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

In re:	§	**Chapter 11**
	§	
ZACHRY HOLDINGS, INC., *et al.*	§	**Case No. 24-90377 (MI)**
	§	
Debtors.[1]	§	**(Jointly Administered)**
	§	

CHIYODA'S AND CB&I'S JOINT STATEMENT AND RESERVATION OF RIGHTS WITH RESPECT TO THE AMENDED DISCLOSURE STATEMENT FOR THE JOINT CHAPTER 11 PLAN OF REORGANIZATION OF ZACHRY HOLDINGS, INC. AND ITS DEBTOR AFFILIATES
Ref. Docket Nos. 1320 & 1322

Chiyoda International Corporation ("CIC") and CB&I, LLC ("CB&I" and together with CIC, the "Parties") file this joint statement and reservation of rights (the "Statement") to the emergency motion [Docket No. 1322] seeking conditional approval of the *Amended Disclosure Statement for the Joint Chapter 11 Plan of Reorganization of Zachry Holdings, Inc. and its Debtor Affiliates* [Docket No. 1320] (the "Amended Disclosure Statement") filed by Zachry Holdings, Inc. ("ZHI"), Zachry Industrial, Inc. ("ZII"), and their debtor affiliates (collectively, the "Debtors"). In support of the Statement, the Parties respectfully represent as follows:

Preliminary Statement[2]

1. The Parties respect and support the Debtors' goal to swiftly exit bankruptcy while retaining their equity interests. But to do so, the Debtors must clear the high hurdles associated with addressing the Freeport Litigations in which CIC, CB&I, and the Debtors face alleged joint

[1] The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, may be obtained on the website of the Debtors' claims and noticing agent at https://veritaglobal.net/zhi. The Debtors' service address in these chapter 11 cases is: P.O. Box 240130, San Antonio, Texas 78224.

[2] Capitalized terms used but not defined in this Preliminary Statement have the meanings given to such terms herein.

and several liabilities of more than $1.3 billion. The Debtors do not explain how they intend to exit bankruptcy and clear these hurdles.[3]

2. The Parties have three (3) main concerns. *First*, the Disclosure Statement indicates the Debtors have *potential* sources of exit financing, but the Debtors have not confirmed any exit financing or even previewed the terms of such financing.[4] *Second*, the Disclosure Statement lacks key information about the Freeport Litigations, including descriptions of the (1) Debtors' obligations to CIC and CB&I through the various joint venture agreements and under applicable common law and (2) insurance policies—property of the joint ventures—that the Parties (and the Debtors) contend should provide coverage for the Freeport Litigations. *Third*, the Debtors have not shown how they could pay *any* settlement of or judgment issued in the Freeport Litigations (let alone any settlement or judgment limited to their Participating Interest in the Freeport joint ventures).

3. CIC and CB&I file this Statement—not to object to the Disclosure Statement—but to provide information that is missing. CIC and CB&I are optimistic that the Freeport Litigations can be resolved or streamlined in conjunction with the Debtors' bankruptcy process. But, these gaps in information highlight the fact the Debtors cannot expediently confirm a feasible plan while taking on the Freeport Litigations alone. The Debtors must continue collaborating with CIC and CB&I (and the joint ventures' insurers) for global resolution of the Freeport Litigations.

[3] The Parties deny any liability connected to or arising out of the FLNG Litigations and reserve their rights to assert any and all defenses, counterclaims, and crossclaims in the FLNG Litigations.

[4] Disclosure Statement, p. 9 of 75 (explaining that "A&R Credit Facility Term Sheet" and "Junior Exit Facility that will fund additional capital needs for Plan-related distributions and the Reorganized Debtors' go-forward business" will be filed in the Plan Supplement" (which is not included with the Plan)).

Background

A. CIC, CB&I, and ZII have indemnity obligations among themselves related to the Freeport Project.

i. Overview of the agreements governing the relationship between CIC, CB&I, ZII, and ZHI.

