



ENTERED  
11/15/2019

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION**

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<b>In re:</b>	§	<b>Chapter 11</b>
<b>EPIC COMPANIES, LLC,</b>	§	<b>Case No. 19-34752 (DRJ)</b>
<b>Debtors.<sup>1</sup></b>	§	
	§	
	§	

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**ORDER GRANTING DEBTORS' EMERGENCY MOTION  
TO REJECT EQUIPMENT RENTAL AGREEMENT**

[Relates to Doc. No. 35]

The above-referenced debtors and debtors-in-possession (collectively, the “Debtors”) filed their *Emergency Motion to Reject Equipment Rental Agreement* (the “Motion”).<sup>2</sup> The Court has jurisdiction over the Motion and the relief requested in the Motion pursuant to 28 U.S.C. § 1334 and venue is proper in this District pursuant to 11 U.S.C. § 1408. The Motion is a core proceeding pursuant to 28 U.S.C. § 157(b)(2) and the Court may enter a final order on the Motion. The relief requested by the Motion is in the best interests of the Debtors, their estates, creditors, stakeholders, and other parties in interest and the Debtors gave sufficient and proper notice of the Motion and related hearings. Upon consideration of the Motion and First Day Declaration and after hearing statements in support of the Motion during proceedings before this Court, the Court finds that good cause exists to grant the requested relief.

It is therefore **ORDERED THAT:**

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<sup>1</sup> 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, LLC (1022). The address of the Debtors’ headquarters is: 1080 Eldridge Parkway, Suite 1300, Houston, Texas 77077.

<sup>2</sup> Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Motion.

1. The requirements of Bankruptcy Code section 365 and Federal Rule of Bankruptcy Procedure 6006 have been satisfied with respect to the Debtors' rejection of the Rejected Contracts.

2. The Equipment Rental Agreement, attached as **Exhibit A**, is hereby rejected as of the date of November 1, 2019.

3. Within 14 (fourteen) days of this Order, WWCS shall return all Leased Equipment to the Debtors at a time and location that is agreed upon by the Debtors and WWCS.

4. Nothing in the Motion or this Order shall prohibit the Debtors from filing one or more motions to reject executory contracts or unexpired leases.

5. The Debtors reserve all rights to contest any rejection claims and/or the characterization of any Lease as an unexpired lease.

6. The Court retains jurisdiction with respect to all matters arising from or related to the interpretation or implementation of this order.

7. Counsel for the Debtors shall serve a copy of this Order on the parties that received service of the Motion within three (3) days of the entry of this Order and to file a certificate of service with the Clerk of Court.

**Signed: November 15, 2019.**

  
\_\_\_\_\_  
DAVID R. JONES  
UNITED STATES BANKRUPTCY JUDGE

**Exhibit A**

**Equipment Rental Agreement**

**EQUIPMENT RENTAL AGREEMENT**

This Equipment Rental Agreement with all Schedule(s), (hereinafter referred to as the "Agreement"), is made between **EPIC APPLIED TECHNOLOGIES, LLC** ("Lessor"), and **WRIGHT'S WELL CONTROL SERVICES, LLC** ("Lessee").

**Lessor and Lessee agree as follows:**

1. **Lease.** Subject to and on the terms and conditions herein set forth, Lessor hereby agrees to lease to Lessee the personal property described as the "Equipment" on the respective Equipment Schedule attached hereto (the "Equipment Schedule"), consisting of all the equipment that Lessor (including any affiliate of Lessor) purchased from Lessee through that certain Asset Purchase and Sale Agreement dated as of August 29, 2018 by and between Lessee and Epic Companies, LLC, and which is currently located at Lessee's facility in Lake Charles, Louisiana.

2. **Term and Rent.** The term of this Agreement is six months (as may be extended pursuant to the terms of this Section 2, the "Term"). The Term shall commence on August 15, 2019 (hereinafter the "Effective Date"). Unless terminated as set forth in the following sentence, Lessee may extend the Term for an additional six (6) months by giving written notice, to Lessor, at least ten (10) days prior to the expiration of the initial six-month Term of this Agreement that commences on the Effective Date. In the event of a sale of the Equipment pursuant to Section 363 of the U.S. Bankruptcy Code (a "363 Sale"), this Agreement shall terminate on the effective date of the 363 Sale. Upon the termination of this Agreement, if requested by the buyer of the Equipment pursuant to the 363 Sale, Lessee shall return the Equipment within forty-five (45) days after such written notice and in compliance with all permitting requirements. The monthly rental rate for the Equipment is fifty thousand U.S. dollars (\$50,000) per month, payable in arrears, and paid no later than thirty days from Lessee's receipt of Lessor's monthly invoice. Lessor shall invoice Lessee monthly in arrears on the last day of the month. All payments by Lessee hereunder shall be payable at the office of Lessor set forth below, or at such other place as Lessor from time to time may designate in writing. Lessee may satisfy rental payment obligations to Lessor by offsetting rental payment obligations with sums owed to Lessee by Lessor under any other agreement or contract. After termination of this Agreement, all obligations of the parties shall cease except for the obligations of defense and indemnification as provided for in the Agreement. All indemnities set forth in the Agreement shall survive the termination of the Agreement. Lessee shall deliver possession of the Equipment, to the Lessor, at the same place at which it was received by Lessee and promptly upon the termination of this Agreement as set forth above.

3. **Taxes.** Lessor shall pay all taxes now or hereafter imposed by any governmental body or agency upon any Equipment, or the purchase, ownership, leasing transaction, or Equipment disposition or the rentals or other payments hereunder.

