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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)

REPLY TO STATEMENT AND RESERVATION OF RIGHTS OF BML PROPERTIES, LTD. IN RESPONSE TO DEBTOR'S SECOND MOTION FOR AN ORDER EXTENDING THE EXCLUSIVE PERIODS FOR FILING A CHAPTER 11 PLAN AND SOLICITING ACCEPTANCE THEREOF

The above-captioned debtor and debtor in possession, CCA Construction, Inc. ("**CCA**" or the "**Debtor**"), respectfully submits the following reply (the "**Reply**") to the *Statement and Reservation of Rights of BML Properties, Ltd. in Response to Debtor's Second Motion For an Order Extending The Exclusive Periods For Filing a Chapter 11 Plan and Soliciting Acceptance Thereof* (the "**Statement**"), filed by BML Properties, Ltd. ("BMLP") [Docket No. 472], and in

[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.

further support of the *Debtor's Motion for Entry of an Order Extending the Exclusive Periods for Filing a Chapter 11 Plan and Soliciting Acceptance Thereof* (the "**Exclusivity Motion**")[2] [Docket No. 265]:

<u>Reply</u>

1. CCA appreciates that BMLP has not objected to the Exclusivity Motion. CCA values BMLP's acknowledgment that an extension of the Exclusive Periods will provide the necessary runway for continued efforts to propose a confirmable chapter 11 plan that will maximize estate value for the benefit of all stakeholders.

2. As noted in the Exclusivity Motion, CCA remains committed to continuing to work in good faith with BMLP, the DIP Lender, the surety providers and all other constituencies to advance this case toward a consensual resolution. The Debtor's focus is on pursuing a plan process that maximizes recoveries for stakeholders and avoids unnecessary expense or delay. To that end, CCA will continue engaging constructively with parties in interest to explore potential plan structures and other avenues to resolve outstanding disputes in a manner that benefits the estate as a whole.

3. In fact, since the filing of the Exclusivity Motion, CCA has continued its efforts toward formulating a confirmable chapter 11 plan. In addition to the meetings described in paragraph 18 of the Exclusivity Motion, CCA and its advisors further met with BMLP on September 22, 2025, to discuss, among other things, BDO's high-level recoverability analysis that was intended to help facilitate all parties' understanding as to the best path forward to pursue potential estate causes of action identified in the Special Committee report. *See also Debtor's*

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[2] Capitalized terms not defined herein shall have the meanings ascribed to them in the Exclusivity Motion.

Objection to Motion of BML Properties, Ltd. for Entry of an Order (A) Confirming Direct Claims Against CSCEC Holding Company, Inc., (B) Granting Limited Relief from the Automatic Stay to Pursue Post-Judgment Relief in New York State Court or Other Appropriate Forum, (C) Granting Derivative Standing to Pursue Estate Alter Ego Claims Against CSCEC Holding Company, Inc., and (D) Granting Related Relief [Docket No. 475] (the "**Standing Motion Objection**") at ¶29 ("The Special Committee anticipates that it will share BDO's findings on recoverability with BMLP, as has been discussed with BMLP counsel prior to filing this objection, and anticipates that such findings will help inform all parties' understanding as to the best path forward."). Providing BMLP with a clear picture of CCA's views of the financial landscape and potential sources of recovery further demonstrates that CCA remains committed to transparency, collaboration, and maximizing value for all stakeholders. Similar discussions have been held with the DIP Lender, and CCA anticipates additional meetings in the near term.

4. Recent developments further underscore the appropriateness of extending the Exclusive Periods. On September 15, 2025, the Examiner appointed in this case filed his investigative report [Docket No. 511]. The Examiner was charged with assessing both the scope and the conduct of the Special Committee's investigation. The Special Committee, like the other parties in interest, is continuing to review the Examiner's findings and to evaluate potential next steps.

5. That said, CCA is compelled to address certain mischaracterizations in BMLP's Statement. While CCA welcomes BMLP's stated willingness to work toward a resolution, certain aspects of BMLP's Statement inaccurately portray the Debtor's conduct and the undisputed record in this case. It is important that the Court have a clear understanding of CCA's ongoing efforts and

the significant progress made to date, rather than the incomplete and misleading narrative advanced by BMLP.

