

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

**FINANCIAL ADVISOR FEE APPLICATION COVER SHEET
FOR THE PERIOD DECEMBER 22, 2024 THROUGH APRIL 30, 2025**

In re CCA Construction, Inc.¹

Applicant: BDO Consulting Group, LLC

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/ Evan Blum
EVAN BLUM

6/16/25
Date

**SECTION I
FEE SUMMARY**

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

FEE TOTALS	\$534,555.00
DISBURSEMENTS TOTALS	\$554.75
TOTAL FEE APPLICATION	\$535,109.75

	<u>FEES</u>	<u>EXPENSES</u>
TOTAL PREVIOUS FEES REQUESTED:	\$534,555.00	\$554.75
TOTAL FEES ALLOWED TO DATE:	\$0.00	\$0.00
TOTAL RETAINER REMAINING:	\$0.00	N/A
TOTAL HOLDBACK (IF APPLICABLE):	\$106,911.00	N/A
TOTAL RECEIVED BY APPLICANT:	\$329,442.75	\$554.75

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). CCA's service address for the purposes of this chapter 11 case is 445 South Street, Suite 310, Morristown, NJ 07960.



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<p style="text-align: center;">SECTION II CASE HISTORY</p>
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- (1) Date cases filed: December 22, 2024
- (2) Chapter under which cases commenced: Chapter 11
- (3) Date of retention: February 7, 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: Unknown at this time.
 - (b) Secured creditors: Unknown at this time.
 - (c) Priority creditors: Unknown at this time.
 - (d) General unsecured creditors: Unknown at this time.
- (6) Final disposition of case and percentage of dividend paid to creditors (if applicable): unknown at this time. This is the first interim compensation application. Final dividend percentages are unknown at this time.

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

In re:

CCA Construction, Inc.¹

Debtor.

Chapter 11

Case No. 24-22548 (CMG)

**FIRST INTERIM APPLICATION OF BDO CONSULTING GROUP, LLC
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). CCA's service address for the purposes of this chapter 11 case is 445 South Street, Suite 310, Morristown, NJ 07960.

BDO Consulting Group, LLC (“BDO”), as financial advisor to the debtor (the “Debtor” or “CCA”)² 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 Rules of the United States Bankruptcy Court for the District of New Jersey, (ii) the *Guidelines for Reviewing Applications for Compensation and Reimbursement of Expenses Filed Under 11 U.S.C. § 330* (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 BDO 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, BDO respectfully represents as follows:

BACKGROUND

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

² Capitalized terms used but not defined herein shall have the meanings ascribed to them in the First Day Declarations (defined below).

performs construction and project management services on large scale projects primarily in the New York and New Jersey metropolitan area.

2. On December 22, 2024 (the “Petition Date”), CCA filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code. CCA is operating its business and managing its property as the debtor in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. No request for the appointment of a trustee or examiner has been made in this chapter 11 case and no statutory committees have been appointed or designated.

3. Additional information regarding CCA, the events leading up to the Petition Date, and the facts and circumstances supporting the relief requested in this motion is set forth in the *Declaration of Yan Wei, Chairman and Chief Executive Officer of the Debtor, in Support of Chapter 11 Petition* [Docket No. 11] (the “Wei Declaration”) and the *Declaration of Evan Blum in Support of First Day Pleadings and Debtor-in-Possession Financing* [Docket No. 12] (the “BDO Declaration” and, together with the Wei Declaration, the “First Day Declarations”).

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

4. BDO seeks allowance of compensation for professional services rendered to the Debtor during the Compensation Period in the amount of \$534,555.00. In addition, BDO seeks approval for reimbursement of expenses incurred in connection with the rendition of its services in the aggregate amount of \$554.75. During the Compensation Period, BDO professionals expended a total of 794.7 hours for which compensation is requested. The fees charged by BDO in this Chapter 11 Case are billed in accordance with its existing billing rates and procedures in effect during the Compensation Period. BDO discloses the following information on **Exhibit B** attached: (i) name; (ii) title or position; (iii) primary department, group, or section; (iv) total fees

billed included in this application; (v) total hours billed included in this application; and (vi) current hourly rate.

