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

**DEBTOR'S APPLICATION FOR ENTRY OF AN ORDER AUTHORIZING THE
EMPLOYMENT AND RETENTION OF STRETTO, INC. AS CLAIMS, NOTICING,
AND SOLICITATION AGENT EFFECTIVE AS OF THE PETITION DATE**

**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 19, 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.**

Vision2Systems LLC (the “**Debtor**”) in the above-captioned chapter 11 case (the “**Chapter 11 Case**”), hereby files this *Application for Entry of an Order Authorizing the Employment and Retention of Stretto, Inc. as Claims, Noticing, And Solicitation Agent Effective as of the Petition Date* (the “**Application**”) and respectfully states the following in support:

RELIEF REQUESTED

1. By this Application, the Debtor seeks entry of an order authorizing the Debtor to retain and employ Stretto, Inc. as its claims, noticing, and solicitation agent (the “**Claims and Noticing Agent**”) effective as of February 19, 2025 (the “**Petition Date**”), in accordance with the terms and conditions of the engagement as set forth in the Service Agreement entered into by the Debtor and Stretto on February 19, 2025, a copy of which is attached as **Exhibit A** (the “**Engagement Letter**”).

2. In support of this Application, the Debtor submits the Declaration of Sheryl Betance, Senior Managing Director, Corporate Restructuring, of Stretto, attached as **Exhibit B** (the “**Betance Declaration**”).

3. The Debtor seeks to retain Stretto as its Claims and Noticing Agent, including having Stretto assume full responsibility for the distribution of notices and the maintenance, processing, and docketing of proofs of claim filed in the Chapter 11 Case.

JURISDICTION AND VENUE

4. This Court has jurisdiction over this matter under 28 U.S.C. § 1334, and this is a core matter under 28 U.S.C. § 157(b).

5. Venue is proper under 28 U.S.C. §§ 1408 and 1409.

6. The bases for the relief requested are 28 U.S.C. § 156(c), sections 105(a), 327(a), and 330(a), and 1107(b) of the Bankruptcy Code, rules 2014(a) and 2016 of the Federal Rules of Bankruptcy Procedure, and Local Bankruptcy Rules 2014-1 and 2016-1.

BACKGROUND

7. 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

BASIS FOR RELIEF REQUESTED

13. The Debtor wishes to retain Stretto as the Claims and Noticing Agent for this Chapter 11 Case, to, among other tasks: (i) serve as the noticing agent to mail notices to the estate's creditors, equity security holders, and parties in interest; (ii) provide computerized claims, objection, solicitation, and balloting database services; and (ii) provide expertise, consultation, and assistance in claim and ballot processing and other administrative services with respect to this Chapter 11 Case. The Debtor submits that its selection of Stretto to act as the Claims and Noticing Agent is appropriate under the circumstances and in the best interest of its estate. Moreover, the Debtors submit that Stretto's rates are competitive and reasonable given Stretto's quality of services and expertise.

STRETTO'S QUALIFICATIONS

14. Stretto is a chapter 11 administrator comprised of leading industry professionals with significant experience in both the legal and administrative aspects of all sizes of chapter 11 cases. Stretto's professionals have experience in noticing, claims administration, solicitation, balloting, and facilitating other administrative aspects of chapter 11 cases and experience in

matters of this size and complexity. Stretto's professionals have acted as official claims and noticing agent in many large bankruptcy cases in this district and in other districts nationwide. Stretto has developed efficient and cost-effective methods to handle the voluminous mailings associated with the noticing and claims processing portions of chapter 11 cases to ensure the efficient, orderly and fair treatment of creditors, equity security holders, and all parties in interest.¹

15. Under the Engagement Letter, Stretto will perform the following services, as the Claims and Noticing Agent, at the request of the Debtor or the Clerk of the Bankruptcy Court:

- a. assist the Debtor with the preparation and distribution of all required notices and documents in accordance with the Bankruptcy Code and the Bankruptcy Rules in the form and manner directed by the Debtor and/or the Court, including: (i) the notice of the commencement of this Chapter 11 Case and the initial meeting of creditors under Bankruptcy Code section 341(a); (ii) the notice of any claims bar date; (iii) the notice of any proposed sale of the Debtor's assets; (iv) the notices of objections to claims and objections to transfers of claims; (v) the notices of any hearings on a disclosure statement and confirmation of any plan or plans of reorganization, including under Bankruptcy Rule 3017(d); (vi) the notice of the effective date of any plan; and (vii) all other notices, orders, pleadings, publications and other documents as the Debtor, Court, or Clerk may deem necessary or appropriate for an orderly administration of this Chapter 11 Case;
- b. maintain an official copy of the Debtor's schedules of assets and liabilities and statements of financial affairs (collectively, the "**Schedules**"), listing the Debtor's known creditors and the amounts owed thereto;
- c. maintain (i) a list of all potential creditors, equity holders, and other parties-in-interest and (ii) a "core" mailing list consisting of all parties described in Bankruptcy Rule 2002(i), (j), and (k) and those parties that have filed a notice of appearance pursuant to Bankruptcy Rule 9010, and update and make said lists available upon request by a party-in-interest or the Clerk;

¹ Recent Stretto cases in this district include *In re Fore Machine, LLC*, No. 22-40487 (MXM) (Bankr. N.D. Tex. Mar. 14, 2022); *In re Rockall Energy Holdings, LLC*, No. 22-90000 (MXM) (Bankr. N.D. Tex. Mar. 14, 2022); *In re Tuesday Morning Corp.*, No. 23-90001 (ELM) (Bankr. N.D. Tex. Feb. 23, 2023); *In re Tubular Synergy Grp., LP*, No. 24-80056 (SWE) (Bankr. N.D. Tex. July 11, 2024); *In re KidKraft, Inc.*, No. 24-80045 (MVL) (Bankr. N.D. Tex. May 14, 2024); *In re Eye Care Leaders Portfolio Holdings, LLC*, No. 24-80001 (MVL) (Bankr. N.D. Tex. Jan. 17, 2024); *In re Sunland Med. Found.*, No. 23-8000 (MVL) (Bankr. N.D. Tex. Aug. 31, 2023); *In re Red River Waste Solutions, Inc.*, No. 21-42423 (ELM) (Bankr. N.D. Tex. Dec. 20, 2021); *In re CiCi's Case Holdings, Inc.*, No. 21-30146 (SGJ) (Bankr. N.D. Tex. Jan. 27, 2021); and *In re Diamondback Industries, Inc.*, No. 20-41504 (ELM) (Bankr. N.D. Tex. Apr. 28, 2020).

- d. to the extent applicable, furnish a notice to all potential creditors of the last date for filing proofs of claim and a form for filing a proof of claim, after such notice and form are approved by the Court, and notify said potential creditors of the existence, amount and classification of their respective claims as set forth in the Schedules, which may be effected by inclusion of such information (or the lack thereof, in cases where the Schedules indicate no debt due to the subject party) on a customized proof of claim form provided to potential creditors;
- e. maintain a post office box or address for receiving claims and returned mail, and process all mail received;
- f. for all notices, motions, orders or other pleadings or documents served, prepare and file or cause to be filed with the Clerk no more frequently than every seven (7) days an affidavit or certificate of service that includes: (i) either a copy of the notice served or the docket number(s) and title(s) of the pleading(s) served; (ii) a list of persons to whom it was mailed (in alphabetical order) with their addresses; (iii) the manner of service; and (iv) the date served;
- g. receive and process all proofs of claim, including those received by the Clerk, check said processing for accuracy and maintain the original proofs of claim in a secure area;
- h. provide an electronic interface for filing proofs of claim;
- i. maintain the official claims register for each Debtor (collectively, the "Claims Registers") on behalf of the Clerk; upon the Clerk's request, provide the Clerk with certified, duplicate unofficial Claims Registers; and specify in the Claims Registers the following information for each claim docketed: (i) the claim number assigned; (ii) the date received; (iii) the name and address of the claimant and agent, if applicable, who filed the claim; (iv) address for payment, if different from the notice address; (v) the amount asserted; (vi) the asserted classification(s) of the claim (*e.g.*, secured, unsecured, priority, etc.); (vii) the applicable Debtor; and (viii) any disposition of the claim;
- j. provide public access to the Claims Registers, including complete proofs of claim with attachments, if any, without charge;
- k. record all transfers of claims and provide any notices of such transfers as required by Bankruptcy Rule 3001(e);