6. Notably, BMLP has never sought dismissal of this Chapter 11 case or the appointment of a trustee; nor would there be any cause for such relief. To the contrary, BMLP has actively availed itself of the benefits of this chapter 11 case, seeking extensive discovery through wide-ranging discovery requests, including more than 75 Bankruptcy Rule 2004 subpoenas directed at CCA's affiliates, financial institutions and surety partners, seeking and obtaining the Examiner's investigation, and learning the results of the Special Committee's investigation and analysis of potential recovery—all of which have been funded through debtor-in-possession financing.[3] Having reaped the benefits of this process, BMLP's attempt to recast the Debtor's conduct in a negative light is misplaced and poorly taken.

7. CCA hopes that BMLP will engage collaboratively with it and other stakeholders to advance this case toward a value-maximizing resolution. The Debtor strongly disagrees that "there has been very little interaction between CCA, its Special Committee, and BMLP." Statement at 3. As noted in the Exclusivity Motion, the Special Committee has already held multiple meetings with CCA's creditor constituencies and is continuing to do so. When CCA commenced plan related discussions over the summer, all parties knew that the Special Committee Report and a cost recoverability analysis of any claims identified in the Report would be the obvious prerequisites to formal proposals. Moreover, during its meetings with stakeholders, CCA has made clear that it intends to subject any plan to a market test at the appropriate time in order to confirm that CCA is obtaining the best transaction for the benefit of CCA's stakeholders. Thus,

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[3] At the February 13, 2025 hearing, the Court itself observed that BMLP too has taken advantage of the process: "Well, so did you. … Look at all the discovery you got before a DIP financing motion." Feb. 13, 2025 Hr'g Tr. at 215.

there is no basis for BMLP's feigned concern that CCA is not running a marketing process to monetize non-litigation assets. *See* Statement at 4.

8. In addition, as set forth in more detail in the Standing Motion Objection, it is misleading for BMLP to contend that CCA and the Special Committee have refused to pursue claims against the DIP Lender. *See* Statement at 3. The Standing Motion Objection makes clear that the Special Committee intends to evaluate and, where appropriate, pursue all viable claims against the DIP Lender in a manner designed to maximize value, and that it remains open to further discussions with BMLP regarding the most constructive path forward. *See Standing Motion Objection* at ¶¶ 38, 52. In fact, the emails attached to the *Declaration of Robert K. Malone, Esq. in Support of Motion of BML Properties, Ltd. for Entry of an Order (A) Confirming Direct Claims Against CSCEC Holding Company, Inc., (B) Granting Limited Relief from the Automatic Stay to Pursue Post-Judgment Relief in New York State Court or Other Appropriate Forum, (C) Granting Derivative Standing to Pursue Estate Alter Ego Claims Against CSCEC Holding Company, Inc., and (D) Granting Related Relief* [Docket No. 443] and the *Declaration Of M. Natasha Labovitz, Co-Counsel To The Debtor, In Support Of The Debtor's Objection To Motion Of BBML Properties, Ltd. For Entry Of An Order (A) Confirming Direct Claims Against CSCEC Holding Company, Inc., (B) Granting Limited Relief From The Automatic Stay To Pursue Post-Judgment Relief In New York State Court Or Other Appropriate Forum, (C) Granting Derivative Standing To Pursue Estate Alter Ego Claims Against CSCEC Holding Company, Inc., And (D) Granting Related Relief* [filed contemporaneously herewith] undisputedly confirm these facts, so BMLP's allegations to the contrary are perplexing.

9. Overall, the unsupported statements in BMLP's recent filing are not constructive and should be viewed in light of BMLP's repeated mischaracterizations of the record. For the

Court's convenience, attached as **Exhibit A** is a chart comparing a sample of several of BMLP's prior allegations with the unrefuted evidence to the contrary, all with citations to the record. The chart demonstrates that BMLP's repeated strategy in this case has been to make bold statements that are at best incomplete and misleading, and at worst, false. BMLP's Statement with respect to the Exclusivity motion should be read in the context of that history.

10. For the reasons set forth herein and in the Exclusivity Motion, CCA submits that more than sufficient cause exists to further extend CCA's Exclusive Periods pursuant to Section 1121(d) of the Bankruptcy Code. CCA respectfully requests that the Court grant the Exclusivity Motion.

