

**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
	§	
Debtor.	§	

**OFFICIAL COMMITTEE OF UNSECURED CREDITORS' NOTICE OF RULE 2004  
EXAMINATION OF ACQUA LIANA CAPITAL PARTNERS, LLC AND REQUEST  
FOR PRODUCTION OF DOCUMENTS AND SUBPOENA DUCES TECUM**

To: The Senior Executive Officers of Acqua Liana Capital Partners, LLC, 192 Summerfield Court, Suite 203, Roanoke, Virginia 24019, and via its registered agent for service of process, Corporation Service Company, 211 E. 7<sup>th</sup> Street, Suite 620, Austin, Texas 78701.

PLEASE TAKE NOTICE, that pursuant to Rule 2004 and 9016 of the Federal rules of Bankruptcy Procedure (the "Bankruptcy Rules") and Rule 2004-1 of the Local Rule of Bankruptcy Procedure (the "Bankruptcy Local Rules"), the Official Committee of Unsecured Creditors (the "Committee") appointed in the above-captioned, jointly administered bankruptcy cases of Epic Companies, LLC, and its affiliated debtors in bankruptcy (collectively, the "Debtors"), hereby files and serves this Notice of a Rule 2004 Examination and Request for Production of Documents and Subpoena Duces Tecum of Acqua Liana Capital Partners, LLC ("Acqua Liana").

The Committee intends to conduct the examination Acqua Liana Capital Partners, LLC's designated corporate representative on October 30, 2019 at 10:00 a.m. or such other time as mutually agreed to by Acqua Liana and the Committee, at 192 Summerfield Court, Suite 203, Roanoke, Virginia 24019. The examination will be recorded stenographically and/or by video. The examination will continue from day to day until completed.

Acqua Liana is also required to produce the documents and electronic information in accordance with the instructions and as listed in **Exhibit "A"** attached hereto to the undersigned counsel no later than 24 hours before the above-stated time of the examination at the location specified for the examination.

The topics of the deposition are listed in **Exhibit "B"** attached hereto.

In the event that Acqua Liana does not intend to appear or Any documents, email notice must be provided to the undersigned in order to avoid a motion seeking costs and attorneys' fees incurred no later than 48 hours before the above-stated time of the examination.

Dated: October 24, 2019

Respectfully submitted,

**MUNSCH HARDT KOPF & HARR, P.C.**

By:     /s/ Jay H. Ong    

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**ATTORNEYS FOR THE OFFICIAL  
COMMITTEE OF UNSECURED CREDITORS  
OF EPIC COMPANIES, LLC, *ET AL.***

**CERTIFICATE OF CONFERENCE**

I, the undersigned, hereby certify that I have as yet been unable to confer with counsel for Acqua Liana as to this requested examination as Acqua Liana has not appeared in the bankruptcy cases.

/s/ Jay H. Ong

Jay H. Ong

**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that on the 24<sup>th</sup> day of October, 2019, he caused to be served a true and correct copy of the foregoing document upon counsel for the Debtors and White Oak Global Advisors, LLC via electronic transmission and by U.S. first class mail as follows:

John F. Higgins  
Porter Hedges, LLP  
1000 Main Street, 36th Floor  
Houston, Texas 77002

*Counsel for Debtors*

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*Counsel for White Oak Global Advisors, LLC*

/s/ Jay H. Ong

Jay H. Ong

**EXHIBIT A - REQUESTS FOR DOCUMENTS**

In addition to the defined terms set forth above, for the purposes of this examination, and the items subject to production set forth below, the Definitions (regardless of capitalization) and Instructions below shall be utilized.

**I. DEFINITIONS**

As used herein, the following terms shall have the following meanings, irrespective of capitalization:

A. "Acqua Liana" "You" and "Your" means Acqua Liana Capital Partners, LLC, including but not limited to its officers, directors, advisors, employees and agents, each in their capacities as such.

