

ENTERED

July 01, 2025

Nathan Ochsner, Clerk

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

IN RE:

**ZACHRY HOLDINGS, INC., *et al.*,
Debtors.**

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CASE NO: 24-90377

**Jointly Administered
CHAPTER 11**

ORDER SETTING HEARING

On August 28, 2024, Michael Wolski filed Proof of Claim No. 1000 against Zachry. ECF No. 2252. Mr. Wolski seeks \$27,591.07 for a Signing Bonus that was put in a deferred compensation account. Mr. Wolski was terminated in March 2024. Zachry has never paid him any funds from his deferred compensation account.

Mr. Wolski attaches to the Proof of Claim Form his employment offer letter which provides:

Signing Bonus: One-time cash payment of \$5,000. An additional \$25,000 deposited into a deferred compensation account, contingent upon successful completion of employment screening.

ECF No. 2252-2.

On April 30, 2025, the Court held a hearing on Zachry's Objection to Mr. Wolski's Claim to address whether Mr. Wolski's interest in the Signing Bonus vested upon termination. ECF No. 2799. The Court required Zachry to provide a supplemental declaration on the matter.

On May 8, 2025, Zachry filed its supplemental declaration in support of its Objection. ECF No. 2903. The supplemental declaration leaves many questions unanswered. Ambiguity is not grounds to disallow a claim.



- The Employment Offer Letter does not specify which deferred compensation account the \$25,000 bonus amount would be deposited into. The Declaration assumes the funds were to be deposited into the “Zachry Deferred Compensation Plan.” This assumption is unsupported by the ambiguous language of the Offer Letter.
- If the funds were intended to be part of the Zachry Deferred Compensation Plan, which contemplated three types of contributions—matching contributions, special contributions and other contributions. ECF No. 2253 at 16. Zachry’s Declaration does not assist the Court in determining the type of employer contribution that was made. The Plan documents do not clearly categorize the \$25,000 signing bonus for vesting purposes.
- It is ambiguous as to whether Mr. Wolski’s rights vested upon successful completion of employment screening.

An evidentiary hearing is set for July 31, 2025, at 1:30 p.m. Zachry must provide notice to the Claimant. Both parties must be prepared to present evidence and argument with respect to the issues identified above.

SIGNED 07/01/2025



Marvin Isgur
United States Bankruptcy Judge

