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Proposed Counsel for the Debtor

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

IN RE:

Vision2Systems LLC

Debtor.

Case No. 25-40583-MXM-11
Chapter 11

Vision2Systems LLC

Plaintiff,

V.

Those Parties Listed in Appendices A and B

Defendants.

Adversary No. _____

ADVERSARY COMPLAINT SEEKING (I)(A) A DECLARATORY JUDGMENT THAT THE AUTOMATIC STAY APPLIES TO CERTAIN CLAIMS AND CAUSES OF ACTION ASSERTED AGAINST CERTAIN NON-DEBTORS AND (B) AN EXTENSION OF THE AUTOMATIC STAY TO CERTAIN NON-DEBTORS, OR IN THE ALTERNATIVE, (II) PRELIMINARY INJUNCTION RELATED TO SUCH ACTIONS

Plaintiff Vision2Systems LLC, a Texas limited liability company and the debtor in the above-captioned chapter 11 case (the “**Debtor**” or “**V2S**”), hereby filed this Complaint against the

parties listed on **Appendix A** and **Appendix B** to this Complaint (collectively, the “**Defendants**” or the “**Claimants**”), and alleges as follows:

Brief Statement of the Case

1. The Debtor commenced this chapter 11 case (the “**Chapter 11 Case**”) to maximize value to its estate and equitably and transparently resolve claims in favor of the Debtor, its customers, and also claims against the Debtor. The relief sought through this adversary proceeding is critical to the Debtor’s ability to achieve that purpose. Without the requested declaration or injunction, the Defendants may be permitted to litigate claims (a) against non-Debtors that have been, or will be, asserted against the Debtor in the Chapter 11 Case, and (b) that belong to the Debtor’s estate to the detriment of its creditor body as a whole. Such actions will produce inequitable results, allowing some creditors to win the proverbial “race to the courthouse” and disadvantaging all other creditors.

2. As such, the Debtor sees the following:

A. declarations that 11 U.S.C. § 362(a):

- i. prohibits any act by the Defendants to assert fraudulent transfer, alter ego, veil piercing, successor liability, or similar claims (collectively the “**POE Claims**”) against the Non-Debtor Affiliates; and
- ii. prohibits the commencement or continuation of any action by the Defendants to recover prepetition claims against Carl Tierney and/or Paul Baldwin (collectively, the “**Non-Debtor Affiliates**”) related to liabilities of the Debtor or related to claims against the Debtor (the “**Related Claims**”).

B. an extension of the automatic stay under 11 U.S.C. § 105(a) and/or 362(a) to prohibit the commencement or continuation of any action by the Defendants against the Non-Debtor Affiliates.

3. In the alternative to the relief requested in paragraphs A and B, the Debtor seeks a preliminary injunction under 11 U.S.C. § 105(a) and rule 7065 of the Federal Rules of Bankruptcy

Procedure to enjoin the Defendants' prosecution of the Related Claims and POE (collectively, the "**Claims**") against the Non-Debtor Affiliates unless and until a chapter 11 plan is confirmed in this chapter 11 case, or this chapter 11 case is converted or dismissed.

Parties

4. The Plaintiff is the above-captioned debtor and debtor-in-possession. The Debtor is a corporation organized under the laws of Texas and may be served with pleadings in this adversary proceeding by serving the under-signed counsel.

5. Each of the Defendants named in **Appendix A** is a plaintiff in a pending lawsuit against the Debtor and/or one or more of the Non-Debtor Parties to recover on account of Related Claims or POE Claims.

6. Each of the Defendants named in **Appendix B** is a customer or former customer of the Debtor that may have or assert claims against the Non-Debtor Parties to recover on account of Related Claims or POE Claims.

Jurisdiction and Venue

7. This Court has subject matter jurisdiction over this adversary proceeding under 28 U.S.C. §§ 157 and 1334. This adversary proceeding is a core proceeding under 28 U.S.C. § 157(b)(2). In accordance with Rule 7008 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), the Debtor consents to the entry of final orders or a final judgment by this Court in this adversary proceeding.

8. Venue is proper in this District under 28 U.S.C. § 1409.

9. The bases for the relief requested herein are Bankruptcy Code sections 105(a) and 362, and Bankruptcy Rules 7001, 7003, and 7065.

Factual and Procedural Background

A. ACH, ICL, and Card Transactions

i. ACH Transactions

10. An ACH transaction is an electronic money transfer made between banks and credit unions across a network called the Automated Clearing House (ACH).¹ In 2024, there were more than 33.56 billion ACH transactions, leading to over \$86.2 trillion transferred.² Formed in 1974, the Automated Clearing House is run by the National Automated Clearing House Association (NACHA).³

11. There are two types of ACH transactions—ACH debit (“pull”) and credit (“push”).⁴ ACH credit transactions involve an individual or entity “pushing” money to another individual or entity; for example, an organization “pushing” money to its employees for payroll. In an ACH debit transaction, an individual or entity “pulls” money from another individual or entity; for example, an organization may “pull” money from a customer’s account for an automatic bill payment. Importantly, although one party’s credit is another’s debit, the naming convention applies to which party originated the request.

12. ACH transfers work by using the ACH network to facilitate the transfer of money from one bank to another. “The ACH Network acts as a financial postal system.”⁵ Individual transaction instructions can be thought of as letters that the ACH operators sort and deliver between various banks, where each bank acts as a post office on behalf of their respective account holders.

¹ See <https://www.consumerfinance.gov/ask-cfpb/what-is-an-ach-transaction-en-1065/>.

² See <https://www.nacha.org/content/ach-network-volume-and-value-statistics>

³ See <https://www.nacha.org/content/about-us>.

⁴ *Id.*

⁵ <https://plaid.com/resources/ach/what-is-ach/>

The ACH network currently utilizes two operators: (a) the Electronic Payments Network (EPN), run by the The Clearing House (a collective of 20+ of the largest banks),⁶ and (b) FedACH, run by the Federal Reserve Banks.⁷ Multiple times a day, member institutions and their processing partners pass ACH messages to the network's operators in the form of specially-formatted digital batches, which the operators rebundle by the recipient bank and pass on at regular intervals during each business day. Each of these bundles contains a structured set of messages instructing the receiving party to make a credit or debit to an account they control.⁸

13. More specifically, the ACH payment processing involves at least four distinct steps (and potentially a fifth):

- **Payment is initiated:** A person, bank, government agency, or another entity, authorizes the transfer from one bank to the other. As explained above, depending on whether the ACH payment is a credit or debit, the initiator may initiate a “push” or a “pull”
- **ODFI collects information + sends it to the ACH operator:** The Originating Depository Financial Institution (ODFI) gathers information about the transaction and the originator, including routing number, account number, name, and other identifying information.
- **ACH operator verifies + sends file to RDFI:** The ACH Operator verifies information and sends the file to the Receiving Depository Financial Institution (RDFI), which credits or debits the payment from their customer's account
- **Funds clear:** The payment settles and is deposited into the receiving account.
- **Return (if there is a return code):** Funds can settle before a return comes in, as ACH returns can take up to 60 days to process. If this happens, then the transaction will be reversed.⁹

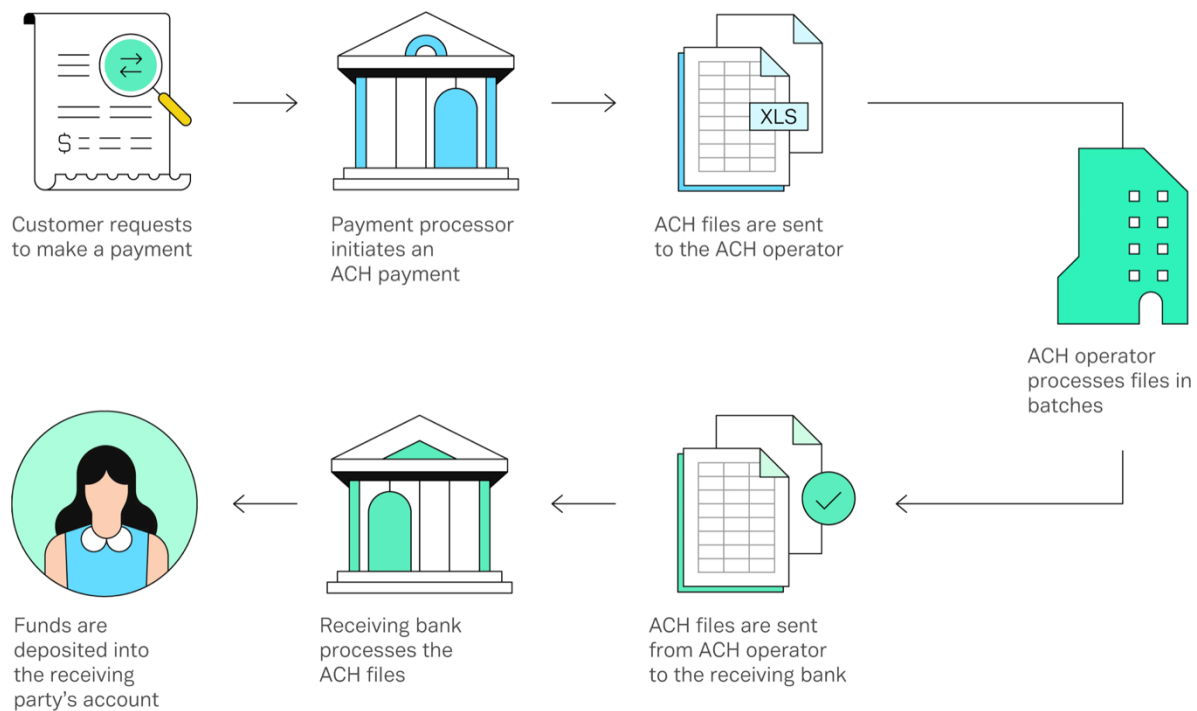
⁶ See <https://www.theclearinghouse.org/about/owner-banks>

