

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

ATTORNEY FEE APPLICATION COVER SHEET
FOR THE PERIOD DECEMBER 22, 2024 THROUGH APRIL 30, 2025

In re CCA Construction, Inc.

Applicant: Cole Schotz P.C.

Case No. 24-22548 (CMG)

Client: Debtor and Debtor in Possession

Chapter 11

Case Filed: December 22, 2024

COMPLETION AND SIGNING OF THIS FORM CONSTITUTES A CERTIFICATION
UNDER PENALTY OF PERJURY PURSUANT TO 28 U.S.C. § 1746.

RETENTION ORDER ATTACHED.

/s/ Michael D. Sirota 6/16/2025
MICHAEL D. SIROTA Date

SECTION I
FEE SUMMARY

First Interim Fee Application Covering the Period
December 22, 2024 through April 30, 2025:

FEE TOTALS	\$1,264,973.50
DISBURSEMENTS TOTALS	\$7,652.50
TOTAL FEE APPLICATION	\$1,272,626.00

	<u>FEES</u>	<u>EXPENSES</u>
TOTAL PREVIOUS FEES REQUESTED:	\$1,264,973.50	\$7,652.50
TOTAL FEES ALLOWED TO DATE:	\$0.00	\$0.00
TOTAL RETAINER REMAINING:	\$673,573.50	\$0.00
TOTAL HOLDBACK (IF APPLICABLE):	\$105,900.20	\$0.00
TOTAL RECEIVED BY APPLICANT:	\$423,600.80 ¹	\$5,902.80

¹ Cole Schotz has not yet received payment on account of its April 2025 invoice and, accordingly, the total received and total holdback do not reflect related amounts.



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<p style="text-align: center;">SECTION II CASE HISTORY</p>
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- (1) Date case filed: December 22, 2024
- (2) Chapter under which case commenced: Chapter 11
- (3) Date of retention: February 4, 2025, *nunc pro tunc* to December 22, 2024. See Exhibit A.

If limit on number of hours or other limitations to retention, set forth: n/a

- (4) Summarize in brief the benefits to the estate and attach supplements as needed: See narrative portion of fee application.
- (5) Anticipated distribution to creditors:
 - (a) Administration expense: N/A.
 - (b) Secured creditors: N/A.
 - (c) Priority creditors: N/A.
 - (d) General unsecured creditors: N/A.
- (6) Final disposition of case and percentage of dividend paid to creditors (if applicable): This is the first interim compensation application. Final dividend percentages are unknown at this time.

DEBEVOISE & PLIMPTON LLP

M. Natasha Labovitz (admitted *pro hac vice*)
Erica S. Weisgerber (admitted *pro hac vice*)
Elie J. Worenklein
66 Hudson Boulevard
New York, NY 10001
Telephone: (212) 909-6000
Facsimile: (212) 909-6836
nlabovitz@debevoise.com
eweisgerber@debevoise.com
eworenklein@debevoise.com

COLE SCHOTZ P.C.

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

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.,¹

Debtor.

Chapter 11

Case No. 24-22548 (CMG)

FIRST INTERIM APPLICATION OF COLE SCHOTZ P.C. FOR COMPENSATION OF PROFESSIONAL SERVICES RENDERED AND REIMBURSEMENT OF ACTUAL AND NECESSARY EXPENSES PURSUANT TO 11 U.S.C. §§ 327, 328, 330 AND 331

¹ The Debtor in this chapter 11 case, along with the last four digits of its federal tax identification number, is CCA Construction, Inc. (4862). The Debtor's service address for the purposes of this chapter 11 case is 445 South Street, Suite 310, Morristown, NJ 07960.

Cole Schotz P.C. (“Cole Schotz”), as co-counsel for CCA Construction, Inc., as debtor and debtor in possession (the “Debtor”), hereby submits this first interim application for compensation of professional services rendered and reimbursement of actual and necessary expenses (the “Application”) pursuant to (i) sections 327, 328, 330 and 331 of title 11 of the United States Code (the “Bankruptcy Code”), Rule 2016 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and Rule 2016-1 of the Local Bankruptcy Rules for the United States Bankruptcy Court for the District of New Jersey, (ii) 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 (the “Guidelines”), and (iii) this Court’s *Administrative Fee Order Establishing Procedures for the Allowance and Payment of Interim Compensation and Reimbursement of Expenses of Professionals Retained by Order of This Court*, dated February 18, 2025 [Docket No. 178] (the “Interim Compensation Procedures Order”), for professional services rendered by Cole Schotz for the period commencing December 22, 2024 through and including April 30, 2025 (the “Compensation Period”), and for reimbursement of its actual and necessary expenses incurred during the Compensation Period. In support of this Application, Cole Schotz respectfully represents as follows:

BACKGROUND

1. On December 22, 2024 (the “Petition Date”), the Debtor filed a voluntary petition for relief under Chapter 11 of the Bankruptcy Code (the “Chapter 11 Case”). A detailed description of the Debtor, its businesses, and the facts and circumstances supporting the Debtor’s Chapter 11 Case is set forth in greater detail in the *Declaration of Yan Wei, Chairman and Chief Executive Officer of the Debtor, in Support of Chapter 11 Petition* [Docket No. 11] and incorporated by reference herein. The Debtor is operating its businesses and managing its properties as a debtor in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy

Code. On May 7, 2025, the Court ordered the appointment of an examiner pursuant to section 1104(c) of the Bankruptcy Code [Docket No. 211].

