

ENTERED

December 05, 2023

Nathan Ochsner, Clerk

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

In re:	§
	§ Chapter 11
	§
EPIC COMPANIES, LLC,	§ Case No. 19-34752 (CML)
	§
Debtors.¹	§ (Jointly Administered)
	§

**STIPULATION AND AGREED ORDER REGARDING TREATMENT OF CLAIM NO. 8
FILED BY DHD OFFSHORE SERVICES, LLC**
[Relates to Claim No. 8]

Jeffrey T. Varsalone, in his capacity as the Liquidating Trustee for the Epic Companies, LLC Liquidating Trust (the “Liquidating Trustee”) and DHD Offshore Services, LLC (“DHD Offshore”, and collectively with the Liquidating Trustee, the “Parties”) hereby stipulate and agree (this “Stipulation and Agreed Order”) as follows:

WHEREAS, on August 26, 2019, 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 “Court”).

WHEREAS, on October 3, 2019, the Court entered the *Order (I) Setting Bar Dates for Filing Proofs of Claim, including Requests for Payment under Section 503(b)(9), (II) Establishing Amended Schedules Bar Date and Rejection Damages Bar Date, (III) Approving the Form of and Manner for Filing Proofs of Claim, Including Section 503(b)(9) Requests, and (IV) Approving*

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are as follows: Epic Companies, LLC (1473), Epic Diving & Marine Services, LLC (2501), Epic Applied Technologies, LLC (5844), Epic Specialty Services, LLC (8547), Epic Alabama Steel, LLC (6835), Epic San Francisco Shipyard, LLC (5763) and Zuma Rock Energy Services, LLC (1022). The mailing address of the Debtors is: P.O. Box 79625, Houston, Texas 77279-9625.

Notice of Bar Dates [Docket No. 226], which established November 6, 2019 as the general claims bar date and February 24, 2020 as the governmental bar date.

WHEREAS, on September 20, 2019, DHD Offshore filed Proof of Claim No. 8 asserting an allegedly partially secured claim against Epic in the amount of \$259,989.75 (“Claim No. 8”).

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”).

WHEREAS, on April 8, 2020, the Court confirmed the Plan.

WHEREAS, on April 13, 2020, the Effective Date of the Plan occurred.

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

WHEREAS, on October 30, 2020, the Liquidating Trustee sought the return of \$34,746.00 as a preferential transfer from DHD Offshore that the Liquidating Trustee contended was recoverable under 11 U.S.C. §§ 547 and 550 against DHD Offshore, and the Liquidating Trustee and DHD Offshore settled the claim.

WHEREAS, on May 18, 2021, DHD Offshore amended Claim No. 8, asserting an allegedly partially secured claim against Epic in the amount of \$270,489.75.

WHEREAS, on October 4, 2021, Goliath Offshore Holdings PTE, Ltd. a/k/a Goliath Offshore Holding Private Limited (“Goliath Offshore”) filed a *Notice of Transfer of Claim Other Than for Security* in the amount of \$118,522.00, evidencing the partial transfer of Claim No. 8 in the amount of \$118,522.00 from DHD Offshore to Goliath Offshore [Docket No. 987].

WHEREAS, the Parties agree that DHD Offshore shall have one allowed general unsecured claim in the amount of \$81,967.75 against Epic, and DHD Offshore agrees to waive any other claims that it had, has, or may have against the Debtors or the Liquidating Trustee.

Accordingly, it is hereby ORDERED that:

1. DHD Offshore shall have one allowed Class 5 General Unsecured Claim in the total amount of \$81,967.75 (the “DHD Offshore Claim”).

2. Except for the DHD Offshore Claim, all other claims held and/or asserted by DHD Offshore against the Debtors or the Liquidating Trustee are disallowed with prejudice.

3. The terms and conditions of this Stipulation and Agreed Order will be immediately effective and enforceable upon its entry.

4. This Stipulation and Agreed Order constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior discussions, agreements, and understandings, both written and oral, among the Parties with respect thereto.

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

6. The undersigned represent that they are authorized to execute this Stipulation and Agreed Order on behalf of the representative party for whom they have signed.

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7. The Court retains jurisdiction with respect to all matters arising from or related to the implementation of this Stipulation and Agreed Order, and the Parties hereby consent to such jurisdiction to resolve any disputes or controversies arising from or related to this Stipulation and Agreed Order.

STIPULATED AND AGREED TO BY:

PORTER HEDGES LLP

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COUNSEL FOR DHD OFFSHORE SERVICES, LLC

IT IS SO ORDERED.

Signed: December 04, 2023


Christopher Lopez
United States Bankruptcy Judge