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Dated: October 6, 2025

/s/ Michael D. Sirota

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Exhibit A

Disproven Allegations by BML Properties, Ltd.[1]

	BMLP Claim	BMLP Allegation	Facts
Comments Regarding the Special Committee Investigation and Role of Examiner			
1	Special Committee is not independent	"Not only did the Special Committee lack sufficient independence, but Ms. Abrams also was not fully informed. As revealed in Ms. Abrams's deposition, she did not know the identity and roles of key CCA and CSCEC Holding employees involved in the DIP negotiations… This led to a 'stylized mockery of arm's length negotiation." (See BMLP Omnibus Objection to DIP & Cash Collateral. [Docket No. 128] at ¶¶ 81–82)	Court found Ms. Abrams independent. "From what I've heard, I can find that, I think I can find from what I've heard today that the appointment of Ms. Abrams was a reasonable appointment and that that doesn't need to be examined. That she, she has been effectively and fairly appointed as an independent examiner." (See Feb. 13, 2025 Hr'g Tr. at 213:1–7)
2	Special Committee investigation would never be real. Abrams had not even begun the investigation.	"Although CCA appointed a purported "independent director" before the bankruptcy filing, she has no independent advisors and CCA's pre-petition management remains in control of the Debtor. In fact, BMLP understands that Ms. Abrams is represented by the same counsel as CCA, who also represented CCA and its co-defendants in the New York litigation.14 To date, there is no evidence that Ms. Abrams has considered, let alone investigated, CCA's historical relationship with its non-Debtor affiliates" (Motion of BMLP, for Entry of an Order Appointing an Examiner, [Docket No. 88] at ¶¶6) "That's not a real investigation… It's a sham… a white wash, complete white wash." (See May 22, 2025 Hr'g Tr., at 41:10-13)	As a preliminary matter, Ms. Abrams testified in February that she would conduct an investigation at the appropriate time. And by May 2025, Ms. Abrams had commenced an extensive investigation: over 300k docs reviewed, multiple interviews, ultimately leading to issuance of a fulsome Special Committee Report (filed July 31, 2025, Docket No. 421). (See May 22, 2025 Hr'g Tr., at 18:24–19:7)
3	Cole Schotz coordinated "at all times" with Debevoise as part of the investigation as evidenced by the fact that Debevoise "appears throughout the time entries regarding the investigation in Cole Schotz's fee application."	BMLP's Suppl. Brief ISO Examiner, [Docket No. 309] at ¶ 62]	Debevoise's "coordination" with Cole Schotz was strictly limited to coordinating sharing of documents as requested by the Special Committee/Cole Schotz. Cole Schotz did not coordinate in any way with Debevoise on the substance of the report. *See* Special Committee Report, at 16 (Cole Schotz performed "scoping interviews" with Debevoise attorney(s) solely as a background endeavor); Special Committee Report, at 18 (Cole Schotz coordinated with Debevoise attorney(s) to obtain certain documents).

[1] This demonstrative provides a summary list of certain allegations, predictions, and arguments advanced by BMLP in CCA's chapter 11 proceedings that were later contradicted, disproven, or abandoned. Each entry identifies the specific allegation with citation to the relevant transcript and sets out the actual outcome or response established in the record.