INFORMATION REQUIRED BY THE GUIDELINES

A. The Scope of the Application

2. Consistent with the Guidelines, Cole Schotz discloses the following concerning the scope of the Application:

Name of Applicant	Cole Schotz P.C.
Name of Client	Debtor and Debtor in Possession
Petition Date	December 22, 2024
Retention Date	Order signed February 4, 2025 [Docket No. 112] (“ <u>Retention Order</u> ”), effective December 22, 2024
Date of Order Approving Employment	February 4, 2025; a true copy of the Retention Order is attached as <u>Exhibit A</u> .
Time Period Covered by Application	December 22, 2024 – April 30, 2025
Terms and Conditions of Employment	Hourly
Interim / Final	Interim application under 11 U.S.C. § 331
Date and Terms of Administrative Fee Order	On February 18, 2025, this Court entered the Interim Compensation Procedures Order. Pursuant to the Interim Compensation Procedures Order, Professionals (as defined therein) can file monthly fee statements with the Court. If there are no objections to a monthly fee statement, Professionals are entitled to payment of eighty (80%) percent of the fees and one hundred (100%) percent of the expenses requested in their monthly fee statement. The Interim Compensation Procedures Order further provides that Professionals may file interim fee applications for allowance of compensation and reimbursement of expenses of the amount sought in their monthly fee statements, including the twenty percent (20%) holdback pursuant to Section 331 of the Bankruptcy Code at four month intervals or such other intervals directed by the Court.
11 U.S.C. § 330	Cole Schotz seeks compensation under 11 U.S.C. § 330.

Total Compensation (Fees) Sought this Period	\$1,264,973.50
Total Expenses Sought this Period	\$7,652.50
Total compensation approved by interim order to date	\$0.00
Total expenses approved by interim order to date	\$0.00
Blended rate in this application for all attorneys	\$745.90
Blended rate in this application for all timekeepers	\$720.17
Compensation sought in this application already paid pursuant to a monthly compensation order but not yet allowed	\$423,600.80
Expenses sought in this application already paid pursuant to a monthly compensation order but not yet allowed	\$5,902.80
If applicable, number of professionals in this application not included in staffing plan approved by client	18
If applicable, difference between fees budgeted and compensation sought for this period	Cole Schotz budgeted \$1,751,000.00 in fees during the Compensation Period and incurred \$1,264,973.50 in compensation during the Compensation Period.
Number of professionals billing fewer than 15 hours to the case during this period	6
Are any rates higher than those approved or disclosed at retention? If yes, calculate and disclose the total compensation sought in this application using the rates originally disclosed in the retention application	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
	n/a

B. Summary of Timekeepers and Rate Increases

3. With respect to each professional and paraprofessional who billed on the matter during the Compensation Period, Cole Schotz discloses the following information on **Exhibit B** attached: (i) name; (ii) title or position; (iii) primary department, group, or section; (iv) date of first admission to the bar, if applicable; (v) total fees billed included in application; (vi) total hours billed included in application; and (vii) current hourly rate. No rate increases were implemented during the Compensation Period.

C. Customary and Comparable Compensation

4. Cole Schotz submits its compensation is customary as evidenced by the blended hourly rate data set forth on **Exhibit C** attached for the 2024 calendar year as compared to the Compensation Period. As set forth in Exhibit C, Cole Schotz's blended hourly rate for all timekeepers during the Compensation Period was \$720.17.

D. Statements from the Applicant

5. Consistent with the Guidelines, Cole Schotz answers the following questions:

<u>Question</u>	<u>Answer</u>
Did you agree to any variations from, or alternatives to, your standard or customary billing rates, fees or terms for services pertaining to this engagement that were provided during the application period?	No
If the fees sought in this fee application as compared to the fees budgeted for the time period covered by this fee application are higher by 10% or more, did you discuss the reasons for the variation with the client?	The total fees requested in this application are not higher than by 10% or more of the total budgeted amount for the Compensation Period.
Have any of the professionals included in this fee application varied their hourly rate based on the geographic location of the bankruptcy case?	No
Does the fee application include time or fees related to reviewing or revising time records or preparing, reviewing, or revising invoices?	Yes (minimal time/fees)
Does this fee application include time or fees for reviewing time records to redact any privileged or other confidential information?	Yes (minimal time/fees)
Does the fee application include any rate increases?	No

E. Budget and Staffing Plan

6. Consistent with the Guidelines, Cole Schotz provided the Debtor with, and the Debtor approved, a budget and staffing plan for the Compensation Period. Copies of the approved budgets and staffing plan for the Compensation Period are attached hereto as **Exhibits D-1** and **D-2**. As set forth below, the total hours and fees actually incurred did not exceed the budget by more than 10% in the aggregate during the Compensation Period:

<u>Month</u>	<u>Hours Budgeted</u>	<u>Hours Incurred</u>	<u>Fees Budgeted</u>	<u>Fees Incurred</u>
December 2024- January 2025	325.00	200.60	\$276,250.00	\$190,982.50
February 2025	320.00	198.70	\$272,000.00	\$178,484.00
March 2025	320.00	191.40	\$272,000.00	\$160,034.50
April 2025	1,095.00	1,165.80	\$930,750.00	\$735,472.50
Total	2,060.00	1,756.50	\$1,751,000.00	\$1,264,973.50

**SUMMARY OF PROFESSIONAL SERVICES
RENDERED AND EXPENSES INCURRED**

7. Cole Schotz seeks allowance of compensation for professional services rendered to the Debtor during the Compensation Period in the amount of \$1,264,973.50. In addition, Cole Schotz seeks approval for reimbursement of expenses incurred in connection with the rendition of its services in the aggregate amount of \$7,652.50. During the Compensation Period, Cole Schotz attorneys and paraprofessionals expended a total of 1,756.50 hours for which compensation is requested. The fees charged by Cole Schotz in this Chapter 11 Case is billed in accordance with its existing billing rates and procedures in effect during the Compensation Period.

