standard hourly rates, to which a 10% discount will be applied:

Billing Category	USD Rates
Partners	\$1,950 – 2,575
Counsel	\$1,700 – 2,125
Associates	\$890 – 1,635
Paraprofessionals	\$390 – 900

13. The professionals listed below are presently expected to have primary responsibility for providing services to CCA. As noted, their rates are subject to a 10% discount.

Timekeeper Name and Rank	USD Rate
M. Natasha Labovitz (Partner, Restructuring)	\$2,575
Sidney P. Levinson (Partner, Restructuring)	\$2,575
Mark Goodman (Partner, Litigation)	\$2,575
Erica S. Weisgerber (Partner, Litigation)	\$2,250
Morgan Davis (Partner, Litigation)	\$1,950
Elie J. Worenklein (Counsel, Restructuring)	\$1,800
Molly Maass (Associate, Litigation)	\$1,635
Rory Heller (Associate, Restructuring)	\$1,430
Shefit Koboci (Associate, Restructuring)	\$1,325
Benjamin Mishkin (Law Clerk, Restructuring)	\$890
Junho Park (Case Manager)	\$580

14. In addition, from time to time in the ordinary course, other Debevoise professionals and paraprofessionals will provide services to CCA.

15. Debevoise's hourly rates are set at a level designed to fairly compensate Debevoise for the work of its attorneys and paraprofessionals and to cover fixed and routine expenses. Hourly rates vary with the experience and seniority of the individuals assigned. I believe that these rates are consistent with market rates for comparable services, and I have informed CCA that Debevoise periodically changes these rates in the ordinary course of business. Debevoise will inform CCA in advance of any such adjustments to its existing rate structure, and CCA has been advised by Debevoise that, pursuant to ABA Formal Ethics Opinion 11-458, "the client need not agree to pay the modified fee to have the lawyer continue the representation." *ABA Comm. on Ethics & Prof'l Responsibility, Formal Op. 458* (2011). Prior to the Petition Date, Debevoise provided services to CCA at its standard hourly rates in effect from time to time (subject to a 10% discount and an additional threshold-based discount to reflect time getting up to speed on restructuring matters), which were subject to periodic increases as a result of ordinary course rate adjustments described above. As previously noted, prior to the Petition

Date, fees related to Debevoise's litigation representation in the Baha Mar Litigation were paid by CCA's non-debtor co-defendants, not by CCA, which arrangement will continue during the chapter 11 case.

16. It is Debevoise's policy to charge its clients in all areas of practice for certain expenses incurred in connection with a client's case. The expenses charged to clients include, among other things, photocopying, witness fees, travel expenses, filing and recording fees, postage, express mail and messenger charges, computerized legal research charges and other computer services, and expenses for "working meals."

17. No promises have been received by Debevoise or by any partner, counsel or associate thereof as to compensation in connection with the chapter 11 case other than in accordance with the provisions of the Bankruptcy Code. Debevoise further states that pursuant to Bankruptcy Rule 2016(b), it has not shared, nor agreed to share (a) any compensation it has received or may receive with another party or person, other than with the partners, associates and contract attorneys associated with Debevoise or (b) any compensation another person or party has received or may receive.

18. The fees incurred in connection with the Baha Mar Litigation on behalf of CCA and the other defendants will continue to be paid by the non-Debtor defendants in the ordinary course or business, consistent with prepetition practices and with this Court's prior order [Docket No. 53]. Under the terms of the applicable engagement letter, Debevoise will be compensated on a fixed monthly fee basis and may request (but has no entitlement to) a wholly discretionary fee enhancement above the fixed monthly fee, all of which will be paid by the non-Debtor defendants and not by CCA.

Debevoise's Conflicts Check Procedures

19. In connection with its proposed retention by CCA in this chapter 11 case, Debevoise undertook to determine whether it had any conflicts or other relationships that might cause it not to be disinterested or to hold or represent an interest adverse to CCA. Debevoise's conflicts check system is designed to include every matter on which the firm is, or at one time was, retained, and in each instance, to include the identity of related and adverse parties. Debevoise regularly updates this system.²

20. In preparing this Declaration, I caused to be submitted for review by our conflicts check system the entities listed on **Schedule 1** hereto (collectively, the "**Conflict Check Parties**"). **Schedule 1** was created by CCA's advisors after a review of CCA's records. The information listed on **Schedule 1** may have changed without my knowledge and may change during the pendency of the chapter 11 case. Accordingly, I will update this Declaration as necessary and when I become aware of material information.

