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**PROPOSED COUNSEL FOR
DEBTOR AND DEBTOR-IN-POSSESSION**

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
FORT WORTH DIVISION**

In re:	§	
	§	Case No. 25-40583-11
VISION2SYSTEMS LLC	§	
	§	Chapter 11
Debtor.	§	

**DEBTOR’S MOTION FOR ENTRY OF
CONFIDENTIALITY AND PROTECTIVE ORDER**

NO HEARING WILL BE CONDUCTED HEREON UNLESS A WRITTEN RESPONSE IS FILED WITH THE CLERK OF THE UNITED STATES BANKRUPTCY COURT AT THE ELDON B. MAHON U.S. COURTHOUSE, 501 W. 10TH ST., RM. 147, FORT WORTH, TX 76102-3643 BEFORE CLOSE OF BUSINESS ON MARCH 13, 2025, WHICH IS AT LEAST 21 DAYS FROM THE DATE OF SERVICE HEREOF.

ANY RESPONSE SHALL BE IN WRITING AND FILED WITH THE CLERK, AND A COPY SHALL BE SERVED UPON COUNSEL FOR THE MOVING PARTY PRIOR TO THE DATE AND TIME SET FORTH HEREIN. IF A RESPONSE IS FILED A HEARING MAY BE HELD WITH NOTICE ONLY TO THE OBJECTING PARTY.

IF NO HEARING ON SUCH NOTICE OR MOTION IS TIMELY REQUESTED, THE RELIEF REQUESTED SHALL BE DEEMED TO BE UNOPPOSED, AND THE COURT MAY ENTER AN ORDER GRANTING THE RELIEF SOUGHT OR THE NOTICED ACTION MAY BE TAKEN.

TO THE HONORABLE UNITED STATES BANKRUPTCY JUDGE:

Vision2Systems LLC (“**Vision2Systems**” or “**Debtor**”), the debtor and debtor-in-possession in the above-referenced bankruptcy case, hereby files this, its *Motion For Entry of Confidentiality and Protective Order* (the “**Motion**”). In support of the Motion, Debtor submits the Declaration of Paul Baldwin in Support of Debtor’s Chapter 11 Petition and Requests for First Day Relief (the “**Baldwin Declaration**”), filed contemporaneously herewith, and respectfully represents as follows:

I. JURISDICTION AND VENUE

1. The Court has jurisdiction over the Motion pursuant to 28 U.S.C. §§ 157 and 1334(b). This matter is a core proceeding, and this Motion is proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409.

2. The statutory bases for relief requested herein are 11 U.S.C. §§ 105 and 107; Fed. R. Bankr. P. 7026, 9014, and 9018, and L.B.R. 9077-1.

3. The Debtor confirms its consent to the entry of a final order by the Court in connection with the motion in the event that it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution.

II. BACKGROUND

4. On February 19, 2025 (the “**Petition Date**”), the Debtor filed a voluntary petition for bankruptcy under Chapter 11 of the Bankruptcy Code. The Debtor is currently a debtor-in-possession pursuant to sections 1107 and 1108 of the Bankruptcy Code. No trustee, examiner, or official committee of unsecured creditors has been appointed.

5. The Debtor was created, in connection with Saddleback Valley Community

Church (“Saddleback”), to assist churches to enable a ministry-first approach to stewardship and generosity and to acquire, own, hold, license, operate, market, manage, sell or otherwise develop intellectual property, including, without limitation, computer technology for use by non-profit organizations and churches for the specific use of offering online giving services to their supporters. Working with partner churches, the Debtor developed a product, Vision2, that provided churches with a comprehensive giving and people management solution that provided simplified reporting on a congregation’s giving. The Vision2 software supports web, text, and mobile giving by donors, plus effortless scanning of checks, envelopes, and more, for single or multi-campus churches. Vision2 seamlessly integrated with its customer church’s websites and allowed the churches to engage givers with a media-rich giving experience. More specifically, rather than focus on Old Testament dictates to tithe to the church, the Debtor’s product helped churches elevate and highlight the ministries that were being funded by their congregations and then provide feedback on how campaigns and projects were being funded.

6. Using the Vision2 software, churches would open accounts in Vision2, allowing their members to make donations via a digital platform. The payment facilitation aspect of the Debtor’s product was based upon the Debtor utilizing credit card transactions, ACH debits (to “pull” from the church member’s accounts for their contribution), ACH Back Office Conversion transactions for individual checks that could be truncated, and ICL transactions for checks that could not be truncated. Funds were transmitted to church customers via ACH “push” transactions or Wire Transfers.

7. To allow the Debtor to facilitate payments and transfers more quickly to their customer churches, the Debtor utilized a “margin account” that allowed it to get immediate credit (prior to the ACH, ICL, or Credit Card transactions clearing) for the payments made by the

church's members. While utilization of the margin account had the advantage of providing more immediate funds, the Debtor would later learn that the margin account would cover-up situations where transactions were reversed and money initially transferred to the Debtor's account, was subsequently withdrawn from its account in the clearance process. To complicate matters, there were a number of instances where Wells Fargo failed to send the required error files in a format requested and expected, so there was no clear communication that the withdrawal had occurred or the reason for the reversal and withdrawal. Through investigation and review of bank data files, the Debtor learned that for years it had essentially been over-settling transactions to many of its customer churches, which ultimately caused cash-flow shortfalls in settling transactions with other churches.

8. The purpose of the Debtor's bankruptcy is to (1) provide a central forum for the resolution of all claims in favor of, and against the Debtor, and (2) provide central forum and mechanism for the disposition of requested data. The Debtor anticipates that, in the resolution of the claims of each of the various churches, creditors and the churches will want access to the highly sensitive and confidential data that underlies the reconciliation of the amounts owed. Rather than enter into multiple different confidentiality and non-disclosure agreements that may have inconsistent and varying terms the Debtor files this Motion seeking a protocol and process for customers and creditors to obtain the information necessary for them to reconcile their claims.

9. Additional information regarding the Debtor and its chapter 11 filing, including the Debtor's business operations, capital structure, financial condition, and the reasons for and objective of this chapter 11 case, is set forth in the Baldwin Declaration, filed contemporaneously herewith and incorporated herein by reference.

10. have inconsistent and varying terms the Debtor files this Motion seeking a protocol and process for customers and creditors to obtain the information necessary for them to reconcile their claims.

IV. BASIS FOR RELIEF REQUESTED

A. A Protective Order is warranted pursuant to Fed. R. 26(c)(1).

11. Fed. R. 26(c)(1), as made applicable via Fed. R. Bankr. P. 7026, provides:

A party or any person from whom discovery is sought may move for a protective order in the court where the action is pending—or as an alternative on matters relating to a deposition, in the court for the district where the deposition will be taken. The motion must include a certification that the movant has in good faith conferred or attempted to confer with other affected parties in an effort to resolve the dispute without court action. The court may, for good cause, issue an order to protect a party or person from annoyance, embarrassment, oppression, or undue burden or expense, including one or more of the following:

- (A) forbidding the disclosure or discovery;
- (B) specifying terms, including time and place or the allocation of expenses, for the disclosure or discovery;
- (C) prescribing a discovery method other than the one selected by the party seeking discovery;
- (D) forbidding inquiry into certain matters, or limiting the scope of disclosure or discovery to certain matters;
- (E) designating the persons who may be present while the discovery is conducted;
- (F) requiring that a deposition be sealed and opened only on court order;
- (G) requiring that a trade secret or other confidential research, development, or commercial information not be revealed or be revealed only in a specified way; and
- (H) requiring that the parties simultaneously file specified documents or information in sealed envelopes, to be opened as the court directs.

Fed. R. 26(c)(1).