8. The following summary highlights the major areas in which Cole Schotz rendered services during the Compensation Period. As required by the Guidelines, the summary is organized by project category. A summary chart setting forth the number of hours spent and the amount of compensation requested for each projected category is attached as **Exhibit E-1** and a summary chart setting forth the amount of expenses requested by Cole Schotz in this Application is attached as **Exhibit E-2**. Detailed descriptions of services rendered are contained in Cole Schotz's monthly fee statements for the Compensation Period, which appear at Docket Nos. 196, 227, 272 and 342 and are incorporated herein by reference.

A. Assumption and Rejection of Leases and Contracts

9. This category includes time expended by Cole Schotz with respect to the Debtor's assumption and rejection of leases and contracts. Cole Schotz assisted the Debtor and co-counsel in preparing and filing a stipulation and consent order regarding the extension of the deadline by which the Debtor must assume or reject its lease [Docket Nos. 263 and 279].

B. Case Administration

10. This category includes time expended by Cole Schotz on a variety of activities relating to the day-to-day management and prosecution of this Chapter 11 Case, including, among other things, strategizing and coordinating with the Debtor's advisors regarding this Chapter 11 Case and the customs, rules, and procedures of New Jersey practice. Cole Schotz has been responsible for interfacing with the U.S. Trustee as well as the Court. This category also includes time attending various hearings, including the first day hearing and various status and chambers' conferences, and strategizing regarding the drafting and filing of various administrative motions and applications critical to the smooth and efficient functioning of this Chapter 11 Case. Cole Schotz's New Jersey expertise has been instrumental to the success of the Chapter 11 Case.

C. Claims Administration and Objections

11. This category includes time expended by Cole Schotz with respect to the administration of claims against the Debtor's estate. During the Compensation Period, Cole Schotz prepared and filed the *Debtor's Motion for Entry of an Order (I) Setting Bar Dates for Submitting Proofs of Claim, Including Requests for Payment Under Section 503(b)(9), (II) Establishing an Amended Schedules Bar Date and a Rejection Damages Bar Date, (III) Approving the Form, Manner, and Procedures for Filing Proofs of Claim, (IV) Approving Notice Thereof, and (V) Granting Related Relief* [Docket No. 329].

D. Data Analysis

12. This category includes time expended by Cole Schotz with respect to analyzing and preparing data for a document review related to litigation issues. During the Compensation Period, Cole Schotz spent time updating its document review database with additional documents and customized review layouts to promote efficiency for the document review related to the Independent Investigation, defined below.

E. Fee Application Preparation

13. This category includes time expended by Cole Schotz preparing and filing its own monthly fee statements, advising the other Retained Professionals with respect to their monthly fee statements and filing same, and coordinating the service of the foregoing and the filing of certifications of no objection with regard to same.

F. Fee Employment

14. This category includes time expended by Cole Schotz regarding the retention and compensation of various professionals in the Chapter 11 Case. Among other things, Cole Schotz prepared the Debtor's application to retain Cole Schotz as its bankruptcy co-counsel. Cole Schotz assisted the Debtor's other counsel, advisors and related professionals, including Debevoise & Plimpton LLP, Kurtzman Carson Consultants, LLC dba Verita Global and BDO Consulting Group, LLC (collectively, the "Retained Professionals") in the preparation, filing, and service of their own professional retention papers and provided counsel regarding the Bankruptcy Rules, the Guidelines, and the Interim Compensation Procedures Order. Cole Schotz served as the primary liaison between the Retained Professionals and the U.S. Trustee regarding various retention and disclosure inquiries. Cole Schotz also prepared applications for admission *pro hac vice* for its co-counsel.

15. In addition, Cole Schotz prepared the Debtor's motion seeking authority to employ and compensate professionals utilized in the ordinary course of business and facilitated the filing of declarations and questionnaires for ordinary course professionals.

G. Financing

16. This category includes time expended by Cole Schotz with respect to the Debtor's financing. During the Compensation Period, Cole Schotz worked with the Debtor and its other professionals regarding court approval of the debtor-in-possession financing and responding to related discovery requests and objections.

H. Litigation

17. This category includes time expended by Cole Schotz with respect to various litigation matters other than avoidance action litigation. During the Compensation Period, Cole Schotz addressed matters related to BML Properties, Ltd.'s motion to appoint an examiner. Cole Schotz assisted co-counsel in developing a strategy, preparing pleadings, and preparing for and attending the hearings related to the examiner motion.

18. At the direction and with the approval of the independent and disinterested special committee of the Debtor's board of directors, Cole Schotz also began an investigation of potential estate claims and causes of action (the "Independent Investigation") in March 2025. In connection with the Independent Investigation, Cole Schotz, *inter alia*, developed a strategy for the Independent Investigation, formulated and implemented a document review protocol, reviewed documents, and prepared for and conducted interviews with Debtor personnel.

I. Meetings of Creditors

19. This category includes time expended by Cole Schotz assisting the Debtor in preparing for and attending the meetings of creditors.

J. Disclosure Statement and Plan of Reorganization

20. These categories include time Cole Schotz spent strategizing with the Debtor and its advisors regarding a proposed plan and disclosure statement. Cole Schotz provided advice with respect to plan structure, conducted research, and assisted and advised co-counsel regarding the plan process. Cole Schotz also reviewed and assisted in matters relating to the *Debtor's Motion for an Order Extending the Exclusive Periods for Filing a Chapter 11 Plan and Soliciting Acceptance Thereof* [Docket No. 265].