- l. implement reasonable security measures designed to ensure the completeness and integrity of the Claims Registers and the safekeeping of any proofs of claim;
- m. relocate, by messenger or overnight delivery, all of the court-filed proofs of claim to the offices of Stretto not less than weekly;
- n. monitor the Court's docket for all notices of appearance, address changes, and claims-related pleadings and orders filed and make necessary notations on and/or changes to the claims register and any service or mailing lists, including to identify and eliminate duplicative names and addresses from such lists;
- o. assist in the dissemination of information to the public and respond to requests for administrative information regarding this Chapter 11 Case as directed by the Debtor or the Court, including through the use of a case website and/or call center;
- p. provide docket updates via email to parties who subscribe for such service on the Debtor's case website;
- q. comply with applicable federal, state, municipal, and local statutes, ordinances, rules, regulations, orders, and other requirements in connection with the services rendered pursuant to the Engagement Letter;
- r. if this Chapter 11 case is converted to a case under chapter 7 of the Bankruptcy Code, contact the Clerk within three (3) days of notice to Stretto of entry of the order converting the cases;
- s. thirty (30) days prior to the close of these chapter 11 cases, to the extent practicable, request that the Debtors submit to the Court a proposed order dismissing Stretto as claims, noticing, and solicitation agent and terminating its services in such capacity upon completion of its duties and responsibilities and upon the closing of this Chapter 11 Case;
- t. within seven (7) days of notice to Stretto of entry of an order closing this Chapter 11 Case, provide to the Court the final version of the Claims Registers as of the date immediately before the close of the case;
- u. at the close of this Chapter 11 Case: (i) box and transport all original documents, in proper format, as provided by the Clerk, any location requested by the Clerk; and (ii) docket a completed SF-135 Form indicating the accession and location numbers of the archived claims;

- v. assist the Debtor with, among other things, plan-solicitation services including: (i) balloting; (ii) distribution of applicable solicitation materials; (iii) tabulation and calculation of votes; (iv) determining with respect to each ballot cast, its timeliness and its compliance with the Bankruptcy Code, Bankruptcy Rules, and procedures ordered by this Court; (v) preparing an official ballot certification and testifying, if necessary, in support of the ballot tabulation results; and (vi) in connection with the foregoing services, process requests for documents from parties in interest, including, if applicable, brokerage firms, bank back-offices and institutional holders;
- w. if requested, assist with the preparation of the Debtors' Schedules and gather data in conjunction therewith;
- x. provide a confidential data room, if requested;
- y. coordinate publication of certain notices in periodicals and other media;
- z. manage and coordinate any distributions pursuant to a chapter 11 plan; and
- aa. provide such other claims, noticing, processing, solicitation, balloting, and other administrative services described in the Engagement Letter, that may be requested from time to time by the Debtor, the Court, or the Clerk.

Compensation

16. The Debtor respectfully requests that the undisputed fees and expenses incurred by Stretto in the performance of the above services be treated as administrative expenses of the Debtor's chapter 11 estate under 28 U.S.C. § 156(c) and Bankruptcy Code § 503(b)(1)(A) and be paid in the ordinary course of business in accordance with the Engagement Letter without further application to or order of the Court. Subject to the Court's authorization, Stretto will invoice the Debtor monthly for services rendered to the Debtor during the preceding month.

17. Stretto agrees to maintain records of all services showing dates, categories of services, fees charged, and expenses incurred, and to serve, no less frequently than monthly,

invoices on the Debtor, the Office of the United States Trustee, counsel for the Debtor, counsel for any official committee appointed in this Chapter 11 Case, and any party in interest who specifically requests service of the monthly invoices. If any dispute arises relating to the Engagement Letter or monthly invoices, the parties shall meet and confer in an attempt to resolve the dispute. If resolution is not achieved, the parties may seek resolution of the matter from this Court.

18. Stretto did not receive an advance retainer in connection with this case.

STRETTO'S DISINTERESTEDNESS

19. Stretto has reviewed its conflicts system to determine whether it has any relationships with the Debtor's creditors and parties in interest. Except as disclosed in the Betance Declaration, Stretto represents that it neither holds nor represents any interest materially adverse to the Debtor's estate in connection with any matter on which it would be employed. To the best of the Debtor's knowledge, Stretto is a "disinterested person" as that term is defined in § 101(14) of the Bankruptcy Code, as modified by § 1107(b) of the Bankruptcy Code.

NOTICE

20. No Chapter 11 trustee or creditors' committee has been appointed in this case as of the filing of this Application. Notice of this Application 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, and (e) any parties requesting notice of pleadings. In light of the nature of the relief requested in this Application, the Debtor submits that no further notice is necessary.

WHEREFORE, the Debtors respectfully request that the Court enter an order granting the relief requested in this Application and such other relief as the Court deems appropriate under the circumstances.

Dated: February 26, 2025.

Respectfully submitted,

/s/ Megan F. Clontz

Jason P. Kathman

State Bar No. 24070036

Megan F. Clontz

State Bar No. 24069703

Alex S. Anderson

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

CERTIFICATE OF SERVICE

I, the undersigned, hereby certify that, on or before February 26, 2025, caused to be served via the Court's electronic transmission facilities upon all parties accepting such service and upon all parties listed in the attached Master Service List.

/s/ Megan F. Clontz

Megan F. Clontz

EXHIBIT A

Services Agreement

This Services Agreement (this “**Agreement**”) is entered into as of February 19, 2025 between Stretto, Inc. (“**Stretto**”) and Vision2Systems LLC (together with its affiliates and subsidiaries, the “**Company**”).¹

In consideration of the promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Services

- (a) Stretto agrees to provide the Company with consulting services regarding (i) legal noticing, maintenance of claims registers, creditor mailing matrices, an electronic platform for filing proofs of claim, plan solicitation, balloting, tabulation of votes, disbursements, and administrative support in preparation of schedules of assets and liabilities and statements of financial affairs (“**Claims Administration, Noticing, and Solicitation Services**”); and (ii) crisis communications, claims analysis and reconciliation, preference analysis and recovery, contract review and analysis, case research, public securities, depository management, treasury services, confidential online workspaces or data rooms (publication to which shall not violate the confidentiality provisions of this Agreement), and any other services agreed upon by the parties or otherwise required by applicable law, governmental regulations, or court rules or orders (all such services collectively, the “**Services**”).
- (b) The Company acknowledges and agrees that Stretto will often take direction from the Company's representatives, employees, agents, and/or professionals (collectively, the “**Company Parties**”) with respect to providing Services hereunder. The parties agree that Stretto may rely upon, and the Company agrees to be bound by, any requests, advice, or information provided by the Company Parties to the same extent as if such requests, advice, or information were provided by the Company.
- (c) The Company agrees and understands that Stretto shall not provide the Company or any other party with legal advice.

2. Rates, Expenses and Payment

- (a) Stretto will provide the Services on an as-needed basis and upon request or agreement of the Company. Stretto's charges for Services through the effective date of a chapter 11 plan shall be at the rates attached hereto (the “**Preferred Rate Structure**”). The Company agrees that the Preferred Rate Structure shall not be applicable to Services provided to the entity or entities (including the Company) responsible for implementing a confirmed and effective chapter 11 plan and that such Services will be provided at Stretto's then prevailing rates. The Company agrees to pay for reasonable out of pocket expenses incurred by Stretto in connection with providing Services hereunder.
- (b) Stretto will bill the Company no less frequently than monthly. All invoices shall be due and payable upon receipt. Where an expense or group of expenses to be incurred is expected to exceed \$10,000 (e.g., publication notice), Stretto may require advance or direct payment from

¹ The Company shall include, to the extent applicable, the Company, as debtor and debtor in possession in any chapter 11 case, together with any affiliated debtors and debtors in possession whose chapter 11 cases are jointly administered with the Company's chapter 11 case. Each affiliated entity shall be jointly and severally liable for the Company's fees and expenses.



the Company before the performance of Services hereunder. If any amount is unpaid as of 30 days after delivery of an invoice, the Company agrees to pay a late charge equal to 1.5% of the total amount unpaid every 30 days.