12. In the present case, the Debtor is currently subject to statutes and regulatory frameworks which govern the use and dissemination of data related to its operations. Specifically, the following laws and regulations apply to certain data and documents stored by the Debtor:

- a. Gramm-Leach Bliley Act (GLBA);
- b. Electronic Fund Transfer Act (EFTA);
- c. Red Flags Rule;
- d. California Consumer Privacy Act (CCPA);
- e. California Privacy Rights Act (CPRA);
- f. The European Union's General Data Protection Regulation (GDPR);
- g. The European Union's E-Privacy Directive;
- h. UK Data Protection Act;
- i. Texas Uniform Trade Secrets Act (TUTSA);
- j. PCI DSS regulations;
- k. ISO/IEC 27000 Family of standards including but not limited to ISO/IEC 27701;
- l. Private banking regulations including but not limited to NACHA standards;
- m. Texas Data Privacy and Security Act;
- n. FTC Act;
- o. Electronic Communications Privacy Act (ECPA);
- p. Computer Fraud and Abuse Act (CFAA);
- q. Texas Harmful Access by Computer Act (HACA); and

- r. Any other applicable law, regulation, or industry-wide standard applicable to the data contained in the Designated Materials produced.

13. Information stored by the Debtor not only constitutes trade secrets, in the form of customer lists, donor lists, and proprietary software, but also contains personally identifiable information of hundreds of thousands of individual donors.

14. Such statutes and regulations were created to prevent harm to consumers, such as the donors which utilized the Vision2 platform to make donations, and other entities related to the sharing of sensitive financial and personal data. Disclosure of such information, including the improper storage of such information by parties in interest in this case, could subject the Debtor to potential civil liability and significant financial penalties.

B. Redaction of Certain Confidential Information of Customers Is Warranted.

15. The Bankruptcy Code also provides that certain commercial and non-commercial information may be protected.

16. “On request of a party in interest, the bankruptcy court *shall*, and on the bankruptcy court’s own motion, the bankruptcy court may—(1) protect an entity with respect to a trade secret or confidential research, development, or commercial information ...” 11 U.S.C. § 107(b) (emphasis added). Additionally, the Court “may protect an individual, with respect to the following types of information to the extent the court finds that disclosure of such information would create undue risk of identity theft or other unlawful injury to the individual or the individual’s property: (A) [a]ny means of identification (as defined in section 1028(d) of title 18) contained in a paper filed, or to be filed, in a case under this title ... [or] (B) [o]ther information contained in a paper described in subparagraph (A).” 11 U.S.C. § 107(c)(1).

17. The definition of “means of identification” in the statute is a non-exhaustive list of personally identifiable information. *See* 11 U.S.C. § 107(c)(1); 18 U.S.C. § 1028(d) (including “name, social security number, date of birth, official State or government issued driver’s license or identification number, alien registration number, government passport number, employer or taxpayer identification number ... unique biometric data, such as fingerprint, voice print, retina or iris image, or other unique physical representation ... unique electronic identification number, address, or routing code ... and telecommunication identifying information or access device”). An individual’s home address is also within the broad scope of section 107(c)(1)(B). *See In re Endo Int’l PLC*, 2022 WL 16640880 at *10 (Bankr. S.D.N.Y. Nov. 2, 2022) (home addresses “constitute personally identifiable information that is vital information to perpetrators of identity theft, stalking, and intimate partner violence alike, and that publishing such information facilitates an identity thief’s search for data and a stalker’s or abuser’s ability to find his or her target.”).

18. Protection of such data, both in the form of the proposed Protective Order and the redaction of public pleadings containing such data, is necessary to protect information that would create “undue risk of identity theft or other unlawful injury to the individual or the individual’s property.” 11 U.S.C. § 107(c)(1). Absent such relief, the Debtor may be in violation of applicable data privacy or data protection laws and regulations, exposing it to monetary penalties that could threaten the Debtor’s ability to pay its creditors in this bankruptcy case. Further, the disclosure of or failure to properly protect such information could jeopardize the safety of current and former employees, churches, donors, and other individual creditors, customers, and equity holders.

19. For these reasons, the Debtor requests that the Court enter the proposed Protective Order, pursuant to Fed. R. 26(c)(1) and 11 U.S.C. § 107(c).

C. The Protective Order

20. The Debtor's proposed Protective Order is attached hereto as **Exhibit 1** and is incorporated by this reference. A summary of the Protective Order's terms is provided below.

Parties. Parties to the Protective Order include the Debtor and Recipients, as defined in the Protective Order. Recipients must agree to the terms of the Protective Order and execute a copy of the declaration attached as **Exhibit A** to the Protective Order prior to receiving documents subject to the Protective Order.

Classification of Information. All documents produced by the Debtor shall be classified under one of the following designated categories:

- (a) **Level 1: Non-Confidential Information.** To the extent that any receiving Party has documents or information that (i) were already in its possession or otherwise publicly available at the time the same document or information is received from a producing Party and are not subject to any other confidentiality agreement, non-disclosure agreement, or other confidentiality obligation; (ii) are received or become available to a receiving Party on a non-confidential basis not in violation of an obligation of confidentiality to any other person; (iii) were independently developed by such receiving Party without violating its obligations hereunder; (iv) are published or become publicly available in a manner that is not in violation of this Order or of any obligation of confidentiality to any other person, including a receiving Party; (v) is expressly permitted in writing by the producing Party to be disclosed to third parties on a non-confidential basis; or (vi) is provided to a Party in the ordinary course of business or pursuant to the terms of an indenture or other agreement entered into by and among the producing Party and the receiving Party (unless subject to confidentiality provisions of such indenture or agreement) (the foregoing clauses (i) through (vi), collectively "Non-Confidential Information"), nothing in this Order shall limit a receiving Party's ability to use Non-Confidential Information in a deposition, hearing, trial or otherwise in connection with the Chapter 11 Case, or otherwise.
- (b) **Level 2: Confidential Information.** Any producer of documents, materials, answers to discovery, testimony, or any other Discovery Material may designate as "Confidential" any such information produced in the Chapter 11 Case (hereafter, "Confidential Information"), if the

producing Party believes in good faith that such information constitutes or contains nonpublic information that is proprietary, commercially sensitive, or confidential technical, business, financial, or personal information that should otherwise be protected under applicable law, regulation, or contract; *provided, however*, that, notwithstanding the foregoing, such designations shall not impact Non-Confidential Information as described more fully in Paragraph 2. Any such information designated “Confidential” shall bear the label or stamp “Confidential” or other similar identifying label or stamp either on the document itself, in the electronic file name of the document, or in the communication (such as e-mail) transmitting the confidential document or information.

- (c) **Level 3: Professional Eyes Only (Heightened Protection)**. Confidential Information that is of such a nature that a risk of injury to any Party or to the Debtor’s estates would be created if such information were disclosed to persons other than those identified in Paragraph 2, which may include trade secrets, sensitive financial or sensitive business information, and PII, may be designated as “Professional Eyes Only” or “PEO,” only if the producing Party believes in good faith that such material is of such a nature that “Professional Eyes Only” treatment is warranted or if such treatment is otherwise agreed upon by the parties. Such information is referred to herein as “Professional Eyes Only Information,” and collectively with the “Confidential Information,” the “Protected Information.”

Confidential Information: Qualified Recipients. Confidential Information may be given, shown, made available, or communicated only to the following individuals and entities and only after each individual or entity delivers an executed **Exhibit A** to Debtor’s counsel of record in the Bankruptcy Case:

- (a) the Debtor;
- (b) the Debtor’s creditors and other constituents that are signatories to or who otherwise agree to be bound this Order, including their respective members, managers, partners, directors, officers, employees, and agents who are assisting with or involved in making decisions with respect to any Dispute and each of whom agree to be a Recipient under this Order and bound by the terms of this Order;
- (c) the Recipients, including their counsel and advisors;
- (d) the U.S. Trustee, provided that any such production is made on the understanding and basis that the Designated Materials will be kept confidential and not publicly disclosed absent a Court order;
- (e) any other persons specified in Paragraph 3(a)-(i).

