

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF NEW JERSEY



Order Filed on February 21, 2025  
by Clerk  
U.S. Bankruptcy Court  
District of New Jersey

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

**COLE SCHOTZ P.C.**

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

-and-

**DEBEVOISE & PLIMPTON LLP**

M. Natasha Labovitz (admitted *pro hac vice*)  
Sidney P. Levinson (admitted *pro hac vice*)  
Elie J. Worenklein  
Rory B. Heller (admitted *pro hac vice*)  
66 Hudson Boulevard  
New York, NY 10001  
Telephone: (212) 909-6000  
Facsimile: (212) 909-6836  
nlabovitz@debevoise.com  
slevinson@debevoise.com  
eworenklein@debevoise.com

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

In re:

Chapter 11

CCA Construction, Inc.,<sup>1</sup>

Case No. 24-22548 (CMG)

Debtor.

DATED: February 21, 2025

Honorable Christine M. Gravelle  
United States Bankruptcy Judge

<sup>1</sup> 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



242254825022300000000001

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Debtor: CCA Construction, Inc.

Case No.: 24-22548 (CMG)

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Utilized in the Ordinary Course of Business

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**ORDER AUTHORIZING THE DEBTOR TO EMPLOY AND COMPENSATE  
PROFESSIONALS UTILIZED IN THE ORDINARY COURSE OF BUSINESS**

The relief set forth on the following pages, numbered three (3) through thirteen (13), is  
hereby **ORDERED**.

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Upon the *Debtor's Motion for Entry of an Order Authorizing The Debtor To Employ And Compensate Professionals Utilized In The Ordinary Course Of Business* [Docket No. 72] (the "**Motion**")<sup>2</sup> of the above-captioned debtor and debtor in possession (the "**Debtor**") for entry of an order (this "**Order**"), authorizing CCA to employ and compensate professionals utilized in the ordinary course of business, as more fully set forth in the Motion; and the Court having jurisdiction to decide the Motion 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 Motion 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 this Court having found that CCA's notice of the Motion was appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court, if any; and this Court having determined that the legal and factual bases set forth in the Motion and at the hearing establish just cause for the relief granted herein; and upon all of the proceedings had before this Court and after due deliberation and sufficient cause appearing therefor,

**IT IS HEREBY ORDERED THAT:**

1. This Motion is **GRANTED** as set forth herein.

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<sup>2</sup> Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Motion.

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2. CCA is authorized, but not directed, to employ and retain the Ordinary Course Professionals listed on **Exhibit 3** to this Order (the “**Initial Ordinary Course Professionals**”), and any Additional Ordinary Course Professionals (as defined in paragraph 4 of this Order and collectively with the Initial Ordinary Course Professionals, the “**Ordinary Course Professionals**”), without the need to file individual retention applications and obtain retention orders for each such Ordinary Course Professional. CCA is further authorized, but not directed, to pay such Ordinary Course Professionals’ fees, including, if necessary, advancing any reasonable postpetition retainer to the Ordinary Course Professional, and reimburse expenses incurred pursuant to the terms of this Order. Any advancement of a reasonable postpetition retainer to an Ordinary Course Professional shall be subject to notice being provided to the Retention Notice Parties (as defined herein) with an opportunity to object within seven (7) days of service of such notice. Such objection deadline shall be subject to extension by agreement of CCA, the U.S. Trustee and any official committee appointed in this chapter 11 case. Such authorizations are effective as of the Petition Date or the applicable date of engagement.