4. **Inspection and Acceptance.** Within seventy-two (72) hours of the Effective Date of this Agreement, Lessee shall acknowledge delivery and receipt of the Equipment and shall visually inspect the Equipment. Except for defects not determinable by a visual inspection, Lessee shall, within said 72 hour period, notify Lessor in writing of any visually apparent defects. If within said 72 hour period Lessee notifies Lessor in writing of the unacceptability of the Equipment, Lessee's obligation to lease the Equipment shall cease forthwith. Upon acceptance of the delivery and receipt of the Equipment, Lessee assumes the care, custody, supervision and control of the Equipment. At the end of the term of this lease, the Equipment shall be redelivered to Lessor at the same place at which it was received by Lessee.

5. **Reserved.**

6. **Insurance.** Lessee shall, at Lessee's sole cost and expense, maintain against such risks, insurance in such amounts as shown on Exhibit "A" hereto, (including, without limitation, casualty and property insurance with respect to the Equipment (collectively, the "Casualty Insurance") all risk and public liability insurance with respect to the Equipment), with carriers admitted to do business in the jurisdiction where the Equipment will be used. Lessor shall be included as an additional insured on the policies of Lessee but only (except with respect to

the Casualty Insurance) to the extent of Lessee's indemnification of Lessor as provided in this Agreement. Lessee shall provide Lessor with evidence of such insurance in standard ACORD form. The policies for such insurance shall provide that Lessor receive 30 days written notice of any termination, cancellation or alteration of the terms of such insurance, shall provide that the coverage afforded to Lessor shall not be rescinded, impaired or invalidated by any act or neglect of Lessee, and shall provide for waiver of subrogation.

7. **Use.** Lessee agrees to use the Equipment in a careful and prudent manner with competent agents, employees, or subcontractors in accordance with the specifications of the manufacturer of the Equipment.

8. **Maintenance.** Except as otherwise provided herein, during the term of this Agreement Lessee agrees, at its own expense, to make all repairs and replacements necessary to maintain, preserve, and keep the working Equipment in as good working order and condition as it was upon acceptance under this Agreement.

9. **Title; Personal Property; Encumbrances; Location.** Lessee covenants that:

- a. the Lessee will not change or remove any insignia, serial number or lettering of the Equipment; and
- b. the Lessee, during the term of this Agreement, will not sell, secrete, mortgage, assign, or encumber the Equipment or permit any new liens or charges (*i.e.*, liens or charges that arise after the Effective Date of this Agreement) to become effective thereon or permit or attempt to do any of the acts aforesaid. Lessee agrees, at Lessee's own expense, to take such action as may be necessary to remove any such encumbrance, new lien or charge and to prevent any third party from acquiring any other interest in any Equipment (including, without limitation, by reason of such Equipment being deemed to be a fixture or a part of any realty).

10. **Licenses, Permits and Compliance.** Lessee, at its sole expense, shall;

- a. comply with all applicable rules and regulations of any Federal, Provincial, State, County, City, local, municipal, governing, or regulatory agency (hereinafter referred to as "Governing Bodies") relating to the installation and operation of the Equipment, including, but not limited to, air emission, noise and environmental discharges; and
- b. obtain and maintain throughout the rental term, or any extension thereof, any and all licenses and/or permits and pay the fees thereof, if any, for Lessee to possess, use, and operate said Equipment. Lessee further agrees to defend, protect, indemnify and hold harmless Lessor from any and all liability associated with its failure to comply with the foregoing provision.

11. **Waste Disposal.** Lessee bears responsibility for disposal of liquids, solid, and hazardous waste discharged by the Equipment in accordance with federal, state and local environmental rules and regulations.

12. **Events of Default; Remedies; Expenses.** In the event that:

- a. Lessee shall default in the payment of any installment of rent or other sum payable under this Agreement, or a party shall default in the observance or performance of any other covenant or agreement in this Agreement and fail to cure said default within ten business days after receipt of written notice of the specific default from the non defaulting party; or
- b. Lessee shall dissolve, become insolvent (however evidenced) or bankrupt, commit any act of bankruptcy, make an assignment for the benefit of creditors, suspend the transaction of its usual business or consent to the appointment of a trustee or receiver, or a trustee or a receiver shall be appointed, or bankruptcy, reorganization, insolvency, or similar proceedings shall be instituted by or against Lessee or Lessor; or

- c. an order, judgment, or decree shall be entered against Lessee or Lessor by a court of competent jurisdiction and such order, judgment, or decree shall continue unpaid or unsatisfied and in effect for any period of 90 consecutive days without a stay of execution, or any execution or writ or process shall be issued in connection with any action or proceeding whereby the Equipment may be taken or restrained;

then the non-defaulting party may, by written notice to the defaulting party:

- (1) immediately terminate this Agreement; and/or
- (2) declare immediately due, and payable all rental installments and other sums hereunder forthwith due and payable whereupon the same shall forthwith become due and payable as liquidated damages and not as a penalty; and/or
- (3) proceed by appropriate court action or actions either at law or in equity, to enforce performance of the applicable covenants of this Agreement or to recover damages for the breach thereof.

13. **Holding Over.** Unless either party gives the other party 7 days written notice of termination prior to the expiration of any guaranteed minimum term, this Agreement will continue on a month-to-month basis as to the Equipment and with the same terms and conditions contained in paragraph 2 above. Any holding over after the expiration of the term may be terminated by either party giving the other party 7 days written notice of same. The terms and conditions of this Agreement shall remain in full force and effect until all of the Equipment is returned to Lessor at the place at which the Equipment was received by Lessee under this Agreement and all amounts owing by Lessee to Lessor hereunder have been paid or off-set.