Professional Eyes Only Information: Qualified Recipients. Information designated as “Professional Eyes Only” may only be disclosed to those persons specified below:

- (a) counsel (including staff of counsels' firm both necessary for and working under the express direction of such counsel on this matter), for: (i) the Debtor; (ii) the Debtor's creditors and other constituents that are also signatories to and Recipients under this Order; (iii) the Recipients; and (iv) any Party who has signed **Exhibit A** and delivered a copy to the Debtor;
- (b) professionals retained under Sections 328 and 1103 of the Bankruptcy Code, industry advisors, financial advisors, accounting advisors, experts, and consultants (and their respective staff) that are retained by the signatories to this Order or a Party who has signed **Exhibit A** in connection with the Disputes or the Chapter 11 Case;
- (c) any person who is indicated on the face of a document to have been an author, addressee, or copy recipient thereof, an actual recipient thereof, or in the case of meeting minutes, an attendee of the meeting;
- (d) any adverse witness during the course of a deposition where counsel questioning the witness reasonably believes that questioning the witness regarding the document is necessary and that doing so would not cause competitive harm;
- (e) outside photocopying, graphic production services, or litigation support services, as necessary for use in connection with a Dispute or the Chapter 11 Case who are informed of the confidential limitations of the Designated Materials provided;
- (f) court reporters, stenographers, or videographers who record deposition or other testimony in connection with a Dispute or the Chapter 11 Case who are advised of the confidential nature of the Designated Materials;
- (g) the Court, its officers, and clerical staff in any judicial proceeding that may result from a Dispute or the Chapter 11 Case;
- (h) any mediators and their staffs retained in connection with a Dispute or the Chapter 11 Case; and
- (i) any other person or entity with respect to whom the producing Party may consent in writing or on the record at a deposition.

Restrictions on Use of Protected Information. Protected Information may be used solely and exclusively in this Court for the purposes of a Dispute or the Chapter 11 Case and not for any other purpose or in any other forum. Such prohibited use would include use for any other litigation or judicial proceedings outside of the Northern District of Texas or for a purpose that: (i) is not a Dispute; and (ii) is not directly related to the Chapter 11 Case and ancillary proceedings in connection with the Chapter 11 Case.

Compliance with Order. Protected Information shall not be given, shown, made available, discussed, or otherwise communicated to anyone: (i) inconsistent with the provisions of this Order; and (ii) without first informing them of the contents of this Order. Counsel making a disclosure to a party required to sign a Declaration in the form provided as **Exhibit A** hereto shall retain the original acknowledgments described

hereinabove, together with the full names and addresses of each signer, and an accurate account or description of the Protected Information disclosed to each signer.

Storage of Protected Information. All Protected Information must be stored in a secure manner and pursuant to the following list of laws and regulatory frameworks with regard to such data, as applicable:

- (a) Gramm-Leach Bliley Act (GLBA);
- (b) Electronic Fund Transfer Act (EFTA);
- (c) Red Flags Rule;
- (d) California Consumer Privacy Act (CCPA);
- (e) California Privacy Rights Act (CPRCA);
- (f) The European Union's General Data Protection Regulation (GDPR);
- (g) The European Union's E-Privacy Directive;
- (h) UK Data Protection Act;
- (i) Texas Uniform Trade Secrets Act (TUTSA);
- (j) PCI DSS regulations;
- (k) ISO/IEC 27000 Family of standards including but not limited to ISO/IEC 27701;
- (l) Private banking regulations including but not limited to NACHA standards;
- (m) Texas Data Privacy and Security Act;
- (n) FTC Act;
- (o) Electronic Communications Privacy Act (ECPA);
- (p) Computer Fraud and Abuse Act (CFAA);
- (q) Texas Harmful Access by Computer Act (HACA); and
- (r) Any other applicable law, regulation, or industry-wide standard applicable to the data contained in the Designated Materials produced.

Filing Under Seal. Protected Information may be filed with this Court if such filing is made under seal and such party filing such information shall take all reasonable efforts to ensure its filing is under seal. Parties filing documents under seal shall, to the extent feasible, also file redacted documents simultaneously. A Party may, at its option, also file redacted pleadings including, containing, referencing or otherwise revealing the content of the designated material so long as such portions of the pleadings concerning the Designated Materials have been redacted. This paragraph is without prejudice to the right of any Party, or the U.S. Trustee, to move upon notice to the applicable Party to unseal any papers, or parts thereof, filed under seal if, following a meet and confer with the Parties hereto, any Party or the U.S. Trustee is unable to reach agreement regarding access and confidentiality with the party designating such information as Confidential or Professional Eyes Only.

Indemnification of Debtor and Related Parties. Recipients shall indemnify and hold Vision2Systems, LLC, its officers, directors, managers, attorneys, agents, and employees harmless from any liability, loss, or damage they may suffer as a result of claims,

demands, costs, or judgments arising out of any disclosure of Protected Information made in violation of this Protective Order, including, but not limited to, disclosures stemming from the use, protection, handling, transfer, and storage of Designated Materials disclosed pursuant to this Protective Order and any breach of systems or storage facilities utilized by Recipients to store Protected Information. Such indemnification requires, without limitation, the immediate payment of all attorneys' fees incurred by Vision2Systems, LLC, its officers, directors, managers, attorneys, agents, and employees for legal defense against allegations of liability, loss, or damage arising out of such disclosures of Protected Information. In the event such a data security or privacy breach is detected and traceable as to a Recipient, such Recipient shall be responsible for payment and handling of all notifications of breach and credit monitoring requirements pursuant to the laws, regulations, and standards identified in Paragraph 5.

Additional terms are included in **Exhibit 1**, including **Exhibit A** to the Protective Order.

VI. NOTICE

33. No Chapter 11 trustee or creditors' committee has been appointed in this case as of the filing of the Motion. Notice of this Motion has been provided via electronic means and/or via First Class United States Mail to: (a) the Office of the United States Trustee, (b) the twenty largest unsecured creditors, (c) the U.S. Small Business Administration, (d) CGC Royalty Investments IV, LP, (e) any parties requesting notice of pleadings, and (f) the parties on the attached matrix. In light of the nature of the relief requested in this Motion, the Debtor submits that no further notice is necessary.

WHEREFORE, PREMISES CONSIDERED, the Debtor respectfully requests that the Court enter an order granting the relief requested herein and such other and further relief as the Court may deem proper.

Dated: February 20, 2025.

Respectfully submitted,

/s/ Megan F. Clontz

Jason P. Kathman

State Bar No. 24070036

Megan F. Clontz

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**PROPOSED COUNSEL
FOR DEBTOR AND
DEBTOR-IN-POSSESSION**

CERTIFICATE OF SERVICE

The undersigned hereby certifies that, on or before February 20, 2025, I served the foregoing pleading via electronic means and/or via First Class United States Mail to the parties on the attached service list, including:

- (a) the Office of the United States Trustee;
- (b) the twenty largest unsecured creditors;
- (c) U.S. Small Business Administration;
- (d) CGC Royalty Investments IV, LP; and
- (e) any parties requesting notice of pleadings.

/s/ Megan F. Clontz

Megan F. Clontz

EXHIBIT 1

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
FORT WORTH DIVISION**

In re:	§	
	§	
VISION2SYSTEMS LLC	§	Case No. 25-40583-11
	§	
Debtor.	§	Chapter 11
	§	

CONFIDENTIALITY AND PROTECTIVE ORDER

This Confidentiality and Protective Order (“Protective Order”) is entered into by and among: (a) Vision2Systems LLC (“Vision2Systems” or “Debtor”), the debtor and debtor-in-possession in the above-referenced bankruptcy case (the “Chapter 11 Case”), and (b) any other persons or entities who become bound by this Order (the “Recipients”) by signifying their assent through execution of **Exhibit A** hereto (the “Declaration”). Each of the persons or entities identified in the foregoing clauses (a) through (b) shall be referred to herein individually as a “Party,” and, collectively, as the “Parties.”¹

¹ The designation of a “Party” is for purposes of reference in this Order only.

WHEREAS, certain Recipients have sought or may seek during the course of the Chapter 11 Case certain discovery from the Debtor, including through document requests, interrogatories, depositions, and other formal or informal requests for documents or information.