⁷ <https://plaid.com/resources/ach/what-is-ach/>

⁸ *Id.*

⁹ <https://plaid.com/resources/ach/ach-processing/>

How an ACH Transfer Works



14. Although ACH transfers provide a quick and efficient means for transferring funds from one bank to another, they are not without risks. As alluded to above, one potential fifth step exists in processing some ACH transactions—returns. ACH returns occur when an ACH payment cannot be completed, or when the payment initially settles but is rejected later. ACH returns can happen for any number of reasons including insufficient funds, incorrect account information, fraud, errors, or if the account owner asks their bank to place a stop payment on the transfer. These types of returns become particularly problematic when the entity collecting a payment “fronts” or gives credit to the end user before the ACH transaction settles.¹⁰

¹⁰ <https://plaid.com/resources/ach/ach-return/>

ii. ICL Transactions

15. An Image Cash Letter (ICL) is a digital file used in the banking industry to facilitate electronic check processing.¹¹ ICLs are like a virtual package that contains high-quality images of paper checks along with important payment information like account numbers, amounts, and bank routing number details.¹² The introduction of ICLs became more widespread after the passage of the Check Clearing for the 21st Century Act (the “**Check 21 Act**”) in 2004. The Check 21 Act allowed banks to process checks based on digital images rather than requiring the original paper documents.

How an ICL Works¹³

16. An ICL Transaction has the following steps:

- **Check Capture and Data Extraction:** When a deposit of a check is made at a bank or through a mobile app, the bank creates a digital image of the check. The digital image includes both the front and back of the check, ensuring all critical details – like signatures and endorsements – are captured. Along with the image, the bank’s system extracts important payment information, such as: (1) check number, (2) account and routing numbers, and (3) dollar amount of the check.
- **ICL File Creation:** The digital images and extracted data are compiled into an ICL letter file. This file follow a specific format outlined by industry standards, such as those set by the Federal Reserve or clearinghouses.
- **Transmission to Clearinghouse:** The bank sends the ICL to a clearinghouse or directly to the paying bank. A clearinghouse acts as an intermediary, helping banks settle transactions.
- **Verification and Settlement:** The receiving bank verifies the details in the ICL to ensure the check is legitimate and funds are available. Once verified, the banks settle the transaction by transferring funds between accounts.
- **Archiving:** Both the originating and receiving banks archive the ICL for record-keeping and potential dispute resolution.

¹¹ <https://www.echeckplan.com/what-is-an-image-cash-letter-icl-and-how-does-it-work/>

¹² *Id.*

¹³ *Id.*

iii. *Card Transactions*

17. Credit card processing occurs when electronic transactions involving credit cards are authorized, authenticated, and settled between the cardholder, the business, and their respective financial institutions.¹⁴ This process allows businesses to accept credit card payments for goods or services, facilitating easy and convenient transactions for both the business and customer.

How Credit Card Transactions Work



18. Some organizations, based on their volume of American Express transactions, can qualify for the High Value American Express program in which they can receive preferential

¹⁴ <https://stripe.com/resources/more/how-credit-card-transaction-processing-works-a-quick-guide#:~:text=The%20credit%20card%20processor%2C%20also,on%20behalf%20of%20the%20business.>

pricing and treatment from American Express. These merchants have a separate agreement directly with American Express in which they receive their settlement directly from American Express versus the Acquiring Bank.

B. The Debtor and its Operations.

19. The Debtor was formed in connection with Saddleback Valley Community Church (“**Saddleback**”) to assist churches enable a ministry-first approach to stewardship and generosity. Working with partner churches, the Debtor developed a product that provided churches with a comprehensive giving and people management solution that provided simplified reporting on a congregation’s giving.

20. The Debtor’s product 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.

21. 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 Credit transactions or Wire Transfers.

22. Red River Systems, a third-party systems integrator, was charged with the original construction of all of the banking integration with the Debtor’s initial banking institution, Wells Fargo, for Card, ACH and ICL processing. Red River Systems was responsible for the design of how transactions were transmitted, confirmed, and returned.

23. 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 churches’ 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.

24. In August 2022, Wells Fargo informed the Debtor that they were getting out of the processing business, and that the Debtor would have to change to another processor. Over the next twelve months, the Debtor began reworking its software and integrations with a new processor. In October 2023, shortly after the transition to its new processor, the Debtor encountered a two-week period where, due to the new integrations, it could not facilitate ICL transactions. As a result of the inability to facilitate ICL transactions (i.e., accept and remit check payments made by the Church’s members) during that two-week period, several churches left the Debtor’s platform and began handling the facilitation of their own transactions without the Debtor’s product. It was during this period, for the first time, the Debtor began to recognize cash-flow shortfalls in settling transactions with its customer churches. The cash flow concerns lead to longer delays in settling transactions with customer churches, which in-turn lead to additional churches leaving the platform and further exasperation of the cash flow problems.

25. It was also during this time, 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 member churches. Due to the margin account, the Debtor would receive the funds from ACH, ICL and Credit Card transaction immediately, and then immediately push the funds to the customer churches. However, when transactions pulled by the Debtor were later reversed because of any number of error codes, and the funds withdrawn from the Debtor's account, the funds had already been transferred and credited to the customer churches. The result? Many churches received funds that their members never paid. The Debtor's incredibly rapid growth and profits covered-up the issue for years, until churches began leaving in October 2023. By this time though, the Debtor had been over-settling and transferring to 100s of churches for close to a decade.

26. Further complicating the problem, the Debtor has since learned that, while most of the Debtor's credit card processors would deposit the *gross* amount of the credit card transactions (*i.e.*, the amount charged to the church member's card) and later charge the fees for the transaction to the Debtor, the High Value American Express Program was likely depositing the *net* amount of the credit card transactions (*i.e.*, the amount charged to the church member minus the fees for the transaction). Because the majority of the Debtor's credit card processors settled gross, the Debtor withheld the fees from the settlement to its member churches. However, because the fees had already been withheld by American Express on those transactions, the Debtor's withholding of those amounts from church's settlement lead to further complications in the accounting.

C. The Prepetition Lawsuits

27. As of the Petition Date, there were at least four main lawsuits pending against the Debtor and the Non-Debtor Affiliates.

- i. Saddleback Valley Community Church v. Vision2Systems, LLC, et. al., Case No. 3:24-cv-02700, pending in the United States District Court for the Northern District of Texas.

28. On or about October 28, 2024, Saddleback sued the Debtor and each of the Non-Debtor Affiliates in the United States District Court for the Northern District of Texas, initiating Case No. 3:24-cv-02700 (the “**Saddleback Litigation**”). Saddleback is one of the Debtor’s oldest customers and also one of the Debtor’s largest customers. In its lawsuit, Saddleback alleges *inter alia* that the Debtor and each of the Non-Debtor Affiliates breached the contract to Saddleback (though the Non-Debtor Affiliates are not parties to the contract, that the Debtor and Non-Debtor Affiliates breached their fiduciary duties to Saddleback, that the Debtor and Non-Debtor Affiliates (no distinction made between them) committed fraud and fraud in inducement, and that “there is a unity between Vision2 and one or both of the individual Defendants that the separateness of the corporation has ceased, and the corporate veil should be pierced to find the individual Defendants personally liable for the acts of Vision2.”¹⁵

- ii. The Crossing Church v. Vision2Systems, LLC, et. al., Cause No. DC-24-18092, pending in the 116th Judicial District Court for Dallas County, Texas.

