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Co-Counsel to the Debtor and Debtor in Possession

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

In re:

CCA Construction, Inc.,¹

Debtor.

Chapter 11

Case No. 24-22548 (CMG)

**NOTICE OF DEBTOR'S SECOND MOTION FOR AN
ORDER EXTENDING THE EXCLUSIVE PERIODS FOR FILING
A CHAPTER 11 PLAN AND SOLICITING ACCEPTANCE THEREOF**

PLEASE TAKE NOTICE that on **September 15, 2025 at 10:00 a.m. (prevailing Eastern Time)**, or as soon thereafter as counsel may be heard, the above-captioned debtor and debtor in possession (“CCA” or the “Debtor”) shall move the *Debtor's Second Motion for an*

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.



Order Extending the Exclusive Periods for Filing a Chapter 11 Plan and Soliciting Acceptance Thereof (the “**Motion**”) before the Honorable Christine M. Gravelle, Chief United States Bankruptcy Judge, in Courtroom 3 of the United States Bankruptcy Court for the District of New Jersey, 402 East State Street, Trenton, NJ 08608, for entry of an order, substantially in the form submitted herewith, extending the exclusive periods for filing a Chapter 11 plan and soliciting acceptances thereto.

PLEASE TAKE FURTHER NOTICE that in support of the relief requested in the Motion, CCA shall rely on the accompanying Motion, which sets forth the relevant legal and factual bases upon which the relief requested should be granted. A proposed Order granting the relief requested in the Motion is also submitted herewith.

PLEASE TAKE FURTHER NOTICE that objections, if any, to the relief requested in the Motion shall: (a) be in writing; (b) state with particularity the basis of the objection; and (c) be filed with the Clerk of the United States Bankruptcy Court electronically by attorneys who regularly practice before the Bankruptcy Court in accordance with the *General Order Regarding Electronic Means for Filing, Signing, and Verification of Documents dated March 27, 2002* (the “**General Order**”) and the *Commentary Supplementing Administrative Procedures* dated as of March 2004 (the “**Supplemental Commentary**”) (the General Order, the Supplemental Commentary and the User’s Manual for the Electronic Case Filing System can be found at www.njb.uscourts.gov, the official website for the Bankruptcy Court) and, by all other parties-in-interest, on CD-ROM in Portable Document Format (PDF), and shall be served in accordance with the General Order and the Supplemental Commentary, so as to be received no later than seven (7) days before the hearing date set forth above.

PLEASE TAKE FURTHER NOTICE that copies of all documents filed in this chapter 11 case may be obtained free of charge by visiting the website of Kurtzman Carson Consultants, LLC dba Verita Global at <https://veritaglobal.net/cca>. You may also obtain copies of any pleadings by visiting the Court's website at <https://www.njb.uscourts.gov> in accordance with the procedures and fees set forth therein.

PLEASE TAKE FURTHER NOTICE that unless objections are timely filed and served, the Motion shall be decided on the papers in accordance with D.N.J. LBR 9013-3(d) and the relief requested may be granted without further notice or hearing.

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DATED: August 19, 2025

Respectfully submitted,

By: /s/Michael D. Sirota
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**UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF NEW JERSEY**

In re:

CCA Construction, Inc.,¹

Debtor.

Chapter 11

Case No. 24-22548 (CMG)

**DEBTOR'S SECOND MOTION FOR AN ORDER
EXTENDING THE EXCLUSIVE PERIODS FOR FILING
A CHAPTER 11 PLAN AND SOLICITING ACCEPTANCE THEREOF**

TO THE HONORABLE CHIEF JUDGE CHRISTINE M. GRAVELLE, UNITED STATES
BANKRUPTCY JUDGE FOR THE DISTRICT OF NEW JERSEY:

The above-captioned debtor and debtor in possession ("CCA" or the "**Debtor**")
respectfully states as follows in support of this motion:

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

Relief Requested

1. CCA seeks entry of an order, substantially in the form attached hereto as **Exhibit A** (the “**Order**”), extending CCA’s exclusive right to file a chapter 11 plan for a period of 120 days through and including December 17, 2025 (the **Exclusive Filing Period**), and to solicit votes thereon through and including February 17, 2026 (the “**Exclusive Solicitation Period**,” and together with the Exclusive Filing Period, the “**Exclusive Periods**”), without prejudice to CCA’s right to seek further extensions of the Exclusive Periods.²

Jurisdiction and Venue

2. The United States Bankruptcy Court for the District of New Jersey (the “**Court**”) has 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*, entered July 23, 1984, and amended on June 6, 2025 (Bumb, C.J.). CCA consents to the entry of a final order by the Court in connection with this motion to the extent that it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution.

3. Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

4. The bases for the relief requested herein are section 1121 of title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (the “**Bankruptcy Code**”), rule 9006 of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”), and the Chapter 11 Complex Case Procedures.

² Pursuant to section 1121(b) of the Bankruptcy Code, the Exclusive Filing Period and the Exclusive Solicitation Period were originally set to expire on August 19, 2025 and October 20, 2025, respectively. Pursuant to Gen. Order Governing Chapter 11 Complex Case Procedures § XIII, U.S. Bankr. Ct., D.N.J. (Aug. 1, 2024) (the “**Chapter 11 Complex Case Procedures**”), the filing of this motion prior to the expiration of the current Exclusive Filing Period acts to automatically extend the Exclusive Periods until the Court acts on the Motion without the necessity for entry of a bridge order.

Background

I. Procedural Background

5. 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 a debtor in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. No statutory committees have been appointed or designated.

6. On March 5, 2025, the Court entered an order directing the United States Trustee to appoint an examiner pursuant to section 1104(c) of the Bankruptcy Code. *See Order Granting the Appointment of an Examiner* [Docket No. 211]. On May 7, 2025, the Court approved the appointment of Todd Harrison as the Examiner [Docket No. 296] (the “**Examiner Order**”). On June 2, 2025, the Court entered the *Order Approving Examiner’s Scope and Budget for Investigation* [Docket No. 351] (the “**Scope and Budget Order**”).

7. On May 23, 2025, the Court entered an order [Docket No. 337] (the “**First Exclusivity Order**”), which extended the Debtor’s Exclusive Filing Period through and including August 19, 2025, and Exclusive Solicitation Period through and including October 20, 2025, without prejudice to the Debtor’s right to seek further extensions of the Exclusivity Periods in accordance with section 1121(d) of the Bankruptcy Code.

8. 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 & Chief Executive Officer of the Debtor, in Support of Chapter 11 Petition* and the *Declaration of Evan Blum in Support of First Day Pleadings and Debtor-in-Possession Financing* which are incorporated herein by reference.

II. Key Developments Since the First Exclusivity Order and Ongoing Challenges Facing CCA

9. CCA has continued to make meaningful progress in its restructuring efforts since the entry of the First Exclusivity Order. Since that time, CCA has worked actively to address several key workstreams necessary to move this case forward. As described in more detail herein, CCA has, through its Special Committee of Independent Directors (the “**Special Committee**”), completed an exhaustive investigation into potential estate causes of action, which will be a critical building block for future efforts. Both CCA and the Special Committee have also engaged and worked constructively with the Examiner following his appointment so that the Examiner can satisfy his Court-ordered mandate consistent with the Scope and Budget Order. At the same time, CCA has filed a motion and obtained approval to establish a bar date for the filing of proofs of claim, remained current in all reporting requirements, and continued responding to inquiries from customers, surety bond providers and other stakeholders.

10. In parallel, CCA has worked with its advisors to make good progress on a valuation of its operating subsidiaries and the development of a chapter 11 plan of reorganization. To that end, CCA has engaged in good faith discussions with the DIP lender, CSCEC Holding Company, Inc. (the “**DIP Lender**”), and BML Properties, Ltd. (“**BMLP**”) regarding the chapter 11 plan process and the best course of action to realize value for CCA’s assets for the benefit of all stakeholders. Despite the very substantial efforts of CCA, the Special Committee, and their advisors in recent months, significant work remains to be done prior to emergence from chapter 11, including completing the pending valuation, reviewing and considering the forthcoming Examiner’s report, negotiating a chapter 11 plan that will maximize distributable value, and resolving the important contingency of whether BMLP’s claim will be allowed and in what amount. This work, which is being done transparently and expeditiously for the benefit of all

stakeholders, requires a further extension of CCA's exclusive period to file and solicit votes on a chapter 11 plan of reorganization.

A. The Special Committee Investigation and Report

11. As previously disclosed, the scope of the Special Committee's delegated authority includes, among other things, investigating any potential causes of action that CCA may hold in circumstances where other directors may have, or are deemed to have, a conflict of interest as determined by the Special Committee in its sole discretion. *Debtor's Supplemental Brief in Connection with the Scope and Budget of the Authorized Investigation of the Examiner* at ¶ 21 [Docket No. 307].