WHEREAS, the Debtor seeks to work in cooperation with the Recipients in providing the information they seek while protecting value to and rights of the Debtor's estate and protecting the rights of the Debtor's customers and their congregants and donors; and

WHEREAS, certain documents, materials, discovery responses, testimony, and other information (collectively, "Discovery Material"), which may be requested in the Chapter 11 Case and judicial or other proceedings before this Court, including but not limited to existing or potential contested matters, adversary proceedings, and other disputes (each a "Dispute" and, collectively, the "Disputes") arising under chapter 11 of title 11 of the United States Code, U.S.C. §§ 101 *et seq.* (the "Bankruptcy Code") or arising in or relating to the Chapter 11 Case may contain confidential and proprietary information, including, without limitation, non-public contracts, documents, correspondence, and business information, as well as other confidential or highly-confidential information, including personal identifiable information ("PII"). Accordingly, the Parties hereby stipulate to the terms of this Protective Order entered by the United States Bankruptcy Court for the Northern District of Texas (the "Court") pursuant to section 107(b) of the Bankruptcy Code and Rule 9018 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), and, with respect to any existing or future contested matter or adversary proceeding, pursuant to Bankruptcy Rules 7026 and 9014 and Rule 26(c) of the Federal Rules of Civil Procedure (the "Federal Rules") and the applicable Bankruptcy Local Rules for the Northern District of Texas (the "Bankruptcy Local Rules").

IT IS HEREBY AGREED BY THE PARTIES AND ORDERED BY THE COURT THAT:

Protected Information Provisions

1. **Classification of Information.** All documents produced by the Debtor shall be classified under one of the following designated categories:

- (a) **Level 1: Non-Confidential Information.** To the extent that any receiving Party has documents or information that (i) were already in its possession or otherwise publicly available at the time the same document or information is received from a producing Party and are not subject to any other confidentiality agreement, non-disclosure agreement, or other confidentiality obligation; (ii) are received or become available to a receiving Party on a non-confidential basis not in violation of an obligation of confidentiality to any other person; (iii) were independently developed by such receiving Party without violating its obligations hereunder; (iv) are published or become publicly available in a manner that is not in violation of this Order or of any obligation of confidentiality to any other person, including a receiving Party; (v) is expressly permitted in writing by the producing Party to be disclosed to third parties on a non-confidential basis; or (vi) is provided to a Party in the ordinary course of business or pursuant to the terms of an indenture or other agreement entered into by and among the producing Party and the receiving Party (unless subject to confidentiality provisions of such indenture or agreement) (the foregoing clauses (i) through (vi), collectively “Non-Confidential Information”), nothing in this Order shall limit a receiving Party’s ability to use Non-Confidential Information in a deposition, hearing, trial or otherwise in connection with the Chapter 11 Case, or otherwise.
- (b) **Level 2: Confidential Information.** Any producer of documents, materials, answers to discovery, testimony, or any other Discovery Material may designate as “Confidential” any such information produced in the Chapter 11 Case (hereafter, “Confidential Information”), if the producing Party believes in good faith that such information constitutes or contains nonpublic information that is proprietary, commercially sensitive, or confidential technical, business, financial, or personal information that should otherwise be protected under applicable law, regulation, or contract; *provided, however*, that, notwithstanding the foregoing, such designations shall not impact Non-Confidential Information as described more fully in Paragraph 2. Any such information designated “Confidential” shall bear the label or stamp “Confidential” or other similar identifying label or stamp either on the document itself, in the electronic file name of the document,

or in the communication (such as e-mail) transmitting the confidential document or information.

- (c) **Level 3: Professional Eyes Only (Heightened Protection)**. Confidential Information that is of such a nature that a risk of injury to any Party or to the Debtor's estates would be created if such information were disclosed to persons other than those identified in Paragraph 2, which may include trade secrets, sensitive financial or sensitive business information, and PII, may be designated as "Professional Eyes Only" or "PEO," only if the producing Party believes in good faith that such material is of such a nature that "Professional Eyes Only" treatment is warranted or if such treatment is otherwise agreed upon by the parties. Such information is referred to herein as "Professional Eyes Only Information," and collectively with the "Confidential Information," the "Protected Information."

Items and materials containing Protected Information are referred to as "Designated Materials."

2. **Confidential Information: Qualified Recipients**. Confidential Information may be given, shown, made available, or communicated only to the following individuals and entities and only after each individual or entity delivers an executed **Exhibit A** to Debtor's counsel of record in the Bankruptcy Case:

- (a) the Debtor;
- (b) the Debtor's creditors and other constituents that are signatories to or who otherwise agree to be bound this Order, including their respective members, managers, partners, directors, officers, employees, and agents who are assisting with or involved in making decisions with respect to any Dispute and each of whom agree to be a Recipient under this Order and bound by the terms of this Order;
- (c) the Recipients, including their counsel and advisors;
- (d) the U.S. Trustee, provided that any such production is made on the understanding and basis that the Designated Materials will be kept confidential and not publicly disclosed absent a Court order;
- (e) any other persons specified in Paragraph 3(a)-(i).

3. **Professional Eyes Only Information: Qualified Recipients**. Information designated as "Professional Eyes Only" may only be disclosed to those persons specified below:

- (a) counsel (including staff of counsels' firm both necessary for and working under the express direction of such counsel on this matter), for: (i) the Debtor; (ii) the Debtor's creditors and other constituents that are also signatories to and Recipients under this Order; (iii) the Recipients; and (iv) any Party who has signed **Exhibit A** and delivered a copy to the Debtor;
- (b) professionals retained under Sections 328 and 1103 of the Bankruptcy Code, industry advisors, financial advisors, accounting advisors, experts, and consultants (and their respective staff) that are retained by the signatories to this Order or a Party who has signed **Exhibit A** in connection with the Disputes or the Chapter 11 Case;
- (c) any person who is indicated on the face of a document to have been an author, addressee, or copy recipient thereof, an actual recipient thereof, or in the case of meeting minutes, an attendee of the meeting;
- (d) any adverse witness during the course of a deposition where counsel questioning the witness reasonably believes that questioning the witness regarding the document is necessary and that doing so would not cause competitive harm;
- (e) outside photocopying, graphic production services, or litigation support services, as necessary for use in connection with a Dispute or the Chapter 11 Case who are informed of the confidential limitations of the Designated Materials provided;
- (f) court reporters, stenographers, or videographers who record deposition or other testimony in connection with a Dispute or the Chapter 11 Case who are advised of the confidential nature of the Designated Materials;
- (g) the Court, its officers, and clerical staff in any judicial proceeding that may result from a Dispute or the Chapter 11 Case;
- (h) any mediators and their staffs retained in connection with a Dispute or the Chapter 11 Case; and
- (i) any other person or entity with respect to whom the producing Party may consent in writing or on the record at a deposition.

4. **Restrictions on Use of Protected Information.** Protected Information may be used solely and exclusively in this Court for the purposes of a Dispute or the Chapter 11 Case and not for any other purpose or in any other forum. Such prohibited use would include use for any other litigation or judicial proceedings outside of the Northern District of Texas or for a purpose

that: (i) is not a Dispute; and (ii) is not directly related to the Chapter 11 Case and ancillary proceedings in connection with the Chapter 11 Case.

5. **Compliance with Order.** Protected Information shall not be given, shown, made available, discussed, or otherwise communicated to anyone: (i) inconsistent with the provisions of this Order; and (ii) without first informing them of the contents of this Order. Counsel making a disclosure to a party required to sign a Declaration in the form provided as **Exhibit A** hereto shall retain the original acknowledgments described hereinabove, together with the full names and addresses of each signer, and an accurate account or description of the Protected Information disclosed to each signer.

6. **Use of Protected Information.**

(a) In accordance with the other provisions herein, Protected Information may be referred to in the course of depositions, or made exhibits to depositions, and the deponent, all counsel, and other persons present at the deposition, or who review the transcript thereof, shall be informed of and be bound by the terms of this Order.