4. CIC, CB&I, and ZII (together, the "JV Parties") provided engineering, procurement, and construction services ("EPC Services") to FLNG Liquefaction, LLC, FLNG Liquefaction 2, LLC, FLNG Liquefaction 3, LLC, and Freeport LNG Expansion, L.P. (collectively, the "FLNG Owner") for the construction of an LNG facility near Freeport, Texas (the "Freeport Project").[5] The Freeport Project has three trains, and different agreements govern the relationships among the JV Parties with respect to each train:

- **Train 1 and 2 Projects**
  - Joint Venture Agreement for the Freeport Liquefaction Project, dated December 10, 2013, between CB&I and ZII, which created the joint venture, "CZJV" (as amended, the "Train 1&2 JV Agreement").
  - Services Subcontract, effective as of December 10, 2013, between CB&I and CIC (as may be amended, the "Services Subcontract").
  - Risk and Profit Sharing Agreement December 10, 2013, between CB&I and CIC (as may be amended, the "RPSA").[6]
- **Train 3 Project**
  - Joint Venture Agreement, dated March 24, 2015 (as amended, the "Train 3 JV Agreement" and with the Train 1&2 JV Agreement, the "JV

[5] The JV Parties provided the EPC Services pursuant to engineering, procurement, and construction contracts with the Freeport Owner.

[6] Under the RPSA, CIC obtained one-third of CB&I's "CZ JV Participating Interest" in the CZJV, including "any and all claims, interests, revenue, damages, demands, obligations, causes of action, liabilities, costs or expenses of any nature whatsoever that relate to or arise out of CB&I's CZ JV Participating Interest in the obligations under the CZ JV, the EPC Contract . . . or losses." RPSA §§ 3–3(a). Pursuant to the RPSA, CIC obtained a "Participating Interest" in the CZJV and thus has claims against ZII under the Train 1&2 JV Agreement and Texas law (and any other applicable law) in connection with any potential matters concerning the CZJV.

Agreements"), between CIC, CB&I, and ZII, which created the joint venture, "CCZJV-FLNG".[7]

- Parent Company Guaranty, dated March 24, 2015, made by ZHI in favor of CB&I and CIC (the "Train 3 ZHI Guaranty").

ii. Each JV Party has a "Participating Interest" in each joint venture's profits and losses.

5. Under each JV Agreement, each JV Party has a "Participating Interest" in (i) the joint venture, (ii) joint venture property, (iii) joint venture profits, and (iv) any joint venture obligations, liabilities, costs, expenses, or losses. The JV Agreements and RPSA include the division of Participating Interests among the JV Parties.[8]

6. The Train 1&2 JV Agreement states, "[i]f performance of the Contracts shall result in a loss, then, in accordance with their Participating Interests in Section 6, the Parties shall bear such loss in proportion to their Participating Interest."[9] The JV Parties' "liability for losses shall continue against any claims which at any time, whether before, during or after the performance of the Contracts, shall be made against the Joint Venture or the Parties by reason of carrying out this Agreement or the Contracts ***or any matter or thing in connection therewith***."[10] Moreover, "in the event any losses arise out of or result from the performance of the Contracts which [are] not covered by the insurance procured for the Project or the Joint Venture, each Party hereto shall

[7] For the avoidance of doubt, CCZJV-FLNG is a separate legal construct from the CCZJV-GPX which provided EPC Services for the GPX Project, and which was the subject of the Settlement (each as defined in the *Final Order (I) Approving the Settlement by and Among the Debtors, Golden Pass LNG Terminal LLC, CB&I LLC, Chiyoda International Corporation, and CCZJV (II) Authorizing the Parties to Perform Any and All Obligations Contemplated by the Settlement, and (III) Granting Related Relief* [Docket No. 744])..

[8] Out of an abundance of caution for confidentiality concerns, the Participating Interest divisions are not included herein but are in the following documents: (i) Train 1&2 JV Agreement § 6.1; (ii) RPSA §§ 3–3(a); and (iii) Train 3 JV Agreement § 6.1.

[9] Train 1&2 JV Agreement § 19 ("Contracts" means the front end engineering design services agreement and two EPC contracts (*id.* at § 2)).

[10] *Id.* at § 19 (emphasis added).

assume and pay the share of such losses that is equal to its Participating Interest."[11] The Train 3 JV Agreement includes substantially the same language.[12]

iii. ZII has indemnity obligations to CIC and CB&I, which ZHI guaranteed.

7. Pursuant to the JV Agreements, the JV Parties agreed to indemnify each other to the extent the joint ventures experience a loss exceeding each party's respective Participating Interest. The indemnity language from each JV Agreement is below:

Train 1&2 JV Agreement § 23.A.