21. The searches of Debevoise's conflicts check system conducted in connection with Debevoise's proposed retention generally date back at least seven years and are intentionally broad and inclusive when names are incomplete or ambiguous. Where appropriate, general and specific inquiries were made of Debevoise personnel to ensure that any previous or current representation did not engender conflict with Debevoise's retention as counsel to CCA. Further, beyond these general and specific inquiries, Debevoise circulates a firm-wide report of new matters on a daily basis. All Debevoise attorneys are responsible for reviewing the daily report

² The Debevoise conflicts check system is designed to be a single database that includes information from matters handled by its attorneys worldwide. Debevoise partners practicing in non-U.S. jurisdictions also may be partners in affiliated entities organized under local laws. There are no other equity owners of such other entities who are not partners of Debevoise, and such other entities are either engaged in the practice of law or are non-operating holding companies for entities engaged in the practice of law.

of new matters in addition to conducting their own conflict searches and raising any potential concerns with respect to new representations.

22. The following is a list of the categories in Schedule 1 that Debevoise has searched:

Category

Debtor and Non-Debtor Affiliates
Current and Recent Former Directors and Officers
Insurers
Surety Bond Providers
Counterparties to Contracts & Leases
Landlords, Management Companies, and Recent Former Landlords
Litigation Parties
Professionals
Creditors' Professionals
Banks
Taxing Authorities and Governmental Agencies
Vendors
United States Trustee and Bankruptcy Judges for the District of New Jersey (and Key Staff Members)

23. Based on the conflicts search conducted to date and described herein, to the best of my knowledge, neither I, Debevoise, nor any partner or associate thereof, insofar as I have been able to ascertain, has any connection with CCA, its creditors or any other parties in interest, its respective attorneys and accountants, the U.S. Trustee, or any person employed in the office of the U.S. Trustee, except as disclosed or otherwise described herein.

24. Out of an abundance of caution, **Schedule 2** attached hereto lists the parties in interest for whom Debevoise currently acts as counsel or acted as counsel during the last three years or for whose affiliates Debevoise currently acts as counsel or acted as counsel during the last three years.³ **Schedule 2** has been compiled with the assistance of my lawyer colleagues at Debevoise who have reviewed conflict records and, to the best of my knowledge, this Schedule

³ Open matters with no reported activity during the last three years have been treated as “closed” for purposes of Schedule 2.

is accurate and complete. Debevoise does not, and will not, represent any of the entities set forth on **Schedule 2** in matters related to this chapter 11 case or adverse to CCA or its estate.

Debevoise's Connections with Parties in Interest in this Chapter 11 Case

25. To the best of my knowledge, based on the review procedures described above, Debevoise does not have any “connection” to any parties in interest in this chapter 11 case except as described in this Declaration. Neither the term “connection,” as used in Bankruptcy Rule 2014, nor the proper scope of a professional’s search for “connection,” has been defined. Out of an abundance of caution, I am disclosing several representations or other relationships, which are not, to my understanding, disqualifying or problematic under either section 327(a) of the Bankruptcy Code or applicable standards of professional ethics.

26. As previously disclosed to the Court, Debevoise is currently representing CCA, as well as two of CCA’s non-Debtor affiliates, CSCEC (Bahamas), Ltd. (“**CSCECB**”) and CCA Bahamas, Ltd. (“**CCAB**”), in the Baha Mar Litigation, including the pending appeal before the First Department that this Court authorized on December 27, 2024 [Docket No. 53]. For the avoidance of doubt, Debevoise will not represent CSCECB and CCAB in connection with the chapter 11 case.