3. Within five (5) business days after the date of entry of this Order, CCA shall serve this Order including each exhibit hereto upon each Initial Ordinary Course Professional. Thereafter, no later than (a) thirty (30) days after the date of entry of this Order or (b) the date on which each retained Initial Ordinary Course Professional commences services for CCA, each Initial Ordinary Course Professional shall provide to CCA and CCA’s counsel a declaration pursuant to Section 1746 of title 28 of the United States Code, substantially in the form attached hereto as **Exhibit 1** (“**OCP Declaration**”) and a completed retention questionnaire substantially

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in the from attached as **Exhibit 2** (“**Retention Questionnaire**”) for filing with the Court. Upon receipt of an OCP Declaration and Retention Questionnaire, CCA will file such documents with the Court and serve a copy upon (i) the Office of the United States Trustee for the District of New Jersey (the “**U.S. Trustee**”), One Newark Center, 1085 Raymond Boulevard, Suite 2100, Newark, New Jersey, 07102, Attn: Fran B. Steele, Esq. and Peter J. D’Auria, Esq.; (ii) counsel to any official committee appointed in this chapter 11 case; (iii) counsel for the DIP Lender, Lowenstein Sandler LLP, Attn: Jeffrey Cohen and Andrew Behlmann; and (iv) those parties who have filed a notice of appearance and request for service of pleadings in this chapter 11 case pursuant to Bankruptcy Rule 2002 (collectively, the “**Retention Notice Parties**”). Each OCP Declaration shall (a) certify that the Ordinary Course Professional does not represent or hold any interest to CCA or its estate with respect to the matter(s) on which such Ordinary Course Professional is to be employed, and (b) set forth in reasonable detail the nature of the services expected to be rendered by the Ordinary Course Professional, and the estimated monthly disbursement expected to be made by CCA to the Ordinary Course Professional during this chapter 11 case.

4. CCA is authorized, without need for further hearing or order from the Court, to employ and retain ordinary course professionals not currently listed on **Exhibit 3** (the “**Additional Ordinary Course Professionals**”) by filing with the Court, and serving on the Retention Notice Parties, a supplement to **Exhibit 3** (the “**Supplemental List**”), listing the name of the Additional Ordinary Course Professional, together with a brief description of the services to be rendered and the applicable Monthly Fee Cap, serving a copy of both the Supplemental List and the Retention Questionnaire on the Retention Notice Parties, and by otherwise complying with the terms of this

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Order. Such authorization is effective retroactive to the date of filing the Supplemental List or the applicable date of engagement. Within thirty (30) days of the filing of such Supplemental List, each Additional Ordinary Course Professional shall provide to CCA and CCA's counsel an OCP Declaration and Retention Questionnaire, and CCA will file such documentation with the Court and serve a copy on the Retention Notice Parties.

5. The Retention Notice Parties shall have fourteen (14) days after the later of (i) the entry of this Order, or (ii) the service of any OCP Declaration, and Retention Questionnaire (the "**Objection Deadline**") to object to the retention of any Ordinary Course Professional. Any such objections shall be filed with the Court and served upon the Retention Notice Parties and the Ordinary Course Professional subject to such objection by the Objection Deadline. If any objection cannot be resolved or withdrawn within fourteen (14) days after service (or on such earlier date as determined by CCA in its discretion), upon motion by CCA, such objection shall be scheduled for a hearing before the Court on the next regularly scheduled hearing date or such other date that may be agreeable to the Ordinary Course Professional, CCA, and the objecting party. If no objection is received on or before the Objection Deadline, or if any submitted objection is timely withdrawn or resolved, CCA shall be authorized to retain the Ordinary Course Professional as a final matter without further order of the Court, as of the Petition Date or the applicable date of engagement.

6. CCA shall not pay any fees or reimburse any expenses (nor shall any Ordinary Course Professional draw down any previously provided retainer) to any Ordinary Course Professional unless (a) the Ordinary Course Professional has submitted its OCP Declaration and

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Retention Questionnaire to CCA; (b) such OCP Declaration and Retention Questionnaire have been filed with the Court and served on the Retention Notice Parties; (c) the Objection Deadline has expired; and (d) no timely objection is pending. If a timely objection is received, no payment shall be made until such objection is either resolved, withdrawn, or otherwise overruled by the Court.