12. Since the entry of the First Exclusivity Order, the Special Committee has completed a comprehensive investigation (the "**Special Committee Investigation**") that included, *inter alia*: (a) reviewing over 50,000 documents; (b) conducting twelve interviews of current and former directors, officers, employees, and professionals; (c) analyzing CCA's historical financial statements, intercompany transfers and related-party transactions; and (d) assessing the merits and viability of potential claims and causes of action that belong to CCA's estate.

13. The Special Committee Investigation is a crucial building block in CCA's ongoing effort to formulate a plan of reorganization that will maximize distributable value. Specifically, the investigation was necessary to probe the existence and validity of certain claims that could be asserted by CCA against third parties, as well as the time, risk, expense and other obstacles that might be involved in monetizing those claims, all as part of assessing the value of CCA's non-operating assets for purposes of a chapter 11 plan. The Special Committee Investigation report was filed with this Court on July 31, 2025 [Docket No. 421].³ The Examiner's report, which is

³ Contrary to BMLP's recent assertion [Docket No. 442], CCA has expressly not refused to pursue the causes of action identified in the Special Committee's report. Rather, as noted herein, CCA is still actively evaluating the

due to be filed by September 15, 2025, may identify certain additional items for investigation or consideration consistent with the Scope and Budget Order, and the Special Committee will evaluate that report to determine whether additional steps should be taken.

B. Engagement with the Examiner

14. CCA and the Special Committee have also engaged constructively and in good faith to support the Examiner's pending independent examination of the Special Committee Investigation. Recognizing the need for additional resources due to an extended review timeline, the Special Committee and Examiner negotiated and submitted a stipulation to increase the budget for the Examiner's authorized examination from \$100,000 to \$500,000 [Docket No. 395]. This stipulation, which preserves the Court's oversight and the Examiner's independence, was approved by the Court on August 7, 2025 [Docket No. 431].

15. The Examiner's final report will provide an assessment of the Special Committee Investigation, including the scope and process undertaken by the Special Committee and whether the Examiner has any recommendations of additional topics or claims to consider. Scope and Budget Order at ¶ 1. The Examiner's report will thus provide further transparency into the facts and circumstances surrounding CCA's affairs and potential estate claims and causes of action. CCA anticipates that the Examiner's report will accordingly provide additional considerations for the parties to consider as they continue plan negotiations.

C. Valuation of Operating Businesses

16. In addition to the Special Committee Investigation, CCA and the Special Committee have also been focused on other aspects of the chapter 11 plan process. Among other

appropriate course of action with respect to the conclusions of the Special Committee Investigation. CCA will respond in full to BMLP's motion in due course.

things, CCA has been working with its financial advisor, BDO Consulting Group, LLC, under the supervision of the Special Committee, to provide the necessary information for BDO to conduct a preliminary valuation of CCA's operating subsidiaries. This valuation will form a second key building block for the formulation of a chapter 11 plan. Preliminary results of the valuation are anticipated within the coming weeks.

D. Chapter 11 Plan Process

17. Now that the Special Committee Investigation has resulted in a report analyzing potential claims and causes of action held by the estate, and with the preliminary valuation analysis expected within a month, CCA is positioned to make further meaningful progress toward formulating a confirmable chapter 11 plan. In preparation for these efforts, CCA (with oversight of the Special Committee) has already developed a plan term sheet that provides a toggle framework for resolution of these cases whether or not CCA is successful in its pending appeal of BMLP's judgment claim, thus allowing the parties to move forward in plan negotiations without needing to wait for the outcome of the appeal. The plan term sheet, which contemplates monetizing the value of both CCA's potential litigation claims and CCA's operating subsidiaries by selling those assets to a plan sponsor, subject to a market test, has been shared with the DIP Lender and BMLP for review and comment.

18. The Special Committee has already met with CCA's creditor constituencies and will continue doing so now that the Special Committee Investigation report has been filed. Specifically, the Special Committee conducted one in-person meeting with BMLP on June 17, 2025, to discuss the plan terms (in advance of sharing the term sheet), shared the term sheet on July 28, 2025, and has another meeting scheduled for August 20, 2025. With respect to the DIP Lender, the Special Committee had an initial meeting to discuss the plan terms on July 11, 2025, after the DIP Lender had retained Mackenzie Shea, a restructuring professional from Berkeley

Research Group, LLC (BRG), as its independent advisor, to advise in plan negotiations. Following that meeting, the Special Committee shared a plan term sheet, had subsequent meetings on July 25, 2025, August 13, 2025, and August 19, 2025.