(b) Any Party may designate as “Confidential” testimony given during a deposition (and documents marked as exhibits during a deposition) which, in good faith, it deems confidential; *provided, however*, that the portion of the transcript relating to such confidential testimony shall be marked “Confidential” in accordance with the provisions of Paragraph 1. Any Party may designate as “Confidential” any deposition testimony or deposition exhibits, by notice to all other parties, within ten (10) calendar days of the date that the deposition transcript is received, and such material shall be considered “Confidential” during the interim period. In the event that a hearing on related issues is scheduled to occur within ten (10) days, the foregoing ten (10) day period will be reduced to five (5) business days. Where a hearing or pleading deadline on

related issues is scheduled to occur in such close proximity to a deposition that a five-day period is not practical, notice shall be given at the deposition or as soon as practical thereafter and as far in advance of the hearing or pleading deadline as reasonably possible. All provisions of this Order shall apply to all deposition transcripts and/or testimony designated as “Confidential.”

(c) Nothing in this Order shall apply to or affect the confidentiality designations on Discovery Material entered as exhibits at depositions.

(d) Nothing in this Order shall preclude the witness from reviewing his or deposition transcript.

(e) In the event that testimony is designated as Confidential or Professional Eyes Only, the court reporter, who shall first have agreed to abide by the terms of this paragraph, shall be instructed to include on the cover page of each such transcript the legend, “This transcript portion contains information subject to a Protective Order and shall be used only in accordance therewith,” and each page of the transcript shall include the legend “Confidential” or “Professional Eyes Only,” as appropriate. If the deposition is recorded, the recording shall also be subject to the same level of confidentiality as the transcript and include the legend “Confidential” or “Professional Eyes Only,” as appropriate, if any portion of the transcript itself is so designated.

7. **Storage of Protected Information.** All Protected Information must be stored in a secure manner and pursuant to the following list of laws and regulatory frameworks with regard to such data, as applicable:

- (a) Gramm-Leach Bliley Act (GLBA);
- (b) Electronic Fund Transfer Act (EFTA);
- (c) Red Flags Rule;
- (d) California Consumer Privacy Act (CCPA);

- (e) California Privacy Rights Act (CPRA);
- (f) The European Union's General Data Protection Regulation (GDPR);
- (g) The European Union's E-Privacy Directive;
- (h) UK Data Protection Act;
- (i) Texas Uniform Trade Secrets Act (TUTSA);
- (j) PCI DSS regulations;
- (k) ISO/IEC 27000 Family of standards including but not limited to ISO/IEC 27701;
- (l) Private banking regulations including but not limited to NACHA standards;
- (m) Texas Data Privacy and Security Act;
- (n) FTC Act;
- (o) Electronic Communications Privacy Act (ECPA);
- (p) Computer Fraud and Abuse Act (CFAA);
- (q) Texas Harmful Access by Computer Act (HACA); and
- (r) Any other applicable law, regulation, or industry-wide standard applicable to the data contained in the Designated Materials produced.

8. **Filing Under Seal.** Protected Information may be filed with this Court if such filing is made under seal and such party filing such information shall take all reasonable efforts to ensure its filing is under seal. Parties filing documents under seal shall, to the extent feasible, also file redacted documents simultaneously. A Party may, at its option, also file redacted pleadings including, containing, referencing or otherwise revealing the content of the designated material so long as such portions of the pleadings concerning the Designated Materials have been redacted. This paragraph is without prejudice to the right of any Party, or the U.S. Trustee, to move upon notice to the applicable Party to unseal any papers, or parts thereof, filed under seal if, following

a meet and confer with the Parties hereto, any Party or the U.S. Trustee is unable to reach agreement regarding access and confidentiality with the party designating such information as Confidential or Professional Eyes Only.

9. **Use in Court; Meet and Confer.** As part of any pretrial conference or any meet and confer regarding the use of exhibits in any evidentiary hearing, and prior to the use of any Designated Material at trial or any hearing to be held in open court, counsel for any Party who desires to offer or use such Designated Material at trial or any hearing to be held in open court shall meet and confer in good faith with the producing Party to discuss ways to redact the Designated Material so that the material may be offered or otherwise used by any Party, in accordance with the provisions of the Bankruptcy Code and Bankruptcy Rules. If the Parties are unable to resolve a dispute related to such Designated Material, the question shall be submitted to the Court.

10. **Non-Waiver; Inadvertent Failure to Designate.** An inadvertent failure to designate qualified information or items as “Confidential” or “Professional Eyes Only” does not, standing alone, waive the designating Party’s right to secure protection under this Order for such material. If material is appropriately designated as “Confidential” or “Professional Eyes Only” after the material was initially produced, the receiving Party, on timely notification of the designation, must make reasonable efforts to assure that the material is treated in accordance with the provisions of this Order. If material is designated as “Confidential” or “Professional Eyes Only” after the material was initially produced, the receiving Party, on timely notification of the designation, must make reasonable efforts to assure that the material is treated in accordance with the provisions of this Order.

11. **Challenge to Designation.** If any Party or its counsel objects at any time to the producing Party's designation of information as "Confidential" or "Professional Eyes Only," it shall advise the producing Party and the Parties shall make a reasonable, good-faith effort to resolve the issue. If the parties are not able resolve the issue they must provide an objection in writing, which may be by email, sufficient to identify the document designation(s) challenged. The producing Party has five (5) business days to respond and if it does not agree to change the designation, the receiving Party may seek relief from the Court. The Parties agree that any hearing on such request may be heard on an emergency basis if exigent circumstances warrant it and that any response to any motion to de-designate shall be filed no later than: (i) three (3) business days after an emergency motion; or (ii) in accordance with the Bankruptcy Rules, Bankruptcy Local Rules and Complex Case Procedures if the motion to de-designate is not filed on an emergency basis. The burden of persuasion as to the confidentiality of the designated material in question shall rest with the producing Party. Upon request for such relief, the Court may order the removal of the "Confidential" or "Professional Eyes Only" designation from any document so designated subject to the provisions of this Order. The Parties shall treat the Protected Information as so designated by the producing Party until the Court has ruled on such motion. A receiving Party shall not be obliged to challenge the propriety of a confidentiality designation at the time made, and a failure to do so shall not preclude a subsequent challenge thereto. The failure of any receiving Party to challenge the designation by a producing Party of Designated Materials as "Confidential" or "Professional Eyes Only" during the discovery period shall not be a waiver of that receiving Party's right to object to the designation at an evidentiary hearing or trial.

12. **Destruction or Return; End of Chapter 11 Case.** Within ninety (90) days after receiving notice of an entry of an order, judgment, or decree finally disposing of the Chapter 11

Case and any related litigation, including the exhaustion of all possible appeals and other review, all Protected Information produced in the Chapter 11 Case shall, at the option of the Party that produced the information as noted in writing, either be returned to counsel for the Party which originally produced such Protected Information or, alternatively and subject to the agreement of counsel for the producing Party, the Confidential documents may be destroyed by counsel for the receiving Party to the reasonable satisfaction of the producing Party, with counsel providing written acknowledgement confirming their destruction. Notwithstanding the foregoing, counsel may retain in their files any notes, memoranda, work product, etc. which contain Protected Information, *provided, however*, that such information shall remain subject to the terms of this Order. The provisions of this Order shall survive the Debtor's emergence from bankruptcy or the dismissal of the Chapter 11 Case.

13. **Non-Waiver of Privilege.** The production of privileged or work-product protected documents, electronically stored information ("ESI") or other information, whether inadvertent or otherwise, is not a waiver of the privilege or protection from discovery in the Chapter 11 Case or in any other federal or state proceeding. This provision shall be interpreted to provide the maximum protection allowed by Federal Rule of Evidence 502(d). Nothing contained herein is intended to or shall serve to limit a Party's right to conduct a review of documents, ESI or information (including metadata) for relevance, responsiveness, and/or segregation of privileged and/or protected information before production.

14. **Indemnification of Debtor and Related Parties.** Recipients shall indemnify and hold Vision2Systems, LLC, its officers, directors, managers, attorneys, agents, and employees harmless from any liability, loss, or damage they may suffer as a result of claims, demands, costs, or judgments arising out of any disclosure of Protected Information made in violation of this

Protective Order, including, but not limited to, disclosures stemming from the use, protection, handling, transfer, and storage of Designated Materials disclosed pursuant to this Protective Order and any breach of systems or storage facilities utilized by Recipients to store Protected Information. Such indemnification requires, without limitation, the immediate payment of all attorneys' fees incurred by Vision2Systems, LLC, its officers, directors, managers, attorneys, agents, and employees for legal defense against allegations of liability, loss, or damage arising out of such disclosures of Protected Information. In the event such a data security or privacy breach is detected and traceable as to a Recipient, such Recipient shall be responsible for payment and handling of all notifications of breach and credit monitoring requirements pursuant to the laws, regulations, and standards identified in Paragraph 5.

