

**Fill in this information to identify the case:**Debtor CCA Construction, Inc.United States Bankruptcy Court for the: \_\_\_\_\_ District of New Jersey  
(State)Case number 24-22548**Modified Official Form 410  
Proof of Claim****12/24**

**Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.**

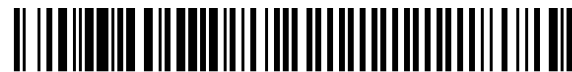
**Filers must leave out or redact** information that is entitled to privacy on this form or on any attached documents. Attach redacted copies or any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

**Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.**

**Part 1: Identify the Claim**

1. Who is the current creditor?	Non-Debtor Affiliates of CCA Construction, Inc. as detailed on Appendix 1 to Addendum	
	Name of the current creditor (the person or entity to be paid for this claim) _____	
	Other names the creditor used with the debtor _____	
2. Has this claim been acquired from someone else?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
3. Where should notices and payments to the creditor be sent?	<b>Where should notices to the creditor be sent?</b> See summary page	<b>Where should payments to the creditor be sent? (if different)</b>
Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)		
	Contact phone _____ Contact email <u>clambe@ycst.com</u>	Contact phone _____ Contact email _____
	Uniform claim identifier (if you use one): _____	
4. Does this claim amend one already filed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY	
5. Do you know if anyone else has filed a proof of claim for this claim?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____	



**Part 2: Give Information About the Claim as of the Date the Case Was Filed**

6. Do you have any number you use to identify the debtor? ☒ No  
☐ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: \_\_\_\_

7. How much is the claim? \$ 0.00 Does this amount include interest or other charges?  
☒ No  
☐ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.  
Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).  
Limit disclosing information that is entitled to privacy, such as health care information.  
Litigation between Debtor and BML Properties, Ltd.

9. Is all or part of the claim secured? ☒ No  
☐ Yes. The claim is secured by a lien on property.  
**Nature or property:**  
☐ Real estate: If the claim is secured by the debtor's principle residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.  
☐ Motor vehicle  
☐ Other. Describe: \_\_\_\_\_  
**Basis for perfection:** \_\_\_\_\_  
Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)  
**Value of property:** \$ \_\_\_\_\_  
**Amount of the claim that is secured:** \$ \_\_\_\_\_  
**Amount of the claim that is unsecured:** \$ \_\_\_\_\_ (The sum of the secured and unsecured amount should match the amount in line 7.)  
**Amount necessary to cure any default as of the date of the petition:** \$ \_\_\_\_\_  
**Annual Interest Rate** (when case was filed) \_\_\_\_\_ %  
☐ Fixed  
☐ Variable

10. Is this claim based on a lease? ☒ No  
☐ Yes. Amount necessary to cure any default as of the date of the petition. \$ \_\_\_\_\_

11. Is this claim subject to a right of setoff? ☒ No  
☐ Yes. Identify the property: \_\_\_\_\_



12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

☒ No

☐ Yes. Check all that apply:

☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

Amount entitled to priority

\$ \_\_\_\_\_

☐ Up to \$3,350\* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).

\$ \_\_\_\_\_

☐ Wages, salaries, or commissions (up to \$15,150\*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).

\$ \_\_\_\_\_

☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).

\$ \_\_\_\_\_

☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).

\$ \_\_\_\_\_

☐ Other. Specify subsection of 11 U.S.C. § 507(a)( ) that applies.

\$ \_\_\_\_\_

\* Amounts are subject to adjustment on 4/01/25 and every 3 years after that for cases begun on or after the date of adjustment.

13. Is all or part of the claim entitled to administrative priority pursuant to 11 U.S.C. § 503(b)(9)?

☒ No

☐ Yes. Indicate the amount of your claim arising from the value of any goods received by the debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim.

\$ \_\_\_\_\_

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(3) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

☐ I am the creditor.

☒ I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgement that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have reasonable belief that the information is true and correct.

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

Executed on date 07/30/2025  
MM / DD / YYYY

/s/Christopher M. Lambe, Esq.  
Signature

Print the name of the person who is completing and signing this claim:

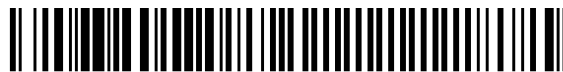
Name Christopher M. Lambe, Esq.  
First name Middle name Last name

Title A

Company Young Conaway Stargatt Taylor, LLP  
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address \_\_\_\_\_