E. Status of the New York State Appeal

19. As the Court is aware, a significant contingency in this case is the final outcome of the Baha Mar Litigation. On May 5, 2025, the Court granted CCA's motion to join its co-defendants to file a motion for leave to appeal with the New York State Court of Appeals [Docket No. 293]. A decision on that motion is expected in the coming months. As CCA made clear at the August 7, 2025 hearing and is evident from the progress described herein, CCA intends to move the plan process forward while it waits on a decision from the Court of Appeals, including planning for either a negative or a positive outcome in the appeal. Tr. of Aug. 7, 2025 Hr'g. at 14:23 – 25.

F. Resolving Rule 2004 Discovery Requests

20. Another key workstream since the First Exclusivity Order has been addressing the numerous subpoenas BMLP filed pursuant to Bankruptcy Rule 2004 on, among other parties, CCA's affiliates, banking institutions and surety bond providers [Docket Nos. 100 and 111]. CCA has continued to engage constructively with BMLP and these other constituents to resolve these requests in order to reduce costs to the estate, avoid burdening critical third-party business partners and ensure an efficient and cooperative exchange of information. To that end, since the First Exclusivity Order, CCA expended considerable time providing documents to resolve BMLP's requests. These efforts reflect CCA's commitment to transparency, good faith, and minimizing disruption to critical business relationships, all for the benefit of the estate and its stakeholders.

G. Administrative Progress

21. In addition to the substantial efforts described above, since the First Exclusivity Order, CCA has attended to numerous administrative issues in this chapter 11 case, including: (a) filing a motion for, obtaining approval of, and implementing a streamlined bar date process to determine the scope of prepetition claims against the Debtor; (b) responding to creditor inquiries and demands; (c) maintaining stable operations by working closely with vendors, insurers and customers to minimize the impact of the chapter 11 case on the day-to-day operations of both CCA and its operating subsidiaries; (d) preparing monthly operating reports; and (e) engaging with surety bond providers in efforts to secure access to necessary bonding capacity for CCA's subsidiaries.

22. In the weeks and months ahead, CCA intends to continue making significant progress advancing this chapter 11 case. As previewed during the August 7 hearing, CCA has developed a flexible, parallel-path chapter 11 structure designed to address alternative outcomes of the appeal of the Baha Mar Litigation, thereby permitting this chapter 11 case to move forward toward a conclusion at the same time that the New York State court appeal is pending. Tr. of Aug. 7, 2025 Hr'g. at 11:6 – 14. As noted above, while CCA expects to learn this fall whether the New York State Court of Appeals will hear CCA's appeal, CCA and the Special Committee plan to move the case forward regardless of the appellate outcome. This includes continuing good-faith engagement with the DIP Lender, BMLP, surety providers and other parties in interest to collaboratively determine an appropriate and constructive path forward that maximizes distributable value to the estate for CCA's operating and non-operating assets (including litigation claims), all informed by the results of the Special Committee Investigation, the upcoming valuation of operating subsidiaries, and any additional considerations raised in the forthcoming Examiner's

report. All of these important tasks will take time and will proceed during the requested extension of CCA's Exclusive Periods.

Basis for Relief

I. Section 1121(d) of the Bankruptcy Code Permits the Court to Extend the Exclusive Periods "For Cause"

23. Section 1121(b) of the Bankruptcy Code provides for an initial period of 120 days after the commencement of a chapter 11 case during which a debtor has the exclusive right to file a plan of reorganization. Section 1121(c)(3) of the Bankruptcy Code provides that if the debtor files a plan within the exclusive filing period, it has an initial period of 180 days after the commencement of the chapter 11 case to obtain acceptance of such plan. In circumstances where the initial 120- and 180-day periods prove to be insufficient amounts of time to file and solicit acceptances of a chapter 11 plan, section 1121(d) of the Bankruptcy Code allows the Court to extend the Exclusive Periods for "cause." Specifically, section 1121(d) of the Bankruptcy Code provides:

[O]n request of a party in interest made within the respective periods specified in subsections (b) and (c) of this section and after notice and a hearing, the court may for cause reduce or increase the 120-day period or the 180-day period referred to in this section.