23. Indemnity.

A. General Indemnity. To assure the intent of Section 6, each of the Parties agrees to indemnify the other Party against, and to hold the other Party harmless from, any and all losses of the Joint Venture that are in excess of such other Party's Participating Interest, irrespective of fault, negligence or strict liability, except to the extent that proceeds of the insurance procured for the Project or the Joint Venture are received to cover such loss or liability. Notwithstanding anything to the contrary herein, the provisions of this Section shall be limited to losses that are directly connected with, or arise out of the performance of the Contract(s) or the execution of any acts of suretyship in connection therewith, and shall not relate to or include any incidental, indirect or consequential losses that may be sustained or suffered by a Party. Each Party hereby releases the other Party (including its employees, affiliates and agents) from liability for loss of anticipated profits, interest, or any other consequential, incidental or indirect loss or damage sustained or suffered by such Party, whether such liability arises in contract, tort or otherwise, and irrespective of fault, negligence or strict liability.

Train 3 JV Agreement § 24.A.

24. Indemnity.

A. General Indemnity. To ensure the intent of Article 6 (*Participating Interests*), each of the Parties agrees to defend and indemnify the other Parties against, and to hold the other Parties harmless from, any and all losses of the Joint Venture that are in excess of such other Party's Participating Interest, irrespective of fault, negligence or strict liability, except to the extent that proceeds of the insurance procured for the Project or the Joint Venture are received to cover such loss or liability. Notwithstanding anything to the contrary herein, the provisions of this Article 24 (*Indemnity*) shall be limited to losses that are directly connected with, or arise out of the performance of the EPC Contract or the execution of any acts of suretyship in connection therewith, and shall not relate to or include any incidental, indirect or consequential losses that may be sustained or suffered by a Party.

[11] *Id.* at § 6.3.

[12] Train 3 JV Agreement §§ 6.3, 20.

8. Under the Train 3 JV Agreement, each of the JV Parties were obligated to provide each other with parent company guaranties.[13] Accordingly, ZHI provided CB&I and CIC with the Train 3 ZHI Guaranty, which states that ZHI unconditionally guaranteed ZII's performance under the JV Agreements and related contracts "until completion of the . . . the Guaranteed Agreements."[14]

iv. The joint ventures own insurance policies covering the Freeport Project.

9. In the ordinary course of providing EPC Services for the Freeport Project, the JV Parties obtained insurance for the benefit of the joint ventures and each JV Party.[15] In relevant part, the CZJV and CCZJV-FLNG obtained the following insurance programs for the Freeport Project (the "Freeport Insurance Policies"):

- General Liability Program, with coverage up to $150 million.
- Professional Liability Program, with coverage up to $65 million.
- Pollution Liability Program, with coverage up to $25 million.

10. The Freeport Insurance Policies are joint venture property because the polices were "obtained with funds of the Joint Venture."[16] As a result, decisions about disposition of the

[13] Train 3 JV Agreement § 6.6.

[14] Parent Company Guarantee (ZHI), March 24, 2015; Train 3 JV Agreement, p. 1 ("Guaranteed Agreements" includes the Train 3 JV Agreement, the Train 3 EPC Contract, and the Affiliate Subcontracts).

[15] Train 3 JV Agreement § 23.1 ("The Joint Venture . . . shall provide and maintain insurance coverages . . . as required by the EPC Contract."); Train 1&2 JV Agreement § 22.1 (same); RPSA § 2.3(a) (providing "CB&I shall ensure that the CZJV maintains [insurance] . . . [which] shall cover liabilities of Chiyoda Corporation, [CIC,] and Chiyoda Philippines.").

[16] Train 3 JV Agreement § 7.1 ("Property obtained with funds of the Joint Venture that is not intended to permanently installed in the Project . . . shall . . . become property of the Joint Venture."); JV Agreement § 22.1 (Joint Venture revenue includes "insurance proceeds"); *id.* at § 22.2.F (Joint venture expenses include insurance premiums); Train 1&2 JV Agreement § 7 ("Property, obtained with funds of the Joint Venture, shall likewise become the property of the Joint Venture" [and] "Joint Venture property shall . . . be distributed according to each Party's Participating Interests."); *id.* at § 21.A.6 (Joint venture expenses include insurance premiums).

