

DISTRICT OF NEW JERSEY



Order Filed on February 7, 2025
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U.S. Bankruptcy Court
District of New Jersey

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

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Proposed Co-Counsel to the Debtor and Debtor in Possession

In re:

CCA Construction, Inc.,¹

Debtor.

Case No. 24-22548 (CMG)

Chapter 11

Judge: Christine M. Gravelle

¹ The last four digits of CCA's federal tax identification number are 4867 of this chapter 11 case is 445 South Street, Suite 310, Morristown, NJ



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Debtor: CCA Construction, Inc.
Case No.: 24-22548 (CMG)
Caption of Order: Order Authorizing Debtor to Retain BDO Consulting Group, LLC,
as Financial Advisor to the Debtor Effective as of the Petition Date

**ORDER AUTHORIZING THE APPOINTMENT OF BDO CONSULTING GROUP,
LLC. AS FINANCIAL ADVISOR TO THE DEBTOR EFFECTIVE AS OF THE
PETITION DATE**

The relief set forth on the following pages, numbered two (2) through eight (8), is
ORDERED.

DATED: February 7, 2025



**Honorable Christine M. Gravelle
United States Bankruptcy Judge**

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Upon Debtor’s Application (the “Application”)² pursuant to sections 327(a), 328, 330 and 331 of the Bankruptcy Code, Bankruptcy Rules 2014(a) and 2016, and Local Rules 2014-1 and 2016-1 for an order (this “Order”), authorizing the Debtor to employ and retain BDO Consulting Group, LLC (“BDO”) as its financial advisor, on the terms set forth in the Services Agreement annexed to the Application; and upon the Blum Declaration annexed to the Application; all as more fully set forth in the Application; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Standing Order of Reference to the Bankruptcy Court Under Title 11 of the United States District Court for the District of New Jersey*, entered July 23, 1984, and amended on September 18, 2012 (Simandle, C.J.); and that this Court may enter a final order consistent with Article III of the United States Constitution; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and this Court having found that venue of this proceeding and the Application in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the Application is in the best interests of the Debtor, its creditors, and other parties in interest; and this Court having found that the Debtor’s notice of the Application and opportunity for a hearing on the Application were appropriate and that no other notice need be provided; and this Court having reviewed the Application; and this Court having determined that the legal and factual bases set forth in the Application establish just cause for the relief granted herein; and upon all of the proceedings had

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

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before this Court; and after due deliberation and sufficient cause appearing therefor, it is

HEREBY ORDERED THAT:

1. The Application is granted as set forth herein.
2. CCA is authorized to retain BDO as financial advisor to the Debtor effective as of the Petition Date, on the terms set forth in the Services Agreement attached to the Application as **Exhibit B**, as modified by this Order; *provided that*, notwithstanding anything in the Services Agreement to the contrary, BDO shall only seek reimbursement of reasonable expenses that BDO actually incurs.
3. BDO shall file applications for interim and final allowance of compensation and reimbursement of expenses in accordance with sections 330 and 331 of the Bankruptcy Code, applicable Bankruptcy Rules, the Local Rules, this Order and any other applicable orders of this Court.
4. Paragraph 4 of the Terms and Conditions section of the Services Agreement (the “Indemnification Provisions”) included in the Services Agreement are approved, subject to the following:
 - a. No individual entity (“Indemnified Agent”) in the BDO Group shall be entitled to indemnification, contribution, or reimbursement pursuant to the Services Agreement for services, unless such services and the indemnification, contribution, or reimbursement are approved by the Court.
 - b. The Debtor shall have no obligation to indemnify any Indemnified Agent, or provide contribution or reimbursement to any Indemnified Agent, for any claim or expense to the extent it is either: (i) judicially determined (the determination