B. "Alabama Shipyard" means any and/or all of EPIC Alabama Holdings, LLC; EPIC Maritime Asset Holdings, LLC; EPIC Alabama Maritime Assets, LLC; EPIC Alabama Shipyard, LLC; EPIC Recycling Services, LLC; EPIC Alabama Recyclers, LLC, each of the foregoing including but not limited to its officers, directors, advisors, employees and agents, each in their capacities as such.

C. "Alliance" means Alliance Energy Services, LLC, including but not limited to its officers, directors, advisors, employees and agents, each in their capacities as such.

D. "Bankruptcy Cases" means the jointly administered Chapter 11 cases voluntarily commenced by the Debtors and pending before the Bankruptcy Court under Case No. 19-34752.

E. "Bankruptcy Court" means the United States Bankruptcy Court for the Southern District of Texas, Houston Division.

F. "Clarke" means any and/or all of Thomas M. Clarke; Ana M. Clarke; Clarke Investments, LLC; Orinoco; Acqua Liana; each of the foregoing including but not limited to its officers, directors, advisors, employees and agents, each in their capacities as such; and any other

entity owned in whole or in part by the foregoing that was involved in any way with the Debtors or the Debtor Affiliates.

G. "Communication" means any contact or act by which information, of any form or nature, is transmitted or conveyed from one Person to another Person or between or among two or more Persons, regardless of whether conveyed through verbal, oral, visual, written, electronic, and/or through any other mode or medium or expression.

H. "Debtors" or "Debtor Entities" means any and/or all of Epic Companies, LLC; Epic Diving & Marine Services, LLC; Epic Applied Technologies, LLC; EPIC Specialty Services, LLC; Epic Alabama Steel, LLC; Epic San Francisco Shipyard, LLC; Zuma Rock Energy Services, LLC, and TSB Offshore, Inc.

I. "Debtor Affiliates" means any and/or all of Ranger, Alabama Shipyard, and TSB.

J. "Document" has the broadest meaning cognizable under the Federal Rules of Civil Procedure, and specifically means any: (a) handwritten, typed, and/or printed Communication or matter of any kind, including, without limitation, agreements, contracts, correspondence, forecasts, memoranda, notes, jottings, speeches, press releases, diaries, examinations, statistics, letters, facsimiles, telegrams, minutes, time records, payroll records, expense records, reports, studies, training manuals, canceled checks, statements, receipts, delivery tickets, returns, summaries, work orders, purchase orders, pamphlets, books, prospectuses, statements of operation, offers, notations or written memorializations of any conversations, telephone calls, meetings, or other Communications, bulletins, printed matter, computer printouts, teletypes, invoices, and worksheets, and all drafts, alterations, modifications, changes, and amendments of any of the foregoing, and shall include the originals and all non-identical copies thereof, whether different from the originals by reason of any notation made on such copies or otherwise; (b) graphic or aural

records or representations of any kind, including, without limitation, photographs, charts, graphs, microfiche, microfilm, videotapes, recordings, and motion pictures; and (c) electronic, mechanical or electric records or representations of any kind, including, without limitation, e-mails, tapes, cassettes, disks, recordings, and transcriptions of the foregoing.

K. "Each" means each and every.

L. "Loan" means any loan, note, deed of trust, extension of credit, line of credit, credit facility, or other transaction in which You provided funds in return for a promise of repayment.

M. "Oakridge" means Oakridge Energy Partners, LLC, including but not limited to its officers, directors, advisors, employees and agents, each in their capacities as such.

N. "Orinoco" means Orinoco Natural Resources, LLC, including but not limited to its officers, directors, advisors, employees and agents, each in their capacities as such.

O. "Person(s)" means and includes natural persons, firms, associations, agencies, and/or other organizations and entities cognizable by law, including, without limitation, private corporations, public corporations, partnerships, unincorporated associations, firms, offices, governments, governmental or political entities, and expressly includes officers, directors, advisors, employees and agents, each in their capacities as such.