	BMLP Claim	BMLP Allegation	Facts
4	The Examiner would be prevented from making recommendations.	"If the Examiner believes there are omissions or mistakes in the Special Committee Investigation, the Stipulation would preclude him from recommending, or even indicating a willingness to accept instructions to undertake, further investigation." (BMLP Obj to Examiner Budget, [Docket No. 401] at ¶ 7)	"Nothing in the Stipulation precludes the Examiner from conducting the Authorized Investigation, including providing any recommendations and feedback to the Special Committee as contemplated by the Scope and Budget Order … If the Court orders the Examiner to conduct a further investigation, the Stipulation in no way precludes the Examiner from carrying that out." (Debtor Reply to BMLP Obj to Examiner Budget Stipulation, [Docket No. 424] at ¶ 6)
5	The Special Committee investigation would be a sham or whitewash investigation.	The Special Committee investigation would be a "sham" or "whitewash" investigation. BMLP repeatedly alleged Debtor/Special Committee would thwart examiner. See May 22, 2025 Hr'g Tr. at 41:11–13, 45:10–11	The Special Committee Report is the result of a months-long investigation and provides a detailed and thorough analysis of the potential causes of action held by the CCA's estate. Among other things, the Special Committee conducted twelve interviews, reviewed over 50,000 documents, held regular calls with CCA's current and former directors, officers and employees, and analyzed potential claims and causes of action belonging to CCA's estate. During this process, the Special Committee sought input from both BMLP and the Examiner about claims that should be investigated, and the detailed report thoughtfully weighs the merits and practicality of pursuing an array of potential claims. (Debtor's Reply to BMLP Obj. to Examiner Budget Stip., [Docket No. 424] at ¶ 12–13)
6	Examiner budget stipulation was a quid pro quo that compromised independence.	"BMLP firmly and without reservation supports an increased budget for the Examiner—but not as a quid pro quo in return for giving up its independence, as demanded by the Special Committee of the Debtor. The Stipulation is a private agreement … by which the Debtor leveraged the Examiner's plea for additional funds needed to do his Court-mandated work to extract concessions that improperly hand-tie the Examiner and this Court." See BMLP Objection to Examiner Budget Stipulation, Docket No. 401 at ¶ 1])	Court-approved stipulation increased examiner budget fivefold (to $500k) and expressly preserved Court's sole authority over scope. Examiner confirmed on Aug. 7, 2025 hearing that his independence was not compromised and stipulation enabled his work. (See Aug. 7, 2025 Hr'g Tr. at 8:1–10:25)
7	CCA was trying to thwart examiner by pursuing appeal.	"…what they're doing here, Judge, instead of being productive … they're going to use the existence of this further appeal to delay and thwart the examiner." (See May 5, 2025 Hr'g Tr. at 17:15–18)	Court rejected this argument: "I'm not sure I see that here" (See May 5, 2025 Hr'g Tr. at 20:5–9). CCAcontinued to cooperate with examiner while appeal proceeded. Special Committee has allowed the Examiner to participate in witness interviews, review key documents, receive regular updates about the investigation, and comment on a substantially final draft of the report. *See* Special Committee Report, at 23–24.

	BMLP Claim	BMLP Allegation	Facts
8	CCA and Special Committee would pursue CSCEC Holding Company, Inc. and, instead, would seek to give releases without pushing for an offer from CSCEC Holding Company, Inc.	"But it is clear that the Debtor, including the Special Committee, are simply not going to pursue the Debtor's parent. The Debtor's plan is to take steps to give CSCECH releases and not push CSCECH to make any fair offers." (See BMLP Standing Motion, [Docket No. 442] at ¶ 3])	As addressed in the objection to the Standing Motion, CCA is certainly "pursuing" claims such as veil piercing, albeit not in exactly how BMLP wants CCA to pursue the claims. CCA, as the debtor in possession, is well within its rights to continue its thoughtful investigation and recoverability analysis overseen by the Special Committee.
9	The Special Committee refused to make a settlement demand on CSCEC Holding Company, Inc. that is acceptable to BMLP.	"As evidence of this intent, just after the Special Committee released its report and this Court asked at a hearing on August 7, 2025 where the case was headed, BMLP requested the Special Committee make a settlement demand on CSCECH that BMLP could support, relying on the Special Committee's own recognition that claims against CSCECH are colorable. The Special Committee has refused." (See BMLP Standing Motion, [Docket No. 442] at ¶ 4)	As addressed in the objection to the Standing Motion, the email exchange provided by BMLP does not show any refusal to make a demand on CSCEC Holding Company, Inc. Instead, it shows that CCA is continuing its thoughtful investigation and recoverability analysis overseen by the Special Committee.
10	BMLP is mischaracterizing the SC Report's findings that veil piercing is colorable	The Debtor's "own Special Committee has acknowledged [that certain] claims are at least colorable." (Standing Motion [Docket No. 442] at¶ 1) While attempting to downplay the ultimate value of claims against CSCECH, the Special Committee nonetheless concluded that '[t]here is a colorable claim for the Debtor's estate to pierce the corporate veil and impose liability on CSCEC Holding.' Committee Report at 5." (See BMLP Standing Motion, [Docket No. 442] at ¶ 5)	BMLP mischaracterizes the Special Committee Report. The Report did not endorse veil piercing claims as "colorable" in the sense BMLP suggests. Instead, it expressly stated that while certain facts might permit a pleading, "numerous significant counterarguments and facts supporting the opposite conclusion" exist, and "serious doubt" is cast on the ultimate viability of such claims. The Report further emphasized that, unless a court collapsed the separate "injustice/unfairness" element into the "single economic unit" analysis, "a court is not likely to find a colorable claim to pierce the corporate veil." (SC Report at 71. In short, while the Special Committee recognized that a veil-piercing claim could be pled, it also found its ultimate viability is very much in doubt but noted that it would be inappropriate and unwise for CCA to preordain the strength of the merits of the claim while the Special Committee is actively seeking to monetize it. (See CCA Objection to BMLP Standing Motion [Docket. 475] at ¶ 2; 25-29)