Freeport Insurance Policies or proceeds therefrom requires unanimous consent of the JV Parties under the JV Agreements.[17] Each JV Party has an interest in the Freeport Insurance Polices only to the extent of their respective Participating Interests.[18] And as of the date hereof, the FLNG JV Parties have sought coverage for the FLNG Contract Litigation and FLNG Subrogation Litigation under the Freeport Insurance Policies, but have yet to resolve how any proceeds or payments under the Freeport Insurance Policies will apply as between the FLNG JV Parties.

B. The Freeport Litigations and the related proofs of claim.

11. There are two pending litigations arising out of the Freeport Project: the (i) Freeport Motor Defect Litigation and (ii) Explosion Litigation (each defined below and collectively, the "Freeport Litigations"). The Freeport Litigations are new, discovery has not begun, and no court has issued a judgment in the Freeport Litigation. Moreover, there has been no settlement of any claims in the Freeport Litigation.[19]

i. The Motor Defect Litigation.

12. On April 23, 2024, FLNG Liquefaction, LLC, FLNG Liquefaction 2, LLC, and FLNG Liquefaction 3, LLC (the "Motor Defect Plaintiffs") initiated an action against CB&I, ZII, and CIC in the 133rd Judicial District Court of Harris County, Texas, which is now pending as an

[17] Train 3 JV Agreement § 9.5 ("All decisions of the Joint Venture Management Committee [which has oversight of the joint venture's operations] shall be by unanimous concurrence of all Parties."); *id.* at § 11.3.D.5 ("All decisions of the Financial Committee shall be taken unanimously."); *id.* at § 32 (providing no JV Party can assign, transfer, or pledge joint venture property); *id.* at § 33 (modifications require unanimous consent); Train 1&2 JV Agreement § 9.5 ("All decisions of the Joint Venture Management Committee shall be by unanimous concurrence of all Parties."); *id.* at § 31 (providing no JV Party can assign, transfer, or pledge joint venture property); *id.* at § 32 (modifications require unanimous consent).

[18] Train 3 JV Agreement § 7.1 (stating that distributions of the joint venture property are made "according to each Party's Participating Interests."); Train 1&2 JV Agreement § 7 (same).

[19] CIC and CB&I deny all allegations of wrongdoing and liability in the Freeport Litigations.

adversary proceeding before this Court (the "Motor Defect Litigation").[20] The Motor Defect Plaintiffs seek relief due to the JV Parties' alleged failure to ensure that the motors in Trains 1, 2, and 3 were properly designed and constructed. On October 15, 2024, the Court granted the Parties' request for an extension of the time to file a responsive pleading to November 25, 2024.[21] On October 18, 2024, the Debtors filed a motion to dismiss.[22]

ii. The Explosion Litigation.

13. On June 7, 2024, two groups of insurers acting on behalf of FLNG Liquefaction, LLC and certain of its affiliates (the "Insurance Plaintiffs") filed two separate lawsuits regarding an insulated pipe explosion near the Train 3 Project that occurred on June 8, 2022 ("Incident") against ZII, CB&I, CIC, and certain other defendants (together, the "Insurance Defendants"). The allegations in the two lawsuits are virtually identical.[23] The Insurance Plaintiffs filed these cases in the Texas State District Courts in Brazoria County, Texas, which are now pending as adversary proceedings before this Court (collectively, the "Explosion Litigation").[24] The Insurance Plaintiffs assert claims against the Insurance Defendants based on negligence allegedly related to the Incident. The Insurance Plaintiffs seek damages of at least $1,324,631,602, plus fees, interest, and costs. On July 29, 2024, CB&I filed motions to dismiss in the respective adversary proceedings.[25]

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[20] The case style is *FLNG Liquefaction, LLC, et al. v. CB&I, Inc., et al.*, Adv. P. No. 24-03195 (Bankr. S.D. Tex.).

[21] Adv. P. No. 24–03195 [Docket No. 37].

[22] Adv. P. No. 24–03195 [Docket No. 39].

[23] CIC and CB&I intend to seek consolidation of the two Explosion Litigation adversary proceedings at the appropriate time.

[24] The case style for each of the Explosion Cases are: (i) *FLNG Liquefaction, LLC, et al. v. Zachry Industrial, Inc., et al.*, Adv. P. No. 24-03189 (Bankr. S.D. Tex.) and (ii) *Allianz Global Risks US Insurance Co., et al. v. Zachry Industrial, Inc., et al.*, Adv. P. No. 24-03190 (Bankr. S.D. Tex.).

