Docket #0001 Date Filed: 5/21/2024

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

IN RE: ZACHRY INDUSTRIAL, INC., Debtor.	§ § § § § § §	Chapter 11 Case No. 24-90385
ZACHRY INDUSTRIAL, INC., Plaintiff, v. GOLDEN PASS LNG TERMINAL LLC, Defendant.	§ § § § § § § § § §	Adv. Pro. No. _____

PLAINTIFF'S ORIGINAL COMPLAINT

Plaintiff Zachry Industrial, Inc. ("Zachry") files this Original Complaint against Golden Pass LNG Terminal LLC, f/k/a Golden Pass Products LLC ("Golden Pass"), and would show the Court as follows:

INTRODUCTION

1. Since 2019, Zachry and two other contractors have been building a $10+ billion liquefied natural gas ("LNG") export facility for Golden Pass in Sabine Pass, Texas (the "GPX Project" or "Project"). Golden Pass and its owners, QatarEnergy (70%) and ExxonMobil (30%), expect the facility, once complete, to produce over 15 million tons of LNG per year and generate billions of dollars a year in revenue for Golden Pass.

2. From the beginning the GPX Project has been plagued with unexpected challenges that put it behind schedule and over budget. But Golden Pass and its owners were focused on completing the Project on time, which required the contractors (especially Zachry, the lead

contractor for construction) to accelerate work, and accrue increased costs, to get the Project back on track.

3. By mid-2022, over $2.4 billion in additional funding was needed to complete the Project on the schedule Golden Pass wanted. The cost was extraordinary, but so was the payday ExxonMobil and QatarEnergy would receive once the facility was complete. Yet, Golden Pass and its owners refused to foot the bill for accelerating work on the Project and overcoming all the challenges (some of which it created). Instead, Golden Pass and its owners, using their superior wealth and bargaining power and the economic duress caused by the situation, induced Zachry and the other contractors to front the increased costs with promises that Golden Pass or its owners would reimburse those costs. Golden Pass and its owners also induced Zachry to waive and release over $1 billion in change order claims with false promises to make Zachry whole once the Project was complete.

4. Then, in 2023, Golden Pass reversed course and demanded that Zachry slow down the Project and enter into a cost reduction plan, again inducing the change with assurances that if the cost reduction "stretch targets" set by Golden Pass were not met, the cash shortfall would still be fixed. The cost reduction process did not work, however, as the contract payment structure never caught Zachry up from all the losses it incurred in prior years.

5. Golden Pass's promises proved hollow. Once it had bled Zachry dry of all its liquidity, Golden Pass declared Zachry was in default because it could no longer pay the Project's huge costs and expenses out of its own pocket and forced Zachry to file Chapter 11 bankruptcy—a bankruptcy that Golden Pass caused.

6. In this Complaint, Zachry seeks to avoid multiple agreements and contract amendments that Golden Pass induced through inequitable conduct, using its superior wealth and

bargaining power. And Zachry seeks to recover more than $1 billion in consideration given to Golden Pass in these transactions without receiving reasonably equivalent value in return.

PARTIES

7. Plaintiff Zachry Industrial, Inc. is a Texas corporation whose principal place of business is in San Antonio, Texas. The Zachry Group, of which Zachry Industrial is a part, celebrates its 100-year anniversary this year.

8. Defendant Golden Pass LNG Terminal LLC (f/k/a Golden Pass Products LLC) is a Delaware limited liability company with its principal place of business in Houston, Texas. Golden Pass is 70% owned by QatarEnergy—the state-owned oil company of Qatar—and 30% owned by ExxonMobil. Golden Pass may be served with process by serving its registered agent, Corporation Service Company d/b/a CSC – Lawyers Incorporating Services Company at 211 E. 7th Street, Suite 620, Austin, Texas, 78701

THE BANKRUPTCY CASE

9. On May 21, 2024, Zachry and certain of its affiliates filed a voluntary petition for relief under Chapter 11 of the Bankruptcy Code in this Court. Zachry continues to operate its business and manage its property as a debtor-in-possession under 11 U.S.C. §§ 1107 & 1108. No trustee or examiner has been requested or appointed, and no official committee of creditors or equity interest holders has been established.

JURISDICTION AND VENUE

10. This Court has subject matter jurisdiction over this action under 28 U.S.C. § 157(b) and 28 U.S.C. § 1334 because this action arises out of or relates to a bankruptcy proceeding under Title 11 of the U.S. Code.