14. **Indemnification.**

- a. Lessee shall release, protect, defend, indemnify and hold Lessor harmless from and against any loss, damage, liability, suit, expense, cost or claim for loss of or damage to Lessor's or Lessee's or Lessee's contractors' property or injury to or death of Lessor's or Lessee's or Lessee's contractors' employees, officers or directors to the extent arising out of or related to the Equipment or the use thereof by Lessee hereunder or performance of maintenance on the Equipment whether such maintenance is performed under this Agreement or some other agreement however occurring, including Lessor's negligence or strict liability but excluding Lessor's gross negligence or willful misconduct.
- b. In the event the performance of any obligations under this Agreement or a substitute agreement is subject to the laws of the State of Louisiana, the obligation to defend and indemnify the indemnitee for its own negligence causing personal injury to or death of any person shall be null and void.

15. **Savings Clause.** The parties agree that the indemnities in this Agreement are limited to the extent necessary to comply with applicable state or federal law and that this Agreement shall be deemed to be amended to comply with those laws to the extent their requirements are at variance with any indemnification provisions set forth in this Agreement.

16. **Limitation of Liability.** NOTWITHSTANDING ANYTHING CONTAINED IN THIS AGREEMENT TO THE CONTRARY, NEITHER PARTY HEREUNDER SHALL BE LIABLE TO THE OTHER PARTY FOR, NOR SHALL A PARTY PAY ON BEHALF OF THE OTHER PARTY, ANY INDIRECT OR CONSEQUENTIAL DAMAGES OR LOSSES (INCLUDING LOSS OF PRODUCTION, LOSS OF USE OF THE EQUIPMENT OR LOSSES FROM BUSINESS INTERRUPTION), PUNITIVE DAMAGES OR GOVERNMENTAL FINES OR PENALTIES, AND EACH PARTY HEREBY RELEASES THE OTHER



IN THIS REGARD.

17. **Assignment By Lessor.** Lessor may assign its rights but not its duties and obligations under this Agreement. Lessor warrants and represents to Lessee that Lessor is empowered to execute this Agreement, and that Lessee shall peaceably and quietly hold, possess, and use the Equipment during the term of any lease or rental without hindrance. Lessee, on receiving notice of any such assignment, shall abide thereby and make payment or off-set to whomever and wherever as may therein be directed. Following such assignment, the term "Lessor" shall be deemed to include or refer to Lessor's assignee and Lessor. In the event of an assignment, assignee and Lessor shall agree to abide by the terms and conditions of this Agreement, including any extensions thereof.

18. **No Assignment by Lessee.** Neither this Agreement nor Lessee's rights hereunder shall be assigned by Lessee except with Lessor's written consent. The conditions hereof shall bind any permitted successors and assigns of Lessee.

19. **Warranties.** Lessee acknowledges all Equipment rented hereunder and specified in the Schedule(s) is of the size, design and capacity selected for the operating conditions furnished to Lessor by Lessee and is suitable for Lessee's purposes. Lessee acknowledges that that Lessor is not the manufacturer or supplier of the Equipment and any quotations or recommendations made by Lessor are based on information supplied by Lessee and the manufacturer or supplier of the Equipment.

EXCEPT AS OTHERWISE STATED IN THIS AGREEMENT, THERE ARE NO EXPRESS WARRANTIES WITH RESPECT TO THE EQUIPMENT AND THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IN CONNECTION WITH THE LEASE OF THE EQUIPMENT, WHICH EXTEND BEYOND THE FACE HEREOF.

20. **Enforceability and irrevocability.** If any part hereof is contrary to, prohibited by or deemed invalid under applicable laws or regulations of any jurisdiction, such provision shall be inapplicable and deemed omitted, and the Agreement shall consist of the remaining provisions hereof.

21. **Miscellaneous.**

- a. No covenant or condition of this Agreement can be waived or changed except by the written consent of both parties. Forbearance or indulgence by a party in any regard whatsoever shall not constitute a waiver or change of the covenant or condition to be performed by the parties and until complete performance by the parties of said covenants or conditions, a party shall be entitled to invoke any remedy available to it under this Agreement or by law or equity despite said forbearance or indulgence. Waiver of any defaults shall not waive any other default.
- b. Service of all notices under this Agreement shall be sufficient if mailed to the party involved at its respective address set forth below, or at such address as such party may provide in writing. Any such notices mailed to such address shall be effective three work days after being deposited in the United States mail, return receipt requested, duly addressed and with postage prepaid.
- c. "Lessor" and "Lessee" as used in this Agreement shall include the heirs, executors, administrators, successors and/or assigns of such parties.
- d. If more than one Lessee executes this Agreement, their obligations under this Agreement shall be joint and several.
- e. The law governing this Agreement shall be that of the State of Texas in force at the date of this Agreement. Lessor and Lessee agree that venue of any lawsuit arising from or in connection with the terms of this Agreement shall be in Houston, Harris County, Texas.



- f. This Agreement contains the full understanding between the parties. No representation or promise has been made by either party to the other as an inducement to enter into this Agreement. Under this Agreement, Lessor and Lessee do not in any way or for any purpose become partners, joint venturers, or members of a joint enterprise.

22. **Force Majeure.** Lessor and Lessee shall not be liable in any manner for failure or delay in fulfillment of all or part of this Agreement, directly or indirectly owing to governmental actions, orders or restrictions, war, war-like conditions, revolution riot, looting, strike, lockout, fire, flood, or other external causes or circumstances beyond the Lessor's and/or Lessee's control.

