

EXHIBIT 2

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

In re:)	
)	Chapter 11
ZACHRY HOLDINGS, INC., <i>et al</i> ¹)	Case No. 24-90377 (MI)
Debtors.)	(Jointly Administered)
)	
AVIS LAMOTTE, <i>on behalf of herself and those similarly situated</i>)	
Plaintiff)	
)	
v.)	Adv. Pro. No. 24-03122 (MI)
ZACHRY INDUSTRIAL, INC.,)	
Defendants.)	
)	

NOTICE OF PROPOSED SETTLEMENT AND FAIRNESS HEARING

TO: CERTAIN FORMER EMPLOYEES OF ZACHRY INDUSTRIAL, INC.

There is currently pending a lawsuit titled *Avis Lamotte v. Zachry Holdings, Inc.*, Adv. Proc. No. 24-03122 (MI) (the “Adversary Proceeding”) in the United States Bankruptcy Court for the Southern District of Texas (the “Bankruptcy Court”). Plaintiff, Avis Lamotte (“Plaintiff”), sued Defendant Zachry Industrial, Inc. (“Defendant” or “Zachry”) for having terminated her and certain other employees without 60 days’ advanced written notice in alleged violation of the federal WARN Act (the “WARN Action”).

Plaintiff and Defendant (collectively, the “Parties”) have reached a proposed settlement of the WARN Action (the “Settlement”) in which money would be distributed to the Class Members, Ms. Lamotte, as the Class Representative, and Class Counsel (each defined below). The Bankruptcy Court has authorized the sending of this notice to you as a Class Member (defined below).

YOU ARE NOT BEING SUED. You should review this notice carefully as you may be entitled to receive money from the Settlement and your rights may be affected by the Settlement. This notice advises you that Class Members who do not opt out of the Settlement can receive an award consisting of a share of the settlement fund, and advises you of the date, time, and place of the hearing to approve the Settlement.

¹ 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’ proposed 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.

DEFINITION OF THE CLASS

The Bankruptcy Court has, for settlement purposes only, certified a Class (defined below), appointed Plaintiff as the Class Representative (defined below), and appointed Plaintiff's lawyers, J. Gerard Stranch, IV, Michael C. Iadevaia of Stranch, Jennings & Garvey, PLLC, Samuel J. Strauss and Raina Borrelli of Strauss Borrelli, PLLC, Lynn A. Toops and Amina A. Thomas of Cohen & Malad, LLP, and Matthew S. Okin and David L. Curry, Jr., of Okin Adams Bartlett Curry, LLP, as class counsel ("Class Counsel"). The Bankruptcy Court has also preliminarily approved the Settlement, approved this notice, and set a date for a final hearing for approval of the Settlement (the "Fairness Hearing").

The "Class" is defined as: Plaintiff and other similarly situated employees of Defendant: (i) who worked at and/or received assignments from the facilities located at 3901 Twin City Hwy, Port Arthur, TX 77642; the Zachry Human Resources/Recruiting office at Port Arthur, Texas; Sabine Pass, Texas; Baytown, Texas; Orange, Texas; and Beaumont, Texas, all of which constitute a single site of employment (the "Golden Pass Project"); (ii) were laid off (as defined by Zachry) between January 1, 2024, and August 8, 2024; (iii) who are affected employees within the meaning of 29 U.S.C. § 2101(a)(5), and (iv) who have not filed a timely request to opt-out of the Class.

"Class Members" are defined as a member of the Class. You have been identified as a Class Member who is eligible to participate in the Settlement.

The "Class Representative" is Avis Lamotte, a former employee who initiated this lawsuit.

BACKGROUND

Between January 1, 2024, and August 8, 2024, Plaintiff and other employees of Zachry who worked at or reported to the Golden Pass Project were laid off by Zachry.

On May 21, 2024, Zachry and certain of its affiliated entities each filed a voluntary petition for relief under chapter 11 of the United States Bankruptcy Code in the Bankruptcy Court (the "Chapter 11 Cases"). The Chapter 11 Cases are being jointly administered under Case No. 24-90377 (MI).