7. CCA shall pay each Ordinary Course Professional retained in accordance with the procedures outlined above one hundred percent (100%) of the fees and disbursements incurred with the respect to postpetition services, upon the submission to, and approval by, CCA of an appropriate invoice, a copy of which shall be provided to the U.S. Trustee and counsel any official committee appointed in this chapter 11 case, setting forth in reasonable detail the nature of the serviced rendered and expenses actually incurred during the month, without prejudice and subject to (i) CCA's rights to dispute any such invoice in the ordinary course and (ii) the rights of the Retention Notice Parties to file an Ordinary Course Professional Fee Objection (defined below) in accordance with paragraph 11 hereof; provided, however, that each Ordinary Course Professional's total compensation and reimbursement shall not exceed the monthly fee cap set forth in **Exhibit 3** or in any Supplemental List (the "**Monthly Fee Cap**"), as applicable, on average over any three-month period on a rolling basis. With respect to CBIZ Marks Paneth, LLC ("**CBIZ**"), BML Properties, Ltd. ("**BMLP**") shall receive copies of invoices received by CCA postpetition (appropriately redacted, if necessary), and promptly upon completion of CCA's shared services allocation of any CBIZ invoice consistent with historical practices, CCA shall provide BMLP with a report of the allocation by entity.

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8. CCA shall have the authority to change the Monthly Fee Cap applicable to any given Ordinary Course Professional in its reasonable discretion and in consultation with the any official committee appointed in this chapter 11 case upon seven (7) days' notice to the Retention Notice Parties, subject to objection by the Retention Notice Parties.

9. If an Ordinary Course Professional's fees and expenses exceed the Monthly Fee Cap over a three-month rolling basis such Ordinary Course Professional shall file a (i) fee application in compliance with sections 330 and 331 of the Bankruptcy Code and applicable provisions of the Federal Rules of Bankruptcy Procedures, the Local Rules, the *Guidelines for Reviewing Applications for Compensation and Reimbursement of Expenses Filed under 11 U.S.C. § 330 for Attorneys in Larger Chapter 11 Cases, effective as of November 1, 2013* (the "**U.S. Trustee Fee Guidelines**"), and any other procedures and orders of the Court, and (ii) file a separate retention application to be retained as a professional person pursuant to section 327 of the Bankruptcy Code. Such applicable Ordinary Course Professional shall be entitled to interim payment of its requested fees and expenses up to the Monthly Fee Cap pending the Court's allowance of those requested fees and expenses in excess of the Monthly Fee Cap. The Retention Notice Parties and any other party in interest shall then have fourteen (14) days to object to such fee application by serving such objection upon the Retention Notice Parties and the relevant Ordinary Course Professional. Each Ordinary Course Professional that is a law firm and exceeds the Monthly Fee Cap shall agree to make a reasonable effort to comply with the U.S. Trustee Fee Guidelines.



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10. Within thirty (30) days after the end of, and with respect to, each full three-month period after entry of this Order (including any initial partial month in the first period), CCA shall file with this Court, and serve upon the Retention Notice Parties, a summary statement that includes the following information for each Ordinary Course Professional: (i) the name of the Ordinary Course Professional; (ii) the aggregate amounts paid as compensation for services rendered and reimbursement of expenses incurred by such Ordinary Course Professional during the statement period; and (iii) a general description of the services rendered by such Ordinary Course Professional. The obligation to file summary statements shall terminate upon confirmation of a plan of reorganization in this chapter 11 case.

11. On the date that is established in this chapter 11 case for professionals to file final fee applications and pursuant to D.N.J. LBR 2016-4, CCA shall file a statement (the “**Final Statement**”) for each of the Ordinary Course Professionals. The Final Statement shall include the following information for each Ordinary Course Professional: (i) the name of the Ordinary Course Professional; (ii) the aggregate amount paid to the Ordinary Course Professional during the previous ninety (90) days; (iii) the total amount paid postpetition to each Ordinary Course Professional; and (iv) a reasonably detailed description of the services rendered by the Ordinary Course Professional during this chapter 11 case. The Final Statement shall be served upon the Retention Notice Parties, who shall have twenty (20) days to file an objection with the Court pursuant to section 330 of the Bankruptcy Code (an “**Ordinary Course Professional Fee Objection**”).