11. Venue is proper in this Court under 28 U.S.C. §§ 1408 & 1409.

12. This is a core proceeding under 28 U.S.C. § 157(b). Pursuant to Fed. R. Bankr. P. 7008, Zachry consents to the entry of a final order by this Court in this adversary proceeding to the extent it is determined that the Court, absent consent of the parties, cannot enter final orders or judgments consistent with Article III of the U.S. Constitution.

BACKGROUND

A. The $10 billion Golden Pass LNG export terminal project.

13. Golden Pass is owned by two of the largest, wealthiest, and most sophisticated oil and gas companies on Earth. QatarEnergy—the state oil company of Qatar—has assets exceeding $162 billion. And ExxonMobil—one of the five largest oil and gas companies in the world—has assets exceeding $377 billion.

14. In 2019, QatarEnergy and ExxonMobil decided to jointly invest in a new, three-train LNG export facility to be built in Sabine Pass, Texas. This project—the GPX Project—was part of a five-year plan by ExxonMobil to invest more than $50 billion to build and expand U.S. manufacturing facilities. And it was part of QatarEnergy's plan to invest $20 billion in the U.S. energy sector.

15. In January 2019, ExxonMobil and QatarEnergy, through Golden Pass, hired Zachry, Chiyoda International Corporation ("Chiyoda"), and CB&I LLC ("CB&I") to design and build the GPX Project. Golden Pass hired three general contractors for the job because LNG projects like the GPX Project are so complex and expensive that they require the combined efforts of multiple engineering, procurement, and construction ("EPC") firms. For the GPX Project, Chiyoda, CB&I, and Zachry formed an unincorporated hybrid joint venture ("CCZJV") to jointly serve as the lead contractor on the Project.

16. On or about January 30, 2019, Golden Pass and CCZJV entered into a $9.25 billion contract to design and build a three-train LNG export facility in Sabine Pass (the "EPC Contract").

The EPC Contract refers to CCZJV as the "Contractor." The EPC Contract is a "lump sum" or "fixed price" contract that sets a fixed price for each of various elements of the Project, paid to the Contractor on a monthly basis and upon achieving certain milestones. The prices and schedule are outlined in the contract, but they are subject to change based on events and circumstances that may affect the Contractor's work, including a wide range of "force majeure" events, site conditions that may differ from geotechnical reports supplied by Golden Pass, changes to the scope of work for the Project, and other factors. The EPC Contract provides that such changes will be documented with change orders.

17. Each of the three natural gas liquification plants or "trains" to be built under the EPC Contact will have a liquefaction capacity of 5.2 million tons of LNG per year, for a total plant capacity of approximately 15.6 million tons per year—equivalent to 740 billion cubic feet of natural gas per year. Each train will be completed sequentially (Trains 1, 2, and 3), and each train has a different schedule and cost profile. Train 1 was originally targeted for completion in late 2023.

18. Zachry served as the lead contractor for overall construction of the Project—by far the largest role of any of the members of CCZJV, with approximately 52% of the scope of work on the Project. CB&I was the construction contractor for certain specified items (approximately 28% of the scope of work); and Chiyoda was the lead contractor for engineering (approximately 20% of the scope of work).

B. Unanticipated events from 2019-2022 delay and vastly increase the cost of the Project.

19. From the 2019 start of construction, unforeseen events and developments outside CCZJV's control plagued the Project and caused significant delays and cost increases. For instance, geotechnical reports supplied by Golden Pass erroneously described soil conditions at the plant site, forcing a redesign of numerous plant structures. The global COVID-19 pandemic caused numerous supply chain and logistics problems. Russia's invasion of Ukraine and resulting international trade

restrictions increased the cost of materials and fuel. And all of the trade disruptions caused global shipping costs to explode. Because of these and many other unforeseeable and highly consequential events and developments, between 2019 and 2022, CCZJV submitted numerous change order claims under the EPC Contract to recover cost impacts in excess of $1 billion.

20. The compound effect of all these events caused CCZJV to suffer huge economic losses and delays on the GPX Project. The Project was substantially off-track, and the costs associated with the Project exploded. And Golden Pass's insistence that Zachry accelerate its efforts on the Project to make up for lost time worsened the financial pressure on CCZJV, and particularly on Zachry, which was the lead contractor for construction.