K. Relief from Stay

21. This category includes time expended by Cole Schotz advising the Debtor and co-counsel on matters related to motions for relief from the automatic stay. Specifically, Cole Schotz reviewed and coordinated with co-counsel regarding the *Debtor's Motion for Entry of an Order Granting Debtor Relief from the Automatic Stay to Seek Further Appellate Review* [Docket No. 266].

L. Reporting

22. This time category includes time Cole Schotz spent preparing the Debtor's schedules of assets and liabilities, statements of financial affairs, and monthly operating reports, and responding to U.S. Trustee inquiries regarding same.

RELIEF REQUESTED AND BASIS THEREFOR

23. The professional services performed by Cole Schotz on the Debtor's behalf during the Compensation Period required an aggregate expenditure of 1,756.50 recorded hours by Cole Schotz's partners, associates, and paraprofessionals. Of the aggregate time expended, 663.60 recorded hours were expended by members of Cole Schotz, 70.30 recorded hours were expended by special counsel of Cole Schotz, 195.70 recorded hours were expended by associates, and 133.00 recorded hours were expended by paraprofessionals and support staff.

24. During the Compensation Period, Cole Schotz’s hourly billing rates for attorneys, paraprofessionals and support staff ranged from \$295.00 to \$1,575.00 per hour. Allowance of compensation in the amount requested would result in a blended hourly billing rate of \$720.17, which represents a blended rate of \$406.11 for paraprofessionals and support staff and \$745.90 for attorneys, at Cole Schotz’s regular billing rates in effect at the time of the performance of services.

25. Cole Schotz has incurred \$7,652.50 in direct out-of-pocket expenses in providing professional services to the Debtor during the Compensation Period. These charges are intended to cover Cole Schotz’s direct operating costs, which costs are not incorporated into Cole Schotz’s billing rates.

26. Section 330 of the Bankruptcy Code provides that a court may award a professional employed under section 327 of the Bankruptcy Code “reasonable compensation for actual necessary services rendered . . . and reimbursement for actual necessary expenses.” 11 U.S.C. § 330(a)(1).

27. Section 330 of the Bankruptcy Code contains two separate criteria, and before determining the reasonableness of the service, the Court must make a threshold inquiry into its necessity. See In re Engel, 190 B.R. 206, 209 (Bankr. D.N.J. 1995); see also In re Fleming Cos., 304 B.R. 85, 89 (D. Del. 2003) (discussing a two-tiered approach to determining whether compensation should be allowed—first “the court must be satisfied that the attorney performed actual and necessary services” and second “the court must assess a reasonable value for those services”). The majority of courts which have interpreted section 330 of the Bankruptcy Code have held that an element of whether such services are “necessary” is whether they benefitted the bankruptcy estate. Engel, 190 B.R. at 209. Further, the test for determining necessity is

objective, focusing on what services a reasonable lawyer would have performed under the same circumstances. In re APW Enclosure Sys., Inc., No. 06-11378 (MFW), 2007 WL 3112414, at *3 (Bankr. D. Del. 2007) (citing Fleming, 304 B.R. at 89). This test does not rely on hindsight to determine the ultimate success or failure of the attorney's actions. See id. (citing, inter alia, Keate v. Miller (In re Kohl), 95 F.3d 713, 714 (8th Cir. 1996)).

28. Once the court determines that a service was necessary, it also assesses the reasonable value of the service. 11 U.S.C. § 303(a)(3). Section 330(a)(3) of the Bankruptcy Code sets forth the criteria for the award of such compensation and reimbursement, stating:

In determining the amount of reasonable compensation to be awarded . . . the court shall consider the nature, extent, and the value of such services, taking into account all relevant factors, including—

- (A) the time spent on such services;
- (B) the rates charged for such services;
- (C) whether the services were necessary to the administration of, or beneficial at the time at which the service was rendered toward the completion of, a case under this title;
- (D) whether the services were performed within a reasonable amount of time commensurate with the complexity, importance, and nature of the problem, issue, or task addressed;
- (E) with respect to a professional person, whether the person is board certified or otherwise has demonstrated skill and experience in the bankruptcy field; and
- (F) whether the compensation is reasonable based on the customary compensation charged by comparably skilled practitioners in cases other than cases under this title.

Id. § 330(a)(3).

29. In determining the reasonableness of fees, courts routinely employ the following twelve factors: (1) the time and labor required; (2) the novelty and difficulty of the questions; (3) the skill requisite to perform the legal service properly; (4) the preclusion of employment by

the attorney due to acceptance of the case; (5) the customary fee; (6) whether the fee is fixed or contingent; (7) time limitations imposed by client or the circumstances; (8) the amount involved and the results obtained; (9) the experience, reputation and ability of the attorneys; (10) the undesirability of the case; (11) the nature and length of the professional relationship with the client; and (12) awards in similar cases. Staiano v. Cain (In re Lan Assocs. XI, L.P.), 192 F.3d 109, 123 n.8 (3d Cir. 1999).

30. In addition, Section 331 of the Bankruptcy Code provides that a debtor's attorney employed under section 327 of the Bankruptcy Code may apply to the Court for interim compensation not more than once every 120 days after an order for relief in a case under chapter 11. See 11 U.S.C. § 331; see also Interim Compensation Procedures Order.

31. Here, as described above, Cole Schotz devoted a substantial amount of time and effort to addressing the numerous issues involved in this Chapter 11 Case. Cole Schotz respectfully submits that the services for which it seeks compensation in this Application were, at the time rendered, believed to be necessary to effectively represent the Debtor, were performed economically, effectively, and efficiently. Because Cole Schotz's services benefitted the bankruptcy estate, Cole Schotz respectfully submits that it performed "actual and necessary" services compensable under Section 330 of the Bankruptcy Code.