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12. To the extent that any preexisting agreement between CCA and an Ordinary Course Professional provides for the indemnification by CCA of such Ordinary Course Professional in connection with the services that are the subject of this Order (each such agreement, an “**Ordinary Course Professional Agreement**”), such indemnification provisions are approved, subject to the following modifications, applicable during the pendency of this chapter 11 case:

- a. The Ordinary Course Professional shall not be entitled to indemnification, contribution, or reimbursement pursuant to the Ordinary Course Professional Agreement unless the indemnification, contribution, or reimbursement is approved by the Court;
- b. Notwithstanding anything to the contrary in the Ordinary Course Professional Agreement, CCA shall have no obligation to indemnify the Ordinary Course Professional, or provide contribution or reimbursement to the Ordinary Course Professional, for any claim or expense to the extent that it is either: (i) judicially determined (the determination having become final and no longer subject to appeal) to have arisen from the Ordinary Course Professional’s gross negligence, bad faith, fraud, self-dealing (if found to be applicable), breach of fiduciary duty (if any), or willful misconduct; (ii) for a contractual dispute in which CCA alleges breach of the Ordinary Course Professional’s contractual obligations under the Ordinary Course Professional Agreement unless the Court determines that indemnification would be permissible pursuant to *In re United Artists Theatre Co.*, 315 F.3d 217 (3d Cir. 2003); or (iii) settled without CCA’s consent prior to a judicial determination as to that exclusions set forth in clauses (i) and (ii) above, but determined by this Court, after notice and a hearing, to be a claim or expense for which the Ordinary Course Professional should not receive indemnity, contribution, or reimbursement under the terms of the Ordinary Course Professional Agreement as modified by the Court;
- c. If, before the earlier of (i) the entry of an order confirming a chapter 11 plan in this chapter 11 case (that order having become a final order no longer subject to appeal) and (ii) the entry of an order closing this chapter 11 case, the Ordinary Course Professional believes that it is entitled to the payment of any amounts by CCA on account of CCA’s indemnification, contribution and/or reimbursement obligations under the Ordinary Course Professional Agreement (as modified by the

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provisions herein), including without limitation the advancement of defense costs, the Ordinary Course Professional must file an application before this Court and CCA may not pay any such amounts 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 indemnification, contribution, or reimbursement and not a provision limiting the duration of CCA's obligation to indemnify to the Ordinary Course Professional. All parties in interest shall retain the right to object to any demand by the Ordinary Course Professional for indemnification, contribution, or reimbursement. In the event that the Ordinary Course Professional seeks reimbursement from CCA for attorneys' fees and expenses in connection with the payment of an indemnity claim pursuant to the Ordinary Course Professional Agreement, the invoices and supporting time records for the attorneys' fees and expenses shall be included in the Ordinary Course Professional's own applications, both interim and final, but determined by this Court after notice and a hearing.

- d. Any limitation of liability provisions or limitations on amounts to be contributed by the Ordinary Course Professional in the Ordinary Course Professional Agreement shall be eliminated.

13. This Order shall not apply to any Chapter 11 Professional retained by a separate order of this Court.

14. To the extent the Ordinary Course Professional uses independent contractors or subcontractors (as such terms may be defined or otherwise referenced in the Ordinary Course Professional Agreement), the Ordinary Course Professional agrees to (i) pass through the cost of any Ordinary Course Professional independent contractor or subcontractor at the same rate that the Ordinary Course Professional pays the Ordinary Course Professional independent contractor or subcontractor; (ii) seek reimbursement for actual costs only; (iii) ensure that the Ordinary Course Professional independent contractor or subcontractor (to the extent they are attorneys, accountants, or other agents) (A) are subject to the same conflict checks and disclosures as required by the

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Ordinary Course Professional and (B) file a supplemental declaration with the Court advising that it does not hold an interest adverse to CCA's estate, and (iv) attach any such invoices of the Ordinary Course Professional independent contractor or subcontractor to the Ordinary Course Professional's invoices.

15. To the extent an Ordinary Course Professional Agreement contains dispute resolution language, any such dispute resolution language is revised to reflect that it is not in effect during the pendency of this bankruptcy case.