29. On October 14, 2024, The Crossing Church (“**Crossing Church**”) sued the Debtor and each of the Non-Debtor Affiliates in the 116th District Court for Dallas County, Texas, initiating Cause No. DC-24-18092 (the “**Crossing Church Litigation**”). The Crossing Church alleges *inter alia* breach of contract, breach of fiduciary duty, negligence and gross negligence, money had and received and unjust enrichment. Two weeks after the petition was filed, Northridge Church filed its Original Petition in Intervention and Application for Injunction, and requesting a prejudgment garnishment. In its Original Petition in Intervention, Northridge Church also named each of the Non-Debtor Affiliates as parties.

¹⁵ See Original Complaint at ¶ 92.

- iii. Resurrection Metropolitan Community Church v. Vision2Systems, LLC, et. al, Cause No. 2024-69700, pending in the 234th District Court for Harris County, Texas.

30. On October 8, 2024, Resurrection Metropolitan Community Church (“**Resurrection Church**”) sued the Debtors and both of the Non-Debtor Affiliates in the 234th District Court for Harris County, Texas, initiating Cause No. 2024-69700 (the “**Resurrection Church Litigation**”). Resurrection Church alleges claims for *inter alia*: breach of contract against all of the Defendants (even though the Non-Debtor Affiliates are not parties to the contract), suit for an accounting, unjust enrichment, quantum meruit, fraud and fraudulent inducement, DTPA violations, and conspiracy.

- iv. Christian Fellowship Church v. Vision2Systems, LLC, et. al, Cause No. DC-25-00011, pending in the 68th District Court of Dallas County, Texas.

31. On or about January 2, 2025, Christian Fellowship Church (“**Christian Fellowship Church**”) filed its Verified Original Petition, Application for Temporary Restraining Order, Application for Temporary Injunction and Application for Permanent Injunction in the 68th District Court for Dallas County, Texas, initiating Case No. DC-25-00011 (the “**Christian Fellowship Church Litigation**”). Christian Fellowship Church alleges claims against the Debtor and each of the Non-Debtor Affiliates for *inter alia*: breach of contract, breach of fiduciary duty, negligence/gross negligence, money had and receiver and unjust enrichment, fraud and fraud in the inducement, civil conversion, Texas Theft Liability Act, Texas DTPA, and Conspiracy against each of the defendants named therein, including the Debtor and both of the Non-Debtor Affiliates.

D. The Bankruptcy

32. On February 19, 2025 (the “**Petition Date**”), the Debtor filed its voluntary petition for bankruptcy under Chapter 11 of the Bankruptcy Code.¹⁶ 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 each of the cases that were pending prior to the Petition Date, and 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, filed contemporaneously herewith, the Debtor is filing its *Emergency Motion for Confidential and Protective Order*, that seeks a protocol and process for customers and creditors to obtain the information necessary for them to reconcile their claims.

Causes of Actions

**Count I: Declaratory Judgment Pursuant to
28 U.S.C. § 2201(a) that 11 U.S.C. § 362(a)(10 and (a)(3)
Apply to Defendant Asserting Related Claims and POE Claims**

33. The Debtor repeats and realleges the allegations in paragraphs 1 - 32 as though fully set forth herein.

34. Section 362(a)(1) of the Bankruptcy Code prohibits the “commencement or continuation . . . of a judicial . . . action or proceeding against the debtor that was or could have been commenced before the commencement of the case under this title, or to recover a claim against the debtor that arose before the commencement of the case under this title.” 11 U.S.C. § 362(a)(1). The continuation or commencement of claims against the Non-Debtor

¹⁶ 11 U.S.C. §§ 101 *et. seq.*

Affiliates, which are unequivocally efforts to recover on claims against the Debtor, are automatically stayed. Each of the claims against the Non-Debtor Affiliates inextricably rely upon the Debtor's alleged prepetition acts. Thus, the prosecution of the claims alleged in the Prepetition Litigation against the Non-Debtor Affiliates can only have one purpose and effect: the ultimate liquidation and recovery of claims against the Debtor. Accordingly, the claims against the Non-Debtor Affiliates are expressly enjoined by the automatic stay.

35. Similarly, “[a]ny action to obtain possession of property from the estate or to exercise control over property of the estate” is automatically stayed under section 362(a)(3). 11 U.S.C. § 362(a)(3). The POE Claims consist of alter ego/veil piercing and/or similar claims. Each such claim is property of the Debtor's estate, is subject to the automatic stay, and is under the Debtor's exclusive control. *See* 11 U.S.C. § 541(a); *In re S.I. Acquisition, Inc.*, 817 F.2d at 1150–53; *Schimmelpenninck v. Byrne (In re Schimmelpenninck)*, 183 F.3d 347, 365–66 (5th Cir. 1999); *Am. Nat'l Bank of Austin v. MortgageAmerica Corp. (In re MortgageAmerica Corp.)*, 714 F.2d 1266, 1275 (5th Cir. 1983); *In re Educators Grp. Health Tr.* 25 F.3d at 1284–86; *In re Moore*, 608 F.3d at 261.

36. Furthermore, 28 U.S.C. § 2201(a) provides, in relevant part, that “[i]n a case of actual controversy within its jurisdiction...any court of the United States, upon the filing of an appropriate pleading, may declare the rights and other legal relations of any interested party seeking such declaration, whether or not further relief is or could be sought.” Courts have jurisdiction to issue declaratory relief when “the facts alleged, under all the circumstances, show that there is a substantial controversy, between parties having adverse legal interests, of sufficient immediacy and reality to warrant the issuance of a declaratory judgment.” *MedImmune, Inc. v.*

Genentech, Inc., 549 U.S. 118, 127 (2007); *Frye v. Anadarko Petroleum Corp.*, 953 F.3d 285, 294–95 (5th Cir. 2019).

37. There is a substantial controversy between the Debtor and the Defendants of sufficient immediacy and reality to warrant the issuance of a declaratory judgment. Without the resolution of this controversy, the Debtor expects that the Defendants will continue to assert the claims they have and the POE Claims against the Non-Debtor Affiliates. Continued prosecution of the claims and POE Claims against the Non-Debtor Affiliates will allow the liquidation of prepetition claims against the Debtor outside of this chapter 11 case, and otherwise permit non-Debtors to exercise control over property of the estate in contravention of the automatic stay.

38. Accordingly, the relief requested in this Complaint is necessary and appropriate to protect the integrity of the automatic stay, and the Debtor's chapter 11 case and prevent the dissolution of the Debtor's estate to the detriment of the Debtor's creditors as a whole.

Count II: Preliminary Injunctive Relief
Under Sections 105 and 363 of the Bankruptcy Code

39. The Debtor repeats and realleges the allegations in paragraphs 1– 38 as though fully set forth herein.

40. Section 105(a) of the Bankruptcy Code permits the bankruptcy court to issue any order “necessary or appropriate” to assure the administration of the Debtor's bankruptcy estate, including issuing injunctions to enjoin actions against to non-debtors. *See* 11 U.S.C. § 105(a); *Villarreal v. N.Y. Marine & Gen. Ins. Co. (In re OGA Charters, LLC)*, 554 B.R. 415, 424 (Bankr. S.D. Tex. 2016). An injunction here is warranted to prohibit the Defendants from prosecuting Claims against the Non-Debtor Affiliates while the Debtor is working to formulate and confirm a chapter 11 plan.

41. When implementing a temporary injunction to stay actions against non-debtors, courts consider four factors: (1) if the movant is “likely to succeed on the merits”; (2) if the movant is “likely to suffer irreparable harm in the absence of preliminary relief”; (3) if the balance of equities tips in the movant’s favor; and (4) whether granting the injunction “is in the public interest.” *In re OGA Charters, LLC*, 554 B.R. at 424 (quoting *Winter v. Nat. Res. Def. Council, Inc.*, 555 U.S. 7, 20 (2008)).

42. Here, the Debtor meets each of the four requirements for a preliminary injunction. As to the first factor, for the reasons discussed above in Count I (§§ 33 - 38), the Debtor is likely to demonstrate that the automatic stay already applies, or should be extended to apply, to the claims pursuant to applicable law. Furthermore, the Debtor’s prospect for confirming a chapter 11 is strong, and an injunction will enhance the prospects of doing so. The Debtor is acting in good faith in an effort to fully, equitably, and efficiently resolve claims through the establishment of a trust in a chapter 11 plan.