On June 17, 2024, Plaintiff commenced the Adversary Proceeding and filed Plaintiff's Class Action Complaint [Adv. D.I. 1] (the "Complaint") against Zachry. The Complaint asserts that Zachry is liable to Plaintiff and the Class Members for damages they are entitled to receive in accordance with the WARN Act as a result of Zachry's alleged violation of the WARN Act.

On July 22, 2024, Zachry filed an Answer and Affirmative Defenses to the Complaint, denying all liability in respect of the allegations in the Complaint.

Zachry has continued to deny all liability, and no court has made any finding related to liability. The Parties have concluded that it is in their best interests to settle this lawsuit to avoid the risk, expense, and uncertain outcome associated with continued litigation. The proposed Settlement was reached through extensive arm's-length negotiations and a mediation between the Parties.

Pursuant to an order dated September [___], 2024, the Bankruptcy Court (i) preliminarily approved the Settlement Agreement dated September 26, 2024 by and between Plaintiff on her own behalf and on behalf of others Class Members and Defendant (the "Settlement Agreement"); (ii) approved this notice, and (iii) scheduled the Fairness Hearing for final approval of the Settlement.

COUNSEL TO THE PARTIES

Any questions you may have concerning the proposed Settlement should be directed to Class Counsel:

<p>STRANCH, JENNINGS, & GARVEY, PLLC 223 Rosa Parks Ave. Suite 200 Nashville, TN 37203 Telephone: Facsimile: Attention: J. Gerard Stranch, IV, Esq., gstranch@stranchlaw.com</p>	<p>OKIN ADAMS BARTLETT CURRY LLP 1113 Vine St., Suite 240 Houston, Texas 77002 Telephone: Facsimile: Attention: Matthew S. Okin, Esq., mokin@okinadams.com</p>
<p>STRAUSS BORRELLI, PLLC 613 Williamson St., Suite 201 Madison, WI 53703 Telephone: Facsimile: Attention: Samuel J. Strauss, Esq., sam@straussborrelli.com</p>	<p>COHEN & MALAD, LLP One Indiana Square, Suite 1400 Indianapolis, Indiana 46204 Telephone: Facsimile: Attention: Lynn A. Toops, Esq., ltoops@cohenandmalad.com</p>

Questions concerning the proposed Settlement should **NOT** be directed to counsel for Zachry.

THE PROPOSED SETTLEMENT

The terms of the Settlement are set forth in the Settlement Agreement. The following description of the proposed Settlement is only a summary and any inconsistency shall be governed by the terms of the Settlement Agreement. You may request the complete text of the Settlement Agreement from Class Counsel. A copy of the Settlement Agreement is also available on the Debtors’ claims and notice agent’s website: [_____].

The terms of the Settlement Agreement are summarized as follows:

- a) **Settlement Amount:** In full and final settlement of the Class Action and Released Claims, the Parties agree that Debtors shall fund the Settlement by making a payment to Kroll Settlement Administration LLC (the “**Settlement Administrator**”) in the total amount of \$7,000,000 USD (the “**Settlement Amount**”), which includes: (i) a Service Payment to the Class Representative (see below), (ii) the settlement distributions to be made to individual Class Members (each individual payment to an individual Class Member, a “**Settlement Award**”), (iii) Class Counsel Fees and Expenses (see below), and (iv) all taxes and withholdings Class Members are required to make arising out of, or based on, Settlement payments to the Settlement Class (see below).

- b) **Distribution of the Settlement Amount:** The Settlement Administrator and Class Counsel shall be responsible for determining the share of each individual Class Member and the preparation and mailing of the individual checks to each Class Member for his or her share under this Settlement Agreement (including the Service Payment). Individual Settlement Award payments shall be administered to Class Members by the Settlement Administrator. The Settlement Administrator shall cause the individual checks to be mailed to each Class Member as soon as reasonably practicable, but no more than thirty (30) days following the Effective Date.

