

ENTERED

November 10, 2021

Nathan Ochsner, Clerk

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

In re:	§	Chapter 11
	§	
EPIC COMPANIES, LLC, <i>et al.</i>,	§	Case No. 19-34752
	§	
Debtors¹.	§	Jointly Administered
	§	
GOLIATH OFFSHORE HOLDINGS PTE, LTD,	§	
	§	
Plaintiff,	§	
	§	
v.	§	Adversary No. 21-03453
	§	
TRITON EQUIPMENT HOLDINGS, LLC and WHITE OAK GLOBAL ADVISORS, LLC.	§	
	§	
Defendants.	§	

STIPULATION AND AGREED ORDER OF DISMISSAL WITHOUT PREJUDICE**(Docket No. 23)** and 33

This Stipulation and Agreed Order is made by and between Plaintiff Goliath Offshore Holdings PTE, Ltd. (“**Goliath**”) and Defendant Triton Equipment Holdings, LLC (“**Triton**”). Goliath and Triton are collectively referred to as the (“**Parties**”).

WHEREAS, Goliath commenced this adversary proceeding on June 18, 2021 by filing its Complaint for Declaratory Judgment against White Oak Global Advisors, LLC (“**White Oak**”) and Alliance Energy Services, LLC (the “**Complaint**”);

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are as follows: Epic Companies, LLC (1473), Epic Diving & Marine Services, LLC (2501), Epic Applied Technologies, LLC (5844), Epic Specialty Services, LLC (8547), Epic Alabama Steel, LLC (6835), Epic San Francisco Shipyard, LLC (5763) and Zuma Rock Energy Services,

WHEREAS, by Stipulation and Agreed Order entered July 15, 2021 at ECF #10, Alliance Energy Services, LLC was dismissed without prejudice;

WHEREAS, also on July 15, 2021, Goliath filed its Amended Complaint against White Oak and Triton Equipment Holdings, LLC (“**Triton**”) (ECF #11);

WHEREAS, on August 31, 2021, Goliath filed its Second Amended Complaint against White Oak and Triton (ECF #19);

WHEREAS, by Stipulation and Agreed Order entered September 1, 2021 at ECF # 19, Goliath was authorized to file its Second Amended Complaint and White Oak and Triton had 30 days to file an answer or otherwise move in response to the Second Amended Complaint;

WHEREAS, in the Second Amended Complaint Goliath alleges that it has a first priority lien on the SD Unit² which survived the free and clear sale in accordance with the Sale Order’s terms. Second Amended Complaint p. 8, ¶32;

WHEREAS, in the Second Amended Complaint Goliath also “requests that the Court make a determination of all the parties’ rights in and to the SD Unit, including those of Plaintiff, Alliance, White Oak, and any other party claiming an interest in the SD Unit”. Second Amended Complaint at p. 11 ¶45;

WHEREAS, by Stipulation and Agreed Order entered October 14, 2021 (ECF #31), White Oak was dismissed without prejudice from this adversary proceeding;

WHEREAS, on September 28, 2021, Triton filed its Motion to Dismiss this adversary proceeding (ECF #23) alleging that the Bankruptcy Court lacked subject matter jurisdiction over this adversary proceeding;

LLC (1022). The address of the Debtors’ headquarters is: 1080 Eldridge Parkway, Suite 1300, Houston, Texas 77077.

² Capitalized terms not otherwise defined herein have the same meaning as used in the Complaint.

WHEREAS, the Parties have agreed (i) to litigate all lien, claim, and/or encumbrance related disputes involving the SD Unit in the U.S. District Court for the Eastern District of Louisiana (“**USDC EDLA**”), (ii) to irrevocably submit to the jurisdiction of the USDC EDLA, and (iii) to the dismissal without prejudice of this adversary proceeding; and

WHEREAS, based on the above representations and stipulations the Parties agree to (i) dismiss without prejudice this adversary proceeding, (ii) litigate all lien, claim, and/or encumbrance related disputes involving the SD Unit in the USDC EDLA, and (iii) irrevocably submit to the jurisdiction of the USDC EDLA.

NOW THEREFORE, IT IS HEREBY STIPULATED AND AGREED AS FOLLOWS:

- A. This adversary proceeding should be dismissed without prejudice.
- B. All lien, claim, and/or encumbrance related disputes involving the SD Unit should be addressed to, determined by, and enforced by the USDC EDLA, and all Parties should irrevocably submit to the jurisdiction of the USDC EDLA for this purpose and any related purpose.
- C. Each party should bear its own costs and fees, including all attorney’s fees.

NOW THEREFORE, IT IS HEREBY STIPULATED AND AGREED AND SO ORDERED AS FOLLOWS:

- 1. This adversary proceeding is dismissed without prejudice.
- 2. All lien, claim, and/or encumbrance related disputes involving the SD Unit shall be addressed to, determined by and enforced by the USDC EDLA, and the Parties irrevocably submit to the jurisdiction of the USDC EDLA for this purpose and any related purpose.
- 3. Each of the Parties shall bear its own costs and fees in this adversary proceeding, including all attorney’s fees.

APPROVED AND ORDERED

Signed: November 08, 2021.



DAVID R. JONES
UNITED STATES BANKRUPTCY JUDGE

(Signatures Continued on Next Page)

STIPULATED AND AGREED:

JACKSON WALKER LLP

Dated: October 21, 2021

Respectfully submitted,

/s/ David F. Waguespack

David F. Waguespack (LA Bar #21121)
Leann O. Moses (LA Bar #19439) (TX Bar
#15291750)

**CARVER DARDEN, KORETZKY,
TESSIER FINN, BLOSSMAN &
AREAUX, L.L.C.**

1100 Poydras Street, Suite 3100
New Orleans, LA 70163
Telephone: (504) 585-3814
Facsimile: (504) 585-3801

Counsel for Triton Equipment Holdings, LLC

/s/ Bruce J. Ruzinsky

Bruce J. Ruzinsky
SBOT TX 17469425)

Matt Cavenaugh

SBOT TX 24062656

mcavenaugh@jw.com

1401 McKinney Street, Suite 1900

Houston, Texas 77010

Telephone: (713) 752-4200

Facsimile: (713) 752-4221

Email: bruzinsky@jw.com

- and

PHELPS DUNBAR LLP

/s/ Miles P. Clements

Miles P. Clements

LA SB# 4184

miles.clements@phelps.com

Danielle Mashburn-Myrick

AL SB# 7798-F33F

danielle.mashburn-myrick@phelps.com

Zachry J. Ardoin

LA SB# 37575

zachry.ardoin@phelps.com

P.O. Box 2727

Mobile, AL 36652-2727

504-584-9247 – Telephone

251-433-1820 – Facsimile

**COUNSEL FOR PLAINTIFF GOLIATH
OFFSHORE HOLDINGS PTE, LTD**