43. As to the second factor, an injunction is necessary to prevent irreparable harm to the Debtor and its estate for five reasons. *First*, absent the requested injunction, the prosecution of the claims being asserted in the pending cases would result in losses to the Debtor’s estate and, in turn, the Debtor’s creditors as a whole. The exact same claims that exist against the Debtor in its chapter 11 case would be prosecuted through piecemeal litigation against the Non-Debtor Affiliates outside of this Court. Indeed, certain of the Defendants have contended that the Debtor and the Non-Debtor Affiliates are a single entity and allege the same injuries using the same evidence in support of their claims under successor liability, alter ego, and joint and several liability theories. *See Saddleback Valley Community Church v. Vision2Systems, LLC et. al*, Case No. 3:24-cv-02700, Docket No. 1 (N.D. Tex. Oct. 28, 24)(“there is such unity between Vision2 and one or

both of the individual Defendants that the separateness of the corporation has ceased, and the corporate veil should be pierced to find the individual Defendants personally liable for the acts of Vision2.”); *see also Christian Fellowship Church v. Vision2Systems, LLC*, Case No. DC-25-00011 (68th District Court Dallas, County, Texas)(“it is the contention of Plaintiff Christian Fellowship Church that...such parties are/were “alter egos” of the parties named herein. Alternatively, Plaintiff contends that such “corporate veils” should be pierced to hold such parties properly included in the interest of justice.”). Accordingly, prosecution of those claims would result in the liquidation of claims against the Debtor. Further, litigation of those claims will also likely lead to discovery burdens on the Debtor and would certainly harm the Debtor’s ability to confirm a chapter 11 plan that maximizes recovery and provides equitable treatment to the Debtor’s creditors. *See id*; *see also, e.g., In re ACIS Cap. Mgmt., L.P.*, No. 18-03212-SGJ, Docket No. 21 (Bankr. N.D. Tex. Jul. 10, 2018) (granting injunction and finding that “[i]njunctive relief is necessary here to prevent imminent and irreparable injury in the form of substantial losses to creditors and parties-in-interest”); *In re LTL Mgmt., LLC*, 638 B.R. 291, 307 (Bankr. D.N.J. 2022) (finding that an extension of the automatic stay to non-debtors was warranted where “continued litigation against the [p]rotected [p]arties would divert funds and resources toward defense costs and potentially disrupt the flow of funds and resources” towards debtor’s estates).

44. *Second*, permitting non-Debtors to assert the POE Claims—aside from violating the stay, as discussed above—will otherwise allow certain Defendants to benefit from causes of action at the expense of the Debtor’s other creditors. It is the Debtor who owns the POE Claims and should therefore exercise control over the same—which constitute its estate property—to garner value for its estate and its creditors as a whole, not third parties.

45. *Third*, continued prosecution of the Claims would distract the Debtor's professionals and redirect time and resources away from the Debtor's efforts in its chapter 11 case, thereby potentially threatening the Debtor's ability to swiftly and efficiently resolve this chapter 11 case. *See e.g., In re Ionosphere Clubs, Inc.*, 111 B.R. 423, 435 (Bankr. S.D.N.Y. 1990) (enjoining non-debtors from continuing lawsuit "[b]ecause the suit would ultimately divert the debtor's resources and attention from the bankruptcy process.").

46. *Fourth*, the resolution of Claims and issues in litigation against the Non-Debtor Affiliates could bind the Debtor under various preclusion doctrines such as collateral estoppel and *res judicata*. To avoid this risk, the Debtor would be compelled to actively participate in each of the pending state and federal lawsuit to ensure that the Debtor's interests are adequately protected. This would undermine the automatic stay and consume all of the Debtor's time and resources.

47. *Finally*, for the foregoing reasons, prosecution of the claims against the Non-Debtor Affiliates would frustrate the purpose of the automatic stay—to provide debtors with a “breathing spell” to allow them to focus on the bankruptcy proceeding. *See e.g., Commonwealth Oil Refining Co. v. EPA (In re Commonwealth Oil Ref. Co.)*, 805 F.2d 1175, 1182 (5th Cir. 1986). Failure to issue an injunction could result in inconsistent results among tribunals which will likely, in turn, lead to differing recoveries among similarly situated claimants.

48. In contrast to the immediate and irreparable harm the Debtor and its estate would face if injunctive relief were denied, the only potential harm faced by the Defendants is delay. Mere delay as a result of an injunction issued until bankruptcy proceedings are resolved is not a significant harm. *In re Lazarus Burnam Assocs.*, 161 B.R. 891, 901 (Bankr. E.D.N.Y. 1993). Furthermore, as mentioned above, the Debtor's creditors, as a whole, are benefitted by the injunction requested in this Complaint. Thus, the balance of equities weighs in the Debtor's favor.

As to the fourth factor, public interest favors an injunction, which would enable the Debtor to maximize the value of its estate, focus on confirming a chapter 11 plan, and make every effort to ensure the most equitable and meaningful return possible to creditors. This result is not feasible if piecemeal litigation of the claims outside of this Court circumvents the bankruptcy process.

49. Accordingly, an injunction barring the Defendants from prosecuting the claims against the Non-Debtor Affiliates until the earlier of (a) the confirmation of a chapter 11 plan, or (b)(i) conversion or (ii) dismissal of the Debtor's chapter 11 case is appropriate and essential to the orderly and effective administration of the Debtor's estate.

Prayer for Relief

WHEREFORE, the Debtor respectfully requests that this Court grant the following relief:

- a. declare that 11 U.S.C. § 362(a) prohibits any act by the Defendants to assert POE Claims against the Non-Debtor Affiliates;
- b. declare that 11 U.S.C. § 362(a) prohibits the commencement or continuation of any action or proceedings by the Defendants to recover on Related Claims against the Non-Debtor Affiliates;
- c. extend the automatic stay under 11 U.S.C. § 105(a) and/or 362(a) to prohibit the commencement or continuation of any action by the Defendants against the Non-Debtor Affiliates;
- d. in the alternative, issue a preliminary injunction under 11 U.S.C. ¶ 105(a) and rule 7065 of the Federal Rules of Bankruptcy Procedure to enjoin the Defendants' prosecution of claims against the Non-Debtor Affiliates unless and until a chapter 11 plan is confirmed in this chapter 11 case, or this chapter 11 case is converted or dismissed; and
- e. award all such other and further relief as the Court deems appropriate under the circumstances.

Respectfully submitted this 19th day of February, 2025

/s/ Jason P. Kathman
Jason P. Kathman
State Bar No. 24070036
Megan F. Clontz
State Bar No. 24069703
Alex S. Anderson
State Bar No. 24138084
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Email: alanderson@spencerfane.com

***PROPOSED COUNSEL
FOR PLAINTIFF***

Appendix A

List of Plaintiffs in Pending Lawsuits

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	The Crossing Church 10130 Tuscany Ridge Tampa, FL 33619
Northridge Church c/o Kyle Carney Carney Law PLLC 9800 Hillwood Parkway, Suite 140 Fort Worth, TX 76177	Northridge Church 49555 N. Territorial Road Plymouth, MI 48170-8200
Christian Fellowship Church c/o Dustin T. Gaines Gaines, Goodspeed & Juba, P.C. 2201 Spinks Road, Suite 208 Flower Mound, TX 75022	Christian Fellowship Church 4100 Millersburg Road Evansville, IN 47725
Resurrection Metropolitan Community Church c/o Aaron Heckaman Bailey Cowan Heckaman PLLC Four Oaks Place 1360 Post Oak Boulevard, Suite 2300 Houston, TX 77056	Resurrection Metropolitan Community Church 2025 W. 11th Street Houston, TX 77008
Saddleback Valley Community Church c/o J. Robin Lindley and Laura Gleen Buck Keenan, LLP 2229 San Felipe, Suite 1000 Houston, TX 77019	Saddleback Valley Community Church 1 Saddleback Parkway Lake Forest, CA 92630
Saddleback Valley Community Church c/o Kyle Thomas Carney Carney Law PLLC 9800 Hillwood Parkway, Suite 140 Fort Worth, TX 76177	