- (c) In the case of a dispute with respect to an invoice amount, the Company shall provide a detailed written notice of such dispute to Stretto within 10 days of receipt of the invoice.
- (d) The undisputed portion of the invoice will remain due and payable immediately upon receipt thereof. Late charges shall not accrue on any amounts disputed in good faith.
- (e) The Company shall pay any fees and expenses for Services relating to, arising out of, or resulting from any error or omission made by the Company or the Company Parties.
- (f) The Company shall pay or reimburse any taxes that are applicable to Services performed hereunder or that are measured by payments made hereunder and are required to be collected by Stretto or paid by Stretto to a taxing authority.
- (g) Upon execution of this Agreement, the Company shall pay Stretto an advance of \$ 750. Stretto may use such advance against unpaid fees and expenses hereunder. Stretto may use the advance against all prepetition fees and expenses. Company shall upon Stretto's request, which request may take the form of an invoice, replenish the advance to the original advance amount. Stretto may also, at its option hold such advance to apply against unpaid fees and expenses hereunder.
- (h) Stretto reserves the right to make reasonable increases to the Preferred Rate Structure on a periodic basis. If any such increase represents an increase greater than 10% from the previously effective level, Stretto shall provide 30 days' notice to the Company of such increase.
- (i) Payments to Stretto under the terms of this Agreement for services rendered, may be remitted by Company using either (or both) of the following methods:

Wire Transmission

Bank Name – Banc of California

Bank Address – 110 West A Street, Suite 100, San Diego, CA 92101

ABA – 122238200

Account Number – 1000681781

Account Name – Stretto, Inc.

Check

Stretto, Inc.

Attn: Accounts Receivable

410 Exchange, Suite 100

Irvine, CA 92602

3. Retention in Bankruptcy Case

- (a) If the Company commences a case pursuant to title 11 of the United States Code (the "Bankruptcy Code"), the Company promptly shall file any necessary application with the Bankruptcy Court to retain Stretto to provide the Services. The form and substance of such applications and any order approving them shall be reasonably acceptable to Stretto.
- (b) If the Company seeks authorization in a chapter 11 case to obtain postpetition financing, including debtor-in-possession loans or use of cash collateral, the Company shall include Stretto's fees and expenses incurred hereunder in any professional compensation carve-out.



- (c) If any Company chapter 11 case converts to a case under chapter 7 of the Bankruptcy Code, Stretto will continue to be paid for Services pursuant to 28 U.S.C. § 156(c) and the terms hereunder.

4. Confidentiality

- (a) The Company and Stretto agree to keep confidential all non-public records, systems, procedures, software, and other information received from the other party in connection with the Services provided hereunder; provided, however, that if any such information was publicly available, already in the receiving party's possession or known to it, independently developed by the receiving party, lawfully obtained by the receiving party from a third party, or required to be disclosed by law, then the receiving party shall bear no responsibility for publicly disclosing such information.
- (b) If either party reasonably believes that it is required to disclose any confidential information pursuant to an order from a governmental authority, (i) such party shall provide written notice to the other party promptly after receiving such order, to allow the other party sufficient time, if possible, to seek any remedy available under applicable law to prevent disclosure of the information; and (ii) such party will limit such disclosure to the extent such party's counsel in good faith determines such disclosure can be limited.

5. Property Rights

Stretto reserves to itself and its agents all property rights in and to all materials, concepts, creations, inventions, works of authorship, improvements, designs, innovations, ideas, discoveries, know-how, techniques, programs, systems, specifications, applications, processes, routines, manuals, documentation, and any other information or property (collectively, "**Property**") furnished by Stretto for itself or for use by the Company hereunder. The foregoing definition of Property shall include any and all data, from any source, downloaded, stored, and maintained by Stretto's technology infrastructure. Fees and expenses paid by the Company do not vest in the Company any rights in such Property. Such Property is only being made available for the Company's use during and in connection with the Services provided by Stretto hereunder.

6. Bank Accounts

At the request of the Company or the Company Parties, Stretto shall be authorized to establish accounts with financial institutions in the name of and as agent for the Company to facilitate cash management and distributions pursuant to a chapter 11 plan or other transaction. To the extent that certain financial products are provided to the Company pursuant to Stretto's agreement with financial institutions, Stretto may receive compensation from such institutions for the services Stretto provides pursuant to such agreement.

7. Term and Termination

- (a) This Agreement shall remain in effect until terminated by either party: (i) on 30 days' prior written notice to other party; or (ii) immediately upon written notice for Cause (as defined herein). "**Cause**" means (i) gross negligence or willful misconduct of Stretto that causes material harm to the Company's restructuring under chapter 11 of the Bankruptcy Code, (ii) the failure of the Company to pay Stretto invoices for more than 60 days from the date of invoice or (iii) the accrual of invoices or unpaid Services in excess of the advance held by Stretto where Stretto reasonably believes it likely will not be paid.



- (b) If this Agreement is terminated after Stretto is retained pursuant to Bankruptcy Court order, the Company promptly shall seek entry of a Bankruptcy Court order discharging Stretto of its duties under such retention, which order shall be in form and substance reasonably acceptable to Stretto.
- (c) If this Agreement is terminated, the Company shall remain liable for all amounts then accrued and/or due and owing to Stretto hereunder.
- (d) If this Agreement is terminated, Stretto shall coordinate with the Company and, to the extent applicable, the clerk of the Bankruptcy Court, to maintain an orderly transfer of record keeping functions, and Stretto shall provide the necessary staff, services, and assistance required for such an orderly transfer. The Company agrees to pay for such Services pursuant to the Preferred Rate Structure.

8. No Representations or Warranties

Stretto makes no representations or warranties, express or implied, regarding the services and products sold or licensed to the Company hereunder or otherwise with respect to this Agreement, including, without limitation, any express or implied warranty of merchantability, fitness or adequacy for a particular purpose or use, quality, productiveness, or capacity. Notwithstanding the foregoing, if the above disclaimer is not enforceable under applicable law, such disclaimer will be construed by limiting it so as to be enforceable to the extent compatible with applicable law.

9. Indemnification

- (a) To the fullest extent permitted by applicable law, the Company shall indemnify and hold harmless Stretto and its members, directors, officers, employees, representatives, affiliates, consultants, subcontractors, and agents (collectively, the "**Indemnified Parties**") from and against any and all losses, claims, damages, judgments, liabilities, and expenses, whether direct or indirect (including, without limitation, counsel fees and expenses) (collectively, "**Losses**") resulting from, arising out of, or related to Stretto's performance hereunder. Without limiting the generality of the foregoing, Losses include any liabilities resulting from claims by any third parties against any Indemnified Party.
- (b) Stretto and the Company shall notify each other in writing promptly upon the assertion, threat or commencement of any claim, action, investigation, or proceeding that either party becomes aware of with respect to the Services provided hereunder.
- (c) The Company's indemnification of Stretto hereunder shall exclude Losses resulting from Stretto's gross negligence or willful misconduct.
- (d) The Company's indemnification obligations hereunder shall survive the termination of this Agreement.

10. Limitations of Liability

Except as expressly provided herein, Stretto's liability to the Company for any Losses, unless due to Stretto's gross negligence or willful misconduct, shall be limited to the total amount paid by the Company to Stretto for the portion of the particular work that gave rise to the alleged Loss. In no event shall Stretto be liable for any indirect, special, or consequential damages (such as loss of anticipated profits or other economic loss) in connection with or arising out of the Services provided hereunder.