C. CCZJV submits billions of dollars in change orders that are "settled" for grossly inadequate consideration.

21. To address all the delays and cost increases affecting the GPX Project, CCZJV submitted numerous change order claims to Golden Pass between 2019 and 2021. The change order claims, which were contemplated under the express terms of the EPC Contract, sought compensation for cost impacts on the Project totaling nearly $2 billion, much of which CCZJV and Zachry had already paid for out of their own pockets. But Golden Pass did not try to resolve these claims promptly. Instead, for nearly a year, Golden Pass investigated and evaluated the claims, requested exhaustive support for every claim, and held numerous meetings about the past and future challenges facing the Project. In the meantime, Golden Pass demanded that CCZJV continue working and incurring costs on the Project at an accelerated pace to get the Project back on schedule.

22. The schedule for the GPX Project was abnormally important for Golden Pass's owners, ExxonMobil and QatarEnergy, not only because the new LNG trains would generate billions of dollars a year for them, but also because they had made public statements, such as one by ExxonMobil in an April 27, 2022 press release saying the Project was on track and would commence operations in 2024. Because of the magnitude of the Project in the natural gas industry,

ExxonMobil's disclosures were material, not only to its shareholders, as reflected in its stock price, but also to the market price of natural gas.

23. Golden Pass demanded that CCZJV take whatever action was necessary, and pay any cost necessary, to keep the GPX Project on track. At the same time, Golden Pass and its owners, in numerous management and executive level conversations, assured Zachry over and over again that Zachry and the other members of CCZJV would be compensated for their losses on the Project. It was a familiar approach that Zachry had encountered with ExxonMobil on other projects. But it was infeasible here, given the extraordinary cost of the GPX Project. Zachry did not have the resources of companies like ExxonMobil or QatarEnergy and was working under a "lump sum" contract. But Zachry had little choice but to comply. Plus, it had assurances from two of the wealthiest companies in the world that Zachry would be made whole. But, by complying, Zachry depleted its financial reserves and incurred hundreds of millions of dollars in obligations on the Project.

24. In October 2021, Zachry presented Golden Pass with financial projections showing that the forecasted cost to complete the Project had increased to approximately $11 billion, and Zachry was not being paid enough to cover the Project's costs. The projections showed that Zachry's Project account would go cash negative by January 2022, requiring Zachry to come out of pocket for any additional costs, and that acceleration of the schedule would cause the costs to go up even faster. Rather than acting quickly, Golden Pass delayed any resolution of the matter by requesting make-work meetings, workshops, and "true cost" exercises to verify what the parties already knew. The EPC Contract did not require any of this, but Zachry cooperated, as Golden Pass demanded, which only compounded Zachry's cash flow problems.

25. After several months of these exercises, in April 2022, the parties met to discuss the outstanding change order requests and the expected costs for the Project through the end of the year. As of the fourth quarter of 2021, the change order claims totaled approximately $1.4 billion, and the

projected cash shortfall through the end of 2022 was approximately $1 billion. CCZJV was willing to negotiate a compromise, but Golden Pass refused to negotiate and demanded that Zachry and CCZJV engage in more exercises to review each individual change order claim and perform an "open book" auditing exercise. In this process, Zachry gave Golden Pass broad access to the project accounting records and provided projections showing when Zachry would run out of cash and be forced to stop work.

26. After all of this, instead of making a good faith effort to resolve the change orders and funding crisis, Golden Pass dragged its feet even more by requesting still more cost and accounting data, and evaluations of that data, in order to prolong the liquidity crisis to the point that Zachry and CCZJV were desperate for cash, and Golden Pass could use economic duress and its vastly superior wealth and bargaining power to induce a favorable resolution of the outstanding change order claims.

27. Between April and August 2022, Zachry's Chairman and CEO John Zachry had numerous meetings with executives from Golden Pass's two owners, ExxonMobil and QatarEnergy, to discuss the problems and possible solutions. Mr. Zachry met with Ahmad Al-Amoodi, the Chairman of Golden Pass and an executive vice president of QatarEnergy, to explain why the Project sustained so many expensive setbacks. After a sponsors' meeting and a tour of the jobsite in southeast Texas, Mr. Al-Amoodi saw for himself the challenges Zachry was facing, said he "felt bad for Zachry," and promised to speak with "His Excellency," Saad Sherida al-Kaabi (the Energy Minister of Qatar and president and CEO of QatarEnergy) about it. And, in a conversation on June 29, 2022, Mr. Al-Amoodi assured Mr. Zachry that Zachry would not be put in the position of having to file bankruptcy, emphasizing that QatarEnergy always supports its contractors and "has never left a contractor behind."