Miscellaneous Provisions

15. This Order may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same agreement. Further, this Order shall be a binding agreement between the Parties and their counsel regardless of whether it is entered as an Order by the Court.

16. The Parties agree that this Order may not be used in this or any other matter for any purpose against any Party, except as may be necessary to enforce its terms.

17. The entry of this Order shall not restrict or limit the use of any information subject to this Order at any court hearing or court trial; provided, however, that this Order shall not be construed to be a waiver of any objection to the introduction, use or reference to such information at a hearing or trial or of any right to move to limit or restrict such introduction, use or reference at a hearing or trial.

18. Unless otherwise agreed by the Parties or ordered by the Court, all deadlines and time periods herein shall be computed pursuant to Bankruptcy Rule 9006.

19. This Order is without prejudice to the right of any Party to apply to the Court for an order permitting other information produced in discovery herein to be treated as confidential, pursuant to the terms of this Order.

20. The Parties agree that the provisions and requirements set forth in this Order supersede all prior agreements with respect to Discovery Material. For the avoidance of doubt, this Order shall not affect, amend, or modify any existing confidentiality agreements, non-disclosure agreements, intercreditor agreements, or protective orders applicable to any Party or between any Parties.

21. Nothing herein shall relieve a Party of its obligations under the Federal Rules, Bankruptcy Rules, Bankruptcy Local Rules, or under any future stipulations and orders, regarding the production of documents or the making of timely responses to requests for Discovery Material in connection with any Dispute.

22. Upon good cause shown, and on notice to all Parties, any Party may move to amend the provisions of this Order at any time, or the Parties may agree by written stipulation, subject to further order of the Court if applicable, to amend the provisions of the Order.

23. The provisions of this Order shall survive the final termination of the Disputes and the Debtor's emergence from bankruptcy for any retained Discovery Material. The final termination of the Disputes and the Debtor's emergence from bankruptcy shall not relieve counsel or other persons obligated hereunder from their responsibility to maintain the confidentiality of Discovery Material pursuant to this Order, and the Court shall retain jurisdiction to enforce the terms of this Order.

24. The provisions of this Order constitute an Order of this Court and violations of the provisions of this Order are subject to enforcement and the imposition of legal sanctions in the same manner as any other Order of the Court.

END OF ORDER

Submitted by:

Jason P. Kathman
State Bar No. 24070036
Megan F. Clontz
State Bar No. 24069703
Spencer Fane LLP
5700 Granite Parkway, Suite 650
Plano, TX 75024
(972) 324-0300 – Telephone
(972) 324-0301 – Facsimile
Email: jkathman@spencerfane.com
Email: mclontz@spencerfane.com

**PROPOSED COUNSEL FOR
DEBTOR AND DEBTOR-IN-POSSESSION**

EXHIBIT A
Form of Declaration

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
FORT WORTH DIVISION**

In re:	§	
	§	Case No. 25-40583-11
VISION2SYSTEMS LLC	§	
	§	Chapter 11
Debtor.	§	

**ACKNOWLEDGEMENT AND AGREEMENT TO BE BOUND BY THE
CONFIDENTIALITY AGREEMENT AND PROTECTIVE ORDER**

The undersigned hereby acknowledges that [he/she] has read that certain *Confidentiality and Protective Order* [ECF # ____] (the “Order”)¹ in the above-captioned Chapter 11 Case and attached hereto, understands the terms thereof, and agrees to be bound by its terms. The undersigned submits to the jurisdiction of the Court in matters relating to the Order and understands that the terms of the Order obligate [him/her] to use documents designated “CONFIDENTIAL – SUBJECT TO PROTECTIVE ORDER” or “PROFESSIONAL EYES ONLY – SUBJECT TO PROTECTIVE ORDER” in accordance with the Order, solely for the purpose of the above-captioned Chapter11 Cases, and not to disclose any such documents or information derived directly therefrom to any other person, firm, or concern. By acknowledging these obligations imposed by the Order, the undersigned understands that [he/she] is submitting to the jurisdiction of the Court for the purpose of any issue or dispute arising hereunder and that willful violation of any term of the Order could subject undersigned to punishment for contempt of Court.

The undersigned acknowledges that violation of the Order may result in penalties for contempt of Court.

[Signature Page Follows]

¹ Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Order.

Name: _____

Job Title: _____

Employer: _____

Business Address: _____

I have been engaged as on behalf of _____

in the Chapter 11 Case styled *Vision2Systems LLC*, Case No. 25-40583-11 in the United States

Bankruptcy Court for the Norther District of Texas, Fort Worth Division.

Date: _____

Signature

**ACKNOWLEDGEMENT AND AGREEMENT TO BE BOUND BY THE
CONFIDENTIALITY AGREEMENT AND PROTECTIVE ORDER**

Label Matrix for local noticing

Saddleback Valley Community Church

Vision2Systems LLC

0539-4

Buck Keenan LLP

603 Munger Avenue, Suite 375

Case 25-40583-mxm11

c/o J. Robin Lindley

Dallas, TX 75202-1847

Northern District of Texas

Suite 1000

Ft. Worth

Houston, TX 77088

Thu Feb 20 14:19:25 CST 2025

501 W. Tenth Street

222 Corps Ministries

Adopt a Block

Fort Worth, TX 76102-3637

7519 Glencoe Drive

2130 Commerce Street

Cedarburg, WI 53012-8839

Dallas, TX 75201-4306

Agape Faith Church

Alive Wesleyan

All For One Church

2101 Lewisville Clemmons Road

136 Chastain Road

418 Monroe Highway

Clemmons, NC 27012-8836

Central, SC 29630-9760

Lancaster, SC 29720-6556

Ankeny FUMC

Antioch Community Church

Antioch Galveston

206 SW Walnut

1635 Broadway Street, Suite 113

5302 Avenue R

Ankeny, IA 50023-3043

Pearland, TX 77581-5663

Galveston, TX 77551-5518

Antioch School of Urban Ministry

Avalon Church

Baruch HaShem

30 Bacon Pl

13460 Tanja King Blvd

6304 Belt Line Road

Yonkers, NY 10710-1204

Orlando, FL 32828-7758

Dallas, TX 75254-7867

Bayside Church

Bayside Church

Beazley Group

3304 43rd Street West

8211 Sierra College Blvd, Suite 440

c/o Bill Eppler

Bradenton, FL 34209-6226

Granite Bay, CA 95661-9406

Two Liberty Place

50 S. 16th Street, Suite 2700

Philadelphia, PA 19102-2560

Beazley Group

Bethel Assembly of God

Bethel Family Ministries

c/o Kyle D. Young

305 Warehouse Street

6301 Alabama Street

Benson Firm PLLC

Port Lavaca, TX 77979-5551

El Paso, TX 79904-4505

7800 N. Mopac Expy., Suite 112

Austin, TX 78759-8961

Blackhawk Church

Bridgepointe Christian Church

Broadview Baptist Church

5405 Heron Trail

9 Sheridan Avenue

2500 S. 27th Street

Middleton, WI 53562-5218

Rumford, RI 02916-2418

Abilene, TX 79605-6322

CGC Royalty Investments IV, LP

Calvary Church

Campus Church

297 Kingsbury Grade, Suite 228

1010 N. Tustin Avenue

1525 Indian Trail Lilburn Road

Lake Tahoe, NV 89449-4470

Santa Ana, CA 92705-3598

Norcross, GA 30093-2614

Cancer Blows

Cascade Hills Church

Central Christian Church

289 Duxbury Ct.

727 54th Street

1001 New Beginnings Drive

Sunnyvale, TX 75182-3218

Columbus, GA 31904-4803

Henderson, NV 89011-1606

Central Church
1001 New Beginnings Drive
Henderson, NV 89011-1606

Centerville Baptist Church
15100 Lee Highway
Centreville, VA 20120-2121

Change Point Alaska
6689 ChangePoint Drive
Anchorage, AK 99518-1578

Christ Lutheran Ministries
605 S 5th Street
Norfolk, NE 68701-5279

Christ Presbyterian Church
6901 Normandale
Edina, MN 55435-1599

Christ Reformed Church
1621 North Main Street
Anderson, SC 29621-4736

Christ's Church of Oronogo
22145 Kafir Road
Oronogo, MO 64855-9141

Christian Fellowship Church
4100 Millersburg Road
Evansville, IN 47725-7367

Christian Fellowship Church
c/o Dustin T. Gaines
Gaines, Goodspeed & Juba, P.C.
2201 Spinks Road, Suite 208
Flower Mound, TX 75022-4451