[SIGNATURES ON FOLLOWING PAGE]



Executed this \_\_\_\_\_ day of August 2019.

LESSEE:

LESSOR:

WRIGHT'S WELL CONTROL SERVICES, LLC

EPIC APPLIED TECHNOLOGIES, LLC

By: 

By: 

Name: David C. Wright

Name: David Wiley

Title: President

Title: Managing Member

Address: 6072 Candice Lane  
Lake Charles, LA. 70615  
Phone: 337 502 4160  
Fax: \_\_\_\_\_

Address: 1080 Eldridge Parkway, Suite 1300  
Houston, TX 77077

## EQUIPMENT SCHEDULE

All equipment Wright's Well Control Services, LLC purported to sell to EPIC Applied Technologies, LLC and its affiliates in August of 2018 and further described below:

- Forklifts
- Offshore Baskets and Tool Boxes
- Shackles
- Communication Systems
- Hand Tools (Shop/Offshore)
- Hoses
- Cantilever Decks & Sub-base Frames
- Offshore Reel Inventory
- Hydraulic Power Packs
- Pumping Equipment & Tools
- Chart Recorders
- 2", 3", 4" Manifolds
- Chicksan Iron - 2" and 3"
- Pipe Handling Tools
- Tank & Separator
- Slick-Line Tools
- Electric-Line Tools
- DD Wireline Unit & Spool
- Portable Building & Tool Rooms
- Lubricator Rack Inventory
- Pressure Control Equipment
- Flanges & Spools
- Sub-Sea Tools
- Mechanical Cutting Equipment
- Hydraulic Tools and Air Compressor
- LEL & NORM Meter
- Elder Building & Travel Trailer
- Tongs & Fishing Tools

**EXHIBIT A**  
**INSURANCE**

Lessee shall, at its sole cost and expense, maintain insurance in such amounts as shown below, (including, without limitation, all risk and public liability insurance with respect to the Equipment), with carriers admitted to do business in the jurisdiction where the Equipment will be used.

- A. Workmen's compensation and employers liability insurance, including:
- (1) Statutory workmen's compensation in compliance with the laws of the jurisdiction in which the Lessee performs work.
  - (2) United States Longshoreman's and the Harbor Workers' Compensation Act coverage as amended and extended by the Outer Continental Shelf Lands Act and liability for admiralty benefits and damages under the Jones Act, Death on the High Seas Act and general maritime law, with a provision that claims "in rem" shall be treated as claims "in personam."
  - (3) Occupational disease coverage.
  - (4) Employer's liability with limits of liability of \$1,000,000.00 each person and \$1,000,000 each accident.
- B. Comprehensive general liability insurance covering the Equipment and any work performed therewith in all jurisdictions without exclusion, restrictions, or limitations relating to explosion, collapse, or underground hazards, and shall include independent contractor's coverage for work let or sublet including:
- (1) Contractual liability coverage.
  - (2) Completed operations coverage.
  - (3) Limits of liability for bodily injury \$1,000,000.00 each person and \$2,000,000.00 each accident; property damage \$2,000,000.00 each accident.
  - (4) Excess coverage in the form of an umbrella policy with limits of \$4,000,000.00 over primary limits.
- C. Automobile liability insurance covering all owned, non-owned and hired vehicles. The limits of liability are: bodily injury \$1,000,000.00 each person and \$2,000,000.00 each accident; property damage \$1,000,000.00 each accident; and excess coverage in the form of umbrella policy with limits of \$4,000,000.00 over the primary limits.
- D. Property and casualty insurance with such deductibles and covering such risks as are customarily carried by companies engaged in similar businesses and owning similar properties in localities where Lessee operates.

United States Bankruptcy Court  
Southern District of TexasIn re:  
Epic Companies, LLC  
Epic Alabama Steel, LLC  
DebtorsCase No. 19-34752-drj  
Chapter 11**CERTIFICATE OF NOTICE**

District/off: 0541-4

User: VrianaPor  
Form ID: pdf002Page 1 of 4  
Total Noticed: 34

Date Rcvd: Nov 15, 2019

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Nov 17, 2019.