Appendix B

List of Customers or Former Customers of Debtor

<u>Organization Name</u>	<u>Address</u>	<u>City</u>	<u>State</u>	<u>Zip Code</u>
1st United Methodist Church of Phoenix NY	49 Jefferson St	Phoenix	NY	13135
222 Corps Ministries	7519 Glencoe Dr	Cedarburg	WI	53012
Ada Regional United Way	314 S Broadway Ave, Suite 204	Ada	OK	74820-5818
Adopt-A-Block	2130 Commerce Street	Dallas	TX	75201
Agape Faith Church	2101 Lewisville Clemmons Rd	Clemmons	NC	27012-8836
Agape Family Life Ministries	5404 Old Temple Hill Rd	Temple Hills	MD	20748-3530
Alive Wesleyan	136 Chastain Rd	Central	SC	29630
All For One Church	1436 Cat Mountain Trail	Keller	TX	76248
Allison Park Church	2326 Duncan Ave	Allison Park	PA	15101
Ankeny FUMC	PO Box 635	Roswell	NM	88202
Antioch Community Church	1635 Broadway St., Suite 113	Pearland	TX	77581
Antioch Galveston	5302 Avenue R	Galveston	TX	77551
Antioch School of Urban Ministry	30 Bacon Pl	Yonkers	NY	10710
Avalon Church	13460 Tanja King Blvd	Orlando	FL	32828-7758
Baruch HaShem	2100 Main St	Madison	TX	39110
Bayside Church	8211 Sierra College Blvd, Suite 440	Granite Bay	CA	95661
Bayside Community Church	3304 43Rd St W	Bradenton	FL	34209
Bethany Baptist Church	763 N Sunset Ave	West Covina	CA	91790-1228
Bethel Assembly of God	305 Warehouse St	Port Lavaca	TX	77979
Bethel Baptist Church	414 South 11th St	Hamilton	OH	45011
Bethel Family Ministries	6301 ALABAMA ST	EL PASO	TX	79904
Blackhawk Church	5405 Heron Trail	Middleton	WI	53562
Blackhawk Church	5405 Heron Trail	Middleton	WI	53562
Boehm's Church	13 W Boehms Rd	Willow Street	PA	17584-9716
Bridgepointe Christian Church	9 Sheridan Ave	Rumford	RI	02916
Broadmoor Baptist Church	1531 Highland Colony Pkwy	Madison	MS	39110-7469
Broadview Baptist Church	2500 S 27Th St	Abilene	TX	79605-6322
Brookings Area United Way	P.O. Box 750	Brookings	SD	57006
Calvary Church	1010 N Tustin Ave	Santa Ana	CA	92705
Calvary Community Church	5495 Via Rocas	Westlake Village	CA	91362

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List of Customers or Former Customers of Debtor

Campus Church	1525 Indian Trail Lilburn Rd	Norcross	GA	30093-2614
Cancer Blows	289 Duxbury Ct	Sunnyvale	TX	75182-3218
Care Virtual Reality Institute	2130 Commerce Street	Dallas	TX	75201
Cascade Hills Church	727 54Th St	Columbus	GA	31904-4803
Central Christian Church	1001 New Beginnings Dr	Henderson	NV	89011-1606
Central Church	1001 New Beginnings Dr	Henderson	NV	89011-1606
Central Florida Cross Network	780 N Sun Dr	Lake Mary	FL	32746-2507
Centreville Baptist Church	15100 Lee Highway	Centreville	VA	20120
Change Point Alaska	6689 Changepoint Dr	Anchorage	AK	99518-1578
Children's Trust Fund of Oregon	1785 NE Sandy Blvd, Suite 270	Portland	OR	97232-2791
Christ Lutheran Ministries	6304 Belt Line Rd	Dallas	TX	75254
Christ Presbyterian Church	6901 Normandale	Edina	MN	55435
Christ Reformed Church	1621 North Main Street	Anderson	SC	29621
Christ's Church of Oronogo	500 MLK Blvd	Austin	TX	78701
Christian Fellowship Church	4100 Millersburg Road	Evansville	IN	47725
Christian Heritage Academy	17297 Glacier Way	Rosemount	MN	55068
Christian Life Center Worldwide	3406 Rex Rd	Rex	GA	30273-1039
Christian Stewardship Network	630 LAST CHANCE GULCH	Helena	TX	59601
Church and Ministry Compliance Consulting	7601 Burnet Rd	Austin	TX	78757
Church at Bethel's Family	12660 Sandpiper Dr	Houston	TX	77035
Church For All Nations	6540 Templeton Gap Rd	Colorado Springs	CO	80923
Church of Emmanuel	106 Central St	Foxboro	MA	02035-2428
Church of God Ministries	4446 Shoal Line Blvd	Hernando Beach	FL	34607
Church of the Rock	1091 Fairfax Rd	Saint Albans	VT	05478-6267
Churches in Covenant	2660 E. Trinity Mills Rd	Carrollton	TX	75006
City First Church	5950 Spring Creek Rd	Rockford	IL	61114
City Pointe Church	P.O. Box 3507	Plant City	FL	33563
Coast Hills Church	5 Pursuit	Aliso Viejo	CA	92656-4213
Coastal Virginia Church	301 S Newtown Rd	Norfolk	VA	23502-5719
College Heights Baptist Church	1927 S Walnut St	Casper	WY	82601-4545
Community Baptist Church	950 Gold Star Hwy	Groton	CT	06340-2775
Community Bible Church	2477 North Loop 1604 E	San Antonio	TX	78232

Appendix B

List of Customers or Former Customers of Debtor

Community Family Church	11875 Taylor Mill Rd	Independence	KY	41051-9732
Community Heights Church	345 Donald C Moore Dr	Lebanon	VA	24266-4859
Community Shares of Greater Milwaukee	1845 N Farwell Ave, Suite 102	Milwaukee	WI	53202-1715
Concord Church	6808 Pastor Bailey Dr	Dallas	TX	75237
Countryside Bible Church	2124 S Western Rd	Stillwater	OK	74074-6831
Countryside Christian Church	3635 NE Highway K4	Topeka	KS	66617-3816
Courtney Baptist Church	3341 Courtney Church Rd	Yadkinville	NC	27055
Covenant Church	2660 E. Trinity Mills Rd	Carrollton	TX	75006
Covenant Church	12536 Hanford-Armona Rd	Hanford	CA	93232
CrossPoint Community Church	1301 12th Street	Modesto	CA	95354
Crosspoint Pearland	1134 Old Alvin Rd	Pearland	TX	77581
Cuyahoga Valley Church	5055 E Wallings Rd	Broadview Heights	OH	44147-1500
Damascus Road Community Church	12826 Old National Pike	Mount Airy	MD	21771-5904
Daystar Church	22145 Kafir Rd	Oronogo	MO	64855
Deborah the Brave Ministries	10130 Tuscany Ridge Dr	Tampa	FL	33619
Door County Humane Society	3475 Park Dr	Sturgeon Bay	WI	54235-9075
Dover Foursquare Church	302 E Slingluff Ave	Dover	OH	44622-1762
Dream Centers of Michigan	6600 Rochester Rd	Troy	MI	48085-1352
Dream City Church	13613 N Cave Creek Rd	Phoenix	AZ	85022
Dundalk Church of the Nazarene	1626 Lynch Rd	Dundalk	MD	21222
Eagle Mountain International Church	4801 North Davis Highway	Pensacola	FL	32503
East Brent Baptist Church	173 Verona Place	Pomona	CA	91766
East Cooper Baptist Church	361 Egypt Rd	Mount Pleasant	SC	29464-7200
East Lake Community Church	10057 Broad River Rd	Irmo	SC	29063-2362
Encounter Church	919 NE 96th Street	Kansas City	MO	64155
Evangelical Alliance Mission	400 S Main Pl	Carol Stream	IL	60188-2407
Evergreen Ministries	4512 48Th Ave	Hudsonville	MI	49426-9407
Fairfax Circle Church	3110 Chichester Ln	Fairfax	VA	22031-2709
Faith Community Church	2130 Commerce Street	Dallas	TX	75201
Faith Lutheran	7601 E Shea Blvd	Scottsdale	AZ	85260
Faith Presbyterian Church	720 Marsh Rd	Wilmington	DE	19803-4334
Family Community Church	478 Piercy Road	San Jose	CA	95138

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List of Customers or Former Customers of Debtor