11. U.S.C. § 1121(d)(1).⁴ For the reasons set forth herein, CCA submits that "cause" exists to extend the Exclusive Periods.

24. The Exclusive Periods under section 1121 of the Bankruptcy Code and extensions thereto are intended to provide a debtor the opportunity to propose a chapter 11 plan and to solicit

⁴ Additionally, even if cause is shown, the 120-day period "may not be extended beyond a date that is 18 months after the [petition] date" and the 180-day period "may not be extended beyond a date that is 20 months after the [petition] date." 11 U.S.C. § 1121(d)(2). This provision is inapplicable as this chapter 11 case is less than nine months old.

acceptances of the plan without the confusion, expense, and disruption to the debtor's business operations and relationships with key stakeholders that might be caused by the filing of competing plans by non-debtor parties. As courts have explained, the point of exclusivity is "to promote an environment in which the debtor's business may be rehabilitated and a consensual plan may be negotiated." *In re Burns & Roe Enters., Inc.*, No. 00-41610 (RG), 2005 WL 6289213, at *4 (D.N.J. Nov. 2, 2005) (quoting H. R. Rep. No. 103-835, at 36 (1994)); *see also In re Weiss Multi-Strategy Advisors LLC*, No. 24-10743 (MG), 2024 WL 3841305 at *3 (S.D.N.Y. Aug. 14, 2024) (quoting *Burns & Roe*, 2005 WL 6289213 at *4).

25. Courts have found that Congress did not intend that the 120- and 180-day periods be a hard and fast rule. *See In re Amko Plastics, Inc.*, 197 B.R. 74, 77 (Bankr. S.D. Ohio 1996) (noting that Congress intended courts to have flexibility in dealing with extensions of exclusivity); *Gaines v. Perkins (In re Perkins)*, 71 B.R. 294, 297 (W.D. Tenn. 1987) ("The hallmark of . . . [section 1121(d)] is flexibility"). Rather, Congress intended that the Exclusive Periods be of an adequate length, given the circumstances, for a debtor to formulate, negotiate and draft a viable plan of reorganization, which by definition means one supported by some or all of a debtor's key constituents, without the disruption to its business that would occur with the filing of competing plans. *See Geriatrics Nursing Home v. First Fidelity Bank, N.A.*, 187 B.R. 128, 133 (D.N.J. 1995) ("The opportunity to negotiate its plan unimpaired by competition, the court held, is meant to allow the debtor time to satisfy all creditors and win support for its restructuring scheme and thus ensure its survival as a business.") (citing *Commerce Bank v. Mountain View Village*, 5 F.3d 34, 39 (3d Cir. 1993)). Congress itself made clear that it recognized that 120 days would often be insufficient time for a debtor to formulate and negotiate a plan:

The court is given the power, though, to increase . . . the 120-day period depending on the circumstances of the case. [T]he bill allows

the flexibility for individual cases that is not available today. For example, if an unusually large company were to seek reorganization under chapter 11, the Court would probably need to extend the time in order to allow the debtor to reach an agreement.

H.R. Rep. No. 95-595, 95th Cong. 1st Sess. 232 (1977) (footnotes omitted).

26. It is well established that the decision to extend the Exclusive Periods is left to the sound discretion of the court and should be based upon the facts and circumstances of a particular case. *See In re Borders Grp., Inc.*, 460 B.R. 821-822 (Bankr. S.D.N.Y. 2011) (noting the court has broad discretion in extending exclusivity); *In re Cent. Jersey Airport Servs., LLC*, 282 B.R. 176, 184 (Bankr. D.N.J. 2002) (noting that the grant or denial of a request to extend exclusivity is within the discretion of the bankruptcy court); *see also First Am. Bank of New York v. Sw. Gloves & Safety Equip., Inc.*, 64 B.R. 963, 965 (D. Del. 1986) (“Section 1121(d) provides the Court with flexibility to either reduce or increase that period of exclusivity in its discretion.”).