db +Epic Alabama Steel, LLC, 1080 Eldridge Parkway, Suite 1300, Houston, TX 77077-2583  
db +Epic Applied Technologies, LLC, 1080 Eldridge Parkway, Suite 1300, Houston, TX 77077-2583  
db +Epic Companies, LLC, 1080 Eldridge Parkway, Suite 1300, Houston, TX 77077-2583  
db +Epic Diving & Marine Services, LLC, 1080 Eldridge Parkway, Suite 1300, Houston, TX 77077-2583  
db +Epic San Francisco Shipyard, LLC, 1080 Eldridge Parkway, Suite 1300, Houston, TX 77077-2583  
db +Epic Specialty Services, LLC, 1080 Eldridge Parkway, Suite 1300, Houston, TX 77077-2583  
db +Zuma Rock Energy Services, LLC, 1080 Eldridge Parkway, Suite 1300, Houston, TX 77077-2583  
aty +Andrew V. Tenzer, PaulHastings, LLP, 600 Travis Street, 58th Floor, Houston, TX 77002-3009  
aty +Michael S Waskiewicz, Burr Forman LLP, 50 N Laura Street, Ste 3000, Jacksonville, FL 32202-3658  
aty +Thomas M Dupont, 5900 Highway 90 East, Broussard, LA 70518-5701  
intp +Alliance Offshore, LLC, c/o David F. Waguespack, 1100 Poydras Street, Suite 3100, New Orleans, LA 70163, USE 70163-1102  
cr +American Longshore Mutual Association, Ltd. throug, c/o Leann O. Moses, 1100 Poydras Street, Suite 3100, New Orleans, LA 70163-1102  
intp +Arena Offshore LP, Arena Offshore LP, 4200 Research Forest Drive, Suite 500, The Woodlands, TX 77381, UNITED STATES 77381-4224  
cr +Chalos & Co, P.C., Chalos & Co, P.C., 7210 Tickner Street, Houston, TX 77055, UNITED STATES 77055-6935  
cr +DANOS L L C, ATTN DANOS L L C, 3878 WEST MAIN STREET, GRAY LA 70359-6203  
(address filed with court: Danos, L.L.C., 3878 West Main Street, Gray, LA 70359)  
cr +David Wright, 28019 Buena Way, Spring, Tx 77386-2819  
intp +Fairways Offshore Exploration, Inc., c/o McDowell Hetherington LLP, Attention: Jarrod B. Martin, 1001 Fannin, Suite 2700, Houston, TX 77002-6736  
cr +Frederick J. Guidry, c/o Jason Welborn, P. O. Box 2053, Lafayette, LA 70502-2053  
cr +Greene's Energy Group, LLC, 440 Louisiana, Suite 718, Houston, TX 77002, UNITED STATES 77002-1058  
cr +Gulf Oceanic Marine Contractors, Inc., P.O. Box 99, Bourg, LA 70343-0099  
cr +McMoran Oil & Gas, LLC, Locke Lord LLP, Omer F. Kuebel, III, Bradley C. Knapp, 601 Poydras St., Suite 2660, New Orleans, LA 70130-6032  
cr +New Industries, LLC, c/o Barnet B. Skelton, Jr., 815 Walker, Suite 1502, Houston, TX 77002-5832  
intp +Offshore Domestic Group, LLC, c/o McDowell Hetherington LLP, Attention: Jarrod B. Martin, 1001 Fannin, Suite 2700, Houston, TX 77002-6736  
intp +Offshore Express, LLC, c/o McDowell Hetherington LLP, Attention: Jarrod B. Martin, 1001 Fannin, Suite 2700, Houston, TX 77002-6736  
cr +Offshore Technical Solutions, LLC, 690 S. Hollywood Rd, Houma, LA 70360-3226  
cr +Taylors International Services, Inc., C/O Stephen C. Jackson, 1901 6th Ave North, 2400 Regions/Harbert Plaza, Birmingham, AL 35203  
intp +Triton Heavy Lift Services, LLC, c/o David F. Waguespack, 1100 Poydras Street, Suite 3100, New Orleans, LA 70163-1102  
intp +White Oak Global Advisors, LLC, PaulHastings, LLP, c/o Peter S. Burke, 515 South Flower Street, 25th Floor, Los Angeles, CA 90071-2228  
cr +Williams Field Services-Gulf Coast Company, L.P., c/o Steven W. Soule, Hall, Estill, et al., 320 South Boston Avenue, Suite 200, Tulsa, OK 74103-3705  
cr +Wilson Heavy Industry Co. Ltd., 2925 Briarpark Dr., Suite 675, Houston, TX 77042-3781  
cr +Wright's Well Control Services LLC, 28019 Buena Way, Spring, Tx 77386-2819

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.

cr +E-mail/Text: c.rodrique@bluewaterrubber.com Nov 15 2019 21:35:07  
Bluewater Rubber & Gasket Company, 1119 Barrow Street, P O Drawer 190, Houma, LA 70361-0190  
cr E-mail/Text: david.cedro@danos.com Nov 15 2019 21:33:59 Danos, L.L.C., 3878 West Main Street, Gray, LA 70359  
cr E-mail/Text: accounting@dhdoffshore.com Nov 15 2019 21:32:36 DHD Offshore Services, LLC, 7889 Hwy 182 E, Morgan City, LA 70380  
cr E-mail/Text: houston\_bankruptcy@LGBS.com Nov 15 2019 21:35:16 Harris County, Linebarger Goggan Blair & Sampson LLP, C/O John P. Dillman, PO Box 3064, Houston, TX 77253-3064

TOTAL: 4

\*\*\*\*\* BYPASSED RECIPIENTS (undeliverable, \* duplicate) \*\*\*\*\*

aty Norton Rose Fulbright US LLP  
cr Acadiana Rubber & Gasket Co.  
cr Acqua Liana Capital Partners, LLC  
cr Aqueos Corporation  
cr Austin Waterman  
cr Blue Cross Blue Shield of Texas, a Division of Hea  
cr Bollinger Fourchon, LLC  
cr Bordelon Marine, LLC  
cr Candy Apple, LLC

District/off: 0541-4

User: VrianaPor  
Form ID: pdf002Page 2 of 4  
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Date Rcvd: Nov 15, 2019

## \*\*\*\*\* BYPASSED RECIPIENTS (continued) \*\*\*\*\*

cr Curtin Maritime Corporation  
 cr Cypress Energy Partners L.P.  
 cr Dan Bunkering (America) Inc.  
 cr Echo Offshore, LLC  
 op Epiq Corporate Restructuring, LLC  
 cr Express Supply and Steel, LLC  
 cr Fugro USA Marine, Inc.  
 cr Garber Bros, Inc.  
 cr Goliath Offshore Holdings PTE.LTD, in pesonam  
 cr Gulf Coast Manufacturing, LLC  
 app Hilco Valuation Services, LLC  
 cr ITC Global, Inc.  
 cr Industrial Diesel Services, Inc.  
 cr M/V Nor Goliath, in rem  
 cr MM Industrial Fabrication, LLC  
 cr Medsafe, Inc. and W. Joe Shaw, Ltd.  
 cr National Oilwell Varco, L.P. d/b/a NOV Quality Tub  
 cr Oceanwide Cypress Ltd.  
 cr Oceanwide Netherlands BV  
 cr Oceanwide Texas, Inc.  
 cr Stern Offshore, B.V.  
 crcm The Official Committee of Unsecured Creditors  
 intp Vertex Services, LLC  
 cr Work Boat Electric Services, Inc.