5. The following summary highlights the major areas in which BDO 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 C** and a summary chart setting forth the amount of expenses requested by BDO in this Application is attached as **Exhibit D**. Detailed descriptions of services rendered are contained in BDO monthly fee statements for the Compensation Period, which appear at Docket Nos. 198, 224, 251, and 336, and are incorporated herein by reference.

A. General (Case Administration)

6. This category includes time expended by BDO on a variety of activities relating to the administration of the Chapter 11 case, including developing case strategies and general case administration.

B. BDO Retention / Fee Applications

7. This category includes time expended by BDO with respect to preparing and filing its retention application and monthly fee statements.

C. Cash Collateral and DIP Financing Related

8. This category includes time expended by BDO with respect to the Debtor's cash collateral and debtor-in-possession financing motions, including preparing and updating cash flow budgets and related analyses, preparing weekly budget to actual reporting comparisons (including detailed back-up schedules), and discussing such analyses with various stakeholders.

D. Communication with Debtor or Debtor Professionals

9. This category includes time expended by BDO regarding corresponding with Debtor's professionals. Such correspondence and communications include preparing requests for information and discussing related case issues, particularly as it applies to BDO's ongoing analyses.

E. General Accounting and Financial Issues

10. This category includes time expended by BDO preparing and reviewing the Debtor's Statements of Financial Affairs, Schedules of Assets and Liabilities and Monthly Operating Reports, and meetings with Debtor and Debtor's Professionals to review and update these schedules and reports.

F. Reviewed Motions and Objections

11. This category includes time expended by BDO reviewing and analyzing various key motions and other docket filings to, among other things, ensure that its budgeting, cash flow and other projections remain updated.

G. Litigation

12. This category includes time expended by BDO with respect to reviewing and analyzing the Baha Mar related litigation.

H. Plan of Reorganization and Disclosure Statement

13. These categories include time expended by BDO regarding the development of a strategy for the Debtor's plan of reorganization and disclosure statement. BDO reviewed potential plan structures and strategies and analyzed the viability of such plan of reorganization.

I. Investigation of Company (Asset Analysis and Recovery)

14. This category includes time expended by BDO, at the direction of the independent and disinterested special committee of the Debtor's board of directors, reviewing, analyzing and preparing documents related to potential causes of action.

J. SOFA/SOAL

15. This category includes time expended by BDO reviewing the Debtor's records and preparing the Debtor's Statements of Financial Affairs and Schedules of Assets and Liabilities as well as updating these schedules.

K. UST Reporting/MOR

16. This category includes time expended by BDO in connection with preparing Monthly Operating Reports and other information for the U.S. Trustee.

L. Court Hearings

17. This category includes time expended by BDO with respect to attending court hearings.

M. Court Hearing Preparation

18. This category includes time expended by BDO with respect to preparing for court hearings, including preparing related summaries and analyses as requested by the Debtor's or its other professionals.

N. Discovery Requests

19. This category includes time expended by BDO preparing information in response to BML Properties, Ltd.'s discovery requests, as well as preparing for and participating in the deposition requested by BML Properties, Ltd.

RELIEF REQUESTED AND BASIS THEREFOR

20. The professional services performed by BDO on the Debtor's behalf during the Compensation Period required an aggregate expenditure of 794.7 recorded hours by BDO professionals. Of the aggregate time expended, 514.8 recorded hours were expended by managing directors, 265.6 recorded hours were expended by a manager, and 14.3 recorded hours were expended by associates.