P. "Petition Date" means August 26, 2019.

Q. "Ranger" means any and/or all of Navarro Capital Partners, LLC; Ranger Offshore International, LLC; Ranger Offshore Mexico, S. de R.I. de C.V.; Gerson Arreola MX National; Remuda Shipping, S. de R.I. de C.V., Remuda Offshore, S. de R.I. de C.V.; each of the foregoing including but not limited to its officers, directors, advisors, employees and agents, each in their capacities as such.

R. "Relating To" means embodying, pertaining to, concerning, constituting, comprising, reflecting, discussing, referring to or having any logical or factual connection whatever with the subject matter in question.

S. "Requests" means the Requests for Production of Documents set forth in Section III of this Exhibit A, collectively, with each such numbered request thereunder being a "Request".

T. "Sale Motion" means the Emergency Motion (I) for Entry of an Order (A) Approving Auction and Bid Procedures, Including Bid Protections, (B) Authorizing and Scheduling an Auction for the Sale of the Debtors' Assets, and (C) Granting Related Relief, and (II) For Entry of an Order (A) Approving the Sale of the Debtors' Assets Free and Clear of All Liens, Claims, Encumbrances, and Interests, (B) Authorizing the Assumption and Assignment of Executory Contracts and Unexpired Leases, and (C) Granting Related Relief, filed by the Debtors in the Bankruptcy Cases at Docket No. 13.

U. "TSB" means any and/or all of TETRA Applied Technologies, LLC; TSB Offshore, Inc.; and Maritech Resources, Inc.; each of the foregoing including but not limited to its officers, directors, advisors, employees and agents, each in their capacities as such.

V. "White Oak" means White Oak Global Advisors, LLC, including but not limited to its officers, directors, advisors, employees and agents, each in their capacities as such.

W. "Wiley" means any and/or all of David Alexander Wiley; Oakridge; Kewa Financial; and/or Sanare Energy Partners, LLC; each of the foregoing including but not limited to its officers, directors, advisors, employees and agents, each in their capacities as such.

## II. INSTRUCTIONS

Failure to Produce. If, for reasons other than a claim of privilege, You refuse to Any Documents described herein, please state the grounds upon which refusal is based with sufficient specificity to permit a determination of the propriety of such refusal.

Supplementation of Production. These Requests shall be deemed to be continuing and, therefore, pursuant to the provisions of Rule 26(e) of the Federal Rules of Civil Procedure, you shall supplement your production of Documents if subsequent to the date of the production you learn that the production was in some material respect incomplete or incorrect and that the additional or corrective Documents have not otherwise been made previously available to the Trustee and his counsel.

Scope. These Requests call for the production of all original Documents that are within Your possession, custody or control, or the possession, custody, or control of any of Your agents, attorneys or other representatives. In addition, these Requests call for the production of all copies of Documents and any drafts thereof (unless identical to other copies you have produced or are producing), preliminary or otherwise, which are within Your possession, custody or control or within the possession, custody, or control of any of your agents, attorneys or other representatives.

Singular/Plural. For the purposes of these Requests, the singular shall include the plural, and the plural shall include the singular.

“Any” means each, as well as all.

"And" and "Or". Such terms shall each be individually interpreted in every instance as meaning "and/or" and shall not be interpreted disjunctively to exclude any information. Similarly, "Including" shall each be interpreted in every instance as meaning "including but not limited to" and shall not be interpreted as having any exclusive meaning.

Gender. All words and phrases shall be construed as masculine, feminine, or neuter gender, according to the context, and "and" and "or" shall be construed disjunctively or conjunctively.

Tense. The past tense includes the present tense where the clear meaning is not distorted by change of tense, and *vice-versa*.

Inability to Respond. If you cannot respond to any of the Requests in full, please respond to the extent possible, indicating the part to which you are responding and submitting any supplemental information later.

Separate Responses. Each Request should be construed independently. No Request should be construed by reference to any other Request for the purpose of limiting the scope of the response to such Request. Notwithstanding, if a document is responsive to more than one request made herein, additional duplicates of that document need not be produced to the Committee.