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having become final and no longer subject to appeal) to have arisen from any Indemnified Agent's gross negligence, willful misconduct or bad faith; (ii) for a contractual dispute in which the Debtor alleges breach of BDO's contractual obligations, unless this Court determines that indemnification, contribution, or reimbursement would be permissible pursuant to *In re United Artists Theatre Co.*, 315 F.3d 217 (3d Cir. 2003); or (iii) settled prior to a judicial determination as to the exclusions set forth in clauses (i) and (ii) above, but determined by this Court, after notice and a hearing pursuant to subparagraph (c) hereof to be a claim or expense for which the Indemnified Agent should not receive indemnity, contribution, or reimbursement under the terms of the Services Agreement, as modified by this Order.

c. If, before the earlier of (i) the entry of an order confirming a chapter 11 plan in the Chapter 11 Case (that order having become a final order no longer subject to appeal) and (ii) the entry of an order closing the Chapter 11 Case, an Indemnified Agent believes that it is entitled to the payment of any amounts by the Debtor on account of the Debtor's indemnification, contribution, and/or reimbursement obligations under the Services Agreement (as modified by this Order), including without limitation, the advancement of defense costs, the Indemnified Agent must file an application therefore in this Court, and the Debtor may not pay any such amounts to the Indemnified Agent before the entry of an order by this Court approving the payment. This subparagraph (c) is intended only to specify the period of time under which this Court shall have jurisdiction over any request for

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fees and expenses by any Indemnified Agent for indemnification, contribution, and/or reimbursement, and not a provision limiting the duration of the Debtor's obligation to indemnify, or make contributions or reimbursements to, the Indemnified Agents. All parties in interest shall retain the right to object to any demand by any Indemnified Agent for indemnification, contribution, and/or reimbursement.

(d) Any limitation on liability pursuant to the terms of the Engagement Agreement shall be eliminated during the pendency of this bankruptcy proceeding.

5. The Indemnification Provisions shall not be applicable with respect to any claim the Debtor has against BDO with respect to Services performed and provided pursuant to this Order for the Debtor from the date of this Order through the effective date of the Debtor's chapter 11 plans.

6. BDO shall keep its time records in tenth-of-an-hour increments in accordance with Local Rule 2016-1 of this Court and shall otherwise comply with the requirements of that Local Rule, as well Bankruptcy Rule 2016(a) and the United States Trustee Fee Guidelines.

7. BDO will only bill 50% for non-working travel.

8. Any request for compensation under the terms of the Services Agreement shall be subject to the standard of review set forth in section 330 of the Bankruptcy Code by all interested parties.

9. Prior to any increases in BDO's rates, BDO shall provide ten business days' notice of such increase to the Debtor and the U.S. Trustee and committee, if one is appointed. A supplemental affidavit shall explain the basis for the requested rate increases in accordance with section 330(a)(3)(F) of the Bankruptcy Code and state whether the Debtor has consented to the

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rate increase. The U.S. Trustee retains all rights to object to any rate increase on all grounds including, but not limited to, the reasonableness standard provided for in section 330 of the Bankruptcy Code, and all rates and rate increases are subject to review by the Court.

10. To the extent informed by the Debtor, BDO shall use its best efforts to avoid any duplication of services provided by the Debtor or other retained professionals in the Chapter 11 Case.

11. Notwithstanding anything contained in the Application, the Services Agreement, or any documents ancillary thereto, absent a change in controlling law, BDO shall not be compensated or reimbursed for, or in connection with, the defense of its fee applications.

12. Notwithstanding any provision in the Services Agreement, including paragraph 20 of the Terms and Conditions section of the Services Agreement, BDO shall have whatever obligations applicable law would impose upon it.

13. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

14. To the extent there is inconsistency between the terms of the Services Agreement, the Application, and this Order, the terms of this Order shall govern.

15. Notice of the Application satisfies the requirements of Bankruptcy Rule 6004(a).

16. The Debtor is authorized to take all actions necessary to effectuate the relief granted in this Order in accordance with the Application.

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

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