[25] Adv. P. No. 24–03189 [Docket No. 13]; Adv. P. No. 24–03190 [Docket No. 13].

CIC subsequently filed motions to dismiss and joinders to CB&I's motions to dismiss.[26] The Debtors subsequently filed motions to dismiss and joinders to CB&I's and CIC's motions to dismiss.[27]

iii. The Freeport Litigation proofs of claim.

14. The Motor Defect Plaintiffs and the Insurance Plaintiffs filed proofs of claim relating to the Freeport Litigation.[28] The Debtors objected to those proofs of claim, with such objections incorporating by reference their motions to dismiss.[29]

15. CIC and CB&I timely filed proofs of claim against ZII and ZHI relating to the Freeport Litigation.[30] No party has objected to these proofs of claim.

iv. The insurance coverage opinions.

16. CIC, CB&I, and ZII timely submitted notice of the Freeport Litigations to the various insurers that issued the Freeport Insurance Policies. Despite repeated requests from the insureds to provide coverage position letters, the only coverage position letters received to date were issued by Zurich under the primary Professional Liability policy for the Motor Defect Litigation and the Explosion Litigation, and one coverage position letter by Zurich under the primary General Liability policy for the Motor Defect Litigation.[31] Thus, CIC, CB&I, and ZII are

[26] Adv. P. No. 24–03189 [Docket No. 31]; Adv. P. No. 24–03190 [Docket No. 27].

[27] Adv. P. No. 24–03189 [Docket No. 33]; Adv. P. No. 24–03190 [Docket No. 29].

[28] Motor Defect Litigation proofs of claim against: (1) ZII – Claim Nos. 61, 62, & 64; (2) ZHI – 65, 66, & 67. Explosion Litigation proofs of claim against ZII: Claim Nos. 85, 87, & 88.

[29] Docket Nos. 1187, 1188.

[30] CIC proofs of claim: Claim Nos. 69 (ZHI) & 78 (ZII). CB&I proofs of claim: Claim Nos. 1524 (ZHI) and 1527 (ZII).

[31] The insurers who have issued a coverage position did so reserving their obligation to provide coverage.

waiting on Zurich's coverage position under the primary General Liability policy, as well as the pollution liability insurer's coverage position, for the Explosion Litigation.

Statement

A. The Disclosure Statement does not describe the Freeport Insurance Policies or the joint venture indemnity obligations.

17. The Debtors are required to include "adequate information" in the Disclosure Statement under 11 U.S.C. § 1125(c). The determination of what constitutes "adequate information" is "subjective and made on a case by case basis." *In re Texas Extrusion Corp.,* 844 F.2d 1142, 1157 (5th Cir. 1988).

18. The Debtors, however, do not include any information about the Freeport Insurance Policies or the Freeport joint-venture indemnity obligations.[32] Most importantly, the Debtors do not disclose that many of the insurers for the Freeport Insurance Policies have not issued their coverage opinions for the insurance claims associated with the Explosion Litigation.

19. The JV Parties have repeatedly demanded that the insurers provide their coverage opinions for the insurance claims associated with the Freeport Litigations. Indeed, the insurers have an obligation to provide coverage opinion letters promptly under Texas law. *See* TEX. INS. CODE ANN. § 541.060(a)(4) (explaining how an unfair settlement practice in the business of insurance includes "failing within a reasonable time to: (A) affirm or deny coverage of a claim to a policyholder; or (B) submit a reservation of rights to a policyholder"); *Comsys Info. Tech. Servs., Inc. v. Twin City Fire Ins. Co.*, 130 S.W.3d 181, 190–91 (Tex. App.—Houston [14th Dist.] 2003, pet. denied) (evaluating a general liability policy with a duty to defend and holding the insurer

[32] The Plan states the Debtors will assume all executory contracts. Plan, Art.V.A. The Debtors do not indicate whether they view the JV Agreements as executory. In the event the JV Agreements are executory, and the Debtors assume them, then the Debtors must cure any defaults.