11. Company Data

- (a) The Company is responsible for, and Stretto does not verify, the accuracy of the programs, data and other information it or any Company Party submits for processing to Stretto and for the output of such information, including, without limitation, with respect to preparation of statements of financial affairs and schedules of assets and liabilities (collectively, "**SOFAs and Schedules**"). Stretto bears no responsibility for the accuracy and content of SOFAs and Schedules, and the Company is deemed hereunder to have approved and reviewed all SOFAs and Schedules filed on its behalf.
- (b) The Company agrees, represents, and warrants to Stretto that before delivery of any information to Stretto: (i) the Company has full authority to deliver such information to Stretto; (ii) it has complied with all applicable data protection laws in the collection and retention of personal data (including providing any required notices and/or disclosures to data subjects, consumers, or other necessary parties); and (iii) Stretto is authorized to use such information to perform Services hereunder and as otherwise set forth in this Agreement.
- (c) The Company also agrees and represents that, before delivery of any information to Stretto that is personal data subject to the GDPR or other data protection laws, Company shall notify Stretto of the impending delivery and request any modification to this Agreement that Company believes may be required by the applicable data protection laws with respect to that personal data. For the avoidance of doubt, Stretto shall not be required to comply with data protection laws and regulations unless and until they take effect during the term of the Agreement and are applicable to the information Company delivers to Stretto. Personal data shall have the meaning assigned to the terms "personal data" and/or "personal information" under the applicable data protection laws.
- (d) If Company notifies Stretto of the applicability of the GDPR to personal data delivered pursuant to this Agreement, the parties agree that the Agreement shall be subject to the terms set forth in the GDPR Addendum attached hereto as **Exhibit A** and incorporated herein in its entirety by reference.
- (e) Attached hereto as **Exhibit B** and incorporated herein in its entirety by reference are notification procedures in the event of a Data Security Incident (as defined therein).
- (f) Any data, storage media, programs or other materials furnished to Stretto by the Company may be retained by Stretto until the Services provided hereunder are paid in full. The Company shall remain liable for all fees and expenses incurred by Stretto under this Agreement as a result of data, storage media or other materials maintained, stored, or disposed of by Stretto. Any such disposal shall be in a manner requested by or acceptable to the Company; provided that if the Company has not utilized Stretto's Services for a period of 90 days or more, Stretto may dispose of any such materials in a manner to be determined in Stretto's sole reasonable discretion, and be reimbursed by the Company for the expense of such disposition, after giving the Company 30 days' notice. The Company agrees to initiate and maintain backup files that would allow the Company to regenerate or duplicate all programs, data, or information provided by the Company to Stretto.
- (g) Notwithstanding the foregoing, if Stretto is retained pursuant to Bankruptcy Court order, disposal of any Company data, storage media, or other materials shall comply with any applicable court orders and rules or clerk's office instructions.

12. California Consumer Privacy Act.

- (a) Definitions. In this Section 12,
 - (i) “**CCPA**” means the California Consumer Privacy Act of 2018, including amendments and final regulations;
 - (ii) “**Personal Information**” has the same meaning given to such term under section 1798.140 of the CCPA and is limited to Personal Information contained in any Company data provided to Stretto by the Company in order for Stretto to provide Services under this Agreement; and
 - (iii) “**Commercial Purposes**”, “**Sell**”, “**Share**”, “**Business**”, and “**Service Provider**” have the same meanings assigned to them in section 1798.140 of the CCPA.
- (b) Relationship Between the Parties. To the extent the Company is considered a Business under the CCPA, and subject to the terms of this Section 12, Stretto will act solely as Company’s Service Provider with respect to Personal Information.
- (c) Restrictions. Stretto will not: (i) Sell or Share Personal Information, (ii) retain, use, or disclose Personal Information for any purpose other than for the specific purpose of performing the Services specified in this Agreement, including retaining, using, or disclosing Personal Information for any Commercial Purpose other than providing the Services specified in this Agreement unless otherwise permitted under the CCPA; (iii) retain, use, or disclose the Personal Information outside the direct business relationship between Stretto and the Company; or (iv) combine the Personal Information that Stretto receives from, or on behalf of, the Company with Personal Information that it receives from, or on behalf of, another person or persons, or collects from its own interaction with a consumer, except as permitted by CCPA.

13. Non-Solicitation

The Company agrees that neither it nor any of its subsidiaries or affiliates shall directly or indirectly solicit for employment, employ, or otherwise retain as employees, consultants, or otherwise, any employees of Stretto during the term of this Agreement and for a period of 12 months after termination thereof unless Stretto provides prior written consent to such solicitation or retention.

14. Force Majeure

Whenever performance by Stretto of any of its obligations hereunder is materially prevented or impacted by reason of any act of God, government requirement, strike, lock-out or other industrial or transportation disturbance, fire, flood, epidemic, lack of materials, law, regulation or ordinance, act of terrorism, war or war condition, or by reason of any other matter beyond Stretto's reasonable control, then such performance shall be excused.

15. Choice of Law

The validity, enforceability, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of New York.

16. Arbitration

Any dispute arising out of or relating to this Agreement or the breach thereof shall be finally resolved by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment upon the award rendered by the arbitrators may be entered in any court having



jurisdiction. There shall be three arbitrators named in accordance with such rules. The arbitration shall be conducted in the English language in Irvine, California in accordance with the United States Arbitration Act. Notwithstanding the foregoing, upon commencement of any chapter 11 case(s) by the Company, any disputes related to this Agreement shall be decided by the bankruptcy court assigned to such chapter 11 case(s).

17. Integration; Severability; Modifications; Assignment

- (a) Each party acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms, and further agrees that it is the complete and exclusive statement of the agreement between the parties, which supersedes and merges all prior proposals, understandings, agreements, and communications between the parties relating to the subject matter hereof.
- (b) If any provision of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall in no way be affected or impaired thereby.
- (c) This Agreement may be modified only by a writing duly executed by an authorized representative of the Company and an officer of Stretto.
- (d) This Agreement and the rights and duties hereunder shall not be assignable by the parties hereto except upon written consent of the other; provided, however, that Stretto may assign this Agreement to a wholly-owned subsidiary or affiliate without the Company's consent.

18. Electronic Signatures; Effectiveness of Counterparts

This Agreement may be executed with electronic signatures using DocuSign or a similar service that provides a complete, automated history of the sending and signing, including key event timestamps. If the Parties execute this Agreement electronically, they agree that their electronic signatures are the legally binding equivalent to their handwritten signatures. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which shall constitute one and the same agreement. This Agreement will become effective when one or more counterparts have been signed by each of the parties and delivered to the other party, which delivery may be made by exchange of copies of the signature page by fax or email.

19. Notices

All notices and requests in connection with this Agreement shall be sufficiently given or made if given or made in writing via hand delivery, overnight courier, U.S. Mail (postage prepaid) or email, and addressed as follows:

If to Stretto: Stretto
 410 Exchange, Ste. 100
 Irvine, CA 92602
 Attn: Sheryl Betance
 Tel: 714.716.1872
 Email: sheryl.betance@stretto.com



If to the Company:

PAUL BALDWIN
3500 WHITE RIVER DRIVE
PLANO TX 75025
Ph 469-644-6218
paulg.baldwin@hotmail.com

With a copy to:

CARL TIERNEY
2500 N. HOUSTON ST. Apt 2502
DALLAS TX 75219
Ph. 843-737-3410
carl.tierney@gmail.com

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date first above written.

STRETTO, INC.

By: _____

Title:

[COMPANY] VISION Z SYSTEMS LLC

By: PAUL BALDWIN

Title: CFO

Exhibit A

GDPR Addendum

This GDPR Addendum is a part of the Services Agreement (the “**Agreement**”) by and between Stretto (the “**Processor**”) and the Company (together, the “**Parties**”) only if Company notifies Processor in advance of processing relevant data that such data is subject to the GDPR pursuant to Paragraphs 11(c) and 11(d) of the Agreement².

RECITALS

WHEREAS,

- (A) The Processor and the Company have agreed to the following terms regarding the Processing of Company Personal Data.
- (B) The Company acts as a Controller of the Company Personal Data.
- (C) The Company wishes to subcontract certain Services, pursuant to the Agreement, which imply and require the processing of personal data, to the Processor.
- (D) The Company instructs the Processor to process Company Personal Data.
- (E) The Parties seek to implement a data processing agreement that complies with the requirements of the current legal framework in relation to data processing and with the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation or “**GDPR**”).

NOW THEREFORE, the Company and the Processor agree as follows:

1. **Definitions.** The parties agree that the following terms, when used in this GDPR Addendum, shall have the following meanings.
 - (a) “**Addendum**” shall mean this GDPR Addendum;
 - (b) “**Company Personal Data**” means any Personal Data Processed by the Processor or a Subprocessor on behalf of the Company pursuant to or in connection with the Agreement, and may include, for example, Personal Data of Company’s employees, clients, customers, creditors, equity interest holders, or counter-parties;
 - (c) “**Data Protection Laws**” means EU Directive 95/46/EC, as transposed into domestic legislation of each Member State and as amended, replaced or superseded from time to time, including by the GDPR and laws implementing or supplementing the GDPR;

² Capitalized terms utilized but not defined in the GDPR Addendum have the meanings ascribed to them in the Agreement.