32. Further, Cole Schotz submits that consideration of the relevant factors enumerated in Lan Assocs. establishes that the compensation requested is reasonable in light of the nature, extent, and value of such services to the Debtor:

- (a) The Time and Labor Required. The professional services rendered by Cole Schotz on behalf of the Debtor has required the expenditure of substantial time and effort, as well as a high degree of professional competence and expertise, in order to deal with the many issues encountered by the Debtor in this case with skill and dispatch. Cole Schotz respectfully represents that the services rendered by it were performed efficiently, effectively, and economically.

- (b) *The Novelty and Difficulty of Questions.* Many legal challenges have arisen in the course of this case particularly related to the scope of the Court-appointed examiner and the Independent Investigation. While these issues may not be particularly novel or unique, Cole Schotz's effective assistance on these and other matters has facilitated the efficient resolution of such issues. Cole Schotz's effective assistance has facilitated and will continue to facilitate the resolution of these issues.
- (c) *The Skill Required to Perform the Legal Services Properly.* Cole Schotz believes that its recognized expertise in the area of insolvency proceedings and reorganization and its knowledge of New Jersey practice and procedure contributed to the efficient and effective representation of the Debtor in this Chapter 11 Case.
- (d) *The Preclusion of Other Employment by Applicant Due to Acceptance of the Case.* Cole Schotz's representation of the Debtor did not preclude its acceptance of new clients. However, the issues that arose in this case required attention on a continuing, and oftentimes emergent, basis, requiring Cole Schotz's professionals to commit significant portions of their time to this Chapter 11 Case.
- (e) *The Customary Fee.* The fee sought herein is based on Cole Schotz's normal hourly rates for services of this kind. Cole Schotz respectfully submits that the hourly rates of its professionals are not unusual given the time expended in attending to the representation of the Debtor. Cole Schotz's hourly rates and the fees requested herein are commensurate with fees Cole Schotz has been awarded in other Chapter 11 cases, as well as with fees charged by other attorneys of comparable experience.
- (f) *Whether the Fee is Fixed or Contingent.* Not applicable.
- (g) *Time Limitations Imposed by Client or other Circumstances.* Not applicable.
- (h) *The Amount Involved and Results Obtained.* Cole Schotz respectfully submits that the amount of fees for which compensation is sought is reasonable under the circumstances given the numerous issues that had to be addressed.
- (i) *The Experience, Reputation and Ability of the Attorneys.* Cole Schotz is a professional association with approximately 200 attorneys that practice extensively in the fields of bankruptcy and corporate restructuring; litigation; real estate; tax, trusts and estates; corporate, finance and business transactions; employment; environmental; construction services and other phases of the law. Cole Schotz has represented debtors, creditors, creditors' committees, fiduciaries and numerous other parties in hundreds of cases before the Bankruptcy Courts for the District of New Jersey as well as in various other Bankruptcy Courts throughout the country.
- (j) *The Undesirability of the Case.* Not applicable.

(k) Nature and Length of Professional Relationship. Not applicable.

(l) Awards in Similar Cases. As previously indicated, the fees sought herein are commensurate with fees Cole Schotz has been awarded in other chapter 11 cases.

33. In addition, consistent with section 331 of the Bankruptcy Code, this is Cole Schotz's first interim fee application. This application is made more than 120 days from the Petition Date. See 11 U.S.C. § 331.

CONCLUSION

WHEREFORE, Cole Schotz respectfully requests a first interim fee allowance as bankruptcy co-counsel for the Debtor during the Compensation Period in the amount of \$1,264,973.50 for fees for services rendered, together with reimbursement of expenses in the amount of \$7,652.50, for a total first interim fee award of \$1,272,626.00.

DATED: June 16, 2025

Respectfully submitted,

By: /s/ Michael D. Sirota
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

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

EXHIBIT A

RETENTION ORDER

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

Caption in Compliance with D.N.J. LBR 9004-1(b)
COLE SCHOTZ P.C.

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

-and-

DEBEVOISE & PLIMPTON LLP

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

Proposed Co-Counsel to the Debtor and Debtor in Possession

In re:

CCA Construction, Inc.,¹

Debtor.



Order Filed on February 5, 2025
by Clerk
U.S. Bankruptcy Court
District of New Jersey

Chapter 11

Case No. 24-22548 (CMG)

DATED: February 5, 2025


Honorable Christine M. Gravelle
United States Bankruptcy Judge

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..



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(Page 2)

Debtor: CCA Construction, Inc.

Case No. 24-22548 (CMG)

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

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

The relief set forth on the following pages, numbered three (3) through six (6), is hereby
ORDERED.

(Page 3)

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

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

IT IS HEREBY ORDERED THAT:

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

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

(Page 4)

Debtor: CCA Construction, Inc.

Case No. 24-22548 (CMG)

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

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

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

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

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

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Debtor: CCA Construction, Inc.

Case No. 24-22548 (CMG)

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

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

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

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

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Debtor: CCA Construction, Inc.

Case No. 24-22548 (CMG)

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

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

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

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

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

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

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

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

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

EXHIBIT 1

Engagement Letter



Michael D. Sirota
Member
Admitted in NJ and NY

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

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

—
New York
—
Delaware
—
Maryland
—
Texas
—
Florida

October 14, 2024

**ATTORNEY-CLIENT PRIVILEGED
PERSONAL AND CONFIDENTIAL**

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

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

Re: Engagement Agreement

Dear Mr. McMahon:

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

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

coleschotz.com

 COLE SCHOTZ P.C.

James McMahon, Esq.

October 14, 2024

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

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

Retainer

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

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

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

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

☼ COLE SCHOTZ P.C.

