

**ENTERED**

December 06, 2022

Nathan Ochsner, Clerk

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION

<b>In re:</b>  <b>EPIC COMPANIES, LLC,</b>  <b>Debtors.<sup>1</sup></b>	§ § Chapter 11 § § Case No. 19-34752 (DRJ) § § (Jointly Administered) §
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(Docket No. 1123)

**STIPULATION AND AGREED ORDER**  
**GRANTING LIMITED RELIEF FROM THE PLAN INJUNCTION**

This stipulation and agreed order (the “Stipulation and Agreed Order”) is entered into by and among Jeffrey T. Varsalone, as the Liquidating Trustee for the Epic Companies, LLC Liquidating Trust (the “Liquidating Trustee”) and Vertex Services, LLC (the “Claimant”), a creditor with pending litigation (together, the Liquidating Trustee and the Claimant are collectively referred to herein as the “Parties,” and, each, as a “Party”). The Parties hereby stipulate and agree as follows:

**RECITALS**

WHEREAS, on August 26, 2019 (the “Petition Date”), Epic Companies, LLC (“Epic”) and certain of its subsidiaries (collectively, the “Debtors”) filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Southern District of Texas, Houston Division (the “Bankruptcy Court”);

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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 mailing address of the Debtors is: P.O. Box 79625, Houston, Texas 77279-9625.

WHEREAS, the Claimant filed a pre-petition lawsuit against Tetra Technologies, Inc. (“Tetra Technologies”) and Tetra Applied Technologies, LLC (“Tetra Applied”) n/k/a Epic Applied Technologies, LLC (“Epic Applied”)<sup>2</sup> for violations of the Racketeering Influenced and Corrupt Organizations Act, 18 U.S.C. § 1961, *et seq.*, now pending in the United States District Court for the Southern District of Texas, Houston Division, captioned *Vertex Services, LLC v. Tetra Technologies, Inc. and Tetra Applied Technologies, LLC*, Case No. 4:17-CV-01527 (the “Federal Lawsuit”);

WHEREAS, the Claimant filed a pre-petition lawsuit against Tetra Applied for breach of contract, tortious interference, and conspiracy to commit tortious interference, now pending in the District Court in and for Harris County, Texas, 55th Judicial District in the State of Texas, captioned *Vertex Services LLC v. Tetra Applied Technologies*, Cause No. 2016-30943 (the “State Lawsuit,” and together with the Federal Lawsuit, the “Lawsuits”);

WHEREAS, the Lawsuits were stayed as of the Petition Date pursuant to section 362(a) of the Bankruptcy Code;

WHEREAS, on November 5, 2019, the Claimant filed proof of claim number 10170 (“Claim 10170”) asserting a general unsecured claim against Epic Applied in the amount of \$15,900,166.00 relating to the claims asserted in the Lawsuits;<sup>3</sup>

WHEREAS, on February 13, 2020, the Debtors filed the *Joint Plan of Liquidation of Epic Companies, LLC and its Debtor Subsidiaries under Chapter 11 of the Bankruptcy Code* [Docket No. 581] (the “Plan”);

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<sup>2</sup> In March 2018, Epic was formed through the acquisition of Tetra Technologies’ offshore services division including Tetra Applied (now known as Epic Applied) and Epic Diving & Marine Services, LLC.

<sup>3</sup> Prior to the Petition Date, the Claimant and Tetra Applied reached a settlement of the State Lawsuit in the total amount of \$250,000 as set forth in Exhibit 3 attached to Claim 10170.

