

ENTERED

May 21, 2024

Nathan Ochsner, Clerk

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS**

)		
In re:)	Chapter 11	
)		
ZACHRY HOLDINGS, INC., <i>et al.</i> ¹)	Case No. 24-90377 (MI)	
)		
Debtors.)	(Jointly Administered)	
)	Re: Docket No. 9	

**ORDER AUTHORIZING THE RETENTION
AND EMPLOYMENT OF KURTZMAN CARSON
CONSULTANTS LLC AS CLAIMS, NOTICING, AND SOLICITATION AGENT**

The Court has considered the Debtors’ application (the “**Application**”)² to employ Kurtzman Carson Consultants, LLC (“**KCC**”) as its claims, noticing, and solicitation agent in these cases. The Court finds that *ex parte* relief is appropriate. The Court orders:

1. The Debtors are authorized to employ KCC under the terms of the Engagement Letter attached to the Application as modified by this order (this “**Order**”).
2. KCC is authorized and directed to perform the services as described in the Application, the Engagement Letter, and this Order. If a conflict exists, this Order controls.
3. The Clerk shall provide KCC with Electronic Case Filing (“**ECF**”) credentials that allow KCC to receive ECF notifications and file certificates and/or affidavits of service.
4. KCC is a custodian of court records and is designated as the authorized repository for all proofs of claim filed in these cases. KCC shall maintain the official Claims Register(s) in these cases. KCC must make complete copies of all proofs of claims available to the public electronically without charge. Proofs of claims and all attachments may be redacted only as ordered by the Court.
5. KCC must not transmit or utilize the data obtained by KCC in exchange for direct or indirect compensation from any person other than the Debtors.
6. KCC shall provide the Clerk with a certified duplicate of the official Claims Register(s) upon request.

¹ The last four digits of Zachry Holdings, Inc.’s tax identification number are 6814. A complete list of each of the Debtors in these chapter 11 cases and the last four digits of their federal tax identification numbers may be obtained on the website of the Debtors’ proposed claims and noticing agent at www.kccllc.net/zhi. The location of the Debtors’ service address in these chapter 11 cases is: P.O. Box 240130, San Antonio, Texas 78224.

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



7. KCC shall provide (i) an electronic interface for filing proofs of claim in these cases; and (ii) a post office box or street mailing address for the receipt of proofs of claim sent by United States Mail or overnight delivery.

8. KCC is authorized to take such other actions as are necessary to comply with all duties and provide the Services set forth in the Application and the Engagement Letter.

9. KCC shall provide detailed invoices setting forth the services provided and the rates charged on a monthly basis to the Debtors, their counsel, the Office of the United States Trustee, counsel for any official committee, and any party in interest who specifically requests service of the monthly invoices in writing.

10. KCC shall not be required to file fee applications. Upon receipt of KCC's invoices, the Debtors are authorized to compensate and reimburse KCC for all undisputed amounts in the ordinary course in accordance with the terms of the Engagement Letter. All amounts due to KCC will be treated as § 503(b) administrative expenses. KCC may apply its advance in accordance with the Engagement Letter and the terms of this Order.

11. The Debtors shall indemnify KCC under the terms of the Engagement Letter, as modified and limited by this Order. Notwithstanding the foregoing, KCC is not indemnified for, and may not receive any contribution or reimbursement with respect to:

- a. Matters or services arising before this case is closed, any matter or service not approved by an order of this Court.
- b. Any matter that is determined by a final order of a court of competent jurisdiction that arises from (i) KCC's gross negligence, willful misconduct, fraud, bad faith, self-dealing, or breach of fiduciary duty (ii) a contractual dispute if the court determines that indemnification, contribution, or reimbursement would not be permissible under applicable law; or (iii) any situation in which the court determines that indemnification, contribution, or reimbursement would not be permissible pursuant to *In re Thermadyne Holdings Corp.*, 283 B.R. 749, 756 (B.A.P. 8th Cir. 2002). No matter governed by this paragraph may be settled without this Court's approval.
- c. This paragraph does not preclude KCC from seeking an order from this Court requiring the advancement of indemnity, contribution, or reimbursement obligations in accordance with applicable law.

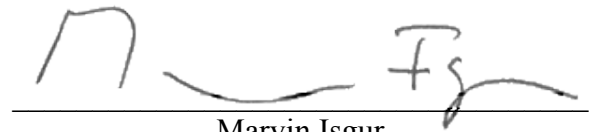
12. KCC shall not cease providing services during these chapter 11 cases for any reason, including nonpayment, without an order of the Court. In the event KCC is unable to provide the services set out in this Order and/or the Engagement Letter, KCC will immediately notify the Clerk and the Debtors' attorney and cause all original proofs of claim and data turned over to such persons as directed by the Court.

13. After entry of an order terminating KCC's services, KCC shall deliver to the Clerk an electronic copy in pdf format of all proofs of claim. Once the electronic copy has been received by the Clerk, KCC may destroy all proofs of claim in its possession sixty days after filing a Notice of Intent to Destroy on the Court's docket.

14. The terms and conditions of this Order are immediately effective and enforceable upon its entry.

15. This Court retains jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order. The scope of KCC's services may be altered only on further order of this Court.

Signed: May 21, 2024

A handwritten signature in black ink, consisting of a stylized 'M' followed by a wavy line and the letters 'Isgur'.

Marvin Isgur
United States Bankruptcy Judge