28. Mr. Zachry also met numerous times to discuss the situation with the president of ExxonMobil Global Projects Company, Jon Gibbs. Mr. Gibbs understood Zachry's precarious financial situation and apologized for the delay in getting the matter resolved. Both Mr. Gibbs and Mr. Al-Amoodi of QatarEnergy explained that Qatar's approach to addressing cost increases was to demand that the contractor absorb those costs by continuing to work and complete the project, with no additional compensation paid at that time, but QatarEnergy would "settle up" at the end by reimbursing the contractor for the additional costs. Thus, as long as Zachry continued working and pouring money into the Project, it could rest assured that it would be reimbursed for the added costs as the LNG trains were finished and the Project was completed.

29. In a meeting on August 19, 2022, Zachry, CCZJV, and the auditors presented Golden Pass with the results of the parties' joint, months-long efforts to quantify the cost to complete the Project in light of all the unexpected changes, cost increases, and accelerated work schedule. The total forecasted completion cost for the Project was $11.6 billion—roughly $2.4 billion more than the original contract price. Zachry also explained that at least $800 million was needed to pay for Zachry's estimated portion of the $2 billion cost to complete the first LNG train by the targeted completion date of September 2024. Golden Pass refused to accept these numbers, claiming (with no support) that they were contrary to estimating "norms" for LNG projects, and embarked on yet another months-long review process.

30. On October 9, 2022, Golden Pass presented its proposed adjustments to the contract price. Instead of agreeing to pay the estimated $2.4 billion in additional costs to complete the Project, including $1.7 billion in change order claims, Golden Pass proposed only a modest increase in immediate funding and some additional milestone and incentive payments that could be earned in the future.

31. In an executive meeting on October 11, 2022, ExxonMobil's Jon Gibbs agreed to increase the funding for milestone payments in their proposal by 20%, and to advance the timing of monthly progress payments to coincide with when payment for Project costs was due, but he would not agree to any other adjustments. QatarEnergy, however, rejected even this change and insisted that CCZJV not only accept inadequate adjustments to the contract price, which were nowhere near enough to cover the increase in costs, but also waive its change order claims.

32. Golden Pass's proposal was only enough to allow the Project to keep moving for a few more months. But Mr. Gibbs promised that if CCZJV accepted it, more funding for the Project would come later, as long as Zachry continued to work and pour money into the Project at an accelerated rate. Indeed, in multiple conversations between Mr. Zachry and Mr. Gibbs, including in a Zoom call on September 21, 2022, and at in-person meetings on October 11 and October 20, 2022, Mr. Gibbs represented that if Zachry stayed on the job, incurred the additional costs, and made acceptable progress on the Project, Zachry's efforts would be favorably received by Golden Pass, and the additional funding it required would be forthcoming.

33. Having run out of cash for the Project, Zachry faced a stark choice. It could either accept and rely on Golden Pass's representations as true and proceed on the understanding that additional compensation would be provided at a later date. Or Zachry could halt work on the Project and default on its vendor, supplier, subcontractor, and payroll obligations. Zachry had no reason to doubt Golden Pass's and its owners' representations at that time, and they clearly had the resources to pay. Golden Pass is owned by two of the largest and wealthiest companies in the world, and the billions of dollars in revenue the finished plant would generate would make the additional construction costs seem insignificant. And because a year had passed since Zachry had warned Golden Pass of the urgent need for additional funds, with no relief provided, Zachry was desperate for cash to pay vendors, suppliers, subcontractors, and other Project-related costs. Thus, on

November 16, 2022, believing they had no choice, and in reliance on Golden Pass's representations, Zachry and the other members of CCZJV signed a Claims Settlement Agreement drafted by Golden Pass.

34. Golden Pass included a confidentiality provision in the Claims Settlement Agreement requiring its terms to be kept secret. But the Claims Settlement Agreement provided grossly inadequate compensation for Zachry and CCZJV's change order claims. The agreement provided only a fraction of what Zachry and CCZJV had already incurred, and would continue to incur on the Project, and only a fraction of the cash needed to pay those costs as they accrued. And, to receive any additional cash and compensation, the Claims Settlement Agreement required the members of CCZJV to waive and release most of their $1.7 billion in change order claims.