27. The Bankruptcy Code does not define the “cause” that must be shown to receive an extension of the Exclusive Periods. However, courts have looked to the legislative history of the section for guidance. *See In re Newark Airport/Hotel Ltd. P’ship*, 156 B.R. 444, 451 (Bankr. D.N.J. 1993). In that case, the Court noted that Congress intended that the granting of an extension be based “on a showing of some promise of probable success [for reorganization].” *Id.*

28. In addition, bankruptcy courts, including in the District of New Jersey, typically examine several factors to determine whether a debtor has had an adequate opportunity to develop, negotiate, and propose a chapter 11 plan and thus whether there is “cause” for extension of a debtor’s exclusivity. *See Mo v. H.S.B.C. Bank USA, N.A.*, 650 B.R. 193, 227–28 (Bankr. D.N.J. 2023) (quoting *In re Cent. Jersey Airport Servs.*, 282 B.R. at 184). These factors include the following: (a) the size and complexity of the case; (b) the existence of good faith progress toward reorganization; (c) the necessity of sufficient time to negotiate a plan of reorganization and prepare

adequate information to allow a creditor to determine whether to accept such plan; (d) whether the debtor is paying its debts as they come due; (e) whether the debtor has demonstrated reasonable prospects for filing a viable plan; (f) whether the debtor has made progress in negotiating with creditors; (g) the length of time the case has been pending; (h) whether the debtor is seeking the extension to pressure creditors; and (i) whether unresolved contingencies exist. *Id.* Importantly, not all of the above factors are necessary or relevant in determining whether to grant an extension of the exclusivity periods in a particular case. *See, e.g., In re Weiss Multi-Strategy Advisers LLC*, 2024 WL 3841305 at *9 (Bankr. S.D.N.Y. Aug. 14, 2024) (“Not all of these factors are relevant in every case, and a finding that any number of these factors exists may justify extending a debtor’s exclusive periods.”); *In re Express One Int’l, Inc.*, 194 B.R. 98, 100-01 (Bankr. E.D. Tex. 1996) (relying upon only four factors in determining whether cause exists to support an extension); *In re United Press Int’l, Inc.*, 60 B.R. 265, 269 (Bankr. D.D.C. 1986) (holding that cause existed to extend exclusivity based on only three factors).

29. This is the Debtor’s second request to extend its Exclusive Periods. Courts, including those in this jurisdiction, routinely grant debtors multiple extensions of the exclusivity periods to the extent permitted by the Bankruptcy Code. *See, e.g., In re Whittaker, Clark & Daniels, Inc.*, No. 23-13575 (MBK) (Bankr. D.N.J. Nov. 3, 2023) [Docket No. 605] (granting a second extension of 90 days); *In re AIG Financial Prod. Corp.*, No. 22-11309 (MFW) (Bankr. D. Del. July 28, 2023) [Docket No. 262] (granting second extension of 120 days); *In re LTL Management LLC*, No. 21-30589 (MBK) (Bankr. D.N.J. May 4, 2022) [Docket No. 2267] (granting a second extension of 111 days); *In re National Realty Investment Advisors, LLC*, No. 22-14539 (JKS) (Bankr. D.N.J. Feb. 1, 2023) [Docket No. 1940] (granting a second extension of

90 days); *In re The Hertz Corp.*, No. 20-11218 (MFW) [Docket No. 3905] (Bankr. D. Del. Apr. 14, 2021) (granting a second extension of 130 days).

30. As explained more fully below, the application of the above factors to the facts and circumstances of this chapter 11 case demonstrates that more than sufficient cause exists to further extend CCA's Exclusive Periods pursuant to section 1121(d) of the Bankruptcy Code.

II. Cause Exists for an Extension of the Exclusive Periods in This Chapter 11 Case

A. CCA's Chapter 11 Case Is Large and Complex

31. It is well settled that the size and complexity of a debtor's case alone may provide sufficient cause for the extension of a debtor's exclusive period to file a plan and to solicit acceptances thereof. *See* H.R. No. 95-595, at 231-232, 406 (1978), reprinted in 1978 U.S.C.C.A.N. 5787, 6191, 6362 (“[I]f an unusually large company were to seek reorganization under chapter 11, the court would probably need to extend the time in order to allow the debtor to reach an agreement”); *see also In re Texaco, Inc.*, 76 B.R. 322, 326 (Bankr. S.D.N.Y. 1987) (“The large size of the debtor and the consequent difficulty in formulating a plan of reorganization for a huge debtor with a complex financial structure are important factors which generally constitute cause for extending the exclusivity periods.”) (internal citations omitted). Similar to the complexity noted by courts in other situations, this case presents unique and significant challenges that merit the extension requested herein. CCA's business is complex, including equity interests in several operational subsidiaries each with their own business needs, CCA's surety bond exposure in the hundreds of millions of dollars, dozens of its own employees, and a bespoke shared services program upon which its operating subsidiaries rely. This does not include the substantial Baha Mar Judgment or the numerous other filed proofs of claim.