27. Debevoise has previously, may currently and may in the future work with certain of CCA’s professionals or those professionals retained by other parties-in-interest in this chapter 11 case in connection with matters that are unrelated to CCA’s chapter 11 case. Debevoise believes such work does not create an interest adverse to CCA with respect to the matters on which Debevoise is to be retained.

28. I currently serve together with Elizabeth Abrams, CCA’s independent director, on the board of directors of Her Justice (there are 30 directors on Her Justice’s board of directors), a

not-for-profit organization in New York City that provides free legal help to women living in poverty in New York City.

29. Furthermore, as indicated in **Schedule 2**, Debevoise has represented and currently represents other Conflict Check Parties, along with other entities or individuals that may have business relationships with CCA, in connection with matters that are unrelated to CCA or to this chapter 11 case. To the best of my knowledge, Debevoise has not represented, and will not represent, these entities or individuals, or any other parties in interest in this chapter 11 case, in connection with any matters that would be adverse to the interests of CCA or its estate. Further, pursuant to section 327(a) of the Bankruptcy Code, Debevoise respectfully submits that none of the connections disclosed herein render Debevoise adverse to CCA with respect to the matters on which Debevoise is to be retained.

30. None of the Conflict Check Parties together with its affiliates accounted for more than 1% of Debevoise's revenues for the period of November 1, 2023 through November 1, 2024 except for: asset managers affiliated or associated with USI Insurance Services, FGS Global (US) LLC, and C&M First Services, Inc. Debevoise will not appear in this chapter 11 case on behalf of any entity other than CCA. Accordingly, Debevoise believes that its representation of these entities in matters unrelated to CCA does not create an interest adverse to CCA with respect to the matters on which Debevoise is to be retained.

31. Debevoise has previously, may currently and may in the future represent other clients in matters related to construction management, program management, and general contracting services for public and private clients where CCA is not involved. Debevoise believes such work does not create an interest adverse to CCA with respect to the matters on which Debevoise is to be retained.

32. Debevoise's conflicts search of the Conflict Check Parties also reveals that certain of Debevoise's attorneys and paraprofessionals who previously worked at other law firms represented certain Conflict Check Parties. Based on the results of the search thus far, to the best of my knowledge, none have worked on matters relating to CCA's restructuring efforts or this chapter 11 case.

33. From time to time, Debevoise may have referred work to other professionals who may appear in this chapter 11 case. Likewise, certain professionals that may appear in the chapter 11 case may have referred work to Debevoise.

34. Certain insurance companies pay the legal bills of Debevoise clients. Some of these insurance companies may be involved in this chapter 11 case. None of these insurance companies, however, are Debevoise clients as a result of the fact that they pay legal fees on behalf of Debevoise clients (although certain of the insurance companies may independently be clients of Debevoise, in which case, they would be covered by the conflict check disclosure procedures described herein).

35. I have caused to be circulated among all Debevoise attorneys, via electronic mail, an inquiry as to whether any Debevoise attorneys currently hold any equity or debt securities of CCA or its affiliates. Based on the response to this inquiry, to the best of my knowledge, I do not believe that any Debevoise attorneys currently hold any equity or debt securities of CCA or its affiliates.

36. I have caused to be circulated among all Debevoise attorneys, via electronic mail, an inquiry as to whether they have ever been employed by, or served as an officer or director, of CCA. Based on the response to this inquiry, to the best of my knowledge, I do not believe that any Debevoise attorney has ever been employed by, or served as an officer or director of, CCA.

37. Debevoise will not represent any party other than CCA in connection with CCA's bankruptcy case or any related matter.

38. I am not related to and, to the best of my knowledge, no other attorney at Debevoise is related to, any United States Bankruptcy Judge for the District of New Jersey, any District Judge for the District of New Jersey, the U.S. Trustee or any employee in the office of the U.S. Trustee, except that a nephew of the Honorable Vincent F. Papalia is a law clerk with the firm (and is not part of the team representing CCA). I note that Elie Worenklein, a counsel with the firm, formerly worked at a law firm with the Honorable John K. Sherwood before he was appointed to the bench, and Mr. Worenklein and Judge Sherwood worked together on matters unrelated to CCA.