- (d) **"Services"** means the services the Processor provides to the Company pursuant to the Agreement;
- (e) **"Subprocessor"** means any person appointed by or on behalf the Processor to process Personal Data on behalf of the Company in connection with the Agreement;
- (f) **"Technical and organizational security measures"** means those measures aimed at protecting Personal Data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing;
- (g) The terms **"Commission"**, **"Controller"**, **"Data Subject"**, **"Member State"**, **"Personal Data"**, **"Personal Data Breach"**, **"Processor"**, **"Processing"**, **"Special Categories of Personal Data"**, and **"Supervisory Authority"** shall have the same meaning as in the GDPR, and their derivative terms shall be construed accordingly.

2. **Obligations of the Company.** The Company agrees and warrants:

- (a) that the Processing, including the transfer itself, of the Company Personal Data has been and will continue to be carried out in accordance with the relevant provisions of the applicable Data Protection Laws (and, where applicable, has been notified to the relevant authorities of the Member State);
- (b) that it has instructed and throughout the duration of the Services will instruct the Processor to process the Company Personal Data transferred only on the Company's behalf and in accordance with the applicable Data Protection Laws, the Agreement, and this Addendum;
- (c) that the Processor will implement appropriate technical and organizational security measures with respect to the Personal Data;
- (d) that after assessment of the requirements of the applicable Data Protection Laws, the technical and organizational security measures implemented by Processor are appropriate to protect the Company Personal Data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing, and that these measures ensure a level of security appropriate to the risks presented by the processing and the nature of the data to be protected having regard to the state of the art and the cost of their implementation;
- (e) that it will ensure compliance with the technical and organizational security measures; and
- (f) that the Company Personal Data transferred to Processor does not include or involve any special categories of data, as defined by Article 9 of the GDPR.

3. **Obligations of the Processor.** The Processor agrees:

- (a) to comply with the Data Protection Laws;
- (b) to process the Company Personal Data only on behalf of the Company and in compliance with the Company's instructions and this Addendum unless required to do so by Data Protection Laws to which Processor is subject; in such a case, the Processor shall inform the Company of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest; if Processor cannot comply with the Company's instructions, it agrees to inform promptly the Company of its inability to comply with such instructions, in which case the Parties shall work together in good faith to resolve Processor's inability to process Personal Data pursuant to the Company's instructions for no less than thirty (30) days, and failing resolution, Company is entitled to suspend the processing of Personal Data and/or terminate the Agreement;
- (c) that it has implemented reasonable and appropriate technical and organizational security measures before processing the Company Personal Data;
- (d) that it will promptly notify the Company about:
 - (i) any legally binding request for disclosure of the Company Personal Data required by law, subpoena, warrant, court order, government agency, or law enforcement unless otherwise prohibited by law, subpoena, warrant, court order, government agency, or law enforcement;
 - (ii) any Personal Data Breach ; and
 - (iii) any request received directly from any Data Subject and shall not otherwise respond to such request, unless required by Data Protection Laws;
- (e) to respond promptly to reasonable inquiries from the Company relating to Processor's processing of the Company Personal Data and to abide by the advice of the supervisory authority with regard to the Processing of the Company Personal Data;
- (f) to treat all confidential information and/or Company Personal Data received by Company in accordance with the confidentiality provisions in the Agreement. Any Subprocessor authorized by Processor or the Company shall contractually agree to maintain the confidentiality of such information or be under an appropriate statutory obligation of confidentiality; and
- (g) that it shall have the Company's authorization to use Sub-processors from an agreed list and shall specifically inform the Company in writing of any intended changes to that list through the addition or replacement of Sub-processors at least thirty (30) days in advance, thereby giving Company sufficient time to be able to object to such changes prior to the engagement of the Sub-processor(s). The data importer shall provide the data exporter with the information necessary to enable the data exporter to exercise its right to object.



4. **Obligations after Termination of Personal Data Processing Services.**

- (a) The Parties agree that within 10 business days of the termination of the Agreement or provision of Services, the Processor and any Subprocessor shall, at the choice of the Company, return all Company Personal Data and the copies thereof to the Company or shall destroy all the Company Personal Data and notify the Company that it has done so, unless prohibited by applicable law, subpoena, warrant, court order, government agency, or law enforcement. In that case, the Processor will abide by the confidentiality provisions in the Agreement and will not further process the Company Personal Data.
- (b) The Processor and any Subprocessor warrant that upon request of the Company and/or of the supervisory authority, it will submit its data-processing facilities for an audit of the technical and organizational security measures.

5. **Notices.**

- (a) All notices and communications given under this Addendum must be delivered as provided for by the Agreement.

Remainder of page is intentionally blank.

Exhibit B

Data Security Incident Notification Procedures

1. The following definitions shall apply to these data security incident notification procedures:
 - (a) **“Covered Data”** means, in any form, format, or media, nonpublic information (i.e., information that is not posted on a public website maintained by Stretto in accordance with the Bankruptcy Code, the Bankruptcy Rules, or applicable bankruptcy case procedures or local rules, or filed on a non-confidential basis with the court-sponsored PACER or other docket filing system) provided or transferred to Stretto by Company or by an individual creditor, shareholder, or other third party for the purposes of Stretto’s performance under this Agreement.
 - (b) **“Data Security Incident”** means the unauthorized or accidental access to, or use, disclosure, alteration, loss, or destruction of, Covered Data.
 - (c) **“Determine”** means Stretto has actual knowledge or reasonable certainty that a Data Security Incident has occurred.
 - (d) **“Discover”** means Stretto reasonably believes that a Data Security Incident has occurred.
2. When Stretto Discovers a potential Data Security Incident, Stretto shall begin an investigation into the nature and scope of the potential Data Security Incident at the direction of Stretto’s Chief Information Security Officer and/or incident response team.
3. As soon as practicable, but not later than seventy-two (72) hours after Stretto Determines that a Data Security Incident has occurred, Stretto will provide confidential written notification of the Data Security Incident to the Company and the attorney of record for the Company (collectively, the **“Company Notice Parties”**). Stretto may, in its discretion, provide confidential written or oral notification of the Data Security Incident to (a) the Bankruptcy Court, (b) the Clerk of the Bankruptcy Court, (c) the appropriate representative of the Office of the United States Trustee, and (d) all official committees of the Court (collectively, the **“Court Notice Parties”**, and with the Company Notice Parties, the **“Notice Parties”**) and, if Stretto provides such additional notice, Stretto shall contemporaneously (or sooner) notify the Company and its attorney of record that Stretto has provided such additional notice.
4. The notification described in Section 3 (the **“Preliminary Notification”**) shall include the following information, to the extent known by Stretto at the time of the Preliminary Notification:
 - (a) a brief description of the nature of the Data Security Incident, including how it occurred, when it occurred, and the date that Stretto Discovered the Data Security Incident;
 - (b) a description of the Covered Data potentially impacted;
 - (c) where appropriate, a description of what steps Stretto has taken or is taking to investigate and mitigate the effects of the Data Security Incident; and

- (d) where appropriate, any corrective measures Stretto has taken or will take to reduce the likelihood of similar incident.
- 5. If requested, Company shall reasonably assist Stretto with Stretto's investigation of, and response to, a potential or actual Data Security Incident. After providing the Preliminary Notification, Stretto and the Notice Parties who have received notification will confer to determine, if necessary, an appropriate method to notify (a "Supplemental Notification") (a) creditors or claimants whose Covered Data may have been impacted by the Data Security Incident, and (b) any state, federal, or international governmental authorities or regulators, in accordance with applicable law.
- 6. If a law enforcement official informs Stretto that providing notification to third parties regarding the Data Security Incident would impede a criminal investigation or cause damage to national security, Stretto may delay any Preliminary Notification or Supplemental Notification for the time period specified by the law enforcement official.
- 7. Unless otherwise required by law, regulation, or court order, in providing any Preliminary Notification or Supplemental Notification, Stretto shall not be required to disclose (a) confidential or privileged information, (b) information that a law enforcement official has directed to remain confidential, (c) information regarding any other Stretto clients, or (d) the identities of any Stretto employees.
- 8. Notwithstanding any provisions to the contrary in this Agreement, in Stretto's discretion, Stretto may make public statements regarding a Data Security Incident, whether by posting on its website, in a statement to the media, or in a public filing. Stretto will endeavor to provide Company notice of the content of any such statement prior to publicly releasing such statement.