Time Frame. Unless otherwise stated below, each of the following Subject Areas and Requests for Production of Documents encompasses the period beginning January 1, 2016, and continuing through the present.

### **III. REQUESTS FOR PRODUCTION**

1. The Loan application and other documents submitted in the past three years by any Person in order to obtain any Loan(s) from White Oak or You to any Debtors, any Debtor Affiliates, any other Clarke person or entity, Oakridge, Orinoco, and/or Wiley, including, but not limited to, any financial documents, projections, background materials, vessel specification materials, valuations, appraisals, or other documents.

2. The package(s) You submitted to Your loan committee or underwriters in connection with the application(s) for any Loan(s) you provided to any Debtors and/or any Debtor Affiliates.

3. Any additional documents provided to You by any Person in connection with any extensions or amendments of any transactional documents under any Loans referenced in Request No. 1 above, or in connection with any guarantees granted in connection therewith.

4. Any communications or representations by other Clarke persons or entities, Wiley, the Debtors, and/or the Debtor Affiliates regarding the intended use of the proceeds of any Loans referenced in Request No. 1 above.

5. Any reports, financials, or other communications from any other Clarke persons or entities, Wiley, the Debtors, and/or the Debtor Affiliates reflecting or regarding the actual use of the proceeds of any Loans referenced in Request No. 1 above.

6. All financial analyses relating to the Debtors, the Debtor Affiliates, other Clarke persons or entities, and/or Wiley.

7. All financials, statements of cash flows, income statements, balance sheets, or other financial information provided to You by the Debtors, the Debtor Affiliates, other Clarke persons or entities, and/or Wiley.

8. All valuations, specifications, analyses, or other documents pertaining to the vessels or equipment owned by the Debtors or the Debtor Affiliates in the last two years.

9. All communications with any of the Debtors, the Debtor Affiliates, other Clarke persons or entities, Wiley, and/or Alliance.

10. All documents relating to any potential side agreements or other agreements or understandings involving White Oak and any of the Debtors, the Debtor Affiliates, other Clarke persons or entities, Wiley, and/or Alliance, relating to the Sale Motion, the sale proposed thereunder or the assets potentially to be sold pursuant to the Sale Motion.

11. All communications between you and any party other than Alliance regarding a potential purchase of the Debtors or their assets.

12. Any and all communications between you and any Debtor(s) regarding any Debtor's ability or prospects to seek or obtain alternate financing to provide any funds for the administration of the Bankruptcy Cases or prospective bankruptcy cases considered by any Debtor(s).

13. Any marketing materials, pitch materials, brokerage agreements, or other documents prepared by any broker retained to market the Debtors or their assets.

14. All documents relating to the marketing, or lack thereof, of or for the sale of any of the Debtors' assets.

15. Any appraisals or valuations of the assets of the Debtors or the Debtor Affiliates.

16. All documents relating to any contemplated transaction with Alliance.

17. All documents and communications between You and any Debtor(s) related to any potential sale of Debtors' assets.

18. All documents and communications between You and White Oak related to any Debtor(s) or Loans or potential Loans provided to any Debtor(s).

19. All communications between you, any of the Debtors, the Debtor Affiliates, any other Clarke person or entity, Wiley, and/or Alliance, regarding warrants held or to be held by Aqua Liana.

20. A copy of each contract (including all exhibits, appendices, side letters, etc.) between or among You and Alliance (including its owners, officers, or directors), including any written agreements that have been drafted but not yet executed.

21. A copy of each contract (including all exhibits, appendices, side letters, etc.) between or among You and any of the Debtors, the Debtor Affiliates, any other Clarke person or entity, and/or Wiley (including their owners, officers, or directors), including any written agreements that have been executed, or drafted but not yet executed.

22. All documents and communications concerning the purchase, sale, or transfer, or potential purchase, sale, or transfer, of the assets, business, or licenses of each Debtor, including draft and final term sheets, letters of intent, expressions of interest to purchase, offers to purchase, and asset purchase agreements.