- c) **Responsibilities of Defendant:** Zachry shall, within five (5) days of the Effective Date (defined below), fund the Settlement Administrator with the Settlement Amount.
- d) **Responsibilities of Class Counsel:** Class Counsel shall be responsible for responding to Class Members' questions arising from or related to the Settlement Agreement.
- e) **Class Representative Service Payment:** Subject to the Bankruptcy Court's approval, Plaintiff Avis Lamotte, as the Class Representative, shall be entitled to a one-time payment of \$2,000 (the "Class Representative Service Payment"), for her services on behalf of the Class, payable from the Settlement Amount in addition to her share of the Settlement Amount.
- f) **Class Counsel's Fees:** Subject to the Court's approval, Class Counsel shall receive attorneys' fees and costs in the maximum amount of \$2,333,333.34, plus reasonable and actual incurred expenses ("Class Counsel's Fees and Expenses").
- g) **Effective Date:** The Settlement Agreement shall only become effective on the date on which the order approving the Settlement Agreement becomes a "final order" (the "Effective Date"). The final settlement order shall become a final order (a) when the period for filing any appeal, writ, or other appellate proceeding opposing the Settlement has elapsed without any appeal, writ, or other appellate proceeding having been filed; (b) when any appeal, writ, or other appellate proceeding opposing the Settlement has been dismissed finally and conclusively with no right to pursue further remedies or relief; or (c) when any appeal, writ, or other appellate proceeding has upheld the Bankruptcy Court's Final Approval Order with no right to pursue further remedies or relief. Upon the Effective Date, the Settlement Agreement shall be effective as to all Class Members.
- h) **Release:** Upon the Effective Date, except for any rights arising out of, provided for, or reserved in this Settlement Agreement, the Class Representative and each Class Member, for, and on behalf of themselves and their respective agents, attorneys, heirs, representatives, or assigns (the "Releasing Parties"), will fully and forever release and discharge the Debtors and their affiliates, and the Debtors' estates, subsidiaries, predecessors, parent(s), successors, assigns, officers, directors, shareholders, agents, employees, professionals, partners, members, insurers, accountants, attorneys, representatives, and other agents, as well as their respective predecessors, successors, and assigns (the "Released Parties"), of, and from, any, and all, claims, demands, debts, liabilities, obligations, liens, actions and causes of action, costs, expenses, attorneys' fees, and damages of whatever kind or nature, at law, in equity and otherwise, whether known or unknown, liquidated or unliquidated, contingent or non-contingent, asserted or unasserted, fixed or not, matured or unmatured, disputed or undisputed, anticipated, suspected, or disclosed, that the Releasing Parties may have had, now have, or hereafter may have against the Released Parties, which were asserted in the Complaint, proof of claim on behalf of the Class, the proofs of claim by Class Members, or which materially relate to, or arise from, the violations of the WARN Act alleged in the Class Action (the "Released Claims"). On the Effective Date, all Released Claims are deemed settled, released, withdrawn, and dismissed in their entirety, on the merits, with prejudice. The Releasing Parties expressly waive and release, to the fullest extent that the law permits, any and all provisions, rights, and benefits conferred by § 1542 of the California Civil Code, which provides:

Section 1542. Certain Claims Not Affected by General Release. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party;

or by any law of any state or territory of the United States, or principle of common law, which is similar, comparable, or equivalent to Section 1542 of the California Civil Code.