Christian Heritage Academy
17297 Glacier Way
Rosemount, MN 55068-1474

Christian Life Center
3406 Rex Road
Rex, GA 30273-1039

Church and Ministry Compliance
Consulting
7601 Burnet Road
Austin, TX 78757-1204

Church for All Nations
6540 Templeton Gap Road
Colorado Springs, CO 80923-1268

Church of God Ministries
2902 Enterprise Drive
Anderson, IN 46013-9667

Church of the Rock
1091 Fairfax Road
Saint Albans, VT 05478-6267

City First Church
5950 Spring Creek Road
Rockford, IL 61114-6448

Coastal Virginia Church
a/k/a Glad Tidings Church
301 S. Newtown Road
Norfolk, VA 23502-5719

Community Bible Church
2477 North Loop 1604 E
San Antonio, TX 78232-1700

Community Shares of Greater Milwaukee
1845 N. Farwell Avenue, Suite 102
Milwaukee, WI 53202-1715

Concord Church
6808 Pastor Bailey Drive
Dallas, TX 75237-2647

Countryside Christian
3635 NE Highway K4
Topeka, KS 66617-3816

Courtney Baptist Church
3341 Courtney Church Road
Yadkinville, NC 27055-8743

Covenant Church
2660 E. Trinity Mills Road
Carrollton, TX 75006-2345

CrossPoint Community Church
1301 12th Street
Modesto, CA 95354-0734

Crosspoint Pearland
1134 Old Alvin Road
Pearland, TX 77581-2508

Cuyahoga Valley Church
5055 E. Wallings Road
Broadview Heights, OH 44147-1500

Cypress Growth Capital, LLC
c/o Richard Dahlson
Jackson Walker L.L.P.
2323 Ross Avenue, Suite 600
Dallas, TX 75201-2725

Damascus Road Community Church
12826 Old National Pike
Mount Airy, MD 21771-5904

Deborah the Brave Ministries
P.O. Box 635
Roswell, NM 88202-0635

Dream Centers of Michigan
6600 Rochester Road
Troy, MI 48085-1352

Eastlake

10057 Broad River Road

Irmo, SC 29063-2362

Encounter Church

8081 East Orchard Road, Suite 135

Greenwood Village, CO 80111-2675

Creditor Matrix Page 3 of 7

Eternal Kingdom International

2130 Commerce Street

Dallas, TX 75201-4306

Evangelical Alliance Mission

400 S. Main Place

Carol Stream, IL 60188-2407

Evergreen Ministries

4512 48th Avenue

Hudsonville, MI 49426-9407

FBC Beverly Hills

4950 N. Lecanto Hwy

Beverly Hills, FL 34465-2402

Faith Community Church

1040 Paperjack Drive

New Richmond, WI 54017-2463

Faith Lutheran

6000 Morris Road

Flower Mound, TX 75028-3709

Family Community Church

478 Piercy Road

San Jose, CA 95138-1105

Fellowship Asheville

P.O. Box 16918

Asheville, NC 28816-0918

Firm Foundation Youth Homes

2100 Main Street

Madison, MS 39110-9114

First Baptist Church Canadian, TX

706 Main Street

Canadian, TX 79014-2706

First Baptist Church of Madison

2100 Main Street

Madison, MS 39110-9114

First Baptist Church of Madison

c/o Gene D. Berry

P.O. Box 1631

944 Highway 51, Suite 3 (39110)

Madison, MS 39110-8499

First Baptist Jenks

11701 S Elm Street

Jenks, OK 74037-2094

First Baptist of Hernado Beach

4446 Shoal Line Blvd

Hernando Beach, FL 34607-2958

First Christian Church

7601 E. Shea Blvd

Scottsdale, AZ 85260-5551

First UMC of Pinellas Park

9025 49th Street North

Pinellas Park, FL 33782-5227

First Unitarian Society

900 University Bay Drive

Madison, WI 53705-2249

Focus International

2130 N. Oliver Avenue

Wichita, KS 67208-2504

Franciscan Friars

420 East 156th Street

Bronx, NY 10455-1232

Franklin First Methodist

303 South Main Street

Franklin, OH 45005-2227

Freedom Gateway Center

31590 Grand River Avenue

Farmington, MI 48336-4232

GPIWE Limited Partnership, LP

Attn: Director of Leasing

5601 Granite Parkway, Suite 1200

Plano, TX 75024-6746

Good Life Church

52645 Office Park Blvd

Bradenton, FL 34203

Grace Chapel

3279 Southall Road

Franklin, TN 37064-6240

Grace Church Napa Valley

3765 Solano Avenue

Napa, CA 94558-2760

Grace Fellowship

4305 19th Avenue

Kearney, NE 68845-8259

Grove Level Baptist

2802 Cleveland Hwy

Dalton, GA 30721-8009

Hanna United Methodist Church

101 W. Hooper Street

Hanna, IN 46340

Harvest Pointe Community Church
P.O. Box 1321 Charles Town
Charles Town, WV 25414-7321

Helena First Assembly of God
2210 Dodge Avenue
Helena, MT 59601-0838

Holy Family Catholic Church
1110 Kabel Drive
New Orleans, LA 70131-3518

Holy Spirit Parish
2230 Lake Michigan NW Drive
Grand Rapids, MI 49504-5999

Hope for the City
1001 New Beginnings Drive
Henderson, NV 89011-1606

Immanuel Baptist Church
17935 S. Moonlight Road
Gardner, KS 66030-9432

Impacting Your World Ministries
2901 Chapel Avenue W
Cherry Hill, NJ 08002-1632

Jacob's Porch
45 E. 13th Avenue
Columbus, OH 43201-1807

John Davidson Ministries
700 Plaza Drive, Suite A
Secaucus, NJ 07094-3604

Johnson Ferry Baptist Church
955 Johnson Ferry Road
Marietta, GA 30068-4266

Jones Memorial United Methodist Church
2504 Almeda Genoa Road
Houston, TX 77047-4512

Kingdom Community International
10855 Quail Roost Road
Bahama, NC 27503-9294

Koinonia Church
1110 Kabel Drive
New Orleans, LA 70131-3518

Legacy Christian Academy
112 Ridgewood Avenue
Keene, NH 03431-2875

Life Church
6224 Old Pasco Road
Wesley Chapel, FL 33544-3434

Light of the World
3650 17th Street
Sarasota, FL 34235-8102

Love Gospel Assembly
2323 Grand Concourse
Bronx, NY 10468-6801

Love Runs
49555 N. Territorial Road
Plymouth, MI 48170-8200

Lutheran Campus Ministry at Northwestern
8331 Mayflower Drive North
Chesterfield, VA 23235-5113

Lutheran Church of the Redeemer
731 Peachtree Street Northeast
Atlanta, GA 30308-1281

Maranatha Chapel
10752 Coastwood Road
San Diego, CA 92127-2400

McLean Bible Church
8925 Leesburg Pike
Vienna, VA 22182-1742

Menlo Church
1111 University Drive
Menlo Park, CA 94025-4423

Mercy Culture
1701 Oakhurst Scenic Drive
Fort Worth, TX 76111-1544

Mesa Church
7682 Mitchell North 205
Irvine, CA 92614

Messiah Lutheran
1550 S. Poseyville Road
Midland, MI 48640-9599

Mitchell Road Presbyterian Church
207 Mitchell Road
Greenville, SC 29615-2644

Mitchell Road Presbyterian Church
c/o Mark Bakker
104 South Main Street, Suite 900
Greenville, SC 29601-2742