James McMahon, Esq.
October 14, 2024
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We look forward to working with you.

Very truly yours,

/s/ Michael D. Sirota

Michael D. Sirota

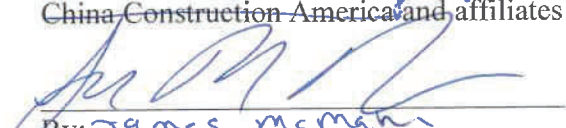
MDS:cdc

Attachment

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

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

CCA Construction Inc.
China Construction America and affiliates


By: James McMahon
Title: General Counsel

Dated: October 18, 2024



STANDARD TERMS OF ENGAGEMENT FOR LEGAL SERVICES

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

THE SCOPE OF OUR WORK

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

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

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

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

WHO PROVIDES THE LEGAL SERVICES

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

GENERATIVE ARTIFICIAL INTELLIGENCE

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

HOW FEES ARE SET

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

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



Our current range of hourly rates is as follows:

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

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

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

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

OUT-OF-POCKET EXPENSES

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

RETAINER AND TRUST DEPOSITS

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

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

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

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

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

BILLING ARRANGEMENTS AND TERMS OF PAYMENT

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

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

FEE DISPUTES

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

POTENTIAL CONFLICTS/UNRELATED MATTERS WAIVER

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



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

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

PRESERVATION OF ELECTRONICALLY STORED AND OTHER INFORMATION

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

TERMINATION

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

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

CONCLUSION OF REPRESENTATION; DISPOSITION OF DOCUMENTS

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

DISCLOSURE OF REPRESENTATION

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

POST-ENGAGEMENT MATTERS

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

EXHIBIT B

SUMMARY OF TIMEKEEPERS INCLUDED IN THIS FEE APPLICATION

NAME	TITLE OR POSITION	DEPARTMENT, GROUP, OR SECTION	DATE OF FIRST ADMISSION (if applicable)	FEES BILLED	HOURS BILLED	HOURLY RATE¹
Michael D. Sirota	Member	Bankruptcy	1986	\$133,560.00	84.80	\$1,575.00
Warren A. Usatine	Member	Bankruptcy	1995	\$109,500.00	87.60	\$1,250.00
Warren A. Usatine	Member	Bankruptcy	1995	\$1,625.00	2.60	\$625.00 (travel)
Steven Klepper	Member	Litigation	1993	\$126,432.00	131.70	\$960.00
Felice R. Yudkin	Member	Bankruptcy	2005	\$127,276.00	135.40	\$940.00
Felice R. Yudkin	Member	Bankruptcy	2005	\$1,222.00	2.60	\$470.00 (travel)
Ryan T. Jareck	Member	Bankruptcy	2008	\$33,840.00	37.60	\$900.00
Jason R. Melzer	Member	Litigation	2001	\$75,075.00	85.80	\$875.00
Daniel J. Harris	Member	Bankruptcy	2008	\$81,175.00	95.50	\$850.00
Krista L. Kulp	Special Counsel	Litigation	2013	\$47,101.00	70.30	\$670.00
Andreas A. Apostolides	Associate	Tax	2013	\$1,950.00	3.00	\$650.00
Andreas D. Milliaressis	Associate	Bankruptcy	2016	\$74,100.00	114.00	\$650.00
Pekham Pal	Associate	Litigation	2017	\$51,155.00	78.70	\$650.00
Sara L. Abiboutros	Staff Attorney	Litigation	2017	\$39,200.00	78.40	\$500.00
Janine M. Burke	Staff Attorney	Litigation	2012	\$37,750.00	75.50	\$500.00
Janet R. Covington	Staff Attorney	Litigation	1974	\$38,550.00	77.10	\$500.00
Robert L. Gullie	Staff Attorney	Litigation	2003	\$35,150.00	70.30	\$500.00
Sakyung Han	Staff Attorney	Litigation	2011	\$37,000.00	74.00	\$500.00
Donna M. Harris	Staff Attorney	Litigation	1986	\$38,850.00	77.70	\$500.00
Deanna F. McSwain	Staff Attorney	Litigation	1991	\$38,500.00	77.00	\$500.00
Doreen Nanda- Jean	Staff Attorney	Litigation	2012	\$40,500.00	81.00	\$500.00

¹ No rate increases have been implemented during the Compensation Period.

NAME	TITLE OR POSITION	DEPARTMENT, GROUP, OR SECTION	DATE OF FIRST ADMISSION (if applicable)	FEES BILLED	HOURS BILLED	HOURLY RATE ¹
Joseph N. Ring	Staff Attorney	Litigation	2009	\$41,450.00	82.90	\$500.00
Amanda Cook	Director of eDiscovery	Litigation	n/a	\$7,222.50	13.50	\$535.00
Patt Feuerbach	Senior eDiscovery Analyst	Litigation	n/a	\$1,683.50	3.70	\$455.00
Carinda E. Hardison	eDiscovery Manager	Litigation	n/a	\$2,040.00	4.80	\$425.00
Kaitlin Chapman	Litigation Support	Litigation	n/a	\$3,746.50	12.70	\$295.00
Frances Pisano	Paralegal	Bankruptcy	n/a	\$840.00	2.10	\$400.00
Danielle Delehanty	Paralegal	Bankruptcy	n/a	\$38,480.00	96.20	\$400.00

Client Name: CCA Construction, Inc.
 Case Number: 24-22548 (CMG)
 Applicant's Name: Cole Schotz P.C.
 Date of Application: June 16, 2025
 Interim or Final: Interim