- i) **Taxation of each Class Member's Share of the Settlement:** The Settlement Administrator shall pay and report each individual Settlement Award as wages. The Settlement Administrator will report each individual Settlement Award to the appropriate taxing authorities on a Form W-2 issued to the Class Member with their individual taxpayer identification number. Each individual Settlement Award shall be subject to deductions for applicable taxes and withholdings as required by federal, state, and local law. Neither the Debtors, nor Class Counsel, will calculate, withhold, or pay any taxes from the distributions paid to Class Members under this Settlement Agreement. Each Class Member shall be responsible for calculating and paying all applicable federal, state, and local income taxes, as well as statutory taxes including, without limitation, Federal Insurance Contribution Act ("FICA") and federal and state unemployment insurance amounts ("UI"), associated with the individual fund distribution that the Class Member has received. Neither shall the Debtors nor Class Counsel be responsible for fulfilling any requisite reporting requirements. Neither the Debtors nor Class Counsel believe that any FICA or UI tax liabilities exist with respect to distributions made in respect of this Settlement Agreement and shall provide a statement with each payment expressing same. Plaintiff and the Class Members acknowledge that neither the Released Parties nor Defendant's counsel has provided or will provide any tax advice. Moreover, Plaintiff and the Class Members acknowledge they are solely and entirely responsible for the payment and discharge of all federal, state, and local taxes, if any, which may, at any time, be found to be due upon or as a result of any amount that is paid to them under this Settlement Agreement. Plaintiff and the Class Members agree to indemnify, defend, and hold the Released Parties from any claim or liability, or for any taxes and related penalties and/or interest, asserted against the Released Parties relating to the manner in which payments under this Settlement Agreement are allocated and paid.
- j) **Unclaimed Funds:** Any checks for a Class Member's Settlement Award which are not deposited, endorsed, or negotiated within 120 calendar days of their date of issuance shall be deemed unclaimed funds (the "Unclaimed Funds") on the 121st day following the date of such issuance and treated as described below. The same is true of funds for those who decide to Opt-Out of the Settlement Class.

The proposed Settlement will be presented to the Bankruptcy Court for final approval at the Fairness Hearing to be held on [_____], 202[] at [_:_] [a.m./p.m.] (prevailing Central Standard Time) at 515 Rusk, Courtroom 404, Houston, TX 77002.

The Bankruptcy Court will, at that time, decide whether the Settlement is fair, reasonable, and adequate to the Class Members and whether the request of Class Counsel for attorneys' fees and expenses should be approved. As explained below, you have the right to object to the proposed Settlement including the Class Counsel's request for attorneys' fees and expenses

and to appear in person at the Fairness Hearing to be heard, or to engage counsel to do so on your behalf.

WHAT TO DO IF YOU WANT TO RECEIVE A SHARE OF THE SETTLEMENT

To receive your share of the Settlement, there is nothing you need to do. Your check will be mailed to you following the final approval of the Settlement by the Bankruptcy Court. If the name or address information provided on this form is incorrect, please update your information with the Settlement Administrator by emailing robert.dewitte@kroll.com.

WHAT HAPPENS IF YOU DO NOTHING IN RESPONSE TO THIS NOTICE

If you do nothing in response to this notice, you will receive your share of the Settlement and you will be bound by the terms of the Settlement, including the release, described above. Therefore, you will not have the right to pursue any claims covered by the release against Zachry or the Released Parties and will be forever barred from doing so.

WHAT TO DO IF YOU WANT TO EXCLUDE YOURSELF FROM THE SETTLEMENT

You may preserve your right to pursue any claims you may have separately from the Adversary Case by choosing to “opt out” of the Settlement. If you choose not to participate in the Settlement and do not want to receive your Settlement Award, you must fill out the “opt-out” form (“Opt-Out Form”) and sign and mail it as directed on the form.

The Opt-Out Form must be postmarked no later than [_____], 202[___]. All Opt-Out Forms postmarked after that date will be disregarded, and any person who sends a late Opt-Out Form will be bound by the terms of the Settlement and not be able to pursue any claims separately from this lawsuit.

If you choose to Opt-Out, you will not receive any money from the Settlement, and you will not have any right to object to the Settlement.

If you choose to Opt-Out, unless you timely filed, by September 16, 2024, individual proof of claim in the Chapter 11 Cases asserting claims arising from the allegations set forth in the Complaint, you will be barred from any recovery in connection with the allegations set forth in the Complaint.