16. Each non-attorney Ordinary Course Professional shall waive any prepetition claim against CCA as a condition of its retention and compensation as an Ordinary Course Professional.

17. Each Ordinary Course Professional shall periodically update its OCP Declaration and Retention Questionnaire to the extent necessary to reflect new facts or circumstances relevant to its retention, including, without limitation, any changes in the type or scope of services to be provided. Upon the filing of an updated OCP Declaration and/or Retention Questionnaire, the Retention Notice Parties and any party in interest shall have fourteen (14) days after service on the Retention Notice Parties to object to the changes.

18. Subject to the payment procedures set forth in this Order, CCA's rights and the right of any party in interest to dispute any invoice submitted by an Ordinary Course Professional shall not be affected or otherwise prejudiced.

19. As this Order is only procedural in nature, the U.S. Trustee reserves all rights to object to the retention of any Ordinary Course Professional on any grounds including those Ordinary Course Professionals identified in **Exhibit 3** to this Order and any Supplemental List.

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20. CCA shall not make any payment to any Ordinary Course Professional that has not complied with the Ordinary Course Professional Procedures and the other terms of this Order.

21. Notwithstanding anything to the contrary in the Application or this Order, any payment made or authorization hereunder shall be subject to the applicable budget and/or cash collateral authorization requirements imposed on CCA under any order(s) of this Court authorizing CCA's use of cash collateral and post-petition debtor-in-possession financing facilities, including any order(s) authorizing post-petition financing.

22. CCA is authorized to take all actions necessary to effectuate the relief granted pursuant to this Order.

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

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

25. The requirement set forth in Local Rule 9013-1(a)(3) that any motion be accompanied by a memorandum of law is hereby satisfied by the contents of the Motion or otherwise waived.

26. This Court retains exclusive jurisdiction with respect to all matters arising from or related to this Order.

**EXHIBIT 1**

Form Declaration

**DEBEVOISE & PLIMPTON LLP**

M. Natasha Labovitz (admitted *pro hac vice*)  
Sidney P. Levinson (admitted *pro hac vice*)  
Elie J. Worenklein  
Rory B. Heller (admitted *pro hac vice*)  
66 Hudson Boulevard  
New York, NY 10001  
Telephone: (212) 909-6000  
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Court Plaza North, 25 Main Street  
Hackensack, NJ 07601  
Telephone: (201) 489-3000  
Facsimile: (201) 489-1536  
msirota@coleschotz.com  
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fyudkin@coleschotz.com  
rjareck@coleschotz.com

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

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

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

In re:

CCA Construction, Inc.,<sup>1</sup>

Debtor.

Chapter 11

Case No. 24-22548 (CMG)

**DECLARATION OF [DECLARANT], ON BEHALF OF PROPOSED ORDINARY  
COURSE PROFESSIONAL [COMPANY NAME]**

I, [Declarant], pursuant to Section 1746 of title 28 of the United States Code, hereby declare that the following is true to the best of my information, knowledge, and belief:

1. I am a [Title] of [Company Name], located at [Address] (the "Company").

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<sup>1</sup> 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.

2. CCA Construction, Inc. (“CCA” or the “Debtor”) has requested that the Company provide [**Type of Services**] to CCA, and the Company has consented to provide such services.

3. The Company may have in the past performed and may perform services in the future, in matters unrelated to CCA’s chapter 11 case, for persons that are parties-in-interest in these cases. As part of its customary practice, the Company is retained in cases, proceedings, and transactions involving many different parties, some of whom may represent or be claimants, employees of CCA, or other parties-in-interest in these cases. The Company does not perform services for any such persons in connection with these cases. In addition, the Company does not have any relationship with any such persons, their attorneys, or accountants that would be adverse to CCA or its estate.

4. Neither I, nor any principal of or professional employed by the Company has agreed to share or will share any portion of the compensation to be received from CCA with any other person other than the principals and regular employees of the Company.

5. Neither I, nor any principal of, or professional employed by the Company, insofar as I have been able to discover, holds or represents any interest adverse to CCA or its estate.

