Docket #0032 Date Filed: 10/18/2024

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

IN RE: ZACHRY INDUSTRIAL, INC.,	§	
	§	
Debtor.	§	**Case No. 24-90377 (MI)**
	§	**Chapter 11**
	§	

ALLIANZ GLOBAL RISK US INSURANCE CO.; CERTAIN UNDERWRITERS AT LLOYD'S OF LONDON SUBSCRIBING TO POLICY NO. B0180ME2219036; GREAT LAKES INSURANCE SE; GUIDEONE NATIONAL INSURANCE COMPANY; and TOKIO MARINE AMERICA INSURANCE COMPANY; *as subrogees of FLNG Policy Procurement, LLC; FLNG Liquifaction, LLC; FLNG Liquifaction 2, LLC; and FLNG Liquefaction 3, LLC*	§	(Jointly Administered)
Plaintiffs,	§	**Adv. No. 24-03190**
v.	§	
ZACHRY INDUSTRIAL, INC.; ZACHRY INDUSTRIES, INC.; JVIC DEMERGER FABRICATION, INC.; ZACHRY ENTERPRISE SOLUTIONS DEMERGER, INC.; CB&I LLC; MCDERMOTT INTERNATIONAL LTD., f/k/a CB&I LLC; CHIYODA INTERNATIONAL CORPORATION; and PSRG, INC.	§	Ref. Adv. P. Docket Nos. 13, 22, 27
Defendants.	§	

DEFENDANT PSRG, INC.'S INITIAL RULE 26 (a)(1) DISCLOSURES

TO: All parties of record.

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Defendant, **PSRG, INC. ("Defendant" or "PSRG")** by and through its undersigned counsel, make the following Initial Disclosures as required by Rule 26 of the Federal Rules of Civil Procedure, and Mandatory Disclosures within Order Governing Proceedings.

26(a)1(A)(i). The name and, if known, the address and telephone number of each individual likely to have discoverable information – along with the subjects of that information - that the disclosing party may use to support its claims or defenses, unless the use would be solely for impeachment.

Allianz Global Risks US Insurance Co.; Certain Underwriters at Lloyd's of London Subscribing to Policy No. B0180ME2219036; Great Lakes Insurance SE; GuideOne National Insurance Company; and Tokio Marine America Insurance Company
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CB&I LLC; McDermott International Ltd. f/k/a CB&I LLC
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Defendant

Defendant reserves its right to supplement these disclosures as the case progresses.

26(a)1(A)(ii). A copy – or a description by category and location - of all documents, electronically stored information, and tangible things that the disclosing party has in its possession, custody, or control and may use to support its claims or defenses, unless the use would be solely for impeachment.

Defendant possesses the following electronically stored documents:

1. 04.13.15 CB&I-PSRG Freeport LNG Project Work Order
2. 06.26.13 CB&I-PSRG Master Professional Services Agreement
3. Freeport LNG Piping & Instrumentation Diagram Liquefaction Facility Unit 18 Drawing
4. Freeport LNG Piping & Instrumentation Diagram Liquefaction Facility Unit 18 Drawing – Jetty Surge Drum (Dock 2)
5. Freeport LNG Piping & Instrumentation Diagram Liquefaction Facility Unit 18 Drawing – LNG Storage Tank 18T-3 Sheet E
6. Freeport LNG Piping & Instrumentation Diagram Liquefaction Facility Unit 18 Drawing – LNG Storage Tank 18T-3 Sheet B
7. Freeport LNG Piping & Instrumentation Diagram Liquefaction Facility Unit 18 Drawing – LNG Storage Tank 18T-3 Sheet A
8. Freeport LNG Piping & Instrumentation Diagram Liquefaction Facility Unit 18 Drawing – LNG Storage Tank 18P-3A/B/C
9. Freeport LNG Piping & Instrumentation Diagram Liquefaction Facility Unit 18 Drawing – LNG In-Tank Pumps 18P-3A/B/C
10. 07.24.2014 CB&I-PSRG Master Professional Services Agreement – Executed
11. 03.13.2013 CB&I-PSRG Confidentiality Agreement
12. 05.14.2015 CB&I-PSRG Change Order No. 1
13. 05.29.2014 CB&I-PSRG Appendix 4 Schedule for Work Order #12
14. 05.29.2014 CB&I-PSRG Appendix 7 Work Order Price
15. 12.14.2017 CB&I Freeport LNG Liquefaction Project Confidentiality Agreement
16. CB&I-PSRG Freeport LNG Project Work Order #12 - Executed
17. 10.22.2015 CB&I-Zachry JV Freeport LNG Project HAZOP Terms of Reference
18. 04.25.2013 PSRG Proposal for Freeport LNG Preliminary HAZOP Study
19. 04.10.2015 PSRG REVISED Proposal for Freeport LNG HAZOP Study
20. 10.11.2017 PSRG Proposal for Freeport LNG Train 4 HAZOP/SIL Study
21. 09.14.2017 PSRG-Freeport LNG Extension, L.P. Master Professional Services Agreement
22. 05.12.2015 PSRG Change Order #001 Proposal to W.O. #012 for Freeport LNG