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EXHIBIT B

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

In re:

VISION2SYSTEMS LLC,

Debtor.

Chapter 11

Case No. 25-40583-11 (MXM)

**DECLARATION OF SHERYL BETANCE IN SUPPORT OF DEBTOR'S
APPLICATION FOR ENTRY OF ORDER AUTHORIZING THE EMPLOYMENT
AND RETENTION OF STRETTO, INC. AS CLAIMS, NOTICING,
AND SOLICITATION AGENT EFFECTIVE AS OF THE PETITION DATE**

Pursuant to 28 U.S.C. § 1746, I, Sheryl Betance, under penalty of perjury, declare that the following is true and correct to the best of my knowledge, information, and belief:

1. I am a Senior Managing Director of Corporate Restructuring at Stretto, Inc. ("Agent"), a chapter 11 administrative services firm with offices located at 410 Exchange, Ste. 100, Irvine, California 92602. Except as otherwise noted in this declaration (this "Declaration"), I have personal knowledge of the matters set forth herein, and if called and sworn as a witness, I could and would testify competently thereto.

2. I submit this Declaration in support of the above-captioned Debtor's (collectively, the "Debtor") *Application for Entry of Order Authorizing the Employment and Retention of Stretto, Inc. as Claims, Noticing, and Solicitation Agent Effective as of the Petition Date* (the "Application").¹

Qualifications

3. Stretto is a chapter 11 administrator comprised of leading industry professionals

¹ Capitalized terms used herein but not otherwise defined shall have the meanings ascribed in the Application.

with significant experience in both the legal and administrative aspects of large, complex chapter 11 cases. Stretto's professionals have experience in noticing, claims administration, solicitation, balloting, and facilitating other administrative aspects of chapter 11 cases and experience in matters of this size and complexity. Stretto's professionals have acted as official claims and noticing agent in many large bankruptcy cases in this district and in other districts nationwide. Stretto has developed efficient and cost-effective methods to handle the voluminous mailings associated with the noticing and claims processing portions of chapter 11 cases to ensure the efficient, orderly and fair treatment of creditors, equity security holders, and all parties in interest. Stretto's active and former cases include: *In re CareMax, Inc.*, Case No. 24-80093 (MVL) (Bankr. N.D. Tex. Dec. 20, 2024); *In re TGI Friday's Inc.*, Case No. 24-80069 (SGJ) (Bankr. N.D. Tex. Dec. 3, 2024); *In re BUCA Tex. Rests., L.P.*, Case No. 24-80058 (SGJ) (Bankr. N.D. Tex. Aug. 7, 2024); *In re Tubular Synergy Grp., LP*, Case No. 24-80056 (SWE) (Bankr. N.D. Tex. July 11, 2024); *In re KidKraft, Inc.*, Case No. 24-80045 (MVL) (Bankr. N.D. Tex. May 14, 2024); *In re Eye Care Leaders Portfolio Holdings, LLC*, Case No. 24-80001 (MVL) (Bankr. N.D. Tex. Jan. 17, 2024); *In re Sunland Med. Found.*, Case No. 23-8000 (MVL) (Bankr. N.D. Tex. Aug. 31, 2023); *In re Tuesday Morning Corp.*, Case No. 23-90001 (ELM) (Bankr. N.D. Tex. Feb. 23, 2023); *In re Fore Machine, LLC*, Case No. 22-40487 (MXM) (Bankr. N.D. Tex. Mar. 14, 2022); and *In re RockallEnergy Holdings, LLC*, Case No. 22-90000 (MXM) (Bankr. N.D. Tex. Mar. 14, 2022).²

Services to be Rendered

4. As agent and custodian of Court records pursuant to 28 U.S.C. § 156(c), Stretto will perform, at the request of the Office of the Clerk of this Court (the "Clerk") the services specified

² Because of the voluminous nature of the orders cited herein, such orders have not been attached to this Declaration. Copies of these cited orders are available upon request to the Debtor's proposed counsel.

in the Application and the Engagement Letter, and, at the Debtor's request, any related administrative, technical, and support services as specified in the Application and the Engagement Letter. In performing such services, Stretto will charge the Debtor the rates set forth in the Engagement Letter, which is attached as **Exhibit A** to the Application.

5. Stretto represents, among other things, the following:

- (a) Stretto is not a creditor of the Debtor;
- (b) Stretto will not consider itself employed by the United States government and shall not seek any compensation from the United States government in its capacity as the Agent in this chapter 11 case;
- (c) By accepting employment in this chapter 11 case, Stretto waives any rights to receive compensation from the United States government in connection with this chapter 11 case;
- (d) In its capacity as the Agent in this chapter 11 case, Stretto will not be an agent of the United States and will not act on behalf of the United States;
- (e) Stretto will not employ any past or present employees of the Debtor in connection with its work as the Agent in this chapter 11 case;
- (f) Stretto is a "disinterested person" as that term is defined in section 101(14) of the Bankruptcy Code with respect to the matters upon which it is to be engaged;
- (g) In its capacity as Agent in this chapter 11 case, Stretto will not intentionally misrepresent any fact to any person;
- (h) Stretto shall be under the supervision and control of the Clerk with respect to the receipt and recordation of claims and claim transfers;
- (i) Stretto will comply with all requests of the Clerk and the guidelines promulgated by the Judicial Conference of the United States for the implementation of 28 U.S.C. § 156(c); and
- (j) None of the services provided by Stretto as Agent in this chapter 11 case shall be at the expense of the Clerk.

6. I caused to be submitted for review by our conflicts system the names of all known potential parties-in-interest (the "**Potential Parties in Interest**"), attached hereto as **Annex 1**, in this chapter 11 case. The list of Potential Parties in Interest was provided by the Debtor and included,

among other parties, the Debtor, the Debtor's largest unsecured creditors on a consolidated basis, the United States Trustee and persons employed in the office of the United States Trustee, and other parties. The Potential Parties in Interest list was compared to an internal database that includes, among others, Stretto's parent entities, affiliates, and subsidiaries. Stretto's internal database also includes Stone Point Capital LLC ("Stone Point"), its funds, and each such fund's respective portfolio companies as set forth in the list most recently provided to Stretto by Stone Point's internal compliance department (the "Stone Point Searched Parties"). The results of the conflict check were compiled and reviewed by Stretto professionals under my supervision. At this time, and as set forth in further detail herein, Stretto is not aware of any connection that would present a disqualifying conflict of interest. Should Stretto discover any new relevant facts or connections bearing on the matters described herein during the period of its retention, Stretto will use reasonable efforts to promptly file a supplemental declaration.

7. To the best of my knowledge, and based solely upon information provided to me by the Debtor, and except as provided herein, neither Stretto, nor any of its professionals, has any materially adverse connection to the Debtor, its creditors, or other relevant parties. Stretto has and will continue to represent clients in matters unrelated to this chapter 11 case. In addition, in matters unrelated to this chapter 11 case, Stretto and its personnel have and will continue to have relationships personally or in the ordinary course of business with certain vendors, professionals, financial institutions, and other parties in interest that may be involved in the Debtor's chapter 11 cases. Stretto may also provide professional services to entities or persons that may be creditors or parties in interest in this chapter 11 case, which services do not directly relate to, or have any direct connection with, this chapter 11 case or the Debtor. To the best of my knowledge, Stretto does not provide professional services to any entities or persons that have been identified as Potential

Parties in Interest.

8. To the best of my knowledge, none of Stretto's employees are related to bankruptcy judges in the Northern District of Texas, the United States Trustee for Region 6, or any attorney known by Stretto to be employed in the Office of the United States Trustee serving the Northern District of Texas.

9. Certain of Stretto's professionals were partners of or formerly employed by firms that are providing or may provide professional services to parties in interest in these cases. Except as may be disclosed herein, these professionals did not work on any matters involving the Debtor while employed by their previous firms. Moreover, these professionals were not employed by their previous firms when this chapter 11 case were filed. To the best of my knowledge, none of Stretto's professionals were partners of, or formerly employed within the last three years by firms that are Potential Parties in Interest or that have filed a notice of appearance in this chapter 11 case.