32. CCA's case is also complex insofar as it involves several potential estate claims that were identified and analyzed during the course of the Special Committee Investigation. As

noted, the Examiner's independent review of the Special Committee Investigation is ongoing, with a final report due by September 15, 2025, and is expected to inform the parties as they seek to negotiate a confirmable chapter 11 plan. Parties will require ample time to review and analyze the conclusions in the lengthy report of the Special Committee's Investigation, which was filed just 19 days ago, and digest the Examiner's forthcoming report. In addition, the existence and potential allowance of BMLP's claim and the ongoing appeal represents a significant contingency that directly impacts estate valuation and plan formulation to address multiple potential outcomes.

33. CCA's complex business structure, together with these ongoing delicate case dynamics, support the extension of exclusivity sought here. Absent an extension of the Exclusive Periods, the case might become even more complex, with potential competing plan proposals that would only distract CCA's management, the Special Committee, and all parties in interest, ultimately delaying the parties' efforts to develop a confirmable chapter 11 plan, undermining estate value and harming stakeholders. In light of these interrelated factors, an extension of the Exclusive Periods is warranted.

B. CCA Has Made Good Faith Progress Towards Reorganization

34. CCA's good faith progress since the First Exclusivity Order towards reorganization further supports the extension of the Exclusive Periods. While the initial exclusivity period was necessarily focused on transitioning into chapter 11 and operational stabilization, the time since has been marked by the further advancement of this chapter 11 case. Among other accomplishments, CCA has: (a) supported and coordinated with the Special Committee in the completion of a months-long investigation into potential estate claims; (b) cooperated in good faith with the Court-appointed Examiner to ensure completion of his forthcoming report; (c) engaged in plan negotiations with the DIP Lender (and its recently retained independent advisor) and BMLP on a plan that takes into account the different possible outcomes of the appeal in the New York

State courts; (d) established and implemented a claims filing process; (e) maintained ongoing communication with customers, vendors, and surety providers; (f) fulfilled its reporting obligations; and (g) continued to manage estate operations. These milestones reflect the deliberate, good faith, coordinated progress CCA has made in laying the foundation for a viable and confirmable chapter 11 plan. CCA intends to continue to make good faith progress towards confirming a plan going forward. This progress further militates in favor of extending the Exclusive Periods.

C. An Extension of the Exclusivity Periods Will Not Prejudice Creditors

35. CCA is not seeking the extension of the Exclusivity Periods to pressure or prejudice any of its stakeholders. On the contrary, CCA is seeking this extension to allow it time to, among other tasks, further transparently engage with its stakeholders, including BMLP, the DIP Lender and surety providers, on a plan of reorganization, in light of the case developments thus far, including the Special Committee's report and the Examiner's report when it is filed. BMLP sought the appointment of the Examiner, and allowing additional time to obtain the Examiner's report and consider the impact of its conclusions does not prejudice creditors; rather, it provides additional information to guide the negotiations. Allowing CCA to extend the Exclusivity Periods without the distraction or expense of addressing competing plans makes the most use of the Examiner's efforts and the estate's resources, to the benefit of all stakeholders, including BMLP.

D. CCA Is Paying Its Debts as They Come Due

36. CCA continues to promptly pay its undisputed postpetition obligations. As such, the requested extension of the Exclusive Periods will not prejudice postposition creditors. Rather, it will afford CCA a meaningful opportunity to continue to develop, negotiate and confirm a plan of reorganization while continuing to honor its undisputed postpetition obligations. As such, this factor also militates in favor of extending the Debtor's Exclusivity Periods.

E. CCA Has Worked Constructively with Its Creditors

37. Throughout the chapter 11 process, CCA has consistently prioritized transparency, collaboration and good faith cooperation in its restructuring efforts and has maintained open lines of communication with its key creditor constituencies, including BMLP. For example, CCA has engaged with BMLP in the plan process, previewing initial discussions at a June 17, 2025 meeting and sharing a plan term sheet on July 28, 2025. CCA and BMLP have an additional meeting scheduled for August 20, 2025, and CCA anticipates additional meetings regarding the chapter 11 case. CCA has also continued to remain in contact with its surety bond providers, all of whom filed proofs of claims, throughout the case. In the interest of maintaining the value of the estate, CCA intends to further engage with the surety providers in the plan negotiation process regarding the treatment of their proofs of claim and surety bonds. This constructive engagement with its creditors supports CCA's request for an extension of the Exclusive Periods.

