

ENTERED

September 17, 2024

Nathan Ochsner, Clerk

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

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

STIPULATION AND AGREED ORDER MODIFYING THE AUTOMATIC STAY

This Stipulation and Agreed Order (the “**Stipulation**”) is made by and among Zachry Holdings, Inc. and its affiliated debtors (collectively, the “**Debtors**”), including Zachry Industrial, Inc. (“**ZII**”), and Ursula Andres (“**Andres**,” and together with the Debtors, the “**Parties**”). The Parties hereby stipulate and agree as follows:

WHEREAS, on May 21, 2024 (the “**Petition Date**”), the Debtors filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code (the “**Bankruptcy Code**”) in the United States Bankruptcy Court for the Southern District of Texas (the “**Court**”).

WHEREAS, prior to the Petition Date, Andres commenced a state court action styled *Ursula Andres v. Golden Pass LNG Terminal, LLC, et al.*, Cause No. E-0210871 in the 172nd Judicial District Court of Jefferson County, Texas against ZII and other parties (the “**Andres Action**”).

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’ claims and noticing agent at <https://www.veritaglobal.net/zhi>. The location of the Debtors’ service address in these chapter 11 cases is: P.O. Box 240130, San Antonio, Texas 78224.



WHEREAS, on August 26, 2024, Andres filed the *Motion of Ursula Andres for Relief from the Stay to Authorize Litigation* [Docket No. 808] (the “**Motion**”).

WHEREAS, the Parties agree to modify the automatic stay pursuant to section 362 of the Bankruptcy Code pursuant to the terms set forth in this Stipulation.²

NOW, THEREFORE, IT IS HEREBY STIPULATED, AGREED, AND ORDERED:

1. *Modification of the Automatic Stay.* Upon approval of this Stipulation by the Court, the automatic stay pursuant to section 362 of the Bankruptcy Code shall be modified solely to the extent necessary to allow Andres to proceed with the Andres Action, including through all stages of discovery, trial, judgment, appeal or settlement, as applicable, to determine the nature and amount of Andres’s claim(s); *provided* that if Andres obtains a final judgment for which any applicable appeal period has expired or final settlement in her favor, Andres agrees to seek payment of such judgment or settlement *first* from any indemnity agreements, insurance, or similar resources of a non-debtor third party that are available to or for the benefit of the Debtors with respect to the Andres Action other than insurance coverage provided to the Debtors (collectively the “**Third-Party Insurance Coverage**”), including without limitation from Hotard Coaches, Inc. and its insurance carriers, and, *second*, from any other potentially applicable insurance coverage, solely to the extent that the Third-Party Insurance Coverage are insufficient to satisfy Andres’ judgment in full. Andres shall prosecute the Andres Action against the Debtors in name only and shall not seek to collect from any assets of the Debtors other than any applicable insurance coverage in which the Debtors may have an interest, subject to the limitations set forth herein.

² The Debtors agreed to stay relief on the terms contained in this Stipulation because, among other things, third-party indemnity and insurance coverage exists with respect to the Andres Action, Andres will seek to collect against those third-party resources before collecting from any applicable insurance coverage in which the Debtors have an interest, and such applicable insurance policies do not require the Debtors to pay any material deductible, self-insured retention, or similar obligation.

Nothing herein shall impair or affect any party's obligations to perform under any Third-Party Insurance Coverage applicable to Andres' claims asserted in the Andres Action.

2. *Scope of Stay Relief.* Except to the extent set forth in Paragraph 1, the provisions of section 362 of the Bankruptcy Code, including, without limitation, those provisions prohibiting the execution, enforcement, or collection of any award or judgment obtained against the Debtors, and against any assets or property of the Debtors' estates (as defined in section 541 of the Bankruptcy Code), shall remain in full force and effect. Nothing contained in this Stipulation shall constitute or operate as a waiver or modification of the automatic stay so as to permit any party in interest other than Andres to prosecute any claim against the Debtors or property of the Debtors' estate.

3. *Withdrawal of Motion.* Upon entry of an order approving the Stipulation, Andres will withdraw the Motion from the Court's docket and file a notice of such withdrawal.

4. *Bankruptcy Court Approval.* This Stipulation is subject to the approval of the Court and shall be of no force and effect unless and until an order approving the same is entered. If this Stipulation is not approved by the Court, it shall be null and void and shall not be referred to, or used for any purpose, by any of the Parties except as to this Paragraph 4.

5. *Exclusive Jurisdiction.* The Court shall have sole and exclusive jurisdiction over the enforcement of the terms of this Stipulation as well as with respect to all matters arising from or related to the implementation of this Stipulation (other than matters arising in the Andres Action itself), and the Parties hereby consent to such jurisdiction to resolve any disputes or controversies arising from or related to this Stipulation. Any motion or application brought before the Court to resolve a dispute arising from or related to this Stipulation shall be brought on notice as provided

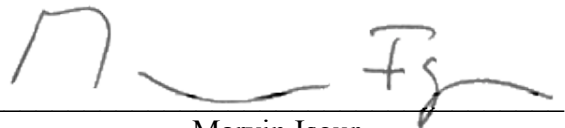
by and in accordance with the Federal Rules of Bankruptcy Procedure and the Local Bankruptcy Rules for the Southern District of Texas.

6. *Reservation of Rights, Claims, and Defenses.* By entering into this Stipulation, the Parties are not waiving and shall not be deemed to have waived any available claims or defenses, including at law, equity, or otherwise, except as otherwise provided in this Stipulation.

7. *Effectiveness of this Stipulation.* This Stipulation is immediately effective upon entry by the Court.

8. *Modification of Stipulation.* This Stipulation shall not be modified, altered, amended, or vacated without written consent of all Parties hereto.

Signed: September 17, 2024



Marvin Isgur
United States Bankruptcy Judge

Submitted By:

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