39. To the best of my knowledge, except as disclosed herein, no attorneys at Debevoise or their respective immediate family members own equity interests in CCA or are creditors of CCA.

40. Debevoise will periodically review its files during the pendency of the chapter 11 case to use its reasonable efforts to ensure that no conflicts or other disqualifying circumstances exist or arise. If any new relevant facts or relationships are discovered or arise, Debevoise will use reasonable efforts to identify such further developments and will file a supplemental declaration as soon as practicable.

41. Based on the conflicts search conducted to date and described herein, to the best of my knowledge and insofar as I have been able to ascertain, Debevoise (a) is a "disinterested person" within the meaning of section 101(14) of the Bankruptcy Code, as required by section 327(a) of the Bankruptcy Code, and does not hold or represent an interest adverse to CCA's

estate, and (b) has no connection to CCA, its creditors, or other parties in interest, except as may be disclosed herein.

[Remainder of page intentionally left blank.]

ATTORNEY STATEMENT PURSUANT TO U.S. TRUSTEE GUIDELINES

The following is provided in response to the request for additional information set forth in ¶ 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: Yes, as described in the Declaration.

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: As disclosed above, Debevoise represented CCA prior to the Petition Date for both litigation and restructuring matters. During that time period, Debevoise charged its standard rates for restructuring services, subject to the customary annual rate increases applicable to all clients. Debevoise had agreed to apply a 10% discount for services under the Engagement Letter and an additional threshold-based discount to reflect time getting up to speed on restructuring matters. The postpetition billing rates and the material financial terms of Debevoise's employment are consistent with the 10% discount that was in effect prior to the Petition Date.

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

Response: CCA will be approving a prospective budget and staffing plan for Debevoise's engagement for the postpetition period as appropriate. In accordance with the U.S. Trustee Guidelines, the budget may be amended as necessary to reflect changed or unanticipated developments.

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

New York, New York
Date: January 27, 2025

/s/ M. Natasha Labovitz
M. Natasha Labovitz

SCHEDULE 1

Conflict Check Parties

SCHEDULE 1

Conflict Check Parties

**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 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 Construction, 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 - SEM Corp
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

**CURRENT AND RECENT FORMER
DIRECTORS AND OFFICES**

Jingtao Yang
Jun Li
Lilin Cao

SCHEDULE 1

Conflict Check Parties

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
Sompo
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 USA P.C.
Carlton Fields, P.A.

SCHEDULE 1

Conflict Check Parties

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
ClearCompany 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

SCHEDULE 1

Conflict Check Parties

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 Enterprises 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)**

Adela Alfaro
Andre M. Espinosa
Andrea D. Bergman
Andrew B. Altenburg, Jr.
Angeliza Ortiz-Ng
Ann Marie Donio
Brian Martinotti
Cathy L. Waldor
Christine M. Gravelle
Christine P. O'Hearn
Claire C. Cecchi

SCHEDULE 1

Conflict Check Parties

Daniel C. Kropiewnicki
David Gerardi
Edward S. Kiel
Elizabeth A. Pascal
Esther Salas
Evelyn Padin
Fran B. Steele
Francyne D. Arendas
Georgette Castner
J. Brendan Day
Jamel K. Semper
James B. Clark, III
James Stives
Jeanne A. Naughton
Jeffrey Sponder
Jerrold N. Poslusny, Jr.
Jessica S. Allen
John K. Sherwood
Jose R. Almonte
Joseph C. Kern
Joseph H. Rodriguez
Julien X. Neals
Justin T. Quinn
Karen M. Williams
Katharine S. Hayden
Kirsten K. Ardelean
Lauren Bielskie
Leda Dunn Wettre
Madeline Cox Arleo
Mark E. Hall

Martha Hildebrandt
Matthew J. Skahill
Melissa E. Rhoads
Michael B. Kaplan
Michael A. Hammer
Michael A. Shipp
Michael Artis
Michael E. Farbiarz
Peter J. D'Auria
Rachel Wolf
Renee Marie Bumb
Robert J. Schneider, Jr.
Robert Kirsch
Rosemary Gambardella
Rukhsanah L. Singh
Samantha Lieb
Savanna Bierne
Sharon A. King
Stacey D. Adams
Stacey L. Meisel
Stanley R. Chesler
Susan D. Wigenton
Tia Green
Tina L. Oppelt
Tonianne J. Bongiovanni
Vincent F. Papalia
William J. Martini
William J. Ziemer
Zahid N. Quraishi