FBC Beverly Hills	4950 N Lecanto Hwy	Beverly Hills	FL	34465
Fellowship Asheville	PO Box 16918	Asheville	NC	28816
Firm Foundation Youth Homes	7273 Ashton Ct	Douglasville	GA	30134
First Baptist Church Canadian, TX	706 Main St	Canadian	TX	79014-2706
First Baptist Church Lincoln	1545 1St St	Lincoln	CA	95648-2101
First Baptist Church of Madison	16765 Lookout Rd	Selma	TX	78154
First Baptist Jenks	11701 S Elm St	Jenks	OK	74037
First Baptist of Hernando Beach	P.O. Box 1729	Helena	MT	59624
First Christian Church	7601 E Shea Blvd	Scottsdale	AZ	85260
First Presbyterian Church - Mena	2130 Commerce Street	Dallas	TX	75201
First Presbyterian Houston	5300 Main Street	Houston	TX	77004
First UMC of Pinellas Park	9025 49th Street North	Pinellas Park	FL	33782
First Unitarian Society	900 University Bay Dr	Madison	WI	53705
Focus International	2130 N Oliver Ave	Wichita	KS	67208
Foundation for the Dioceses of Helena	16765 Lookout Rd	Selma	TX	78154
Franciscan Friars of the Renewal	605 S 5th St	Norfolk	NE	68701
Franklin First United Methodist Church	11034 El Nopal	Lakeside	CA	92040
Frederick Christian Fellowship	10142 Hansonville Rd	Frederick	MD	21702
Freedom Biker Church of Oklahoma	803 W Walnut Ave	Duncan	OK	73533-4621
Freedom Gateway Center	31590 Grand River Ave	Farmington	MI	48336-4232
Friendship Community Bible Church	420 Wood St	Sugar Land	TX	77498-2627
God Speed Ministry	141A Ea Bingham Rd	Kings Mountain	NC	28086-9492
God's House Christian Church	655H Fairview Rd Suite 3	Simpsonville	SC	29680
Good Life Church	52645 Office Park Blvd	Bradenton	FL	34203
Good Shepherd Catholic Parish	2130 Commerce Street	Dallas	TX	75201
Grace Baptist Church	2178 Highway 138 E	Stockbridge	GA	30281-2219
Grace Chapel	3279 Southall Rd	Franklin	TN	37064-6240
Grace Church Napa Valley	3765 Solano Ave	Napa	CA	94558-2760
Grace Fellowship	4305 19Th Ave	Kearney	NE	68845-8259
Grace World Outreach Church	20366 Cortez Blvd	Brooksville	FL	34601-3802
Grantham Church	421 Grantham Rd	Mechanicsburg	PA	17055-5812
Greater Douglas United Way	702 SE Jackson St	Roseburg	OR	97470-3933

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List of Customers or Former Customers of Debtor

Greater True Light Missionary Baptist Church	6828 Annunciation St	Houston	TX	77016-2115
Grove Level Baptist Church	2802 Cleveland Hwy	Dalton	GA	30721-8009
Hanna United Methodist Church	101 W Hooper St	Hanna	IN	46340
Harvest Pointe Community Church	PO Box 1321	Charles Town	WV	25414-7321
Helena First Assembly of God	2210 Dodge Ave	Helena	MT	59601-0838
Highland Village Church	515 S Curry Pike	Bloomington	IN	47403
Holy Family Catholic Church	1110 Kabel Dr	New Orleans	LA	70131
Holy Spirit Parish	2535 Collingwood Blvd	Toledo	OH	43610
Hope for the City	1001 New Beginnings Dr	Henderson	NV	89001
Hope Lutheran Church	4200 Shenandoah Dr	Louisville	KY	40241-1845
Hope Supply Company	10480 Shady Trl, Suite 104	Dallas	TX	75220-2533
Immanuel Baptist Church	17935 S Moonlight Rd	Gardener	KS	66030
Impacting Your World Ministries	2901 Chapel Ave W	Cherry Hill	NJ	08002-1632
Jacob's Porch	45 E 13Th Ave	Columbus	OH	43201-1807
John Davidson Ministries	700 Plaza Dr, Suite A	Seacausus	NJ	07094
Johnson Ferry Baptist Church	2130 Commerce Street	Dallas	TX	75201
Jones Memorial United Methodist Church	2504 Almeda Genoa Rd	Houston	TX	77047-4512
Kentucky Suicide Prevention Group	P.O. Box 23415	Lexington	KY	40523
Kids In Crisis	8331 Mayflower Dr	North Chesterfield	VA	23235-5113
Kingdom Community International	10855 Quail Roost Rd	Bahama	NC	27503
Kingdom Living Christian Church	1421 Laurel Leaf Ln	Pearland	TX	77581-3551
Koinonia Church	1110 Kabel Dr	New Orleans	LA	70131
Kyrie Pub Church	1001 W Magnolia Ave	Fort Worth	TX	76104-4504
Legacy Christian Academy	418 Monroe Hwy	Lancaster	SC	29720
Life Church	6224 Old Pasco Road	Wesley Chapel	FL	33554
Lifehouse Church	515 E. Wilson Blvd	Hagerstowsn	MD	21749
Light of the World International Church	3650 17Th St	Sarasota	FL	34235-8102
Love Gospel Assembly	2323 Grand Concourse	Bronx	TX	10468
Love Runs	49555 N Territorial Road	Plymouth	MI	48170
Lovers Lane UMC	9200 Inwood Rd	Dallas	TX	75220-3901
Lutheran Campus Ministry at Northwestern	2204 Orrington Ave	Evanston	IL	60201-2818
Lutheran Campus Ministry in Baltimore	7909 York Rd	Baltimore	MD	21204-7009

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List of Customers or Former Customers of Debtor

Lutheran Church of the Redeemer	731 Peachtree St Northea	Atlanta	GA	30308
Maranatha Chapel	10752 Coastwood Rd	San Diego	CA	92127-2400
McLean Bible Church	8925 Leesburg Pike	Vienna	VA	22182-1742
Menlo Church	1111 University Dr	Menlo Park	CA	94025
Mercy Culture	2130 Commerce Street	Dallas	TX	75201
Mesa Church	7682 Mitchell North 205	Irvine	CA	92614
Messiah Lutheran Church	1550 S Poseyville Rd	Midland	MI	48640-8549
Missions International	133 Holiday Court, Suite 109	Franklin	TN	37067
Missouri United Methodist Foundation	3601 Amron Ct, Suite 103	Columbia	MO	65202-1918
Mitchell Road Presbyterian Church	207 Mitchell Road	Greenville	SC	29615
Mobberly Baptist Church	3200 E Walnut Ave	Visalia	CA	93292
Mount of Olives	24772 Chrisanta Dr	Mission Viejo	CA	92691-4813
Mt Zion Apostolic Church	4900 E 38Th St	Indianapolis	IN	46218-1669
Muldoon Community Assembly Church	7041 Debarr Rd	Anchorage	AK	99504-1843
My Church Demo	2130 Commerce St	Dallas	TX	75201
Network of Hope	2326 Duncan Ave	Allison Park	PA	15101
New Creations in Christ	41750 Ranch Las Palmas	Rancho Mirage	CA	92270
New Life Community Church	200 Daystar Dr	Cullman	AL	35057
New Life Worship Center	915 Douglas Pike	Smithfield	RI	02917-1878
Nicholtown Missionary Baptist Church	327 Ackley Rd	Greenville	SC	29607-2085
nonPareil.Institute	5240 Tennyson Parkway, Suite 105	Plano	TX	75024
North Hills Church	3100 E Birch St	Brea	CA	92821-6250
North Rock Church	10100 Grant St	Thornton	CO	80229-2051
North Sound Church	404 Bell St	Edmonds	WA	98020
NorthRidge Church	49555 N Territorial Rd	Plymouth	MI	48170-8200
Novum Institute	1025 Bunn Dr	Princeton	NJ	08540-1969
Oaks Church	777 S Interstate 35 E	Red Oak	TX	75154
One Church Home	2230 Lake Michigan Dr NW	Grand Rapids	MI	49504
One Hope Fellowship	18203 Hillingdon Lane	Tomball	TX	77377
Our Calling	500 S Haskell Ave	Dallas	TX	75223-2628
Our Savior Lutheran	11503 Vance Jackson Rd	San Antonio	TX	78230-1808
Our Savior Lutheran Church	98-1098 Moanalua Rd	Aiea	HI	96701-4632

Appendix B**List of Customers or Former Customers of Debtor**

Palms Baptist Church	5285 Adobe Rd	Twentynine Palms	CA	92277-1805
Park Cities Presbyterian Church	4124 Oak Lawn Ave	Dallas	TX	75219
Park Cities Presbyterian Church Foundation	4124 Oak Lawn Ave	Dallas	TX	75219
Park Community Church	1001 N Crosby St	Chicago	IL	60610-2403
Parkside Chapel	1701 Oakhurst Scenic Dr	Fort Worth	TX	76111
Pathway Community Church	11910 Shearwater Run	Fort Wayne	IN	46845-8718
Peacable Primate Sanctuary	6415 N 800 W	Winamac	IN	46996-8280
Peachtree Road United Methodist Church	3180 Peachtree Rd NE	Atlanta	GA	30305
Perfect Love Foundation	250 Pharr Rd NE, Apt. 1808	Atlanta	GA	30305-2281
Perimeter Church	8833 Mitchell Blvd	Trinity	FL	34655
Phoenix Dream Center	13613 N Cave Creek Rd	Phoenix	AZ	85022
Pine Grove Baptist Church	7454 Highlands Rd	Franklin	NC	28734
Preston Trail Community Church	8055 Independence Pkwy	Frisco	TX	75035-4614
Priceless Alaska	6689 Changepoint Dr	Anchorage	AK	99518-1578
Providence Church	5625 Preston Rd	Frisco	TX	75034-7421
Reach Northeast	2326 Duncan Ave	Allison Park	PA	15101
Real Life Community Outreach	2130 Commerce Street	Dallas	TX	75201
Real Life Community Outreach	2130 Commerce Street	Dallas	TX	75201
Real Life Vocational Technical Institute	2130 Commerce Street	Dallas	TX	75201
Redeemer Presbyterian Church	165 Pulaski Streen	Athens	GA	30601
Reno County Communities That Care	1520 N Plum St	Hutchinson	KS	67501-5854
Restoration Church	2320 Vanderbilt Beach Rd	Naples	FL	34109-2779
Resurrection Metropolitan Community Church	2025 West 11th Street	Houston	TX	77008
Righteous Leadership	10999 Red Run Blvd	Owings Mill	MD	21117
River Cities United Way	145 Lake Havasu Ave N	Lake Havasu City	AZ	86403-5616
River Valley Church	3800 Viking Dr	Bossier City	LA	71111-7403
Rolling Hills Church	800 White Rock Rd	El Dorado Hills	CA	95762
Saddleback Church	1 Saddleback Pkwy	Lake Forest	CA	92630-8700
Santa Maria Foursquare Church	709 N Curryer St	Santa Maria	CA	93458
Saratoga Federated Church	20390 Park Place	Saratoga	CA	95070
Scottsdale Bible Church	1779 Tall Tree Drive E	Jacksonville	FL	32246
Second First Church	318 N Church St	Rockford	IL	61101-1006

