

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

In re

Zachry Holdings, Inc., *et al.*,<sup>1</sup>

Debtors.

Chapter 11

Case No. 24-90377 (MI)

**VERIZON'S RESPONSE TO DEBTORS' SECOND PLAN SUPPLEMENT**

Certain Operating Subsidiaries of Verizon Communications Inc. (collectively, "Verizon"), by and through undersigned counsel, hereby files this Response (the "Response") to the *Notice of Proposed Assumption of Executory Contracts or Unexpired Lease and Cure Amounts, If Any* [Dkt. No. 2150-2] (the "Assumption Notice"), and in support thereof states as follows:

**BACKGROUND**

1. On May 21, 2024, the Debtors filed a voluntary petition for relief with this Court under Chapter 11 of the Bankruptcy Code,<sup>2</sup> that are jointly administered under the above caption.
2. The Debtors are operating their businesses and maintaining their assets as debtors in possession under 11 U.S.C. §§ 1107(a) and 1108.
3. Prior to the filing of the Chapter 11 petitions, certain of the Debtors were party to agreements with Verizon.
4. The Debtors filed a Joint Chapter 11 Plan of Reorganization on October 11, 2024. [Dkt. No. 1133].

---

<sup>1</sup> 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.

<sup>2</sup> 11 U.S.C. § 101, *et seq.*



24903772503080000000000002

5. On January 23, 2025, the Court entered the *Order (I) Scheduling A Combined Disclosure Statement Approval and Plan Confirmation Hearing, (II) Conditionally Approving the Disclosure Statement, (III) Approving the Revised Confirmation Timeline, Solicitation Procedures, Solicitation Package, and Notices, (IV) Establishing Procedures for Objecting to the Disclosure Statement and Modified First Amended Plan, and (V) Granting Related Relief* [Dkt. No. 1991].

6. On February 13, 2025, the Debtors filed their Second Plan Supplement (the “Plan Supplement”). [Dkt. No. 2150]. The Plan Supplement included the Assumption Notice as Exhibit B to the Plan Supplement. [Dkt. No. 2150-2].

7. In particular, the following agreements with “Verizon Wireless” are listed on the Assumption Notice:

<b>Assumed Contract Counterparty</b>	<b>Debtor</b>	<b>Agreement Title</b>	<b>Contract ID</b>	<b>Effective Date</b>	<b>Cure Amount</b>
Verizon Wireless	Zachry Industrial, Inc.	Services Agreement	842056363-00001	--	\$0.00
Verizon Wireless	Zachry Industrial, Inc.	Services Agreement	920359326-00001	--	\$0.00

8. The following agreement with “MCI (Verizon)” is listed on the Assumption Notice:

<b>Assumed Contract Counterparty</b>	<b>Debtor</b>	<b>Agreement Title</b>	<b>Contract ID</b>	<b>Effective Date</b>	<b>Cure Amount</b>
MCI (Verizon)	Zachry Industrial, Inc.	Services Agreement	8639275473	--	\$0.00

9. The following agreement with “Cellco Partnership dba Verizon Wireless” are listed on the Assumption Notice:

<b>Assumed Contract Counterparty</b>	<b>Debtor</b>	<b>Agreement Title</b>	<b>Contract ID</b>	<b>Effective Date</b>	<b>Cure Amount</b>
Cellco Partnership dba Verizon Wireless	Zachry Holdings, Inc.	Verizon Wireless Major Account Agreement	COMM	9/18/2020	\$47,683.19

10. The Plan Supplement also included a Stipulation of Facts and Agreed Determination of Excess Claims (the “Excess Claims Stipulation”) as Exhibit G to the Plan Supplement. [Dkt. No. 2150-8].

11. On Schedule 2 of the Excess Claims Stipulation, four invoices for Verizon Wireless Services, LLC are listed. The Excess Claims Stipulation asserts that Golden Pass LNG Terminal LLC (“Golden Pass”) is to pay these claims.

### **RESPONSE**

12. The proposed cure amount included in the Assumption Notice does not match the account balance as stated in Verizon’s proof of claim. Verizon’s proof of claim has been filed in the amount of \$22,119.50.

13. Verizon’s proof of claim includes the following accounts:

<b>Provider</b>	<b>Account Number</b>
Cellco Partnership d/b/a Verizon Wireless, on behalf of its affiliates and subsidiaries	092035932600012
Cellco Partnership d/b/a Verizon Wireless, on behalf of its affiliates and subsidiaries	092035932600013
Cellco Partnership d/b/a Verizon Wireless, on behalf of its affiliates and subsidiaries	092035932600014
Cellco Partnership d/b/a Verizon Wireless, on behalf of its affiliates and subsidiaries	062017538700001
Verizon Business Global LLC, on behalf of its affiliates and subsidiaries	5533208910001
Verizon Business Global LLC, on behalf of its affiliates and subsidiaries	08639275473

14. Verizon has no objection to any of the listed contracts being assumed, but it is unclear to Verizon what contracts are being assumed and cured.

15. Verizon proposes that the businesses connect to resolve the discrepancies in the identification of contracts and the cure amounts. Verizon files this response to preserve its rights regarding the Assumption Notice.

16. Critically, any payment made pursuant to the Assumption Notice or the Excess Claims Stipulation must be sent to Verizon at the address below so that it will be properly applied to the Debtors' pre-petition amounts due:

Verizon  
Wells Fargo Lockbox  
3585 Atlanta Ave  
Lockbox 101838  
Hapeville, GA 30354

17. Payments made pursuant to the Assumption Notice or the Excess Claims Stipulation will also require clear identification of the invoices and accounts for which it is to be applied.

#### **RESERVATION OF RIGHTS**

18. Verizon reserves all rights with respect to the Debtors and other parties, including the right to seek relief from this Court (i) to compel assumption or rejection of the Verizon contracts, (ii) to seek allowance and payment of its pre-petition or post-petition administrative expenses, or (iii) to seek recovery of the amounts it is owed under the assumed contracts. Nothing herein shall be considered a waiver or release of any rights, claims or defenses that the Verizon Entities have against any party, including but not limited to the Debtors.

WHEREFORE, Verizon respectfully request that this Court enter an Order:

- a. Conditioning the assumption of the Verizon contracts upon the payment agreed to by the parties to the address listed herein; and
- b. Granting such other and further relief as this Court may deem equitable and proper.

Dated: March 8, 2025.

Respectfully submitted,

/s/ Mark H. Ralston

Mark H. Ralston

State Bar No. 16489460

Fishman Jackson PLLC

4835 LBJ Freeway, Suite 475

Dallas, TX 75244

[E-mail: mralsston@fishmanjackson.com](mailto:mralsston@fishmanjackson.com)

Tel: (972) 419-5544; Fax: (972) 419-5501

and

Darrell W. Clark, Esq.

Tracey M. Ohm, Esq.

Stinson LLP

1775 Pennsylvania Ave. NW, Suite 800

Washington, DC 20006

[E-Mail: darrell.clark@stinson.com](mailto:darrell.clark@stinson.com)

[E-Mail: tracey.ohm@stinson.com](mailto:tracey.ohm@stinson.com)

Tel: (202) 346-6908; Fax: (202) 572-9948

*Counsel for Verizon*

### **CERTIFICATE OF SERVICE**

I, the undersigned, hereby certify that 8<sup>th</sup> day of March 2025, I caused to be served the forgoing Response via the ECF case filing system upon all parties accepting said service.

/s/ Mark H. Ralston

Mark H. Ralston