WHEREAS, on April 8, 2020, the Bankruptcy Court entered an order confirming the Plan [Docket No. 681], including the injunction provisions in Article X of the Plan (the “Plan Injunction”);

WHEREAS, the effective date of the Plan occurred on April 13, 2020 [Docket No. 688];

WHEREAS, under the Plan, the Liquidating Trustee was appointed and is vested with, among other things, the authority and duty to resolve the claims asserted against the Debtors;

WHEREAS, the Debtors maintained, or caused to be maintained, insurance coverage potentially applicable to the type of claims asserted by the Claimant in the Lawsuits and similar claims, through a series of insurance policies (individually, a “Policy” and collectively, the “Policies”);

WHEREAS, the Claimant has agreed to reduce Claim 10170 to a \$250,000 general unsecured claim and otherwise waive any right to collect any other amounts directly from the Liquidating Trustee or the Debtors and instead will seek recovery solely from proceeds of the Policies;

WHEREAS, the Parties have agreed, subject to the approval of the Bankruptcy Court, to modify the Plan Injunction for the limited purpose and subject to the terms and conditions set forth below;

WHEREAS, after considering the merits of the Stipulation and Agreed Order, the Bankruptcy Court having determined that the relief requested in the Stipulation and Agreed Order is appropriate and justified; and appearing that proper and adequate notice of the Stipulation and Agreed Order has been given and that no other or further notice is necessary; and the Bankruptcy Court having reviewed the Stipulation and Agreed Order and having heard the statements in support of the relief requested therein; if any, and good and sufficient cause appearing therefore;

It is hereby **AGREED AND ORDERED** that:

1. The Plan Injunction is hereby modified to allow the Claimant to proceed in the Federal Lawsuit against Tetra Technologies and Tetra Applied, provided, however, that the Claimant may seek recovery on the claims asserted in the Federal Lawsuit solely from the Debtors' applicable Policies, if any. The Debtors assign their rights and claims under the Policies to the Claimant with respect to the Federal Lawsuit. The Claimant shall not file any other claim against the Liquidating Trustee or the Debtors in the Debtors' above-captioned chapter 11 cases.

2. Upon entry of this Stipulation and Agreed Order, Claim 10170 filed by the Claimant shall be deemed allowed as a general unsecured claim in the amount of \$250,000. The remainder of Claim 10170 shall be disallowed with prejudice.

3. The Claimant acknowledges and agrees that any recovery of the Claimant against the Liquidating Trustee or the Debtors shall be limited to recovery from the Policies. No collection action shall be commenced against the Liquidating Trustee or the Debtors, and the Claimant hereby releases the Liquidating Trustee and the Debtors from any and all claims for payment/damages, whether direct or indirect, arising out of or related to the Lawsuits, including but not limited to any monetary damages, attorneys' fees and expenses, and any obligation of the Debtors to make a claim on its own insurance policies, pay any required self-insured retention, and/or pay any associated deductibles.

4. Each Party understands and agrees that this Stipulation and Agreed Order is solely to allow the Claimant to litigate the Federal Lawsuit and seek a recovery solely against any Policies, if available, and that the Stipulation and Agreed Order shall not be construed as an admission of liability by the Liquidating Trustee or the Debtors.

5. Except as expressly modified herein, the Plan Injunction shall remain in place for all other purposes.

6. This Stipulation and Agreed Order shall have no force or effect unless and until approved by the Bankruptcy Court.

7. The Liquidating Trustee and the Debtors make no representations respecting the Claimant's likelihood of success in the Federal Lawsuit or with respect to its efforts to collect from the Policies, and the Claimant does not waive any rights with respect to claims against any other parties to the Federal Lawsuit.

8. The Claimant shall dismiss the State Lawsuit with prejudice within five business days after the entry of this Stipulation and Agreed Order.

9. Nothing contained in this Stipulation and Agreed Order shall be deemed a representation or warranty by the Liquidating Trustee or the Debtors concerning the availability, scope, and/or interpretation of any Policy, which may or may not exist.

10. This Stipulation and Agreed Order shall not be deemed an agreement by the Liquidating Trustee or the Debtors to provide assistance to, or to cooperate with, the Claimant in its efforts to secure payment on account of its claims in the Lawsuits, and the Liquidating Trustee and the Debtors agree to not hinder the Claimant's ability to conduct discovery with respect to witnesses that are not employed by the Debtors. Any discovery request from the Claimant to the Liquidating Trustee must comply with any applicable scheduling order in the Federal Lawsuit and the Federal Rules of Civil Procedure.