TOTALS: 33, \* 0, ## 0

Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP.  
 USPS regulations require that automation-compatible mail display the correct ZIP.

Transmission times for electronic delivery are Eastern Time zone.

Addresses marked '++' were redirected to the recipient's preferred mailing address  
 pursuant to 11 U.S.C. 342(f)/Fed.R.Bank.PR.2002(g)(4).

**I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.**

**Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed. R. Bank. P. 2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.**

Date: Nov 17, 2019

Signature: /s/Joseph Speetjens

## CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on November 15, 2019 at the address(es) listed below:

Barnet B Skelton, Jr on behalf of Creditor New Industries, LLC barnetbjr@msn.com  
 Basil A Umari on behalf of Interested Party Vertex Services, LLC basil@umarilaw.com  
 Benjamin W Kadden on behalf of Debtor Epic Companies, LLC bkadden@lawla.com,  
 mnguyen@lawla.com  
 Bradley Clay Knapp on behalf of Creditor McMoran Oil & Gas, LLC bknapp@lockelord.com,  
 Yamille.Harrison@lockelord.com  
 Brian A Kilmer on behalf of Creditor Aqueos Corporation bkilmer@kcq-lawfirm.com,  
 bkilmer@ecf.courtdrive.com  
 Brian A. Baker on behalf of Creditor National Oilwell Varco, L.P. d/b/a NOV Quality Tubing  
 brian.baker@stacybakerlaw.com  
 Bruce J. Ruzinsky on behalf of Creditor Goliath Offshore Holdings PTE.LTD, in pesonam  
 bruzinsky@jw.com, ygalvin@jw.com/msalinas@jw.com  
 Bruce J. Ruzinsky on behalf of Creditor M/V Nor Goliath, in rem bruzinsky@jw.com,  
 ygalvin@jw.com/msalinas@jw.com  
 C Larry Carbo on behalf of Creditor Danos, L.L.C. larry.carbo@chamberlainlaw.com,  
 tracie.jones@chamberlainlaw.com; tres.gibbs@chamberlainlaw.com  
 Chelsea J Lu on behalf of Creditor Dan Bunkering (America) Inc. chelsea.lu@arlaw.com  
 Christopher Donald Johnson on behalf of Creditor Committee The Official Committee of  
 Unsecured Creditors cjohnson@munsch.com, rcarterbridges@munsch.com  
 Cynthia Castanon on behalf of Creditor National Oilwell Varco, L.P. d/b/a NOV Quality Tubing  
 Cynthia.castanon@stacybakerlaw.com  
 David F Waguespack on behalf of Interested Party Alliance Offshore, LLC  
 waguespack@carverdarden.com, docket@carverdarden.com/plaisance@carverdarden.com  
 David F Waguespack on behalf of Interested Party Triton Heavy Lift Services, LLC  
 waguespack@carverdarden.com, docket@carverdarden.com/plaisance@carverdarden.com  
 Edward H Arnold, III on behalf of Creditor Candy Apple, LLC harnold@bakerdonelson.com

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Total Noticed: 34

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The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system (continued)

Edward Russell March, III on behalf of Creditor MM Industrial Fabrication, LLC  
erm@johnstoneadams.com

Eric Jonathan Rhine on behalf of Interested Party Vertex Services, LLC erhine@spaglaw.com

Eric Michael English on behalf of Debtor Epic Companies, LLC eenglish@porterhedges.com,  
emoreland@porterhedges.com;ksteverson@porterhedges.com;eliana-garfias-8561@ecf.pacerpro.com

Eric Michael English on behalf of Plaintiff Epic Diving & Marine Services, LLC  
eenglish@porterhedges.com,  
emoreland@porterhedges.com;ksteverson@porterhedges.com;eliana-garfias-8561@ecf.pacerpro.com

Evan Nicholas Parrott on behalf of Creditor Taylors International Services, Inc.  
eparrott@maynardcooper.com

Genevieve Marie Graham on behalf of Debtor Epic Companies, LLC ggraham@porterhedges.com,  
emoreland@porterhedges.com

Genevieve Marie Graham on behalf of Plaintiff Epic Diving & Marine Services, LLC  
ggraham@porterhedges.com, emoreland@porterhedges.com

George Robert Parrott, II on behalf of Creditor Express Supply and Steel, LLC  
robert.parrott@arlaw.com, vicki.owens@arlaw.com

George Robert Parrott, II on behalf of Creditor Dan Bunkering (America) Inc.  
robert.parrott@arlaw.com, vicki.owens@arlaw.com

H Kent Aguillard on behalf of Creditor Frederick J. Guidry kaguillard@yhalaw.com,  
gneumeyer@yhalaw.com

Hector Duran, Jr on behalf of U.S. Trustee US Trustee Hector.Duran.Jr@usdoj.gov

I. Danielle Mashburn-Myrick on behalf of Creditor Goliath Offshore Holdings PTE.LTD, in  
pesonam danielle.mashburn-myrick@phelps.com, angela.allen@phelps.com

I. Danielle Mashburn-Myrick on behalf of Creditor M/V Nor Goliath, in rem  
danielle.mashburn-myrick@phelps.com, angela.allen@phelps.com