10. Stretto and its personnel in their individual capacities regularly utilize the services of law firms, investment banking and advisory firms, accounting firms, and financial advisors. Such firms engaged by Stretto or its personnel may appear in chapter 11 cases representing the Debtor or parties in interest. To the best of my knowledge, Stretto does not currently utilize the services of any law firms, investment banking and advisory firms, accounting firms, or financial advisors who have been identified as Potential Parties in Interest or who have filed a notice of appearance in this chapter 11 case.

11. In April 2017, Stretto was acquired by the Trident VI Funds managed by private equity firm Stone Point. Stone Point is a financial services-focused private equity firm based in Greenwich, Connecticut. The firm has raised and managed nine private equity funds—the Trident Funds—with aggregate committed capital of approximately \$40 billion. Stone Point targets

investments in the global financial services industry, and related sectors.

12. The following disclosure is made out of an abundance of caution in an effort to comply with the Bankruptcy Code and Bankruptcy Rules. Stretto has searched the names of the Debtor and the names of the Potential Parties in Interest against the Stone Point Searched Parties.

13. Based solely on the foregoing search, Stretto has determined that neither the Trident VI Funds, Stone Point nor the Stone Point Searched Parties have been identified on the parties in interest list in this chapter 11 case as of the date hereof and to the best of its knowledge, that there are no material connections that require disclosure. To the extent Stretto learns of any material connections between Stone Point's funds or investments included in the above-described conflicts search and the Debtor, Stretto will promptly file a supplemental disclosure. Stretto may have had, may currently have, or may in the future have business relationships unrelated to the Debtor with one or more Stone Point entities including, among others, portfolio companies of Stone Point.

14. From time to time, Stretto partners or employees personally invest in mutual funds, retirement funds, private equity funds, venture capital funds, hedge funds and other types of investment funds (the "Investment Funds"), through which such individuals indirectly acquire a debt or equity security of many companies, one of which may be one of the Debtor or its affiliates, often without Stretto's or its personnel's knowledge. Each Stretto partner or employee generally owns substantially less than one percent of such Investment Fund, does not manage or otherwise control such Investment Fund and has no influence over the Investment Fund's decision to buy, sell, or vote any particular security. Each Investment Fund is generally operated as a blind pool, meaning that when the Stretto partners or employees make an investment in the particular Investment Fund, he, she or they do not know what securities the blind pool Investment Fund will purchase or sell, and have no control over such purchases or sales.

15. From time to time, Stretto partners or employees may personally directly acquire a debt or equity security of a company that may be one of the Debtor or its affiliates. Stretto has a policy prohibiting its partners and employees from using confidential information that may come to their attention in the course of their work. In this regard, subject to the foregoing, all Stretto partners and employees are barred from trading in securities with respect to matters in which Stretto is retained. Subject to the foregoing, upon information and belief, and upon reasonable inquiry through email survey of Stretto's employees, Stretto does not believe that any of its partners or employees own any debt or equity securities of a company that is a Debtor or of any of its affiliates.

16. To the best of my knowledge, Stretto (a) does not hold or represent an interest adverse to the Debtor's estate; (b) is a "disinterested person" that (i) is not a creditor, an equity security holder, or an insider, (ii) is not and was not, within two years before the Petition Date, a director, officer, or employee of any of the Debtor, and (iii) does not have an interest materially adverse to the interest of the Debtor's estate or of any class of creditors or equity security holders, by reason of any direct or indirect relationship to, connection with, or interest in, the debtor, or for any other reason; and (c) has disclosed all of Stretto's connections with the Debtor, its creditors, any other party in interest, their respective attorneys and accountants, the U.S. Trustee, or any person employed in the office of the U.S. Trustee.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct to the best of my information, knowledge and belief.

Dated: February 26, 2025

/s/ Sheryl Betance

Sheryl Betance
Senior Managing Director
Stretto, Inc.
410 Exchange, St. 100
Irvine, CA 92602

Annex 1

222 Corps Ministries	Damascus Road Community Church
Adopt a Block	Deborah the Brave Ministries
Agape Faith Church	Dream Centers of Michigan
Alive Wesleyan	Eastlake
All For One Church	Encounter Church
Ankeny FUMC	Eternal Kingdom International
Antioch Community Church	Evangelical Alliance Mission
Antioch Galveston	Evergreen Ministries
Antioch School of Urban Ministry	Faith Community Church
Avalon Church	Faith Lutheran
Baruch HaShem	Family Community Church
Bayside Church	FBC Beverly Hills
Beazley Group	Fellowship Asheville
Bethel Assembly of God	Firm Foundation Youth Homes
Bethel Family Ministries	First Baptist Church
Blackhawk Church	of Madison
Broadview Baptist Church	First Baptist Church Canadian
Calvary Church	First Baptist Church of Madison
Campus Church	First Baptist Jenks
Cancer Blows	First Baptist of Hernado Beach
Central Christian Church	First Christian Church
Central Church	First UMC of Pinellas Park
Centreville Baptist Church	First Unitarian Society
CGC Royalty Investments IV, LP	Focus International
Change Point Alaska	Franciscan Friars
Christ Lutheran Ministries	Franklin First Methodist
Christ Presbyterian Church	Freedom Gateway Center
Christ Reformed Church	Good Life Church
Christian Fellowship Church	GPIWE Limited Partnership, LP
Christian Heritage Academy	Grace Chapel
Christian Life Center	Grace Church Napa Valley
Christ's Church of Oronogo	Grace Fellowship
Christ's Church of Oronogo	Grove Level Baptist
Church and Ministry Compliance Consulting	Hanna United Methodist Church
Church for All Nations	Harvest Pointe Community Church
Church of God Ministries	Helena First Assembly of God
Church of the Rock	Holy Family Catholic Church
City First Church	Holy Spirit Parish
Coastal Virginia Church	Hope for the City
Community Bible Church	Immanuel Baptist Church
Community Shares of Greater Milwaukee	Impacting Your World Ministries
Concord Church	Jacob's Porch
Countryside Christian	John Davidson Ministries
Courtney Baptist Church	Johnson Ferry Baptist Church
Covenant Church	Jones Memorial United Methodist Church
CrossPoint Community Church	Kingdom Community International
Crosspoint Pearland	Koinonia Church
Cuyahoga Valley Church	Legacy Christian Academy
Cypress Growth Capital, LLC	Life Church

Light of the World
Love Gospel Assembly
Love Runs
Lutheran Campus Ministry at Northwestern
Lutheran Church of the Redeemer
Maranatha Chapel
McLean Bible Church
Menlo Church
Mercy Culture
Mesa Church
Messiah Lutheran
Mitchell Road
Mitchell Road Presbyterian Church
Mobberly Baptist Church
Mount of Olives
New Creations in Christ
North Sound Church
NorthRidge Church
Novum Institute
Oaks Church
One Church Home
One Hope Fellowship
Our Calling
Our Savior Lutheran Church
Overcommer Ministry
Palms Baptist Church
Park Cities Presbyterian Church
Park Community Church
Parkside Chapel
Paul G. Baldwin
Peacable Primate Sanctuary
Perimeter Church
Pine Grove Baptist Church
Preston Trail Community Church
Real Life Community
Real Life Vocational Technical Institute
Redemption Church Foothills
Restoration Church
Resurrection Metropolitan Community
Resurrection Metropolitan Community Church
Rolling Hills Church
Saddleback Valley
Saddleback Valley Community Church
Santa Maria Foursquare Church
Second First Church
Shell Lake Full Gospel Church
Shelter Cove Community Church
Springhead Baptist Church
St. John Armenian Apostolic
St. Joseph Catholic Church
St. Louis King of France Catholic Church

St. Paul's Church By The Lake
Statesboro First United Methodist Church
Syvan Abbey UMC
Tabernacle Baptist Church
Tennessee Independent Baptists
Texas Capital Bank
The Chapel of Hickory
The Crossing Church
The Diocese of Pensacola-Tallahassee
The Garden Mission
The Gathering
The Hidding Place
The Way - Woodstock Church
The Well Community Church
Toledo Church of Christ
Triangle Center
U.S. Small Business Administration
United Church of Jesus Christ
United Way of Albany County
United Way of Butler County
United Way of Greater Milwaukee
United Way of Greater Philadelphia and
Southern New Jersey
United Way of Laramie
University of Mary Hardin-Baylor
Valley Bible Church
Valley Church
Victory Life Church
Vieux Carre Baptist Church
Vision2Systems LLC
Water from the Rock
West Park Baptist Church
Woodside Bible Church
World Changers