	BMLP Claim	BMLP Allegation	Facts
Comments Regarding the DIP Financing			
11	CCA did not need a secured $40M DIP; crisis was manufactured. CCA would immediately draw entirety of DIP.	"…That is why the CSCEC Group seeks to saddle CCA's estate with a $40 million loan that it has no ability to repay. Indeed, CCA generates no meaningful cash flow, and its subsidiaries have been operating at a loss on a consolidated basis since 2015 …" "…CSCEC Holding ensured that CCA has the 'unfettered' ability to draw the entire $40 million DIP Loan immediately upon entry of a final order and without further approval from this Court, which will primarily be made to pay the expenses of non-Debtors." (See BMLP Omnibus Objection to DIP & Cash Collateral, [Docket No. 128] at ¶¶ 6–8)	Court approved DIP after evidence showed need for liquidity, extensive marketing with no better offers, and DIP used to maintain operations. CCA drew only $5M initially (See Feb. 13, 2025 Hr'g Tr. at 20:1–21:25; May 22, 2025 Hr'g Tr. at 7:1–8:25). BMLP's claim that all $40M would be immediately drawn was proven false.
12	CCA's DIP process, including the market process, was a sham, prewired to benefit its parent.	"CCA's proposed $40 million secured DIP Loan attempts to subvert the bedrock bankruptcy principle … Through the proposed DIP Loan, CCA's immediate parent … looks to retain the complete control over CCA that it has exercised for years … There was no arm's-length negotiation: CCA negotiated the DIP Loan with itself."	The DIP Facility was the product of a structured, arms-length process overseen by an independent director working through experienced outside professionals, was approved after an appropriate market check, and remains the best financing available to CCA. No third-party lender has proposed terms comparable to those offered by the DIP Lender. There was, and is, no actionable alternative. (See Debtor's reply to Omnibus Objection of BMLP [Docket No. 155] at ¶¶ 3:6–13)
Comments Regarding CCA Acting in Bad Faith			
13	CCA was stonewalling and refusing to produce documents.	"CCA has stonewalled BMLP's requests for information. For weeks, CCA did not provide BMLP with any documents … even after being served with formal discovery, CCA resisted producing the most basic materials, including its general ledger [and] intercompany loan documents." (BMLP Motion for Appointment of an Examiner, [Docket No. 88] at¶7)	CCA has been willing to provide all meaningful and relevant discovery in this chapter 11 case and has been very forthcoming and willing to meet with BMLP, hear out their requests, and there is certain information that we had already agreed to provide subject to agreed upon stipulation regarding use restrictions. (*See* Feb. 13, 2025 Hr'g Tr., at 8:16–25; 9:1–9)
14	Misuse of the corporate form is continuing postpetition.	(See Feb. 13, 2025 Hr'g Tr., at 32:11)	No evidence has ever been presented that this is the case.