6. [**FOR LEGAL SERVICES FIRMS:** CCA owes the Firm \$\_\_ for pre-petition services, the payment of which is subject to limitations contained in title 11 of the United States Code, 11 U.S.C. 101-1532.]

7. [**FOR NON-LEGAL SERVICE FIRMS ONLY:** The Firm agreed to waive all unpaid amounts for services rendered prior to the Petition Date.]

8. As of the Petition Date, which was the date on which CCA commenced this chapter 11 case, the Company [was/was not] party to an agreement for indemnification with CCA. [A copy of such agreement is attached as **Exhibit 1** to this Declaration.]



9. At any time during the period of its employment, if the Company should discover any facts bearing on the matters described herein, the Company will supplement the information contained in this Declaration.

10. I, or a representative of the Company, have read and am familiar with the requirements of the *Order Authorizing Employment and Payment of Professionals Utilized in the Ordinary Course of Business*.

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

Executed this [Date] in [City, State, Country]

---

[Declarant]

**EXHIBIT 2**

Form Questionnaire

**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

**COLE SCHOTZ P.C.**

Michael D. Sirota  
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Ryan T. Jareck  
Court Plaza North, 25 Main Street  
Hackensack, NJ 07601  
Telephone: (201) 489-3000  
Facsimile: (201) 489-1536  
msirota@coleschotz.com  
wusatine@coleschotz.com  
fyudkin@coleschotz.com  
rjareck@coleschotz.com

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

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

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

In re:  
  
CCA Construction, Inc.,<sup>1</sup>  
  
Debtor.

Chapter 11

Case No. 24-22548 (CMG)

**RETENTION QUESTIONNAIRE**

**TO BE COMPLETED BY EACH ORDINARY COURSE PROFESSIONAL  
EMPLOYED BY THE DEBTOR**

<sup>1</sup> 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.

**Please return this Questionnaire to:**

**DEBEVOISE & PLIMPTON LLP**

M. Natasha Labovitz (admitted *pro hac vice*)  
Sidney P. Levinson (admitted *pro hac vice*)  
Elie J. Worenklein  
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66 Hudson Boulevard  
New York, NY 10001  
Telephone: (212) 909-6000  
Facsimile: (212) 909-6836  
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fyudkin@coleschotz.com  
rjareck@coleschotz.com

*If more space is needed, please complete on a separate page and attach.*

1. Name and address of firm:

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2. Date of retention:

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3. Type of services provided (accounting, legal, etc.):

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4. Brief description of services to be provided:

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5. Arrangements for compensation (hourly, contingent, etc.):

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6. Prepetition claims against CCA held by the firm:

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(a) Average hourly rate (if applicable):

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(b) Estimated average monthly compensation:

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7. Prepetition claims against CCA held individually by any member, associate, or professional employee of the firm:

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8. Disclose the nature and provide a brief description of any interest adverse to CCA  
or to its estate with respect to the matters on which the above-named firm is to be employed:

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9. Name and title of individual completing this Retention Questionnaire:

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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 information.

Dated: \_\_\_\_\_, 2024

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[Name]  
[Title]  
[Firm]

**EXHIBIT 3**

**Current List of Ordinary Course Professionals and Related Services**

Professional Name and Address	Description of Service Provided	Monthly Fee Cap if Services are Utilized <sup>1</sup>
Greenberg Traurig	Legal Services: Employment Law	\$15,000.00
Squire Patton Boggs (US) LLP	Legal Services: General & Litigation	\$8,000.00
Pillsbury Winthrop Shaw Pittman LLP	Legal Services: Litigation	\$0.00
Carlton Fields, P.A.	Legal Services: Litigation	\$1,000.00
CBIZ Marks Paneth, LLC	Tax Advisor	\$300,000.00 <sup>2</sup>
Barst & Mukamal LLP formally Barst Mukamal & Kleiner LLP	Legal Services: Immigration	\$15,000.00
Klasko Immigration Law Partners, LLP	Legal Services: Immigration	\$10,000.00
Chiesa Shahinian & Giantomasi PC	Legal Services: Immigration	\$10,000.00

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<sup>1</sup> The Monthly Fee Cap is limited to funds paid by CCA and excludes amounts paid to the Ordinary Course Professionals by any non-Debtor, including third-party insurers or obligors.