F. Additional Factors Exist to Support an Extension of the Exclusive Periods

38. Finally, terminating CCA's Exclusive Periods would likely delay a final resolution of this case. If the Court were to deny CCA's request for an extension of the Exclusive Periods, any party in interest – including BMLP, who has engaged in extensive, highly contentious litigation with CCA in the past – would be free to propose a plan. Such a ruling would foster a chaotic environment with no central focus and would likely cause substantial harm CCA's efforts to reorganize. In addition, terminating CCA's Exclusive Periods could provide a negative impression to CCA's stakeholders and potentially disincentivize them from negotiating with CCA and would thereby undermine CCA's efforts to successfully emerge from chapter 11.

39. Based upon the foregoing, CCA respectfully submits that cause exists in these bankruptcy proceedings to extend the Exclusive Periods for an additional 120 days, as requested, pursuant to section 1121(d) of the Bankruptcy Code.

Notice

40. CCA will provide notice of this motion to: (a) the U.S. Trustee; (b) the entities listed on the *List of Creditors Holding the 20 Largest Unsecured Claims*; (c) Gibbons P.C., as counsel to BMLP; (d) Lowenstein Sandler LLP, as counsel to the DIP Lender; (e) the Internal Revenue Service; (f) the Office of the United States Attorney for the District of New Jersey; and (g) any party that has requested notice pursuant to Bankruptcy Rule 2002. In light of the nature of the relief requested, CCA respectfully submits that no further notice is necessary.

No Prior Request

41. No prior motion for the relief requested herein has been made to this or any other court.

[Remainder of page intentionally left blank]

WHEREFORE, CCA respectfully requests that the Court (a) enter the Order, substantially in the form attached hereto as **Exhibit A**, granting the relief requested herein, and (b) grant such other and further relief as is just and proper.

Dated: August 19, 2025

/s/ Michael D. Sirota

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EXHIBIT A

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

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

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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 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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Debtor: CCA Construction, Inc.

Case No.: 24-22548 (CMG)

Caption of Order: Order Extending The Debtor's Exclusive Periods For Filing A Chapter 11 Plan And Soliciting Acceptance Thereof

**ORDER EXTENDING THE DEBTOR'S EXCLUSIVE PERIODS
FOR FILING A CHAPTER 11 PLAN AND SOLICITING ACCEPTANCE THEREOF**

The relief set forth on the following pages, numbered three (3) through four (4), is

ORDERED.

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Debtor: CCA Construction, Inc.

Case No.: 24-22548 (CMG)

Caption of Order: Order Extending The Debtor's Exclusive Periods For Filing A Chapter 11 Plan And Soliciting Acceptance Thereof

Upon CCA's motion [Docket No. ____] (the "**Motion**")² pursuant to section 1121(d) of the Bankruptcy Code and Bankruptcy Rule 9006; and the Court having jurisdiction to consider the Motion and the relief requested therein 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 June 6, 2025 (Bumb, C.J.); and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that CCA's notice of the Motion was appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court; and this Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein, and that such relief is in the best interests of CCA, its estate, its creditors, and all parties in interest; and upon all of the proceedings had before the Court and after due deliberation and sufficient cause appearing therefor IT IS HEREBY ORDERED THAT:

1. The Motion is granted as set forth herein.
2. CCA's Exclusive Filing Period is hereby extended through and including December 17, 2025.
3. CCA's Exclusive Solicitation Period is hereby extended through and including February 17, 2026.

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

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Debtor: CCA Construction, Inc.

Case No.: 24-22548 (CMG)

Caption of Order: Order Extending The Debtor's Exclusive Periods For Filing A Chapter 11 Plan And Soliciting Acceptance Thereof

4. The entry of this Order shall be without prejudice to the rights of CCA to request further extensions of the Exclusive Periods or to seek other appropriate relief.

5. Under the circumstances of the chapter 11 case, notice of the Motion is adequate, and the notice requirements of Bankruptcy Rule 9014 and 4001 and the Local Rules are satisfied by such notice.

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

7. CCA is authorized and empowered to take all actions as may be necessary and appropriate to implement the terms of this Order.

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