	BMLP Claim	BMLP Allegation	Facts
15	"The pervasiveness of fraud, the abuse of the corporate form, and the lack of credibility on the part of CCA's witnesses that were all proven at the New York trial, however, indicates a high likelihood that CCA's misconduct in the Baha Mar project was no aberration."	(See Motion of BML Properties, Ltd. for Entry of an Order Appointing an Examiner [Docket No. 88] at ¶ 67)	Other than repeating allegations based on events that occurred nearly a decade ago, BMLP has offered no new evidence or support for those claims.
16	CCA is a sham / illegitimate business.	"Thus, to avoid the ongoing sham that the Debtor is a legitimate business… BMLP is filing this Motion" (See BMLP Standing Motion, [Docket No. 442] at ¶ 9)	CCA is a legitimate business. Currently, the CCA Group focuses on construction activities primarily in the New York and New Jersey metropolitan area, Washington, D.C., the Carolinas and Texas. CCA directs and provides shared services support to its Non-Debtor Subsidiaries as they deliver projects in the civil, commercial, residential, and public building sectors. Historically, the CCA Group's projects have included hotels, office buildings, residential buildings, hospitals, transit stations, railroad extensions and bridges. (See Wei First Day Decl. [Docket 11] at ¶ 14)
17	It is undisputed that CCA has no operations or revenue.	"Time should not matter at all because, as it is undisputed, the Debtor produces no revenue, has run up a large DIP obligation with no obvious ability to repay it, and does not need its parent to continue operations because there are no meaningful operations. [See Malone Dec ISO BMLP Standing Motion [Docket No. 443] Exhibit 1, at pg. 2]	Same as above.
18	CCA defied the Court's order by failing to timely file 2015.3 reports	"The Debtor even failed to timely file reports on its 100% ownership in four subsidiaries, despite being obligated to do so under Bankruptcy Rule 2015.3 and this Court's order giving the Debtor until seven days prior to the section 341(a) meeting (held on February 12, 2025) to file such reports. Up until last week, these reports had not been filed, defying this Court's order for nearly six months." (See BMLP Standing Motion, [Docket No. 442] at ¶ 32)	CCA timely filed its Periodic Report Regarding Value, Operations, and Profitability of Controlled Non-Debtor Entities on February 5, 2025 [Docket. 116], signed by CEO Yan Wei and also timely filed a subsequent Periodic Report Regarding Value, Operations, and Profitability of Controlled Non-Debtor Entities on August 5, 2025 [Docket 428]. Thus, CCA has fully complied with Bankruptcy Rule 2015.3 and this court's order.

	BMLP Claim	BMLP Allegation	Facts
Comments Regarding Specific CCA Personnel			
19	A former officer improperly used corporate card for personal expenses.	"Despite evidence in the New York action that CCA's corporate officers had misappropriated funds for personal use, [a former officer] continued using a CSCEC Group credit card … although the ultimate source of funds for payments in respect of those purchases has not yet been determined. (See BMLP's Suppl. Brief ISO Examiner, [Docket No. 309] at ¶ 6)	Debtor confirmed in reply and on record that charges were authorized corporate expenses, no evidence of personal misuse. Court was advised allegation was baseless. "BMLP objects to, its objection incorrectly suggests that former CCA executive potentially used corporate funds to make personal purchases. This is flatly incorrect. And we filed a pleading on this this morning at docket 291. … The basis for BMLP's statement is a document produced by American Express … including statements of charges to the credit card and records of monthly payments on that account. Those payments were from that individual's personal bank account, not that of any CCA corporate bank account. If BMLP had reached out to counsel for CCA before its filing, we would have promptly confirmed … the credit card was used for personal charges and the payments were made from the individual's personal account." (See May 5, 2025 Hr'g Tr. at 14:1–19; Debtor reply to BMLP Objection to Exclusivity Motion [Docket 323] at ¶ 29)
20	CCA's CEO would not testify at the second day hearing.	BMLP suggested that the CEO would not appear to testify. (*See* 1st Discovery Conference Transcript, 38:5-40:2)	The CEO has personally appeared in court at every in-person hearing.
21	The court "had to order" CCA's CEO to appear at the second-day hearing.	(*See* Motion of BML Properties, Ltd. for Entry of an Order Appointing an Examiner [Docket No. 88] at ¶ 67.)	CCA did not oppose the CEO being in court for the second day hearing. (*See* Feb. 13, 2025 Hr'g Tr. at 39:21-40:2.) The court did not "have" to order it, rather BMLP requested on its own that the court order as such, which CCA did not oppose. The court indicated only that it "did not have a problem" with requiring the CEO to be in court at the second day hearing.
22	BMLP inflammatory remark regarding Chinese nationals	"Judge one thing that everybody's skipping over is, look at the employee census. Look at the census of who's working up in Morristown. We're not talking about people who are living in Morristown, who grew up in Morristown, we're talking about Chinese nationalists for the most part." (*See* May 5, 2025 Hr'g Tr. At 19-25)	CCA and its subsidiaries continue to employ multiple people from the United States. In any event, the nationality of employees is irrelevant to the issues before the court, which turn on CCA's conduct as a going-concern business and its compliance with chapter 11 requirements.