23. All documents and communications concerning any valuation of any Debtor(s), any Debtor Affiliates, and/or any of their assets, including, without limitation, any surveys, appraisals, reserve reports, projections, forecast, business plans, models, drafts, work papers, analyses, memoranda, modifications, amendments, riders, written or oral communications and notes related thereto.

24. Any analyses of the potential proceeds or gross or net yields of any potential sale of any assets of the Debtors, including, but not limited to: (i) any analyses relating to the potential timing of any such sale; or (ii) any risks of depreciation casualty or other loss of assets or their value.

25. All documents and communications related to any personal guarantees of Clarke or Wiley.

26. A copy of your organizational structure (Organizational Chart) and any iteration thereof that was created within the past 3 years.

27. A copy of documents identifying all directors and officers of all Debtors.

28. A copy of the corporate structure of the Debtors and the Debtor Affiliates showing the hierarchy of employees, directors, and officers within the Debtors or the Debtor Affiliates.
29. All documents identifying members of the board(s) of all Debtors, and of all Debtor Affiliates.
30. All articles and constitutions of all Debtors and the Debtor Affiliates.
31. All resolutions, bylaws, and board policies of all Debtors and the Debtor Affiliates.
32. All calendar entries for Debtor board meetings for the past 3 years.
33. All Debtor board meeting minutes for the past 3 years.
34. All LLC agreements for any Debtors and Debtor Affiliates.
35. A copy of all insurance policies including Director and Officer policies of or insuring any Debtors and/or Debtor Affiliates.
36. Copies of Debtor board meetings regarding negotiating the sale or acquisition of any Debtors.
37. Copies of all board meeting agendas for the past 3 years of the Debtors and Debtor Affiliates.
38. All audio and/or video recordings of board meetings for the past 3 years of the Debtors and the Debtor Affiliates.
39. Copies of all complaints or petitions filed against You in the past 3 years.
40. All documents and communications identifying members of all board committees of the Debtors or Debtor Affiliates, including advisory, audit, compensation, executive, finance, governance, marketing and public relations, and strategic planning committees.
41. Copies of all board voting records for the last 3 years of the Debtors and the Debtor Affiliates.

42. All documents and communications related to seeking board approval to sell or acquire any Debtors or Debtor Affiliates within the past 3 years.

43. All documents and communications regarding executive compensation, including salaries, stock holdings, and bonuses drawn by each director and officer for the past 3 years of the Debtors or Debtor Affiliates.

44. All documents and communications regarding the determination of executive compensation, including salaries, stock holdings, and bonuses for each director and officer of the Debtors or Debtor Affiliates.

45. An accounting of all director and officer expense account for the past 3 years of the Debtors or Debtor Affiliates.

46. All documents and communications regarding the determination of expense account amounts for all directors and officers for the past 3 years of any Debtors or Debtor Affiliates.

47. All loan documents and corresponding security agreements regarding any amounts borrowed in the past 3 years by the Debtors or the Debtor Affiliates.

48. All promissory notes executed in the past 3 years by the Debtors or the Debtor Affiliates.

49. Copies of all documents and communications between You and the any of the Debtors, the Debtor Affiliates, any other Clarke person or entity, Wiley, and/or Alliance, in the past 3 years regarding any amounts borrowed or sought to be borrowed by the Debtors or the Debtor Affiliates or Alliance or You.

50. All documents and communications with any guarantors to any loan agreements in the past 3 years between You and any of the Debtors, the Debtor Affiliates, any other Clarke person or entity, Wiley, and/or Alliance.

51. All documents identifying guarantors of loans actually borrowed or sought to be borrowed in the past 3 years by any of the Debtors, the Debtor Affiliates, any other Clarke person or entity Clarke, Wiley, and/or Alliance.

52. Copies of all mortgages, including mortgages on any vessels in the past 3 years that were or are owned by any Debtors or the Debtor Affiliates.