Appendix B

List of Customers or Former Customers of Debtor

Sequoyah United Methodist Church	1910 N Old Wire Rd	Fayetteville	AR	72703-3019
Shell Lake Full Gospel Church	W8212 SAND ROAD	SHELL LAKE	WI	54781
Shelter Cove Community Church	4242 Coffee Road	Modesto	CA	95357
South Hills Church	2682 Main St	Corona	CA	92882
Southwest Church	78665 Forbes Circle	La Quinta	CA	92253-6803
Springhead Baptist Church	719 R Folsom Rd #R	Adel	GA	31620
St Edmond Roman Catholic Church	507 E 26th St	Bryan	TX	77803
St John Armenian Apostolic Church	275 Olympia Way	San Francisco	CA	94131-1136
St Joseph Catholic Church	206 SW Walnut	Ankeny	IA	50023
St Louis King of France Catholic Church	303 South Main Street	Franklin	OH	45005
St Paul Lutheran Church Hametown	11894 Susquehanna Trl S	Glen Rock	PA	17327-9071
St Paul's United Methodist Church	2423 W 26Th St	Joplin	MO	64804-1406
St. Timothy's Evangelical	211 Jefferson St NE	Albuquerque	NM	87108-2517
Statesboro First United Methodist Church	P.O. Box 2048	Statesboro	GA	30459
Sylvan Abbey United Methodist Church	2817 Sunset Point Rd	Clearwater	FL	33759
Tabernacle Baptist Church	2130 Commerce Street	Dallas	TX	75201
Tennessee Independent Baptists for Religious Freedom	PO Box 2854	Brentwood	TN	37024
The Chapel of Hickory	410 26th Ave NE	Hickory	NC	28601
The Crossing Church	402 NL Robinson Dr	Arlington	TX	76011
The Diocese of Pensacola-Tallahassee	2130 Commerce Street	Dallas	TX	75201
The Diocese of Venice	1000 Pinebrook Rd	Venice	FL	34285-6426
The Garden Mission	2130 Commerce Street	Dallas	TX	75201
The Gathering	218 Eglin Pkwy NE	Fort Walton Beach	FL	32547-2857
The Harbor Worship Center	140 Colerain Rd	Kingsland	GA	31548-3973
The Hiding Place	1029 Elm Road	Halethorpe	MD	21227
The Lifegate	3699 Highway 59	Mandeville	LA	70471-1952
The Lord's Table Church	1215 Parkway Dr	Goldsboro	NC	27534-3450
The Overcomer Ministry	PO BOX 691	Walterboro	SC	29488
The Power of 1	3228 Pisa Circle	Murfreesboro	TN	37129
The Tabernacle	1020 Garrettsburg Rd	Clarksville	TN	37042-3261
The Watermark Church	P.O. Box 428	Fort Mill	SC	29716
The Way Woodstock Church	7745 Main St	Woodstock	GA	30188-1691

Appendix B

List of Customers or Former Customers of Debtor

The Well Community Church	2044 E Nees Ave	Fresno	CA	93720-0233
theChapel	14355 Morris Dido Newark	Newark	TX	76071
Toledo Church of Christ	2740 W Central Ave	Toledo	OH	43606
Triangle Center for Spiritual Living	559 Jones Franklin Rd	Raleigh	NC	27606-7622
United Church of Jesus Christ	3936 Bronxwood Ave	Bronx	NY	10466
United Way of Addison County	48 Court St	Middlebury	VT	05753-1419
United Way of Albany County	710 E Garfield St, Suite 240	Laramie	WY	82070-3986
United Way of Bay County	909 Washington Ave, Suite 2	Bay City	MI	48708-5722
United Way of Benton & Lincoln Counties	PO Box 2499	Corvallis	OR	97339
United Way of Blair County	5414 6Th Ave	Altoona	PA	16602-1203
United Way of Butler County	407 W Jefferson St, Suite A	Butler	PA	16001-5485
United Way of Coastal Carolina	601 Broad St	New Bern	NC	28560-4805
United Way of Danville Area	28 W North St, Suite 102	Danville	IL	61832-5783
United Way of Douglas County	2518 Ridge Ct, Suite 200	Lawrence	KS	66046-4029
United Way of Faribault	220 Central Ave N, Suite 100	Faribault	MN	55021-5221
United Way of Flathead, Lake, Lincoln and Glacier C	P.O. Box 7217	Kalispell	MT	59904
United Way of Garland County	233 Hobson Ave	Hot Springs National P	AR	71913-3724
United Way of Goodhue, Wabasha, & Pierce Counties	413 W 3Rd St	Red Wing	MN	55066-2310
United Way of Greater Augusta	24 Idlewood Blvd, Suite 106	Staunton	VA	24401-9303
United Way of Greater Milwaukee	225 W Vine St	Milwaukee	WI	53212-3935
United Way of Greater Niagara	6420 Inducon Dr W, Suite B2	Sanborn	NY	14132-9025
United Way of Greater Philadelphia & Southern NJ	1709 Benjamin Franklin Pkwy Ofc	Philadelphia	PA	19103-1294
United Way of Lake County	9285 Progress Pkwy	Mentor	OH	44060-1854
United Way of Laramie County	1007 E Lincolnway	Cheyenne	WY	82001
United Way of Southeastern Connecticut	283 Stoddards Wharf Rd, P.O. Box 375	Gales Ferry	CT	06335-0375
United Way of The Greater Winona Area	902 E 2Nd St, Suite 330	Winona	MN	55987-6511
United Way of the Laurel Highlands	422 Main St, Suite 203	Johnstown	PA	15901-1824
United Way of the Mid-Willamette Valley	455 Bliler Ave NE	Salem	OR	97301-5069
United Way of the Upper Ohio Valley	51 11Th St	Wheeling	WV	26003-2937
United Way of West Tennessee	1341 N Highland Ave	Jackson	TN	38301-4018
Unity Christian Church	409 King Charles Ave	Rehoboth Beach	DE	19971
Unity on the Avenue	4670 E 17Th Avenue Pkwy	Denver	CO	80220-1126

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List of Customers or Former Customers of Debtor

University of Mary Hardin-Baylor	900 College St	Belton	TX	76513
Valley Bible Church	1477 Willow Ave	Hercules	CA	94547
Valley Bible Church	3021 S Sullivan Rd	Veradale	WA	99037-9053
Valley Church	4343 Fuller Rd	West Des Moines	IA	50265-5319
Victory Christian Church	PO Box 710	Pell City	AL	35125-0710
Victory Life Church	3412 W University Blvd	Durant	OK	74701
Victory World Outreach	3150 S Academy Blvd	Colorado Springs	CO	80916
Vieux Carre Baptist	711 Dauphine St	New Orleans	LA	70116
Vine Church	2501 Gallows Rd	Dunn Loring	VA	22027-1311
Water from the Rock	16765 Lookout Rd	Selma	TX	78154
Wausau School Foundation	415 Seymour St	Wausau	WI	54403-6267
Wellington Church	3224 Lexington Rd	Nicholasville	KY	40356-9798
West Branch United Methodist Church	109 Town Lake Pkwy	Woodstock	GA	30188
West Park Baptist Church	4004 West Lake Ida Rd	Delray Beach	FL	33445
Whole Heart Ministries	1840 Deer Creek Rd, Suite 212	Monument	CO	80132-9052
Woodside Bible Church	6600 Rochester Rd	Troy	MI	48085-1352
World Changers	2500 Burdett Rd	College Park	GA	30349