Mobberly Baptist Church
625 East Loop 281
Longview, TX 75605-5004

Mount of Olives
24772 Chrisanta Drive
Mission Viejo, CA 92691-4813

New Creations in Christ

41750 Ranch Las Palmas

Rancho Mirage, CA 92270-5511

North Hills Church

3100 E. Birch Street

Brea, CA 92821-6250

North Sound Church

404 Bell Street

Edmonds, WA 98020-3122

NorthRidge Church

49555 N. Territorial Road

Plymouth, MI 48170-8200

NorthRidge Church

c/o Kyle Carney

Carney Law PLLC

9800 Hillwood Parkway, Suite 140

Fort Worth, TX 76177-1532

Novum Institute

1025 Bunn Drive

Princeton, NJ 08540-1969

Oaks Church

777 S. Interstate 35 E

Red Oak, TX 75154-6221

One Church Home

P.O. Box 717

Fairview, TN 37062-0717

One Hope Fellowship

18203 Hillingdon Lane

Tomball, TX 77377-8277

Our Calling

500 S. Haskell Avenue

Dallas, TX 75223-2628

Our Savior Lutheran Church

98-1098 Moanalua Road

Aiea, HI 96701-4699

Overcommer Ministry

P.O. Box 691

Walterboro, SC 29488-0007

Palms Baptist Church

5285 Adobe Road

Twentynine Palms, CA 92277-1805

Park Cities Presbyterian Church

4124 Oak Lawn Avenue

Dallas, TX 75219-3136

Park Community Church

1001 N. Crosby Street

Chicago, IL 60610-2403

Parkside Chapel

3200 East Walnut Avenue

Keller, TX 76248

Paul G. Baldwin

3500 White River Drive

Plano, TX 75025-6611

Peacable Primate Sanctuary

6415 N. 800 West

Winamac, IN 46996-8280

Perimeter Church

919 NE 96th Street

Kansas City, MO 64155-2159

Pine Grove Baptist Church

7454 Highlands Road

Franklin, NC 28734-3517

Preston Trail Community Church

8055 Independence Parkway

Frisco, TX 75035-4614

Real Life Community

16765 Lookout Road

Selma, TX 78154-3809

Real Life Vocational Technical Institute

16765 Lookout Road

Selma, TX 78154-3809

Redemption Church Foothills

13456 Glenoaks Blvd

Sylmar, CA 91342-2048

Restoration Church

2320 Vanderbilt Beach Road

Naples, FL 34109-2779

Resurrection Metropolitan

Community Church

2025 West 11th Street

Houston, TX 77008-6320

Resurrection Metropolitan Community

c/o Aaron Heckaman

Bailey Cowan Heckaman PLLC

1360 Post Oak Boulevard, Suite 2300

Houston, TX 77056-3130

Rolling Hills Church

800 White Rock Road

El Dorado Hills, CA 95762-5524

Saddleback Valley Community Church

1 Saddleback Pkwy

Lake Forest, CA 92630-8700

Saddleback Valley Community Church

c/o J. Robin Lindley and Laura Gleen

Buck Keenan, LLP

2229 San Felipe, Suite 1000

Houston, TX 77019-5674

Saddleback Valley Community Church
c/o Kyle Thomas Carney
Carney Law PLLC
9800 Hillwood Parkway, Suite 140
Fort Worth, TX 76177-1532

Santa Maria Four Square Church
709 N. Curryer Street
Santa Maria, CA 93458-3607

Saratoga Federated
20390 Park Place
Saratoga, CA 95070-5955

Second First Church
318 N. Church Street
Rockford, IL 61101-1006

Shell Lake Full Gospel Church
W8212 Sand Road
Shell Lake, WI 54871-8860

Shelter Cove Community Church
4242 Coffee Road
Modesto, CA 95357-0808

Springhead Baptist Church
719 R Folsom Road #R
Adel, GA 31620-9793

St. John Armenian Apostolic
275 Olympia Way
San Francisco, CA 94131-1136

St. Joseph Catholic Church
206 SW Walnut
Ankeny, IA 50023-3043

St. Louis King of France Catholic Church
7601 Burnet Road
Austin, TX 78757-1204

St. Paul's Church By The Lake
7100 North Ashland Avenue
Chicago, IL 60626-2502

Statesboro First United Methodist Church
P.O. Box 2048
Statesboro, GA 30459-2048

Syvan Abbey UMC
2817 Sunset Point Road
Clearwater, FL 33759-1606

Tabernacle Baptist Church
P.O. Box 123
Pickton, TX 75471-0123

Tennessee Independent Baptists
P.O. Box 2854
Brentwood, TN 37024-2854

Texas Capital Bank
c/o Chuck Serafino
Waddell Serafino
1717 Main Street, 25th Floor
Dallas, TX 75201-4612

The Chapel of Hickory
410 26th Avenue NE
Hickory, NC 28601-1528

The Crossing Church
10130 Tuscany Ridge
Tampa, FL 33619-5014

The Crossing Church
c/o Byron K. Henry and Joshua D. Wahl
Scheef & Stone, L.L.P.
2600 Network Boulevard, Suite 400
Frisco, TX 75034-6010

The Diocese of Pensacola-Tallahassee
11 North B Street
Pensacola, FL 32502-4601

The Garden Mission
1779 Tall Tree Drive E
Jacksonville, FL 32246-7285

The Gathering
218 Eglin Pkwy NE
Fort Walton Beach, FL 32547-2857

The Hidding Place
1029 Elm Road
Halethorpe, MD 21227-3935

The Way - Woodstock Church
7745 Main Street
Woodstock, GA 30188-1691

The Well Community Church
2044 E. Nees Avenue
Fresno, CA 93720-0233

Toledo Church of Christ
2740 W. Central Avenue
Toledo, OH 43606-3452

Triangle Center
559 Jones Franklin Road
Raleigh, NC 27606-7622

U.S. Small Business Administration
10737 Gateway West, #300
El Paso, TX 79935-4910

United Church of Jesus Christ
3936 Bronxwood Avenue
Bronx, NY 10466-4515

United States Trustee
1100 Commerce Street
Room 976
Dallas, TX 75242-0996

United Way of Albany County
2204 Orrington Avenue
Evanston, IL 60201-2818

United Way of Butler County
710 E. Garfield Street, Suite 240
Laramie, WY 82070-3986

United Way of Greater Milwaukee
225 W. Vine Street
Milwaukee, WI 53212-3935

Creditor Matrix Page 7 of 7

United Way of Greater Philadelphia
and Southern New Jersey
1709 Benjamin Franklin Pkwy
Philadelphia, PA 19103-1208

United Way of Laramie
1007 E. Lincolnway
Cheyenne, WY 82001-4843

University of Mary Hardin-Baylor
900 College Street
Belton, TX 76513-2599

Valley Bible Church
1477 Willow Avenue
Hercules, CA 94547-3807

Valley Bible Church
3021 S. Sullivan Road
Veradale, WA 99037-9053

Valley Church
4343 Fuller Road
West Des Moines, IA 50265-5319

Victory Life Church
3412 W. University Blvd
Durant, OK 74701-2985

Vieux Carre Baptist
711 Dauphine Street
New Orleans, LA 70116-3016

Vine Church
2501 Gallows Road
Dunn Loring, VA 22027-1311

Water from the Rock
402 N.L. Robinson Drive
Arlington, TX 76011-7484

West Park Baptist Church
4004 West Lake Ida Road
Delray Beach, FL 33445-2339

Woodside Bible Church
6600 Rochester Road
Troy, MI 48085-1352

World Changers
2500 Burdett Road
College Park, GA 30349-4208

Jason Patrick Kathman
Spencer Fane LLP
5700 Granite Parkway, Suite 650
Plano, TX 75024-6812

Megan F. Clontz
Spencer Fane
5700 Granite Parkway
Suite 650
Plano, TX 75024-6812

End of Label Matrix
Mailable recipients 197
Bypassed recipients 0
Total 197