"must decide the issue of coverage within a reasonable time after the filing of a suit"); *see also Kirby v. Hartford Cas. Ins. Co.*, Civ. A. 3:02-CV-1616-L, 2004 WL 2165367, at *3 (N.D. Tex. Sept. 23, 2004) (finding the summary judgment evidence sufficiently established Hartford's "one-year delay in issuing a reservation of rights letter" was unreasonable).

20. The Parties believe this information (as set forth in the background section) will help enable creditors to make informed decisions about the Plan.

B. The Disclosure Statement does not describe how the Debtors will fund their exit or pay the Freeport Litigation claims, if allowed.

21. Under their current Plan,[33] the Debtors intend to exit bankruptcy with two main financing sources—the A&R Credit Facility and the Junior Exit Facility (as defined in the Plan). Plan, Art. IV.C (describing the Restructuring Transactions); Disclosure Statement, p. 9 of 75. The Debtors do not confirm that they have obtained the A&R Credit Facility or the Junior Exit Facility. Instead, the Debtors will include terms of these facilities in to-be-filed plan supplement. The Debtors are also continuing to search for a Junior Exit Facility, stating they are waiting for term sheets from potential junior exit lenders. Disclosure Statement, p. 28 of 75. To pay all allowed claims (which may include any allowed claims related to the Freeport Project), the Debtors rely on financing sources which currently do not exist.

22. Nevertheless, the Debtors propose paying Holders of General Unsecured Claims (as defined in the Plan) the principal amount of their allowed claims, without any interest, as such claims become allowed under the Plan. Plan, Art. III.C.5.b. The Debtors also intend to reinstate all Zachry Interests (as defined in the Plan). Plan, Art. III.C.8.b. The Debtors do not explain how

[33] "Plan" means the *Joint Chapter 11 Plan of Reorganization of Zachry Holdings, Inc. and its Debtor Affiliates* [Docket No. 1319].

they may reinstate equity to the extent they are unable to pay general unsecured creditors in full, in compliance with the absolute priority rule.[34]

23. The Debtors state that they believe they have approximately $139 million of Allowed General Unsecured Claims. Disclosure Statement, p. 12 of 75. The Debtors do not state whether the Freeport Litigation claims are included in this estimate. *Id.* at p. 22 of 75 (explaining the prepetition unsecured debt *without* reference to the Freeport Litigation). The Debtors do not state how they intend to treat the Freeport Litigation, other than relying on the potential disallowance of the Motor Defect Plaintiffs' and Explosion Plaintiffs' proofs of claim. *Id.* at pp. 31–32 of 75.

Proposed Resolution

24. The Parties previewed the issues in this Statement with the Debtors prior to filing and provided the Debtors with language to add to the Disclosure Statement about the Freeport Insurance Policies and the relationship among CIC, CB&I, and the Debtors relative to the Freeport Litigation.

Reservation of Rights

25. This Statement is submitted without prejudice to, and with a full reservation of all of the Parties' rights, claims, arguments, defenses, and remedies with respect to (i) the adequacy of the Disclosure Statement; (ii) confirmation of the Plan or any other plan of reorganization proposed by the Debtors; (iii) the Restructuring Transactions (as defined in the Plan); and (iv) any other issue in the Debtors' bankruptcy cases. The Parties further expressly their rights to (i) supplement this Statement at any time before or at the hearing on the final approval of the

[34] 11 U.S.C. § 1129(b)(2)(B); *In re Lively*, 717 F.3d 406, 410 (5th Cir. 2013) (affirming a bankruptcy court's denial of confirmation of an individual debtor's plan that provided for the debtor to retain all of his property without paying unsecured creditors in full, finding that the plan did not satisfy the absolute priority rule).

Disclosure Statement; (ii) assert objections, rights, entitlements, or requests for relief as additional information becomes known; (iii) join in other objections or requests for relief and adopt them as their own; and (iv) assert any objections, rights, entitlements, or requests for relief in conjunction with any confirmation hearing on any plan of reorganization for the Debtors regardless of whether the Parties have previously made the argument or otherwise. The Parties reserve and preserve all of their rights.

[*Remainder of page left intentionally blank; signatures follow*.]

Dated: November 11, 2024

Respectfully submitted,

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CERTIFICATE OF SERVICE

I hereby certify that on November 11, 2024, the foregoing document was served via electronic mail by the Court's ECF system to all parties authorized to receive electronic notice in this case.

/s/ Charles A. Beckham, Jr.
Charles A. Beckham, Jr.