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

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

**ORDER AUTHORIZING THE EMPLOYMENT AND
RETENTION OF STRETTO, INC. AS CLAIMS, NOTICING, AND
SOLITICATION AGENT EFFECTIVE AS OF THE PETITION DATE**

Upon the application (the “**Application**”) to employ Stretto, Inc. (the “**Agent**”) as its claims, noticing, and solicitation agent of above-captioned debtor in this chapter 11 case; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. § 1334; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and this Court having found that it may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Application in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the Debtors’ notice of the Application and opportunity for a hearing on the Application were appropriate under the

circumstances and no other notice need be provided; and this Court having reviewed the Application, and all objections, if any, to the Application having been withdrawn, resolved, or overruled; and the Court having determined that the legal and factual bases set forth in the Application and the record of the hearing on such motion, if any, establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing, IT IS HEREBY ORDERED THAT:

1. The Application is granted as set forth herein.
2. The Debtor is authorized to employ the Agent under the terms of the Engagement Letter attached to the Application as modified by this Order.
3. The Agent is authorized and directed to perform the services as described in the Application, the Engagement Letter, and this Order. If a conflict exists, this Order controls.
4. The Agent may not sell bankruptcy data obtained through its role as the Agent to third parties.
5. The Clerk shall provide the Agent with Electronic Case Filing (“ECF”) credentials that allow the Agent to receive ECF notifications and file certificates and/or affidavits of service.
6. The Agent is a custodian of court records and is designated as the authorized repository for all proofs of claim filed in these cases. The Agent shall maintain the official Claims Register in this case. The Agent must make complete copies of all proofs of claims available to the public electronically without charge. Proofs of Claims and all attachments may be redacted only as ordered by the Court.
7. The Agent shall provide the Clerk with a certified duplicate of the official Claims Register upon request.

8. The Agent shall provide (i) an electronic interface for filing proofs of claim in this chapter 11 cases and (ii) a post office box or street mailing address for the receipt of proofs of claim sent by United States Mail or overnight delivery.

9. The Agent is authorized to take such other actions as are necessary to comply with all duties and provide the Services set forth in the Application and the Engagement Letter.

10. The Agent shall provide detailed invoices setting forth the services provided, and the rates charged on a monthly basis to the Debtor, its counsel, the Office of the United States Trustee, counsel for any official committee, and any party in interest who specifically requests service of the monthly invoices in writing.

11. The Agent shall not be required to file fee applications. Upon receipt of the Agent's invoices, the Debtor is authorized to compensate and reimburse Agent for all undisputed amounts in the ordinary course in accordance with the terms of the Engagement Letter. All amounts due to the Agent will be treated as § 503(b) administrative expenses.

12. The Debtor shall indemnify the Agent under the terms of the Engagement Letter, as modified and limited by this Order. Notwithstanding the foregoing, the Agent may only be indemnified for claims, noticing and solicitation agent activities and is not indemnified for, and may not receive any contribution or reimbursement with respect to the following:

- a. For matters or services arising before this chapter 11 case is closed, any matter or service not approved by an order of this Court.
- b. Unauthorized marketing activities or data or privacy breaches.
- c. Any matter that is determined by a final order of a Court of competent jurisdiction that arises from (i) the Agent's gross negligence, willful misconduct, fraud, bad faith, self-dealing, or breach of fiduciary duty, (ii) a contractual dispute if the court determines that indemnification, contribution, or reimbursement would not be permissible under applicable

law; or (iii) any situation in which the Court determines that indemnification, contribution, or reimbursement would not be permissible pursuant to *In re Thermadyne Holdings Corp.*, 283 B.R. 749, 756 (B.A.P. 8th Cir. 2002). No matter governed by this paragraph may be settled without this Court's approval.

- d. This paragraph does not preclude the Agent from seeking an order from this Court requiring the advancement of indemnity, contribution, or reimbursement obligations in accordance with applicable law.

13. The Agent shall not cease providing services during this chapter 11 case for any reason, including nonpayment, without an order of the Court. In the event the Agent is unable to provide the Services set out in this Order and/or the Engagement Letter, the Agent will immediately notify the Clerk and the Debtor's attorney and cause all original proofs of claim and data turned over to such persons as directed by the Court.

14. After entry of an order terminating the Agent's services, upon the closing of this chapter 11 case, or for any other reason, the Agent shall be responsible for archiving all proofs of claim with the Federal Archives Record Administration, if applicable, or as otherwise directed and shall be compensated by the Debtor for such archiving services.

15. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Order are immediately effective and enforceable upon its entry.

16. This Court retains jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order. The scope of Agent's services may be altered only on separate motion and further order of this Court.

END OF ORDER

Submitted by:

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State Bar No. 24070036
Megan F. Clontz
State Bar No. 24069703
Alex S. Anderson
State Bar No. 24138084
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**PROPOSED COUNSEL FOR
DEBTOR AND DEBTOR-IN-POSSESSION**

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Dallas, TX 75202

Proposed Debtor's Counsel:

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Megan F. Clontz
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Email: mclontz@spencerfane.com
Email: alanderson@spencerfane.com

Governmental Agencies:

Internal Revenue Service
Centralized Insolvency Operation
P.O. Box 7346
Philadelphia, PA 19101-7346
Served via mail

Office of the United States Trustee
Earle Cabell Federal Building
1100 Commerce Street, Room 976
Dallas, TX 75242

Served via mail and ECF at
ustpreion06.da.ecf@usdoj.gov

Secured Creditors:

CGC Royalty Investments IV, LP
297 Kingsbury Grade, Suite 228
Lake Tahoe, NV 89449-4470
Served via mail

U.S. Small Business Administration
10737 Gateway West, #300
El Paso, TX 79935
Served via mail

Twenty Largest Unsecured Creditors:

Campus Church
1525 Indian Trail Lilburn Road
Norcross, GA 30093-2614
Served via mail

Central Christian Church
1001 New Beginnings Drive
Henderson, NV 89011-1606
Served via mail

Christ Presbyterian Church
6901 Normandale Road
Edina, MN 55435
Served via mail

Christ's Church of Oronogo
22145 Kafir Road
Oronogo, MO 64855
Served via mail

Christian Fellowship Church
4100 Millersburg Road
Evansville, IN 47725
Served via mail

Church of God Ministries
2902 Enterprise Drive
Anderson, IN 46013
Served via mail

Concord Church
6808 Pastor Bailey Drive
Dallas, TX 75237
Served via mail

Crosspoint Pearland
1134 Old Alvin Road
Pearland, TX 77581
Served via mail

First Baptist Church of Madison
2100 Main Street
Madison, MS 39110
Served via mail

GPIWE Limited Partners, LP
Attn: Director of Leasing
5601 Granite Parkway, Suite 1200
Plano, TX 75024
Served via mail

Grace Chapel Church, Inc.
3279 Southall Road
Franklin, TN 37064-6240
Served via mail

Grace Chapel Church, Inc.
c/o Kurt V. Beasley
Waterford Law Group, PLLC
Historic 5th Square
P.O. Box 1089
135 5th Avenue South, Suite 140
Franklin, TN 37065
Served via mail

Johnson Ferry Baptist Church
955 Johnson Ferry Road
Marietta, GA 30068
Served via mail

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

Mercy Culture
1701 Oakhurst Scenic Drive
Fort Worth, TX 76111
Served via mail

Mitchell Road Presbyterian Church
207 Mitchell Road
Greenville, SC 29615
Served via mail

Mobberly Baptist Church
625 East Loop 281
Longview, TX 75605
Served via mail

NorthRidge Church
49555 N. Territorial Road
Plymouth, MI 48170-8200
Served via mail

One Church Home
P.O. Box 717
Fairview, TN 37062
Served via mail

One Church Home
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1600 Westgate Circle, Suite 275
Brentwood, TN 37027
Served via mail

Saddleback Valley Community Church
1 Saddleback Parkway
Lake Forest, CA 92630-8700
Served via mail

The Crossing Church
10130 Tuscany Ridge
Tampa, FL 33619
Served via mail

Notices of Appearance:

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