21. During the Compensation Period, BDO's hourly billing rates for professionals ranged from \$250.00 to \$750.00 per hour. Allowance of compensation in the amount requested resulted in a blended hourly billing rate of \$672.65, which represents a blended rate for all of BDO's professionals.

22. BDO has incurred \$554.75 in direct out-of-pocket expenses in providing professional services to the Debtor during the Compensation Period. These charges are intended to cover BDO's direct operating costs, which costs are not incorporated into BDO's billing rates.

23. 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).

24. 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 [professional] 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)).

25. Once the court determines that a service was necessary, it also assesses the reasonable value of the service. 11 U.S.C. § 330(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. U.S.C. § 330(a)(3).

26. 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).

27. In addition, Section 331 of the Bankruptcy Code provides that a professionals 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.

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

29. Further, BDO 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 BDO on behalf of the Debtor have 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. BDO respectfully represents that the services rendered by it were performed efficiently, effectively, and economically.
- (b) The Novelty and Difficulty of Questions. BDO expended significant time assisting the Client in operational matters, including assisting with accounting, employee, and vendor issues and complying with applicable Chapter 11 requirements and preparation of any necessary court filings.
- (c) The Skill Required to Perform the Financial Services Properly. BDO believes that its recognized expertise in the area of insolvency proceedings and reorganization and knowledge 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. BDO's representation of the Debtor did not preclude its acceptance of new clients.
- (e) The Customary Fee. The fee sought herein is based on BDO's normal hourly rates for services of this kind. BDO respectfully submits that the hourly rates of its professionals are not unusual given the time expended in attending to the representation of the Debtor. BDO's hourly rates and the fees requested herein are commensurate with fees BDO has been awarded in other Chapter 11 cases, as well as with fees charged by other financial advisors 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. BDO 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 Professionals. BDO is a leading full-service accounting, tax, and business advisory firm with offices, partners, and professional staff located throughout the United States. BDO is a United States firm of a global network of separate, independent member firms that operate in countries and offices throughout the world. BDO has considerable experience providing accounting, tax, auditing, and financial advisory services to businesses in chapter 11 and has been employed in numerous cases under the Bankruptcy Code.
- (j) The Undesirability of the Case. Not applicable.
- (k) Nature and Length of Professional Relationship. Not applicable.

- (1) Awards in Similar Cases. As previously indicated, the fees sought herein are commensurate with fees BDO has been awarded in other Chapter 11 cases.

30. In addition, consistent with section 331 of the Bankruptcy Code, this is BDO'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, BDO respectfully requests a first interim fee allowance as financial advisor for the Debtor during the Compensation Period in the amount of \$534,555.00 for fees for services rendered, together with reimbursement of expenses in the amount of \$554.75, for a total first interim fee award of \$535,109.75.

Respectfully submitted,
Dated: June 16, 2025

/s/ Evan Blum
Evan Blum
BDO Consulting Group, LLC
Managing Director, Turnaround & Restructuring
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Financial Advisor to the Debtor

EXHIBIT A

RETENTION ORDER



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

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

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Proposed Co-Counsel to the Debtor and Debtor in Possession

In re:

CCA Construction, Inc.,¹

Debtor.

Case No. 24-22548 (CMG)

Chapter 11

Judge: Christine M. Gravelle

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



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Debtor: CCA Construction, Inc.

Case No.: 24-22548 (CMG)

Caption of Order: Order Authorizing Debtor to Retain BDO Consulting Group, LLC,
as Financial Advisor to the Debtor Effective as of the Petition Date

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

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

DATED: February 7, 2025



Honorable Christine M. Gravelle
United States Bankruptcy Judge

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Debtor: CCA Construction, Inc.

Case No.: 24-22548 (CMG)

Caption of Order: Order Authorizing Debtor to Retain BDO Consulting Group, LLC,
as Financial Advisor to the Debtor Effective as of the Petition Date

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

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

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

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

HEREBY ORDERED THAT:

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

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Debtor: CCA Construction, Inc.