B1040 (FORM 1040) (12/24)

ADVERSARY PROCEEDING COVER SHEET (Instructions on Reverse)		ADVERSARY PROCEEDING NUMBER (Court Use Only)		
PLAINTIFFS Vision2Systems LLC	DEFENDANTS Parties listed on Appendix A and Appendix B to the Complaint			
ATTORNEYS (Firm Name, Address, and Telephone No.) Spencer Fane LLP, c/o Jason P. Kathman, 5700 Granite Parkway, Suite 650, Plano, TX 75024; 972-324-0300	ATTORNEYS (If Known)			
PARTY (Check One Box Only) ☒ Debtor ☐ U.S. Trustee/Bankruptcy Admin ☐ Creditor ☐ Other ☐ Trustee	PARTY (Check One Box Only) ☐ Debtor ☐ U.S. Trustee/Bankruptcy Admin ☐ Creditor ☒ Other ☐ Trustee			
CAUSE OF ACTION (WRITE A BRIEF STATEMENT OF CAUSE OF ACTION, INCLUDING ALL U.S. STATUTES INVOLVED) Declaratory Judgment Pursuant to 28 U.S.C. Section 2201(a); Preliminary Injunctive Relief Under Sections 105 and 363 of the Bankruptcy Code.				
NATURE OF SUIT (Number up to five (5) boxes starting with lead cause of action as 1, first alternative cause as 2, second alternative cause as 3, etc.)				
<table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top; border: none;"> FRBP 7001(a) – Recovery of Money/Property ☐ 11-Recovery of money/property - §542 turnover of property ☐ 12-Recovery of money/property - §547 preference ☐ 13-Recovery of money/property - §548 fraudulent transfer ☐ 14-Recovery of money/property - other FRBP 7001(b) – Validity, Priority or Extent of Lien ☐ 21-Validity, priority or extent of lien or other interest in property FRBP 7001(c) – Approval of Sale of Property ☐ 31-Approval of sale of property of estate and of a co-owner - §363(h) FRBP 7001(d) – Objection/Revocation of Discharge ☐ 41-Objection / revocation of discharge - §727(c),(d),(e) FRBP 7001(e) – Revocation of Confirmation ☐ 51-Revocation of confirmation FRBP 7001(f) – Dischargeability ☐ 66-Dischargeability - §523(a)(1),(14),(14A) priority tax claims ☐ 62-Dischargeability - §523(a)(2), false pretenses, false representation, actual fraud ☐ 67-Dischargeability - §523(a)(4), fraud as fiduciary, embezzlement, larceny (continued next column) </td> <td style="width: 50%; vertical-align: top; border: none;"> FRBP 7001(f) – Dischargeability (continued) ☐ 61-Dischargeability - §523(a)(5), domestic support ☐ 68-Dischargeability - §523(a)(6), willful and malicious injury ☐ 63-Dischargeability - §523(a)(8), student loan ☐ 64-Dischargeability - §523(a)(15), divorce or separation obligation (other than domestic support) ☐ 65-Dischargeability - other FRBP 7001(g) – Injunctive Relief ☐ 71-Injunctive relief – imposition of stay ☒ 72-Injunctive relief – other FRBP 7001(h) Subordination of Claim or Interest ☐ 81-Subordination of claim or interest FRBP 7001(i) Declaratory Judgment ☐ 91-Declaratory judgment FRBP 7001(j) Determination of Removed Action ☐ 01-Determination of removed claim or cause Other ☐ SS-SIPA Case – 15 U.S.C. §§78aaa <i>et seq.</i> ☐ 02-Other (e.g. other actions that would have been brought in state court if unrelated to bankruptcy case) </td> </tr> </table>			FRBP 7001(a) – Recovery of Money/Property ☐ 11-Recovery of money/property - §542 turnover of property ☐ 12-Recovery of money/property - §547 preference ☐ 13-Recovery of money/property - §548 fraudulent transfer ☐ 14-Recovery of money/property - other FRBP 7001(b) – Validity, Priority or Extent of Lien ☐ 21-Validity, priority or extent of lien or other interest in property FRBP 7001(c) – Approval of Sale of Property ☐ 31-Approval of sale of property of estate and of a co-owner - §363(h) FRBP 7001(d) – Objection/Revocation of Discharge ☐ 41-Objection / revocation of discharge - §727(c),(d),(e) FRBP 7001(e) – Revocation of Confirmation ☐ 51-Revocation of confirmation FRBP 7001(f) – Dischargeability ☐ 66-Dischargeability - §523(a)(1),(14),(14A) priority tax claims ☐ 62-Dischargeability - §523(a)(2), false pretenses, false representation, actual fraud ☐ 67-Dischargeability - §523(a)(4), fraud as fiduciary, embezzlement, larceny (continued next column)	FRBP 7001(f) – Dischargeability (continued) ☐ 61-Dischargeability - §523(a)(5), domestic support ☐ 68-Dischargeability - §523(a)(6), willful and malicious injury ☐ 63-Dischargeability - §523(a)(8), student loan ☐ 64-Dischargeability - §523(a)(15), divorce or separation obligation (other than domestic support) ☐ 65-Dischargeability - other FRBP 7001(g) – Injunctive Relief ☐ 71-Injunctive relief – imposition of stay ☒ 72-Injunctive relief – other FRBP 7001(h) Subordination of Claim or Interest ☐ 81-Subordination of claim or interest FRBP 7001(i) Declaratory Judgment ☐ 91-Declaratory judgment FRBP 7001(j) Determination of Removed Action ☐ 01-Determination of removed claim or cause Other ☐ SS-SIPA Case – 15 U.S.C. §§78aaa <i>et seq.</i> ☐ 02-Other (e.g. other actions that would have been brought in state court if unrelated to bankruptcy case)
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☐ Check if this case involves a substantive issue of state law	☐ Check if this is asserted to be a class action under FRCP 23			
☐ Check if a jury trial is demanded in complaint	Demand \$			
Other Relief Sought				

B1040 (FORM 1040) (12/24)

BANKRUPTCY CASE IN WHICH THIS ADVERSARY PROCEEDING ARISES		
NAME OF DEBTOR In re: Vision2Systems LLC		BANKRUPTCY CASE NO. 25-40583-MXM-11
DISTRICT IN WHICH CASE IS PENDING Northern District of Texas	DIVISION OFFICE Fort Worth Division	NAME OF JUDGE Mark X. Mullin
RELATED ADVERSARY PROCEEDING (IF ANY)		
PLAINTIFF	DEFENDANT	ADVERSARY PROCEEDING NO.
DISTRICT IN WHICH ADVERSARY IS PENDING	DIVISION OFFICE	NAME OF JUDGE
SIGNATURE OF ATTORNEY (OR PLAINTIFF) <i>/s/ Jason P. Kathman</i>		
DATE 02/19/2025	PRINT NAME OF ATTORNEY (OR PLAINTIFF) Jason P. Kathman	

INSTRUCTIONS

The filing of a bankruptcy case creates an “estate” under the jurisdiction of the bankruptcy court which consists of all of the property of the debtor, wherever that property is located. Because the bankruptcy estate is so extensive and the jurisdiction of the court so broad, there may be lawsuits over the property or property rights of the estate. There also may be lawsuits concerning the debtor’s discharge. If such a lawsuit is filed in a bankruptcy court, it is called an adversary proceeding.

A party filing an adversary proceeding must also complete and file Form 1040, the Adversary Proceeding Cover Sheet, unless the party files the adversary proceeding electronically through the court’s Case Management/Electronic Case Filing system (CM/ECF). (CM/ECF captures the information on Form 1040 as part of the filing process.) When completed, the cover sheet summarizes basic information on the adversary proceeding. The clerk of court needs the information to process the adversary proceeding and prepare required statistical reports on court activity.

The cover sheet and the information contained on it do not replace or supplement the filing and service of pleadings or other papers as required by law, the Bankruptcy Rules, or the local rules of court. The cover sheet, which is largely self-explanatory, must be completed by the plaintiff’s attorney (or by the plaintiff if the plaintiff is not represented by an attorney). A separate cover sheet must be submitted to the clerk for each complaint filed.

Plaintiffs and Defendants. Give the names of the plaintiffs and defendants exactly as they appear on the complaint.

Attorneys. Give the names and addresses of the attorneys, if known.

Party. Check the most appropriate box in the first column for the plaintiffs and the second column for the defendants.

Demand. Enter the dollar amount being demanded in the complaint.

Signature. This cover sheet must be signed by the attorney of record in the box on the second page of the form. If the plaintiff is represented by a law firm, a member of the firm must sign. If the plaintiff is pro se, that is, not represented by an attorney, the plaintiff must sign.