SCHEDULE 2

Current and Former Clients

<u>Party in Interest</u>	<u>Relationship to Debtor</u>	<u>Relationship to Debevoise</u>
ADP	Vendors	Current client
ADT	Counterparties to Contracts & Leases	Affiliate of current client
Aetna	Insurers	Current client
AIG	Insurers	Current client; Affiliate of current client
American International Companies	Surety Bond Providers	Affiliate of current client
B. Riley Securities	Professionals	Affiliate of current client
Bank of Communications	Vendors	Affiliate of current client
Benefit Mall	Counterparties to Contracts & Leases	Affiliate of current client
Berkley Assurance Company	Insurers	Current client
C&M First Services Inc.	Counterparties to Contracts & Leases	Affiliate of current client
Cablevision Lightpath LLC	Counterparties to Contracts & Leases	Affiliate of current client
Carlton Fields, P.A.	Professionals	Current client
Chubb	Insurers	Current client
Computer Design & Integration	Vendors	Affiliate of former client
Euler Hermes North America Insurance Company	Surety Bond Providers	Affiliate of current client
FedEx	Vendors	Former client
FGS Global (US) LLC	Professionals	Affiliate of current client
Fidelity Investment	Counterparties to Contracts & Leases	Current client
Fidelity Security Life Insurance	Vendors	Current client
Helmsman Management Services, LLC	Vendors	Affiliate of current client
Kramer Levin Naftalis & Frankel LLP	Vendors	Former client
Liberty National	Vendors	Affiliate of former client
LinkedIn Corporation	Vendors	Affiliate of current client
Lowenstein Sandler LLP	Professionals	Current client
Marcum LLP	Vendors	Current client
Metlife SBC	Vendors	Affiliate of current client
Navigators	Insurers	Affiliate of current client
Paychex, Inc.	Counterparties to Contracts & Leases	Current client

<u>Party in Interest</u>	<u>Relationship to Debtor</u>	<u>Relationship to Debevoise</u>
Pitney Bowes Inc.	Counterparties to Contracts & Leases	Current client
ShelterPoint Life Insurance Company	Insurers	Affiliate of current client
Swiss Re Corporate Solutions	Surety Bond Providers	Affiliate of current client
Travelers	Insurers	Current client
USI Insurance Services	Vendors	Affiliate of current client
Verizon Wireless	Vendors	Affiliate of current client
WEX Bank	Vendors	Affiliate of current client

EXHIBIT C

Declaration of Yan Wei

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
rbheller@debevoise.com

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

COLE SCHOTZ P.C.

Michael D. Sirota
Warren A. Usatine
Felice R. Yudkin
Ryan T. Jareck
Court Plaza North, 25 Main Street
Hackensack, NJ 07601
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Facsimile: (201) 489-1536
msirota@coleschotz.com
wusatine@coleschotz.com
fyudkin@coleschotz.com
rjareck@coleschotz.com

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

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

In re:

CCA Construction, Inc.,¹

Debtor.

Chapter 11

Case No. 24-22548 (CMG)

**DECLARATION OF YAN WEI, CHAIRMAN AND
CHIEF EXECUTIVE OFFICER OF THE DEBTOR, IN SUPPORT OF THE
DEBTOR'S APPLICATION FOR ENTRY OF AN ORDER AUTHORIZING
THE EMPLOYMENT AND RETENTION OF DEBEVOISE & PLIMPTON LLP
AS CO-COUNSEL FOR THE DEBTOR EFFECTIVE AS OF THE PETITION DATE**

I, Yan Wei, pursuant to section 1746 of title 28 of the United States Code, hereby declare that the following is true and correct:

1. I am the Chairman and Chief Executive Officer ("CEO") of CCA Construction, Inc. ("CCA" or the "**Debtor**"). I am generally familiar with the business operations, business

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

and financial affairs, and books and records of CCA 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 Debevoise and/or employees working under my supervision, or my opinion based upon my experience and knowledge concerning CCA’s operations. I am authorized to submit this Declaration on CCA’s behalf. If called upon to testify, I would testify competently to the facts set forth in this Declaration.