Case No.: 24-22548 (CMG)

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as Financial Advisor to the Debtor Effective as of the Petition Date

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

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

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Debtor: CCA Construction, Inc.

Case No.: 24-22548 (CMG)

Caption of Order: Order Authorizing Debtor to Retain BDO Consulting Group, LLC,
as Financial Advisor to the Debtor Effective as of the Petition Date

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

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

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

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

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

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

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

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Debtor: CCA Construction, Inc.

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

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

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

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

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

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

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

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

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

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Debtor: CCA Construction, Inc.

Case No.: 24-22548 (CMG)

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

EXHIBIT B

SUMMARY OF TIMEKEEPERS INCLUDED IN THIS FEE APPLICATION

The Professionals who rendered services in this chapter 11 case from December 22, 2024 through April 30, 2025 (the “Fee Period”) are:

<u>Professional</u>	<u>Position</u>	<u>Hours</u>	<u>Hourly Rate</u>	<u>Amount</u>
Evan Blum	Managing Director	190.3	\$750.00	\$142,725.00
Evan Blum (Travel Time)	Managing Director	3.2	375.00	1,200.00
James Schwarz	Managing Director	321.3	750.00	240,975.00
Anthony Del Piano	Manager	265.6	550.00	146,080.00
Katherine Holman	Associate	6.7	250.00	1,675.00
Jared Schierbaum	Associate	7.6	250.00	1,900.00
	TOTAL:	794.7		\$534,555.00
Blended Rate:			\$672.65	

Client Name:
Case Number:
Applicant's Name:
Date of Application:
Interim or Final:

CCA Construction, Inc.
24-22548 (CMG)
BDO Consulting Group, LLC
June 16, 2025
Interim

EXHIBIT C

SUMMARY OF COMPENSATION REQUESTED BY PROJECT CATEGORY

<u>Code</u>	<u>Project Category</u>	<u>Hours</u>	<u>Amount</u>
1	General (Case Administration)	18.9	\$13,135.00
4	BDO Retention / Fee Applications	24.1	13,695.00
6	Cash Collateral and DIP Financing Related	159.4	102,040.00
7	Communication with Debtor or Debtor Professionals	132.4	95,160.00
9	General Accounting and Financial Issues	4.3	3,145.00
11	Reviewed Motions and Objections	21.9	15,825.00
13	Litigation	19.5	14,465.00
14	Plan & Disclosure Statement	0.9	675.00
17	Investigation of Company (Asset Analysis and Recovery)	92.4	60,800.00
21	Non-working Travel	3.2	1,200.00
22	SOFA/SOAL	65.6	40,880.00
23	UST Reporting/MOR	113.3	74,655.00
24	Court Hearings	18.0	13,500.00
25	Court Hearing Prep	16.8	12,600.00
26	Discovery Requests	104.0	72,780.00
	TOTAL:	794.7	\$534,555.00

Client Name: CCA Construction, Inc.
Case Number: 24-22548 (CMG)
Applicant's Name: BDO Consulting Group, LLC
Date of Application: June 16, 2025

EXHIBIT D

SUMMARY OF EXPENSE REIMBURSEMENT REQUESTED BY CATEGORY

Disbursements	Amount
Computer Assisted Legal Research	\$0.00
Facsimile	\$0.00
Long Distance Telephone/Conference Calls	\$0.00
In-House Reproduction	\$0.00
Outside Reproduction	\$0.00
Outside Research	\$0.00
Filing Fees	\$0.00
Court Fees	\$0.00
Court Reporting	\$0.00
Travel	\$554.75
Delivery Services / Federal Express	\$0.00
Postage	\$0.00
Other (Parking)	\$0.00
TOTAL:	\$554.75

Client Name: CCA Construction, Inc.
Case Number: 24-22548 (CMG)
Applicant's Name: BDO Consulting Group, LLC
Date of Application: June 16, 2025