OBJECTIONS

If you believe the proposed Settlement is unfair or otherwise wish to object to the proposed Settlement, including Class Counsel’s Fees and Expenses, you must do so either in person or through counsel at the final Fairness Hearing. You may object by mailing a written statement bearing the caption of this case that appears on the first page of this notice setting forth the reason(s) for your objection to the United States Bankruptcy Court for the Southern District of Texas, 515 Rusk, Houston, TX 77902, and sending copies to (i) Class Counsel (Stranch, Jennings & Garvey, PLLC, Attention: J. Gerard Stranch, IV, Esq., gstranch@stranchlaw.com; Strauss Borrelli, PLLC, Samuel J. Strauss, Esq., sam@straussborrelli.com; Okin Adams Bartlett Curry, LLP, Attention: Matthew S. Okin, Esq., mokin@okinadams.com; Cohen & Malad, LLP, Lynn A. Toops, Esq., ltoops@cohenandmalad.com), and (ii) Counsel to Defendant (Ogletree, Deakins, Nash, Smoak & Stewart, P.C., Attention: Patrick F. Hulla, Esq., patrick.hulla@ogletree.com; White & Case LLP, Attention: Charles R. Koster, Esq., charles.koster@whitecase.com).

Objections must be **RECEIVED** by the Bankruptcy Court no later than [_____, ____], 202[_] and must include the case name and number, your name, address, and telephone number together with the basis for your objection.

You also have the right, but are not required, to retain counsel to appear for you, to object on your behalf and be heard at the Fairness Hearing at which the Bankruptcy Court will consider whether to finally approve the Settlement. If you do, then you will be responsible for your personal attorney's fees and costs. You or your counsel may also appear at the Fairness Hearing when the Bankruptcy Court considers your objection and final approval of the Settlement. If your objection is overruled or rejected by the Court, then you will be bound by the Settlement just as if you had not objected.

If you elect to engage counsel, your counsel must file a notice of appearance with the Bankruptcy Court no later than [_____, ____], 202[_] and at that time also file a statement setting forth any objections on your behalf. Copies of the notice of appearance and the objection must be mailed at the same time to (i) Class Counsel (Stranch, Jennings & Garvey, PLLC, Attention: J. Gerard Stranch, IV, Esq., gstranch@stranchlaw.com; Strauss Borrelli, PLLC, Samuel J. Strauss, Esq., sam@straussborrelli.com; Okin Adams Bartlett Curry, LLP, Attention: Matthew S. Okin, Esq., mokin@okinadams.com; Cohen & Malad, LLP, Lynn A. Toops, Esq., ltoops@cohenandmalad.com), and (ii) Counsel to Defendant (Ogletree, Deakins, Nash, Smoak & Stewart, P.C., Attention: Patrick F. Hulla, Esq., patrick.hulla@ogletree.com; White & Case LLP, Attention: Charles R. Koster, Esq., charles.koster@whitecase.com).

OTHER INFORMATION

Providing you with this notice does not mean that the Bankruptcy Court has any opinion as to the claims or defenses of the Parties.

Requests for more information should be made by phone, email, or first-class mail to Class Counsel as identified above.

If you have any questions, please do not write or call the Bankruptcy Court or counsel for Zachry.

EXHIBIT A-2

Opt-Out Form

OPT-OUT FORM

Lamotte v. Zachry Industrial, Inc.
United States Bankruptcy Court for the Southern District of Texas
Adversary Proceeding No. 24-03122 (MI)

I, the undersigned, have read the foregoing Notice and understand its contents. I, the undersigned, **do not** want to be part of the WARN Action or receive any benefits from the WARN Action and do not wish to be bound by the outcome of the WARN Action.

Signature

Address

Name (printed or type)

Telephone:

Date

If you do NOT wish to be included, send this completed form to:

Robert DeWitte, Managing Director
Kroll Settlement Administration LLC
167 North Green Street,
Chicago, IL 60607, United States
E: robert.dewitte@kroll.com
T: (312) 697-4971