Liquefaction Project—HAZOP/SIL-LOPA for Vendor Packages (Revised)
23. 09.09.2015 HAZOPS Meeting Sign-In Sheet
24. PSRG Flyer for Process Hazards Analysis
25. Third LNG Tank HAZOP and LOPA/SIL Study Scope of Work
26. Third LNG Tank HAZOP Terms of Reference
27. Third LNG Tank HAZOP and LOPA/SIL Terms of Reference
28. 04.16.15 CB&I-PSRG Freeport LNG Project Work Order No. 012 (signed)
29. CB&I-PSRG Master Professional Services Agreement – Unexecuted
30. CB&I-PSRG Freeport LNG Project Work Order #12 – Fully Executed
31. CB&I-Zachry JV Freeport LNG Project HAZOP Terms of Reference – Revision B
32. PSRG 2016 Final HAZOP Study for Freeport LNG Liquefaction Project
33. CZJV-FLNG LNG Storage Tank 18T-3 HAZOP Parking Lot Items
34. CZJV-FLNG LNG Storage Tank 18T-3 LOPA Final Report Issue
35. PSRG Proposal for Freeport LNG (FLNG) – HAZOP/LOPA Revalidation Study Liquefaction Facility (LQF)
36. 04.16.2015 Freeport LNG HAZOPS Terms of Reference
37. PSRG REVISED Proposal for Freeport LNG Liquefaction Project – HAZOP/SIL Study (Rev. 4)
38. CB&I-PSRG MSA Work Order #009
39. CB&I-PSRG MSA Change Order #001
40. PSRG Invoice #2020-0304
41. PSRG Invoice #2020-0283
42. Freeport LNG Purchase Order 4590000721
43. PSRG Proposal for HAZOP/LOPA Study of Freeport LNG (FLNG)
44. 09.14.2017 PSRG-Freeport LNG Extension, L.P. Master Professional Services Agreement – Fully Executed
45. Freeport LNG Purchase Order 4590000192
46. 08.24.2017 PSRG Proposal FLNG STF LOPA Facilitation
47. FLNG Personal Protective Equipment Policy
48. FLNG Purchase Order Form
49. PSRG Invoice #2020-0209
50. FLNG Texas Sales and Use Tax Resale Certificate
51. FLNG Supplier Master Form
52. 03.12.2015 PSRG Proposal for Freeport LNG-HAZOP/SIL Studies
53. CB&I-Zachry JV HAZOP Terms of Reference
54. 05.29.2014 CB&I-PSRG Appendix 7 Work Order Price
55. 06.14.2016 PSRG Proposal for Cameron LNG Project—Construction Risk Assessment
56. Cameron LNG Change Order 003
57. Cameron LNG Liquefaction Project Appendix 9, Exhibit 3 – Potential Change Notice Part A
58. Cameron LNG Liquefaction Project Appendix 9, Exhibit 3 – Potential Change Notice Part B
59. Cameron LNG Liquefaction Project Alarm Rationalization Schedule
60. Cameron LNG Liquefaction Project Appendix 9, Exhibit 3 – Potential Change Notice Part A – partially executed
61. Cameron LNG Liquefaction Project Potential Change Notice Part A – fully executed
62. Cameron LNG Notice of Assignment to CB&I, Inc.
63. Cameron LNG Liquefaction Project Change Order Form

64. Cameron LNG Liquefaction Project Appendix 14, Exhibit 1 – Partial Waiver of Lien – fully executed
65. CB&I SDR Alarm Rationalization Supplier Document Requirements
66. 01.15.2015 PSRG Proposal for Cameron LNG HAZOP/SIL Studies Commercial Proposal (w/ Attachments)
67. Cameron LNG Liquefaction Project Appendix 7 – Subcontract Price
68. Cameron LNG Liquefaction Project Change Order 004
69. Email from Bill W. Moore to Carolyn Ebe re Invoicing-Cameron LNG Project #184440
70. Cameron LNG Liquefaction Project CCJV Subcontract Agreement
71. Cameron LNG Liquefaction Project Appendix 9, Exhibit 5 – Change Order 004
72. 07.27.2015 PSRG Change Order Proposal for Cameron LNG HAZOP/SIL for P&ID Changes since IFD/IFH (i.e., Hot Oil System Changes)
73. Cameron LNG Liquefaction Project Change Order 002
74. 06.23.2016 CCJV-PSRG Subcontractor's Application for Payment
75. 06.23.2016 CCJV-PSRG Subcontractor's Application for Payment – fully executed
76. CB&I-PSRG Master Professional Services Agreement Work Order No. 230446-SC-EN-001
77. CB&I-PSRG Confidentiality Agreement – partially executed
78. PSRG Invoice #2020-0032
79. PSRG Invoice #2018-0200
80. PSRG Invoice #2018-0173
81. Cameron LNG Liquefaction Project Change Order 005 – fully executed
82. Cameron LNG Liquefaction Project Change Order 005 – with cost edits
83. 05.15.2018 PSRG Risk Based Tent Siting Analysis Prepared for CB&I
84. Cameron LNG Liquefaction Project Change Order 005 – with contractor's signature
85. Cameron LNG Liquefaction Project Appendix 14, Exhibit 2 – Partial Waiver of Lien – Form of Subcontractor Final Lien and Claim Waiver
86. 06.24.2019 CCJV-PSRG Subcontractor's Application for Payment – fully executed

26(a)1(A)(iii). A computation of each category of damages claimed by the disclosing party – who must also make available for inspection and copying as under Rule 34 the documents or other evidentiary material, unless privileged or protected from disclosure, on which each computation is based, including materials bearing on the nature and extent of injuries suffered.

At this time, Defendant is not seeking any damages. Plaintiff has the burden of proving damages. Defendant denies it is liable to Plaintiff under any theory of liability and, to the extent it is necessary and appropriate, will contest Plaintiff's damage claims.

26(a)1(A)(iv). For inspection and copying as under Rule 34, any insurance agreement under which an insurance business may be liable to satisfy all or part of a possible judgment in the action or to indemnify or reimburse for payments made to satisfy the judgment.

Defendant will supplement.

Respectfully submitted,

/s/ Paul Catalano
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ATTORNEYS FOR
PSRG, INC.

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing instrument was served upon the parties listed below by the method(s) indicated on October 18, 2024.

/s/Paul Catalano
Paul Catalano