J Stephen Simms on behalf of Creditor McAllister Towing of New York, Inc.  
jssimms@simssshowers.com,  
dmhnat@simssshowers.com;cjlyon@simssshowers.com;jdallen@simssshowers.com

J Stephen Simms on behalf of Creditor Central Boat Rentals, Inc. jssimms@simssshowers.com,  
dmhnat@simssshowers.com;cjlyon@simssshowers.com;jdallen@simssshowers.com

James Scott Douglass on behalf of Creditor Acadiana Rubber & Gasket Co. jsd@aol.com

James Scott Douglass on behalf of Creditor Stern Offshore, B.V. jsd@aol.com

Jarrod B. Martin on behalf of Interested Party Fairways Offshore Exploration, Inc.  
Jarrod.Martin@mhllp.com, Lara.Coleman@mhllp.com;atty\_jmartin@bluestylus.com

Jarrod B. Martin on behalf of Interested Party Offshore Express, LLC Jarrod.Martin@mhllp.com,  
Lara.Coleman@mhllp.com;atty\_jmartin@bluestylus.com

Jarrod B. Martin on behalf of Interested Party Offshore Domestic Group, LLC  
Jarrod.Martin@mhllp.com, Lara.Coleman@mhllp.com;atty\_jmartin@bluestylus.com

Jay Ong on behalf of Creditor Committee The Official Committee of Unsecured Creditors  
jong@munsch.com, amays@munsch.com

Jeffrey Dale Stewart on behalf of Creditor Greene's Energy Group, LLC  
jstewart@wellscuellar.com

John A Mouton, III on behalf of Creditor DHD Offshore Services, LLC john@jmoutonlaw.com,  
tammy@jmoutonlaw.com

John F Higgins, IV on behalf of Debtor Epic Applied Technologies, LLC  
jhiggins@porterhedges.com,  
ksteverson@porterhedges.com;emoreland@porterhedges.com;eliana-garfias-8561@ecf.pacerpro.com

John F Higgins, IV on behalf of Debtor Epic Diving & Marine Services, LLC  
jhiggins@porterhedges.com,  
ksteverson@porterhedges.com;emoreland@porterhedges.com;eliana-garfias-8561@ecf.pacerpro.com

John F Higgins, IV on behalf of Debtor Epic San Francisco Shipyard, LLC  
jhiggins@porterhedges.com,  
ksteverson@porterhedges.com;emoreland@porterhedges.com;eliana-garfias-8561@ecf.pacerpro.com

John F Higgins, IV on behalf of Debtor Zuma Rock Energy Services, LLC  
jhiggins@porterhedges.com,  
ksteverson@porterhedges.com;emoreland@porterhedges.com;eliana-garfias-8561@ecf.pacerpro.com

John F Higgins, IV on behalf of Debtor Epic Alabama Steel, LLC jhiggins@porterhedges.com,  
ksteverson@porterhedges.com;emoreland@porterhedges.com;eliana-garfias-8561@ecf.pacerpro.com

John F Higgins, IV on behalf of Debtor Epic Specialty Services, LLC jhiggins@porterhedges.com,  
ksteverson@porterhedges.com;emoreland@porterhedges.com;eliana-garfias-8561@ecf.pacerpro.com

John F Higgins, IV on behalf of Debtor Epic Companies, LLC jhiggins@porterhedges.com,  
ksteverson@porterhedges.com;emoreland@porterhedges.com;eliana-garfias-8561@ecf.pacerpro.com

John M Duck on behalf of Creditor Gulf Coast Manufacturing, LLC laurie.anders@arlaw.com,  
john.duck@arlaw.com;vicki.owens@arlaw.com

John P Dillman on behalf of Creditor Harris County houston\_bankruptcy@publicans.com

Jon Maxwell Beatty on behalf of Creditor Acqua Liana Capital Partners, LLC max@jmbllp.com,  
jessica@jmbllp.com

Joseph E Lee, III on behalf of Petitioning Creditor Goliath Offshore Holdings, PTE, Ltd.  
josh.lee@phelps.com

Julian Preston Vasek on behalf of Creditor Committee The Official Committee of Unsecured  
Creditors jvasek@munsch.com

Julie Goodrich Harrison on behalf of Attorney Norton Rose Fulbright US LLP  
julie.harrison@nortonrosefulbright.com

Kellen Ross Scott on behalf of Creditor Danos, L.L.C. kellen.scott@chamberlainlaw.com

Kelly Elizabeth Kleist on behalf of Creditor Blue Cross Blue Shield of Texas, a Division of  
Health Care Service Corporation, a Mutual Legal Reserve Company kelly.kleist@solidcounsel.com,  
patricia.keen@solidcounsel.com

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Total Noticed: 34

Date Rcvd: Nov 15, 2019

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system (continued)