EXHIBIT C

CUSTOMARY AND COMPARABLE COMPENSATION DISCLOSURES WITH FEE APPLICATIONS

(See Guidelines ¶ C.3. for definitions of terms used in this Exhibit)

CATEGORY OF TIMEKEEPER (using categories already maintained by the firm)	BLENDED HOURLY RATE	
	Billed by New Jersey Office Excluding Bankruptcy¹	BILLED In this fee application
Member	\$733.01	\$1,037.72
Counsel	\$664.01	\$670.00
Associate	\$437.08	\$650.00
Staff Attorney	\$494.46	\$500.00
Paralegal	\$362.13	\$400.00
Other (please define) – Litigation Support Services	\$435.23	\$423.41
All timekeepers aggregated	\$598.30	\$720.17

Client Name: CCA Construction, Inc.
Case Number: 24-22548 (CMG)
Applicant's Name: Cole Schotz P.C.
Date of Application: June 16, 2025
Interim or Final: Interim

¹ In accordance with the 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 November 1, 2013, the “preceding year” for which these figures were calculated is the 2024 calendar year; blended rates reflect work performed in the preceding year in each of the domestic offices in which timekeepers collectively billed at least 10% of the hours to the case during the application period, excluding all data from bankruptcy law matters.

EXHIBIT D-1

BUDGET FOR THE PERIOD DECEMBER 2024 – JANUARY 2025

PROJECT CATEGORY	ESTIMATED HOURS	ESTIMATED FEES
Asset Analysis and Recovery	20.00	\$17,000.00
Asset Disposition	20.00	\$17,000.00
Assumption and Rejection of Leases and Contracts	5.00	\$4,250.00
Preference Actions/Response	0.00	\$0.00
Budgeting (Case)	5.00	\$4,250.00
Business Operations	10.00	\$8,500.00
Case Administration	60.00	\$51,000.00
Claims Administration and Objections	15.00	\$12,750.00
Corporate Governance and Board Matters	0.00	\$0.00
Data Analysis	0.00	\$0.00
Employee Benefits/Pensions	0.00	\$0.00
Fee Application Preparation	20.00	\$17,000.00
Fee Employment	15.00	\$12,750.00
Fee Objections	0.00	\$0.00
Financing	0.00	\$0.00
Litigation	30.00	\$25,500.00
Meetings of Creditors	10.00	\$8,500.00
Disclosure Statement	25.00	\$21,250.00
Plan of Reorganization	40.00	\$34,000.00
Real Estate	0.00	\$0.00
Relief from Stay	5.00	\$4,250.00
Reporting	35.00	\$29,750.00
Tax Issues	0.00	\$0.00
Valuation	0.00	\$0.00
Non-Working Travel	10.00	\$8,500.00
Total:	325.00	\$276,250.00

BUDGET FOR THE PERIOD FEBRUARY 2025

PROJECT CATEGORY	ESTIMATED HOURS	ESTIMATED FEES
Asset Analysis and Recovery	15.00	\$12,750.00
Asset Disposition	15.00	\$12,750.00
Assumption and Rejection of Leases and Contracts	5.00	\$4,250.00
Preference Actions/Response	0.00	\$0.00
Budgeting (Case)	5.00	\$4,250.00
Business Operations	10.00	\$8,500.00
Case Administration	50.00	\$42,500.00
Claims Administration and Objections	20.00	\$17,000.00
Corporate Governance and Board Matters	0.00	\$0.00
Data Analysis	0.00	\$0.00
Employee Benefits/Pensions	0.00	\$0.00
Fee Application Preparation	20.00	\$17,000.00
Fee Employment	15.00	\$12,750.00
Fee Objections	0.00	\$0.00
Financing	0.00	\$0.00
Litigation	25.00	\$21,250.00
Meetings of Creditors	10.00	\$8,500.00
Disclosure Statement	40.00	\$34,000.00
Plan of Reorganization	55.00	\$46,750.00
Real Estate	0.00	\$0.00
Relief from Stay	5.00	\$4,250.00
Reporting	20.00	\$17,000.00
Tax Issues	0.00	\$0.00
Valuation	0.00	\$0.00
Non-Working Travel	10.00	\$8,500.00
Total:	320.00	\$272,000.00

BUDGET FOR THE PERIOD MARCH 2025

PROJECT CATEGORY	ESTIMATED HOURS	ESTIMATED FEES
Asset Analysis and Recovery	15.00	\$12,750.00
Asset Disposition	15.00	\$12,750.00
Assumption and Rejection of Leases and Contracts	5.00	\$4,250.00
Preference Actions/Response	0.00	\$0.00
Budgeting (Case)	5.00	\$4,250.00
Business Operations	10.00	\$8,500.00
Case Administration	50.00	\$42,500.00
Claims Administration and Objections	20.00	\$17,000.00
Corporate Governance and Board Matters	0.00	\$0.00
Data Analysis	0.00	\$0.00
Employee Benefits/Pensions	0.00	\$0.00
Fee Application Preparation	20.00	\$17,000.00
Fee Employment	15.00	\$12,750.00
Fee Objections	0.00	\$0.00
Financing	0.00	\$0.00
Litigation	25.00	\$21,250.00
Meetings of Creditors	10.00	\$8,500.00
Disclosure Statement	40.00	\$34,000.00
Plan of Reorganization	55.00	\$46,750.00
Real Estate	0.00	\$0.00
Relief from Stay	5.00	\$4,250.00
Reporting	20.00	\$17,000.00
Tax Issues	0.00	\$0.00
Valuation	0.00	\$0.00
Non-Working Travel	10.00	\$8,500.00
Total:	320.00	\$272,000.00