Contact phone \_\_\_\_\_ Email \_\_\_\_\_



# Verita (KCC) ePOC Electronic Claim Filing Summary

For phone assistance: Domestic (866) 506-4002 | International +1 (781) 575-2094

<b>Debtor:</b> 24-22548 - CCA Construction, Inc. <b>District:</b> District of New Jersey, Trenton Division		
<b>Creditor:</b> Non-Debtor Affiliates of CCA Construction, Inc. as detailed on Appendix 1 to Addendum Christopher M. Lambe, Esq. 1000 North King Street  Wilmington, DE, 19801  <b>Phone:</b> <b>Phone 2:</b> <b>Fax:</b> <b>Email:</b> clambe@ycst.com	<b>Has Supporting Documentation:</b> Yes, supporting documentation successfully uploaded <b>Related Document Statement:</b>	
	<b>Has Related Claim:</b> No <b>Related Claim Filed By:</b>	
	<b>Filing Party:</b> Authorized agent	
<b>Other Names Used with Debtor:</b>	<b>Amends Claim:</b> No <b>Acquired Claim:</b> No	
<b>Basis of Claim:</b> Litigation between Debtor and BML Properties, Ltd.	<b>Last 4 Digits:</b> No	<b>Uniform Claim Identifier:</b>
<b>Total Amount of Claim:</b> 0.00	<b>Includes Interest or Charges:</b> No	
<b>Has Priority Claim:</b> No	<b>Priority Under:</b>	
<b>Has Secured Claim:</b> No <b>Amount of 503(b)(9):</b> No <b>Based on Lease:</b> No <b>Subject to Right of Setoff:</b> No	<b>Nature of Secured Amount:</b> <b>Value of Property:</b> <b>Annual Interest Rate:</b> <b>Arrearage Amount:</b> <b>Basis for Perfection:</b> <b>Amount Unsecured:</b>	
<b>Submitted By:</b> Christopher M. Lambe, Esq. on 30-Jul-2025 2:25:07 p.m. Pacific Time <b>Title:</b> A <b>Company:</b> Young Conaway Stargatt Taylor, LLP		

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

In re:

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

Debtor.

Chapter 11

Case No. 24-22548 (CMG)

**ADDENDUM TO PROOF OF CLAIM FILED BY NON-DEBTOR AFFILIATES**

1. The non-Debtor affiliates (the “Non-Debtor Affiliates”)<sup>2</sup> of CCA Construction, Inc. (the “Debtor”), hereby submit this addendum (this “Addendum”) to the Non-Debtor Affiliates’ proof of claim (the “Proof of Claim”) filed against the Debtor in its chapter 11 case pending in the United States Bankruptcy Court for the District of New Jersey (the “Court”). This Addendum is attached to, incorporated by reference in, and constitutes an integral part of, the Non-Debtor Affiliates’ Proof of Claim. In support of their Proof of Claim, the Non-Debtor Affiliates state as follows:

**Basis for Claim**

2. Prior to the commencement of its chapter 11 case, the Debtor was named as a co-defendant in the matter styled *BML Props. Ltd. v China Construction America, Inc., et al.*, No. 657550/2017 (Sup. Ct., NY County), in the New York Supreme Court, Commercial Division (the “Baha Mar Litigation”). The judgment entered in the Baha Mar Litigation is currently on appeal and captioned as *BML Props. Ltd. v China Construction America, Inc., et al.*, No. 2024-06623, 2024-6624 (N.Y. App. Div. 2024), in the Supreme Court of the State of New York, Appellate

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

<sup>2</sup> A list of the Non-Debtor Affiliates is attached here as **Appendix 1**.

Division – First Department (the “Appeal”). The Court granted the Debtor relief from the automatic stay to seek and prosecute a further appeal [Docket No. 293].

3. BML Properties, Ltd., the plaintiff in the Baha Mar Litigation, used the Debtor’s chapter 11 case to issue overly broad discovery subpoenas to the Non-Debtor Affiliates pursuant to Rule 2004 of the Federal Rules of Bankruptcy Procedure (the “Rule 2004 Subpoenas”).

4. The Non-Debtor Affiliates joined in *CSCEC Holding Company Inc.’s Motion to Quash Subpoena Issued by BML Properties, Ltd.* [Docket Nos. 103, 107]. After meeting and conferring with counsel for BML Properties, Ltd., BML Properties, Ltd. withdrew the Rule 2004 Subpoenas without prejudice to its right to re-issue the Rule 2004 Subpoenas.

#### **Reservations of Rights**

5. The Non-Debtor Affiliates file the Proof of Claim and Addendum, out of an abundance of caution, to explicitly reserve their right to assert any claim or cause of action that may arise by or against the Debtor from the Appeal and/or Baha Mar Litigation, or that may otherwise affect the rights and obligations between the Non-Debtor Affiliates and the Debtor.