Lawrence R Plunkett, Jr on behalf of Creditor Industrial Diesel Services, Inc.  
lplunkett@rapllclaw.com,  
cbox@rapllclaw.com/hchandler@rapllclaw.com/ljofffrion@rapllclaw.com/lmatlock@rapllclaw.com  
Lawrence R Plunkett, Jr on behalf of Creditor Work Boat Electric Services, Inc.  
lplunkett@rapllclaw.com,  
cbox@rapllclaw.com/hchandler@rapllclaw.com/ljofffrion@rapllclaw.com/lmatlock@rapllclaw.com  
Lawrence R Plunkett, Jr on behalf of Creditor Bordelon Marine, LLC lplunkett@rapllclaw.com,  
cbox@rapllclaw.com/hchandler@rapllclaw.com/ljofffrion@rapllclaw.com/lmatlock@rapllclaw.com  
Leann Opotowsky Moses on behalf of Creditor The American Equity Underwriters, Inc.  
moses@carverdarden.com, Langley@carverdarden.com;8167471420@filings.docketbird.com  
Leann Opotowsky Moses on behalf of Creditor American Longshore Mutual Association, Ltd.  
through its program administrator The American Equity Underwriters, Inc. moses@carverdarden.com,  
Langley@carverdarden.com;8167471420@filings.docketbird.com  
Lisa M Hedrick on behalf of Creditor Bluewater Rubber & Gasket Company lisa.hedrick@arlaw.com,  
vicki.owens@arlaw.com  
Lloyd A. Lim on behalf of Creditor ITC Global, Inc. LLim@ReedSmith.com,  
rithompson@reedsmith.com;csnider@reedsmith.com  
Margaret Lynette Manns on behalf of Creditor Chalos & Co, P.C. mmanns@chaloslaw.com  
Mark Andrew Hill on behalf of Creditor Gulf Oceanic Marine Contractors, Inc.  
mhill@thompsoncoe.com, wtyler@thompsoncoe.com  
Martin Stewart Bohman on behalf of Creditor Offshore Technical Solutions, LLC  
martin@bohmanmorse.com, ashley@bohmanmorse.com,harry@bohmanmorse.com  
Matthew Guy on behalf of Creditor Express Supply and Steel, LLC matthew.guy@arlaw.com  
Matthew Guy on behalf of Creditor Dan Bunkering (America) Inc. matthew.guy@arlaw.com  
Michael Comerford on behalf of Interested Party White Oak Global Advisors, LLC  
michaelcomerford@paulhastings.com  
Michael D Hudgins on behalf of Creditor Echo Offshore, LLC mhudgins@hudgins-law.com  
Michael Shane Johnson on behalf of Plaintiff Epic Diving & Marine Services, LLC  
sjohnson@porterhedges.com,  
emoreland@porterhedges.com;ksteverson@porterhedges.com;egarfias@porterhedges.com  
Michael Shane Johnson on behalf of Debtor Epic Companies, LLC sjohnson@porterhedges.com,  
emoreland@porterhedges.com;ksteverson@porterhedges.com;egarfias@porterhedges.com  
Mitchell E Ayer on behalf of Interested Party Arena Offshore LP mitchell.ayer@tklaw.com,  
Anthony.pirraglia@tklaw.com;edna.zuniga@tklaw.com;tye.hancock@tklaw.com;angie.mcginnis@tklaw.com  
Omer F Kuebel, III on behalf of Creditor McMoran Oil & Gas, LLC rkuebel@lockelord.com,  
Yamille.harrison@lockelord.com  
Rudy Cerone on behalf of Creditor White Oak Global Advisors, LLC rcerone@mcglinchey.com,  
lgraff@mcglinchey.com  
Rudy Cerone on behalf of Interested Party White Oak Global Advisors, LLC  
rcerone@mcglinchey.com, lgraff@mcglinchey.com  
Ryan E Chapple on behalf of Creditor Austin Waterman rchapple@cstrial.com, sbeam@cstrial.com  
Samuel Wollin Cooper on behalf of Creditor White Oak Global Advisors, LLC  
samuelcooper@paulhastings.com,  
angieosborn@paulhastings.com;michaelcomerford@paulhastings.com;andrewtenzer@paulhastings.com  
Samuel Wollin Cooper on behalf of Interested Party White Oak Global Advisors, LLC  
samuelcooper@paulhastings.com,  
angieosborn@paulhastings.com;michaelcomerford@paulhastings.com;andrewtenzer@paulhastings.com  
Stephen Clark Jackson on behalf of Creditor Taylors International Services, Inc.  
sjackson@maynardcooper.com  
Stephen Douglas Statham on behalf of U.S. Trustee US Trustee stephen.statham@usdoj.gov  
Stephen Lynn Williamson on behalf of Creditor Bollinger Fourchon, LLC swilliamson@gamb.com,  
njohnson@gamb.com  
Stephen Lynn Williamson on behalf of Creditor Fugro USA Marine, Inc. swilliamson@gamb.com,  
njohnson@gamb.com  
Steven J Levitt on behalf of Interested Party Arena Offshore LP steven.levitt@tklaw.com,  
gracie.gonzales@tklaw.com  
Steven W Soule on behalf of Creditor Williams Field Services-Gulf Coast Company, L.P.  
ssoule@hallestill.com  
Tara Beth Annweiler on behalf of Creditor Medsafe, Inc. and W. Joe Shaw, Ltd.  
tannweiler@greerherz.com  
Terry Blaine Joseph on behalf of Creditor Wright's Well Control Services LLC  
tjoseph@matthewsfirm.com,  
ddamiani@matthewsfirm.com;lmalone@matthewsfirm.com;jholman@matthewsfirm.com;diodholz@matthewsfirm.com  
Terry Blaine Joseph on behalf of Creditor David Wright tjoseph@matthewsfirm.com,  
ddamiani@matthewsfirm.com;lmalone@matthewsfirm.com;jholman@matthewsfirm.com;diodholz@matthewsfirm.com  
Thomas Deen on behalf of Creditor Curtin Maritime Corporation tdeen@sbsblaw.com  
Thomas O Deen on behalf of Creditor Curtin Maritime Corporation tdeen@mbdlegal.com  
Timothy Thriffiley on behalf of Creditor Deep Delta, LLC tthriffiley@pivachlaw.com  
US Trustee USTPRegion07.HU.ECF@USDOJ.GOV

TOTAL: 89