BUDGET FOR THE PERIOD APRIL 2025

PROJECT CATEGORY	ESTIMATED HOURS	ESTIMATED FEES
Asset Analysis and Recovery	15.00	\$12,750.00
Asset Disposition	15.00	\$12,750.00
Assumption and Rejection of Leases and Contracts	5.00	\$4,250.00
Preference Actions/Response	0.00	\$0.00
Budgeting (Case)	5.00	\$4,250.00
Business Operations	10.00	\$8,500.00
Case Administration	50.00	\$42,500.00
Claims Administration and Objections	20.00	\$17,000.00
Corporate Governance and Board Matters	0.00	\$0.00
Data Analysis	20.00	\$17,000.00
Employee Benefits/Pensions	0.00	\$0.00
Fee Application Preparation	20.00	\$17,000.00
Fee Employment	15.00	\$12,750.00
Fee Objections	0.00	\$0.00
Financing	0.00	\$0.00
Litigation	780.00	\$663,000.00
Meetings of Creditors	10.00	\$8,500.00
Disclosure Statement	40.00	\$34,000.00
Plan of Reorganization	55.00	\$46,750.00
Real Estate	0.00	\$0.00
Relief from Stay	5.00	\$4,250.00
Reporting	20.00	\$17,000.00
Tax Issues	0.00	\$0.00
Valuation	0.00	\$0.00
Non-Working Travel	10.00	\$8,500.00
Total:	1095.00	\$930,750.00

EXHIBIT D-2
STAFFING PLAN FOR THE PERIOD DECEMBER 22, 2024 THROUGH APRIL 30, 2025

	CATEGORY OF TIMEKEEPER (using categories maintained by the firm)	NUMBER OF TIMEKEEPERS EXPECTED TO WORK ON THE MATTER DURING THE BUDGET PERIOD	AVERAGE HOURLY RATE
	Member	5	\$1,103.00
	Counsel	-	-
	Sr. Associate (7 or more years since first admission)	1	\$650.00
	Associate (4-6 years since first admission)	-	-
	Jr. Associate (1-3 years since first admission)	-	-
	Paralegal	2	\$400.00
	Other (please define) – Litigation Support Services	-	-
<p>This staffing plan (the “<u>Staffing Plan</u>”) is being provided pursuant to the Office of the United States Trustee’s 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 Staffing Plan is Cole Schotz’s current best estimate of the professionals and paraprofessionals required to properly staff this matter for the immediate future and is subject to change as the case develops.</p>			

EXHIBIT E-1
SUMMARY OF COMPENSATION REQUESTED BY PROJECT CATEGORY
(See Guidelines § C.8. for project category information.)

PROJECT CATEGORY	HOURS BUDGETED	FEES BUDGETED	HOURS BILLED	FEES SOUGHT
Asset Analysis	65.00	\$55,250.00	0.00	\$0.00
Asset/Business Disposition	65.00	\$55,250.00	0.00	\$0.00
Assumption and Rejection of Leases and Contracts	20.00	\$17,000.00	5.00	\$3,087.00
Preference Actions/Response	0.00	\$0.00	0.00	\$0.00
Budgeting (Case)	20.00	\$17,000.00	0.00	\$0.00
Business Operations	40.00	\$34,000.00	0.00	\$0.00
Case Administration	210.00	\$178,500.00	69.70	\$48,968.00
Claims Administration and Objections	75.00	\$63,750.00	5.10	\$2,190.00
Corporate Governance and Board Matters	0.00	\$0.00	0.00	\$0.00
Data Analysis	20.00	\$17,000.00	34.70	\$14,692.50
Employee Benefits/Pensions	0.00	\$0.00	0.00	\$0.00
Fee Application Preparation	80.00	\$68,000.00	52.80	\$28,154.00
Fee Employment	60.00	\$51,000.00	70.20	\$55,596.00
Fee Objections	0.00	\$0.00	0.00	\$0.00
Financing	0.00	\$0.00	89.90	\$96,653.50
Litigation	860.00	\$731,000.00	1,353.10	\$946,588.00
Meetings of Creditors	40.00	\$34,000.00	6.90	\$6,536.00
Disclosure Statement	145.00	\$123,250.00	0.00	\$0.00
Plan of Reorganization	205.00	\$174,250.00	19.50	\$22,120.00
Real Estate	0.00	\$0.00	0.00	\$0.00
Relief from Stay	20.00	\$17,000.00	15.70	\$14,080.50
Reporting	95.00	\$80,750.00	28.40	\$23,179.00
Tax Issues	0.00	\$0.00	0.30	\$282.00
Valuation	0.00	\$0.00	0.00	\$0.00
Non-Working Travel	40.00	\$34,000.00	5.20	\$2,847.00
Total:	2,060.00	\$1,751,000.00	1,756.50	\$1,264,973.50

Client Name: CCA Construction, Inc.
Case Number: 24-22548 (CMG)
Applicant's Name: Cole Schotz P.C.
Date of Application: June 16, 2025
Interim or Final: Interim

EXHIBIT E-2

SUMMARY OF EXPENSE REIMBURSEMENT REQUESTED BY CATEGORY

(See Guidelines § C.8. for project category information.)

CATEGORY	AMOUNT
In-House Reproduction	\$108.20
Filing Fees	\$199.00
Court Fees	\$275.10
Court Reporting	\$2,511.20
Other (Parking)	\$16.00
Other (Interpreter)	\$2,793.00
Other (Copy of Official Documents)	\$34.00
Other (Data Host)	\$1,716.00
DISBURSEMENTS TOTAL	\$7,652.50

Client Name: CCA Construction, Inc.
Case Number: 24-22548 (CMG)
Applicant's Name: Cole Schotz P.C.
Date of Application: June 16, 2025
Interim or Final: Interim