11. Neither this Stipulation and Agreed Order, nor any actions taken pursuant hereto, shall affect the rights of the Liquidating Trustee or the Debtors to assert any defenses in the Lawsuits or any other action or proceeding other than one to enforce the terms of the Stipulation

and Agreed Order. All rights, claims, or defenses are expressly reserved. Notwithstanding any other term or provision contained herein, this Stipulation and Agreed Order is without prejudice to any of the rights, claims, or defenses of the insurers under the Policies, all of which are expressly reserved.

12. Neither this Stipulation and Agreed Order, nor any actions taken pursuant hereto, shall constitute admissible evidence against the parties in any action or proceeding other than one to enforce the terms of this Stipulation and Agreed Order.

13. The limited relief set forth herein shall not be construed as an admission of liability by the Liquidating Trustee or the Debtors regarding any claim or cause of action arising from or in relation to the Lawsuits or any other matter.

14. This Stipulation and Agreed Order shall constitute the entire agreement and understanding of the Parties relating to the subject matter hereof and supersedes all prior agreements and understandings relating to the subject matter hereof.

15. The undersigned who executes this Stipulation and Agreed Order by or on behalf of each respective Party represents and warrants that he or she has been duly authorized and empowered to execute and deliver this Stipulation and Agreed Order on behalf of such Party.

16. This Stipulation and Agreed Order shall be binding upon the Parties' successors, agents, assigned, including bankruptcy trustees and estate representatives, and any parent, subsidiary, or affiliated entity of the Parties.

17. This Stipulation and Agreed Order does not allow any party other than the Claimant to pursue claims against the Liquidating Trustee or the Debtors in the Federal Lawsuit or in any other action.

18. The Claimant and the Liquidating Trustee are hereby authorized to take all actions necessary to effectuate the relief granted in this Stipulation and Agreed Order.

19. This Stipulation and Agreed Order may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument, and it shall constitute sufficient proof of this Stipulation and Agreed Order to present any copies, electronic copies, or facsimiles signed by the parties here to be charged.

20. This Stipulation and Agreed Order shall not be modified, altered, amended or vacated without the written consent of all Parties hereto or by further order of the Bankruptcy Court.

21. This Stipulation and Agreed Order shall be governed by, and construed in accordance with, the laws of the State of Texas, except to the extent that the Bankruptcy Code applies, without regard to principles of conflicts of law that would require the application of laws of another jurisdiction.

22. The Bankruptcy Court shall retain exclusive jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation, and enforcement of this Stipulation and Agreed Order.

**Signed: December 06, 2022.**

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

IN WITNESS WHEREOF, this Stipulation and Agreed Order has been executed and delivered as of the day and year first below written.

Dated: November 17, 2022

By: /s/ M. Shane Johnson

**PORTER HEDGES LLP**

John F. Higgins (TX 09597500)

Eric M. English (TX 24062714)

M. Shane Johnson (TX 24083263)

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*Counsel for Liquidating Trustee*

By: /s/ Basil A. Umari

**DYKEMA GOSSETT PLLC**

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Houston, TX 77010

Telephone: (214) 462-6432

Facsimile: (855) 270-4604

[bumari@dykema.com](mailto:bumari@dykema.com)

*Counsel to Vertex Services, LLC*



United States Bankruptcy Court  
Southern District of Texas

In re:  
Epic Companies, LLC  
Epic Alabama Steel, LLC  
Debtors

Case No. 19-34752-drj  
Chapter 11

## CERTIFICATE OF NOTICE

District/off: 0541-4  
Date Rcvd: Dec 06, 2022

User: ADIuser  
Form ID: pdf002

Page 1 of 3  
Total Noticed: 44

The following symbols are used throughout this certificate:

Symbol	Definition
+	Addresses marked '+' were corrected by inserting the ZIP, adding the last four digits to complete the zip +4, or replacing an incorrect ZIP. USPS regulations require that automation-compatible mail display the correct ZIP.
^	Addresses marked '^' were sent via mandatory electronic bankruptcy noticing pursuant to Fed. R. Bank. P. 9036.
#	Addresses marked '#' were identified by the USPS National Change of Address system as requiring an update. While the notice was still deliverable, the notice recipient was advised to update its address with the court immediately.
##	Addresses marked '##' were identified by the USPS National Change of Address system as undeliverable. Notices will no longer be delivered by the USPS to these addresses; therefore, they have been bypassed. The debtor's attorney or pro se debtor was advised that the specified notice was undeliverable.

**Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Dec 08, 2022:**

Recip ID	Recipient Name and Address
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	+ David L Bateman, Bateman Law Firm, 6700 Jefferson Hwy, Bldg 3, Baton Rouge, LA 70806-8287
aty	+ Michael S Waskiewicz, Burr Forman LLP, 50 N Laura Street, Ste 3000, Jacksonville, FL 32202-3658
cr	+ 4J Subsea Solutions LLC, 4819 Menlo Park Dr, Sugarland, TX 77479-3828
cr	+ Abe's Boat Rentals, Inc., Wilbur J. Babin, Jr., Bankruptcy Trustee, 3027 Ridgeland Dr, Metairie, LA 70002-4924
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. through, c/o Leann O. Moses, 1100 Poydras Street, Suite 3100, New Orleans, LA 70163-1102
cr	+ Austin Waterman, CAIN & SKARNULIS PLLC, 303 Colorado Street, Suite 2850, Austin, TX 78701-4653
cr	+ Brian M. Jackson, 8 Tanager Trail, The Woodlands, TX 77381-3121
cr	+ Chalos & Co, P.C., Chalos & Co, P.C., 7210 Tickner Street, Houston, TX 77055, UNITED STATES 77055-6935
cr	+ DHD Offshore Services, LLC, 7889 Hwy 182 E, Morgan City, LA 70380-2465
cr	+ Deep Delta, LLC, Timothy Thriffiley, P.O. Box 7125, Belle Chasse, LA 70037-7125
intp	#+ Fairways Offshore Exploration, Inc., c/o McDowell Hetherington LLP, Attention: Jarrod B. Martin, 1001 Fannin, Suite 2700, Houston, TX 77002-6774
cr	+ Forum US, Inc., c/o Bradley Arant Boult Cummings, LLP, Attn: Chris Glenos, 1819 5th Avenue North, Birmingham, AL 35203-2119
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	+ LAD Services of Louisiana L.L.C., 1043 Stephenville Road, Stephenville, LA 70380-4442
cr	+ Louisiana Department of Revenue, Senior Bankruptcy Counsel, Litigation, 617 N. Third Street, Office 780, P O Box 4064 (Zip 70821-4064), Baton Rouge, LA 70802 UNITED STATES OF AMERICA 70821-4064
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 Barnett 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 77002-6774
cr	+ Offshore Express, Inc., C/O Jarrod Martin, 1200 Smith Street, Suite 1400, Houston, TX 77002-4496
intp	#+ Offshore Express, LLC, c/o McDowell Hetherington LLP, Attention: Jarrod B. Martin, 1001 Fannin, Suite 2700, Houston, TX 77002-6774
cr	+ Offshore Technical Solutions, LLC, 690 S. Hollywood Rd, Houma, LA 70360-3226
cr	+ RTD Services, c/o David K. Bissinger, Bissinger, Oshman & Williams LLP, 2229 San Felipe, Suite 1500, Houston, TX 77019-5648
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

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90071-2228

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

TOTAL: 38

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

Electronic transmission includes sending notices via email (Email/text and Email/PDF), and electronic data interchange (EDI). Electronic transmission is in Eastern Standard Time.

Recip ID	Notice Type: Email Address	Date/Time	Recipient Name and Address
cr	+ Email/Text: c.rodrique@bluewaterubber.com	Dec 06 2022 20:35:00	Bluewater Rubber & Gasket Company, 1119 Barrow Street, P O Drawer 190, Houma, LA 70361-0190
cr	Email/Text: david.cedro@danos.com	Dec 06 2022 20:34:00	Danos, L.L.C., 3878 West Main Street, Gray, LA 70359
cr	Email/Text: houston_bankruptcy@LGBS.com	Dec 06 2022 20:35:00	Harris County, Linebarger Goggan Blair & Sampson LLP, C/O John P. Dillman, PO Box 3064, Houston, TX 77253-3064
cr	Email/Text: BANKRUPTCY@DOR.MS.GOV	Dec 06 2022 20:35:00	MISSISSIPPI DEPARTMENT OF REVENUE, P. O. BOX 22808, JACKSON, MS 39225-2808
cr	^ MEBN	Dec 06 2022 20:35:12	Texas Comptroller of Public Accounts, Christopher S. Murphy, c/o Sherri K. Simpson, Paralegal, P.O. Box 12548, Austin, TX 78711-2548
cr	+ Email/Text: ssoule@hallestill.com	Dec 06 2022 20:36:00	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