35. The terms of the Claims Settlement Agreement were incorporated into the EPC Contract through a First Amendment to that agreement, dated January 1, 2023, which expressly references the existence of the Claims Settlement Agreement. In addition to the modest changes referenced above, the First Amendment changed the definition of "force majeure" to exclude the COVID-19 pandemic and the Russia-Ukraine war (two of the largest unforeseen developments affecting the cost of the Project); a new and retroactive 1% retainage that effectively clawed back part of the new compensation; and provisions making clear that allowances for some of the increased costs were prospective only.

36. Having strung out negotiations over CCZJV's change order requests, leaving the hybrid joint venture (and Zachry in particular) deep in debt, and by leveraging their superior wealth and bargaining power, Golden Pass induced Zachry's and the other CCZJV members to assent to the Claims Settlement Agreement and the resulting First Amendment. In doing so, CCZJV extinguished over $1.7 billion in change order claims against Golden Pass in exchange for relatively little compensation and shifted a large share of the construction costs for the Project onto Zachry, as the

member of CCZJV with primary responsibility for construction. As a result, Zachry was effectively rendered insolvent. If Golden Pass did not provide additional compensation in the future, Zachry would be unable to pay for all Project costs when due, and its liabilities would exceed the value of its assets.

D. The parties sign two additional contract amendments before Zachry is eventually forced to file for bankruptcy protection.

37. After signing the Claims Settlement Agreement and First Amendment to the EPC Contract, Zachry continued with accelerated work on the Project and continued to incur huge financial obligations, fully expecting that Golden Pass would compensate it for its losses. If Zachry had not received promises and assurances from Golden Pass and its owners, it would have implemented cost reduction measures by dramatically reducing its workforce and slowing the pace of work on the Project. But Zachry did not implement these measures because it had received Golden Pass's promises and assurances that it would compensate Zachry for the costs.

38. On March 21, 2023, CCZJV and Golden Pass signed a Second Amendment to the EPC Contract. The Second Amendment provided modest additional financial relief by giving Golden Pass discretion to advance future milestone payments, subject to Zachry providing a letter of credit for the entire amount. But the Second Amendment did not come close to addressing all of Zachry's financial needs on the Project.

39. Fully aware that Zachry continued to lose large amounts of money on Project costs, on or about December 22, 2023, Golden Pass presented CCZJV and its members with a "Side Letter" and a Third Amendment to the EPC Contract. The Side Letter acknowledged that the Project had been affected by "extreme market changes" and stated that "Golden Pass is willing to further assist you with certain cash-flow challenges." It recited that Golden Pass "is working to enter into a third amendment to the EPC Contract with CCZJV to provide additional cash flow support." And, recognizing that the Third Amendment did not adequately address all the cash flow and funding

issues, the Side Letter recited that Golden Pass was "amenable to considering or providing additional assistance beyond the concessions to be made in the third amendment."

40. The parties executed the Third Amendment to the EPC Contract, effective December 31, 2023. The Third Amendment extended some Project completion deadlines, relieving some of the need for acceleration, and provided some modest cash flow relief. But, as the Side Letter explicitly recognized, it was insufficient to address all the cash flow and other funding deficiencies plaguing the Project.

41. In April 2024, Golden Pass owner ExxonMobil proposed that Zachry exit its role as lead construction contractor on the Project and referred Zachry to Golden Pass project manager Vincent Yuskiewicz to work out the terms. Mr. Yuskiewicz, however, denied there was any agreement and asked CCZJV to make a proposal. The parties proceeded to spend days negotiating the terms of their negotiations. They spent days more negotiating a confidentiality agreement to govern their negotiations. Then, once that was done, Golden Pass refused to negotiate. It eventually agreed to participate in a mediation that lasted several days, but it sent no one to the mediation with any authority to negotiate. All the while, Zachry was continuing to work and lose money on the Project.