6. To the extent the Baha Mar Litigation and/or Appeal give rise to any liability, contribution, indemnity, reimbursement, or other obligations by the Debtor in favor of the Non-Debtor Affiliates, the Non-Debtor Affiliates expressly reserve all such rights, and assert the Proof of Claim on a contingent, unliquidated, and unknown basis

7. The Non-Debtor Affiliates reserve their right to amend, modify, or supplement the Proof of Claim in any manner and for any purpose and to assert and file any and all additional claims of whatever kind or nature that the Non-Debtor Affiliates have or may hereafter have against the Debtor or any of its affiliates or third parties.

8. The Proof of Claim is filed to protect the Non-Debtor Affiliates from potential forfeiture of the Non-Debtor Affiliates' claims. The assertion of the claims herein by the Non-Debtor Affiliates is not a concession or admission as to the correct characterization or treatment of any such claims, nor a waiver of any rights of the Non-Debtor Affiliates. The Non-Debtor Affiliates reserve all rights and remedies at law or in equity that the Non-Debtor Affiliates have or may have in the future against the Debtor and/or any other person or entity. The Proof of Claim is not intended to be, and shall not be construed as, (a) a waiver or release of any rights of the Non-Debtor Affiliates against the Debtor or any other person, or entity; (b) a consent by the Non-Debtor Affiliates to the jurisdiction of the Court with respect to the subject matter of the claims; (c) a waiver of any right to arbitration or other alternative dispute resolution mechanism that is otherwise applicable or available; (d) a waiver of the right to a jury trial on any issue; (e) an election of remedies; (f) a waiver or release of the Non-Debtor Affiliates' rights against any other entity or person liable for all or part of the claims; (g) a waiver or release of any affirmative defense, objection, counterclaim, or third party claim or other rights or defenses available against the Debtor or any other person or entity; or (h) a waiver or release of any right afforded under 11 U.S.C. § 502(e).

9. The Non-Debtor Affiliates expressly reserve the right to amend and supplement the Proof of Claim to the fullest extent permitted by law in order to specify and quantify damages, costs, expenses, and other charges or claims incurred by the Non-Debtor Affiliates and to file additional proofs of claim for additional claims. The Non-Debtor Affiliates further reserve the right to provide additional detail regarding the claims set forth herein, to fix the amount of any contingent and/or unliquidated part of the claims herein, to assert additional grounds for any of the claims set forth herein, to reflect any and all additional claims of whatever kind or nature that the

Non-Debtor Affiliates have or may have against the Debtor, its affiliates or third parties, including, without limitation, any claims arising after the date hereof, to file additional proofs of claim for any additional claims which may be based on the same or additional documents or grounds of liability.

10. Neither the Proof of Claim nor any of its contents shall be deemed or construed as an acknowledgement or admission of any wrongdoing, breach of duty, liability, damages, or obligations on the part of the Non-Debtor Affiliates. The Non-Debtor Affiliates specifically reserve all defenses and rights, procedural and substantive, including, without limitation, their rights with respect to any claim that may be asserted against the Non-Debtor Affiliates by the Debtor and/or any other person, or entity.

11. This submission is without prejudice to all rights of the Non-Debtor Affiliates, which are hereby reserved.



**Appendix 1**  
**(Non-Debtor Affiliates in Receipt of BMLP Subpoena)**

1. 2 Shore Drive North, LLC
2. 75 Park Lane, LLC
3. 537 Greenwich JV Mezz LLC
4. 537 Greenwich New JV LLC
5. 537 Greenwich Owner LLC
6. CCA Civil – Daidone Electric
7. CCA Civil – Halmar International, LLC
8. CCA Civil – Plaza Construction JV, LLC
9. CCA Civil, Inc.
10. CCA Institute, Inc.
11. CCA International Group, Inc.
12. CCA Newport, Inc.
13. CCA Southeast, Inc.
14. CCA UniBuy, LLC
15. China Construction America of South Carolina, Inc.
16. Morristown Southgate, LLC
17. Park Shore Investors LLC
18. Plaza CM Services, LLC
19. Plaza Construction California LLC
20. Plaza Construction Group Florida, LLC
21. Plaza Construction Holding Company LLC
22. Plaza Construction LLC
23. Plaza Contracting Company LLC

24. Plaza CW LLC
25. Plaza FL Contracting, LLC
26. Plaza Group Holdings, LLC
27. Shore Drive North Development, LLC
28. SRE Development, LLC
29. Strategic Capital, LLC
30. Strategic EB-5 LLC
31. Strategic Greenwich Equity, LLC
32. Strategic Greenwich, LLC
33. Strategic Park Shore, LLC

\* Note: BMLP purported to serve Bankruptcy Rule 2004 subpoenas on four (4) non-debtor entities that no longer exist. CCA Acquisition LLC, CCA Development LLC, and Strategic Infrastructure, LLC have been dissolved. Newworld Development, Inc. was merged into CCA International Group, Inc.