<sup>2</sup> This amount reflects a flat fee, which may be paid in installments.

In re:  
CCA Construction, Inc.  
Debtor

Case No. 24-22548-CMG  
Chapter 11

## CERTIFICATE OF NOTICE

District/off: 0312-3  
Date Rcvd: Feb 21, 2025

User: admin  
Form ID: pdf903

Page 1 of 2  
Total Noticed: 1

The following symbols are used throughout this certificate:

**Symbol**            **Definition**

+            Addresses marked '+' were corrected by inserting the ZIP, adding the last four digits to complete the zip +4, or replacing an incorrect ZIP. USPS regulations require that automation-compatible mail display the correct ZIP.

**Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Feb 23, 2025:**

<b>Recip ID</b>	<b>Recipient Name and Address</b>
db	+ CCA Construction, Inc., 445 South Street, Suite 310, Morristown, NJ 07960-6475

TOTAL: 1

**Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.**  
Electronic transmission includes sending notices via email (Email/text and Email/PDF), and electronic data interchange (EDI).

NONE

## BYPASSED RECIPIENTS

**The following addresses were not sent this bankruptcy notice due to an undeliverable address, \*duplicate of an address listed above, \*P duplicate of a preferred address, or ## out of date forwarding orders with USPS.**

NONE

## NOTICE CERTIFICATION

**I, Gustava Winters, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.**

**Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed .R. Bank. P.2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.**

Date: Feb 23, 2025

Signature:           /s/Gustava Winters          

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## CM/ECF NOTICE OF ELECTRONIC FILING

**The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on February 21, 2025 at the address(es) listed below:**

<b>Name</b>	<b>Email Address</b>
Andrew Behlmann	on behalf of Interested Party CSCEC Holding Company Inc. abehlmann@lowenstein.com
Brett S. Theisen	on behalf of Creditor BML Properties Ltd. btheisen@gibbonslaw.com, nmitchell@gibbonslaw.com
Felice R. Yudkin	on behalf of Debtor CCA Construction Inc. fyudkin@coleschotz.com, fpisano@coleschotz.com
Fran B. Steele	on behalf of U.S. Trustee U.S. Trustee Fran.B.Steele@usdoj.gov
Kyle McEvelly	on behalf of Creditor BML Properties Ltd. kmcevilly@gibbonslaw.com
Michael A. Kaplan	on behalf of Interested Party CSCEC Holding Company Inc. mkaplan@lowenstein.com, dclaussen@lowenstein.com



District/off: 0312-3

User: admin

Page 2 of 2

Date Rcvd: Feb 21, 2025

Form ID: pdf903

Total Noticed: 1

Michael D. Sirota

on behalf of Debtor CCA Construction Inc. msirota@coleschotz.com,  
fpisano@coleschotz.com;ssallie@coleschotz.com;lmorton@coleschotz.com;pratkowiak@coleschotz.com;ddelehanty@coleschotz.com

Michael T. Hensley

on behalf of Interested Party Plaza Construction Group Florida LLC mhensley@carltonfields.com,  
aaugenstein@carltonfields.com;mgarcia-sales@carltonfields.com;bking@carltonfields.com

Nicole M. Fulfree

on behalf of Interested Party CSCEC Holding Company Inc. nfulfree@lowenstein.com,  
dclaussen@lowenstein.com;elawler@lowenstein.com;cfrankel@lowenstein.com

Robert Malone

on behalf of Creditor BML Properties Ltd. rmalone@gibbonslaw.com, nmitchell@gibbonslaw.com

Savanna Bierne

on behalf of U.S. Trustee U.S. Trustee savanna.bierne1@usdoj.gov

Shella Borovinskaya

on behalf of Interested Party Certain Non-Debtor Affiliates of CCA Construction Inc sborovinskaya@ycst.com

U.S. Trustee

USTPRegion03.NE.ECF@usdoj.gov

TOTAL: 13