42. The purpose of all this delay became apparent at the beginning of May 2024. Golden Pass knew it was not paying Zachry enough to pay all its vendors, suppliers, and subcontractors. In fact, Golden Pass had been paying those parties directly for months, as authorized under the Third Amendment to the EPC Contract. But Golden Pass abruptly stopped paying those vendors, suppliers, and subcontractors with no prior notice to Zachry so it could claim Zachry was in default of the EPC Contract for not paying them out of its own pocket. And, on May 8, 2024, with no prior notice to Zachry, Golden Pass issued a notice of default to Zachry citing, primarily, Zachry's failure to timely pay all its vendors, suppliers, and subcontractors on the Project.

43. After a futile effort to resolve the matter with Golden Pass and its owners, Zachry filed a voluntary petition for Chapter 11 bankruptcy. Zachry's insolvency was the result of debts and obligations it incurred under the EPC Contract for which it sought compensation from Golden Pass through numerous change order requests that it was induced to waive and release in the Claims Settlement Agreement.

FIRST CLAIM FOR RELIEF

(Constructive Fraudulent Transfer)

44. Zachry incorporates the allegations above.

45. Zachry seeks an order avoiding the Claims Settlement Agreement and the First, Second, and Third Amendments to the EPC Contract (collectively, the "Transfers") under 11 U.S.C. § 548 and Chapter 24 of the Texas Business and Commerce Code.

46. Zachry made the Transfers to Golden Pass within two (2) years of the petition date.

47. Zachry received less than reasonably equivalent value from Golden Pass in exchange for the Transfers.

48. Zachry was insolvent on the dates of each of the Transfers or became insolvent as a result of the Transfers.

49. Zachry had at least one creditor at all relevant periods who could have avoided the Transfers.

50. In addition, Zachry seeks such other and further relief as the Court deems just and proper.

SECOND CLAIM FOR RELIEF

(Recovery of Avoided Transfers)

51. Zachry incorporates the allegations above.

52. The Transfers to Golden Pass should be avoided as alleged herein.

53. Zachry may recover the value of such property from Golden Pass under 11 U.S.C. § 550 and Tex. Bus. & Com. Code § 24.008.

THIRD CLAIM FOR RELIEF

(Equitable Subordination)

54. Zachry incorporates the allegations above.

55. As detailed above, Golden Pass has engaged in and continues to engage in grossly inequitable conduct and has effectively forced Zachry to file Chapter 11 bankruptcy by, among other things, refusing to honor promises it made to Zachry.

56. The actions of Golden Pass complained over herein constitute inequitable misconduct that harmed Zachry, its bankruptcy estate, and its other creditors, and has conferred an unfair advantage on Golden Pass.

57. Equitable subordination of any claim that has been or will be filed by Golden Pass is not inconsistent with the provisions of the Bankruptcy Code.

58. As a result of Golden Pass's inequitable conduct, any and all proofs of claims filed by Golden Pass should be equitably subordinated under 11 U.S.C. § 510(c).

RELIEF REQUESTED

Zachry respectfully requests that this Court enter judgment for Zachry against Golden Pass as follows:

1. Avoidance of the Claims Settlement Agreement, First Amendment, Second Amendment, and Third Amendment to the EPC Contract;
2. Equitable subordination of any claims that Golden Pass may assert against Zachry;
3. Costs of suit; and
4. Such other and further relief to which Zachry may be justly entitled.

Respectfully submitted,

HICKS THOMAS LLP

By: */s/ John B. Thomas*

John B. Thomas, *Attorney-in-Charge*
Texas Bar No. 19856150
J. Stephen Barrick
Texas Bar No. 00796168
HICKS THOMAS, LLP
700 Louisiana, Suite 2300
Houston, Texas 77002
(713) 547-9100
(713) 547-9150 (Facsimile)

Geoffrey L. Harrison
Texas Bar No. 00785947
gharrison@susmangodfrey.com
Richard W. Hess
Texas Bar No. 24046070
rhess@susmangodfrey.com
Adam Carlis
Texas Bar No. 24085237
acarlis@susmangodfrey.com
Hunter Vance
Texas Bar No. 24102596
hvance@susmangodfrey.com
SUSMAN GODFREY L.L.P.
1000 Louisiana St., Suite 5100
Houston, Texas 77002
Tel: (713) 651-9366
Fax: (713) 654-6666

ATTORNEYS FOR PLAINTIFF, ZACHRY INDUSTRIAL, INC.

CERTIFICATE OF SERVICE

I certify that this document was served upon all counsel of record on May 21, 2024 via the Court's electronic filing system.

/s/ John B. Thomas
John B. Thomas