3. This Declaration is being submitted in support of the *Debtor’s Application for Entry of an Order Authorizing the Employment and Retention of Debevoise & Plimpton LLP as Bankruptcy Co-Counsel for the Debtor Effective as of the Petition Date* (the “**Application**”).²

4. This Declaration also is submitted 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 Debevoise that the U.S. Trustee Guidelines require any application for employment of an attorney under section 327 or 1103 of the Bankruptcy Code to 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.
- (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

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

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 clients 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 non-bankruptcy 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 CCA, I am part of the team responsible for supervising CCA's outside counsel and monitoring and controlling legal costs.

CCA's Selection of Counsel

6. On September 12, 2024, CCA engaged Debevoise as restructuring counsel to assist and advise them with respect to various restructuring and contingency planning issues, including both potential in-court and out-of-court strategies. CCA retained Debevoise as its attorneys because of the firm's extensive experience and knowledge both in corporate transactional work and in litigation and, in particular, Debevoise's recognized expertise in bankruptcy and restructuring, corporate finance, and many other areas. Debevoise has also extensive expertise, experience, and knowledge practicing before bankruptcy courts. Additionally, Debevoise has represented CCA since November 2023 in the Baha Mar Litigation and over the course of this representation has developed a unique knowledge of CCA's business, affiliates, litigation, and liabilities.

7. Due to its prior relationship with CCA, and in the course of preparing for its representation of CCA in this chapter 11 case, Debevoise has become familiar with CCA's

business and many of the potential legal issues that are likely to arise in the context of this chapter 11 case. I believe that Debevoise is both well qualified and uniquely able to represent CCA in this chapter 11 case in an efficient and timely manner.

8. CCA also interviewed, and, subject to Court approval, retained Cole Schotz as bankruptcy co-counsel. CCA has coordinated, and will continue to coordinate, with Debevoise and Cole Schotz to ensure there is no duplication of services.

Rate Structure

9. In connection with the filing of the chapter 11 case, CCA and Debevoise have agreed upon rates for this matter in accordance with the Engagement Letter. CCA believes that these rates are consistent with market rates for comparable services and is informed that Debevoise periodically changes these rates in the ordinary course of business. Debevoise has informed CCA that, subject to the Court's approval, it will bill at its standard hourly rates, to which a 10% discount will be applied. I have confirmed with Debevoise that its billing rates do not vary as a function of whether the services performed relate to a bankruptcy or non-bankruptcy engagement.

Cost Supervision

10. CCA supervises outside counsel retained in the ordinary course of business and will supervise the fees and expenses incurred by Debevoise in connection with this chapter 11 case. More specifically, in my capacity as CEO of CCA, 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 Debevoise's invoices, monthly fee statements, and interim and final compensation applications in connection with Debevoise's requests for payment of fees and reimbursement of expenses.

Debevoise has assured me that, in order to avoid any duplication of effort and to provide services to CCA in the most efficient and cost-effective manner, Debevoise will continue to coordinate with Cole Schotz and any other firms CCA retains regarding their respective responsibilities in this chapter 11 case.

11. CCA will be approving a prospective budget and staffing plan for Debevoise's engagement for the postpetition period as appropriate. CCA 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 CCA and Debevoise. In accordance with the U.S. Trustee Guidelines, the budget may be amended as necessary to reflect changed or unanticipated developments.

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

13. Nothing contained herein is intended to limit Debevoise's ability to request allowance and payment of fees and expenses pursuant to sections 330 and 331 of the Bankruptcy Code, nor to restrict Debevoise's rights to defend against any objection raised to the allowance or payment of such fees, nor to restrict CCA'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.

14. Based on the foregoing, I believe that it is necessary for CCA to employ Debevoise as its bankruptcy co-counsel in this chapter 11 case and that such employment is in the best interest of CCA's estate.

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

Executed on January 27, 2025.

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