53. Copies of all purchase agreements for any vessels of any Debtors or the Debtor Affiliates in the past 3 years.

54. Copies of all agreements for sale of any vessels of any Debtor or Debtor Affiliates in the past 3 years.

55. All copies of documents assigning rights to real property owned by any Debtor or Debtor Affiliate, over the last 3 years.

56. All liens associated with any real property owned by a Debtor or a Debtor Affiliate.

57. All documents and communications regarding lawsuits filed against any of the Debtors, the Debtor Affiliates, any other Clarke person or entity, Wiley, and/or Alliance, in the past 3 years.

58. All documents and communications regarding federal tax filings of the Debtors or the Debtor Affiliates in the last 3 years.

59. All documents and communications regarding Alliance's finances, including balance sheets, income statements, cash flow statements, and statements of shareholder equity for the past 3 years.

60. All documents and communications exchanged with shareholders regarding sale or acquisition of any Debtors or Debtor assets.

61. All documents and communications exchanged with shareholders regarding marketing of any Debtors or Debtor assets.

62. All documents and communications regarding any fundraising efforts of the Debtors or the Debtor Affiliates in the past 3 years.

63. All documents and communications exchanged with You regarding Your status as junior lender on any loans to any Debtor, or otherwise with White Oak.

64. All documents and communications regarding the foreclosure of equity interests in any Debtor in the past 3 years.

65. All documents and communications regarding the transfer of interest in any Debtor in the past 3 years.

66. All documents and communications regarding the management of debt and/or reduction of debt owed by any Debtor in the past 3 years.

67. All documents and communications regarding valuation of any Debtor within the past 3 years.

68. All documents and communications exchanged with any of the Debtors, the Debtor Affiliates, any other Clarke person or entity, Wiley, and/or Alliance, regarding valuation of the Debtors, their former affiliates, and/or assets ultimately purchased or owned by the Debtors and/or their former affiliates within the last 2 years.

69. All documents and communications regarding the use of any funds borrowed by any Debtor in the past 3 years.

70. All documents and communications regarding the use of any funds borrowed by Clarke in the past 3 years.

71. All documents and communications regarding the use of any funds borrowed by Wiley in the past 3 years.

72. All guaranty agreements signed by any person pertaining to Loans made to the Debtor or the Debtor Affiliates.

73. All documents and communications regarding splitting, dividing or reassigning any debt owed by or to any Debtor or Debtor Affiliate.

74. All documents and communications regarding any decision or consideration of any decision to file a petition for bankruptcy protection by any Debtor.

75. All documents and communications regarding sweeping funds from Debtor entity bank accounts within the past 2 years, including amounts withdrawn, dates withdrawn, and the allocations of withdrawn funds.

76. All document and communications regarding of value and/or consideration demanded and/or received in exchange for transfer of any equity interest in any Debtor or in exchange for transfer of any Debtor assets.

77. All documents regarding equity interests owned by any other Clarke person or entity in Acqua Liana.

78. All documents regarding equity interests owned by Wiley in Acqua Liana.

79. All documents and communications regarding prepetition efforts to secure post-petition financing by Debtor, White Oak, Acqua Liana or any other entity.

80. All documents and communications regarding the business model and services provided by Alliance.

81. All documents and prepetition communications exchanged with Alliance regarding the Debtors or their assets.

82. All documents and communications regarding the divestiture of TSB Offshore from any Debtor.

83. Copies of all deeds of trust or other ownership documents related to any Debtor's real property owned within the last 2 years.

**EXHIBIT B – TOPICS OF EXAMINATION**

The following list uses the definitions provided in Exhibit A.

1. Any and all potential claims that You seek to have released in connection with the sale of the Debtor's assets.
2. Your dealings with the Debtor, the Debtor Affiliates, White Oak, and Alliance.
3. The foregoing document requests, including the nature and custodian of Your records, any burden imposed by the requests, and any objection to producing the requested documents.
4. The subjects specified above for production of documents.