TOTAL: 6

**BYPASSED RECIPIENTS**

The following addresses were not sent this bankruptcy notice due to an undeliverable address, \*duplicate of an address listed above, \*P duplicate of a preferred address, or ## out of date forwarding orders with USPS.

Recip ID	Bypass Reason	Name and Address
aty		Lugenbuhl, Wheaton, Peck, Rankin & Hubbard
aty		Norton Rose Fulbright US LLP
cr		Acadiana Rubber & Gasket Co.
cr		Acqua Liana Capital Partners, LLC
cr		Aqueos Corporation
cr		Bay Point Capital Partners II, LP
cr		Blue Cross Blue Shield of Texas, a Division of Hea
cr		Bollinger Fourchon, LLC
cr		Bordelon Marine, LLC
cr		Candy Apple, LLC
cr		Central Boat Rentals Inc.
cr		Curtin Maritime Corporation
cr		Cypress Energy Partners L.P.
cr		Dan Bunkering (America) Inc.
cr		Echo Offshore, LLC
cr		Entier USA Inc.
op		Epiq Corporate Restructuring, LLC
cr		Express Supply and Steel, LLC
cr		Freeport-McMoRan Oil & Gas LLC
cr		Fugro USA Marine, Inc.
cr		Garber Bros, Inc.
cr		Goliath Offshore Holdings PTE.LTD, in pesonam
cr		Gulf Coast Manufacturing, LLC
op		Hilco Industrial, LLC
app		Hilco Valuation Services, LLC
cr		ITC Global, Inc.

District/off: 0541-4

User: ADIuser

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cr		Industrial Diesel Services, Inc.
cr		Integra Services Technologies Inc
op		Jeffrey T. Varsalone, Liquidating Trustee
cr		Linear Controls, Inc.
cr		M/V Nor Goliath, in rem
cr		MARMAC LLC
cr		MM Industrial Fabrication, LLC
cr		Medsafe, Inc. and W. Joe Shaw, Ltd.
intp		Modern American Recycling Service, Inc.
intp		Mule Services, LLC
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		Stephanie Daniels
cr		Stern Offshore, B.V.
crcm		The Official Committee of Unsecured Creditors
intp		The Ultimate Software Group Inc.
cr		United States of America
intp		Vertex Services, LLC
cr		Work Boat Electric Services, Inc.
cd	*+	Epic Applied Technologies, LLC, 1080 Eldridge Parkway, Suite 1300, Houston, TX 77077-2583
cd	*+	Epic Companies, LLC, 1080 Eldridge Parkway, Suite 1300, Houston, TX 77077-2583
cc	*+	Wright's Well Control Services LLC, 28019 Buena Way, Spring, Tx 77386-2819
aty	##+	Nicholas A Bassett, Paul Hastings LLP, 875 15th Street, N.W., Washington, DC 20005-2258
intp	##+	Arena Offshore LP, Arena Offshore LP, 4200 Research Forest Drive, Suite 500, The Woodlands, TX 77381, UNITED STATES 77381-4224
cr	##+	David Wright, 28019 Buena Way, Spring, Tx 77386-2819
cr	##+	Javeler Marine Services LLC, P.O. Box 137, Delcambre, LA 70528-0137

TOTAL: 47 Undeliverable, 3 Duplicate, 4 Out of date forwarding address

## NOTICE CERTIFICATION

**I, Gustava Winters, 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: Dec 08, 2022

Signature: /s/Gustava Winters