

COURT FILE NO.	2603-02889
COURT	COURT OF KING'S BENCH OF ALBERTA
JUDICIAL CENTRE	CALGARY
PLAINTIFF	ROYAL BANK OF CANADA, AS AGENT
DEFENDANTS	ENERGERA INC. (FORMERLY KNOWN AS FRAC SHACK INC.), ENERGERA INTERNATIONAL INC. (FORMERLY KNOWN AS FRAC SHACK INTERNATIONAL INC.), ENERGERA AMERICA INC. (FORMERLY KNOWN AS FRAC SHACK AMERICA INC.) AND SANDTINEL LLC
NAME OF THE PARTY FILING THIS DOCUMENT	NEXTIER OILFIELD SOLUTIONS, LLC AND NEXTIER COMPLETION SOLUTIONS INC.
DOCUMENT	BENCH BRIEF OF NEXTIER OILFIELD SOLUTIONS, LLC AND NEXTIER COMPLETION SOLUTIONS INC.
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	BENNETT JONES LLP Barristers and Solicitors 4500 Bankers Hall East, 855 - 2nd Street SW Calgary, Alberta T2P 4K7 Attention: Michael W. Selnes / Ben Merrell (Student-at-Law) / Patrick Murphy (Summer Law Student) Telephone No.: (403) 298-3311 Fax No.: (403) 265-7219 Email: selnesm@bennettjones.com Client File No.: 75008.17

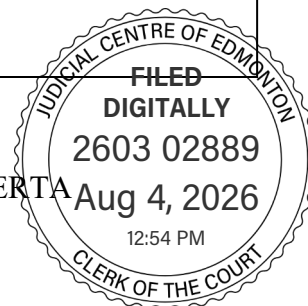
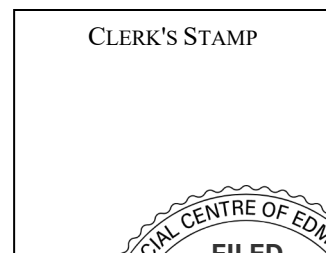


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I. OVERVIEW

1. NexTier Completion Solutions Inc. and NexTier Oilfield Solutions, LLC (collectively “**NexTier**”) apply for a narrow and conditional order varying the stay of proceedings (the “**Stay**”) imposed by paragraph 9 of this Court’s March 17, 2026 Receivership Order (the “**Receivership Order**”) against Energera Inc., Energera International Inc., Energera America Inc. (“**Energera America**”), and Sandtinel LLC (collectively, the “**Energera Group**”). The proposed order would permit the action styled *Kenneth Epperson v Robert Lee South, et al*, Suit No. 85,689, Division A, in the 42nd Judicial District Court for the Parish of DeSoto, Louisiana (the “**Louisiana Proceeding**”), including the petition of intervention granted in favour of NextTier in that action, to continue solely to determine liability and damages and to pursue recovery from the proceeds of any insurance policy held by an Energera Group entity that could respond to those claims (the “**Applicable Insurance**”). It would not permit recourse against the Receiver, the receivership estate, or any other property of the Energera Group, and would not prejudice other creditors.

2. Whether any insurance applies to the claims advanced in the Louisiana Proceeding will be determined by a court of competent jurisdiction. NexTier’s draft Order is conditional on corresponding relief from the United States Bankruptcy Court for the Southern District of Texas (the “**Texas Court**”), which has recognized the Receivership Order in Chapter 15 proceedings concerning Energera America. Because the Stay arises from the Receivership Order, NexTier first seeks relief from this Court. If relief is granted, NexTier will then seek corresponding relief from the Texas Court before taking any step prohibited by that Court’s stay.

II. BACKGROUND

3. On December 11, 2023, Kenneth Epperson, an employee of NexTier, was involved in a motor vehicle collision in DeSoto Parish, Louisiana.¹ Mr. Epperson commenced the Louisiana Proceeding on December 9, 2024.²

¹ Affidavit of Austin Berliner, sworn August 3, 2026 at para 5, Exhibit A.

² Affidavit of Austin Berliner, sworn August 3, 2026 at para 6, Exhibit A.

4. Energera America, formerly known as Frac Shack America Inc., is a defendant in the Louisiana Proceeding.³ On August 11, 2025, a petition for intervention was filed in connection with workers' compensation benefits paid to or on behalf of Mr. Epperson arising from the collision.⁴ The intervention was granted on August 13, 2025.⁵

5. On March 17, 2026, this Court appointed Alvarez & Marsal Canada Inc. as receiver and manager (the “**Receiver**”) for the Energera Group. Paragraph 9 of the Receivership Order stays proceedings against the Energera Group and its property unless the Receiver provides written consent or this Court grants leave.⁶

6. On March 30, 2026, the Receiver commenced Chapter 15 proceedings in the Texas Court. On April 13, 2026, Energera America filed a Notice of Stay in the Louisiana Proceeding advising that claims against it were stayed under the United States Bankruptcy Code.⁷

7. On May 4, 2026, the Texas Court recognized the Canadian receivership as a foreign main proceeding, and gave the Receivership Order full force and effect in the United States. The Texas Court further imposed a stay of proceedings while retaining exclusive jurisdiction over requests for relief from or modification of its recognition order.⁸

III. LAW AND ARGUMENT

1. Applicable framework

8. Canadian authorities support lifting an insolvency stay where the applicant is prejudiced by its continued operation and the insolvent party's other creditors will not be prejudiced by the limited relief.

9. Paragraph 9 of the Receivership Order expressly permits a proceeding against an Energera Group entity or its property to continue with the Receiver's written consent or leave of this Court. Although the Stay arises from the Receivership Order, authorities applying section 69.4 of the *Bankruptcy and Insolvency Act* (“**BIA**”) are instructive. Section 69.4 permits relief where the applicant is likely to be materially prejudiced by continuation of the stay or where relief is equitable on other grounds. In *Alignvest Private Debt Ltd v Surefire Industries Ltd*, the Alberta Court of Queen's Bench applied those principles when considering relief from a receivership stay and assessed the totality of

³ Affidavit of Austin Berliner, sworn August 3, 2026 at para 7, Exhibit B.

⁴ Affidavit of Austin Berliner, sworn August 3, 2026 at para 8, Exhibit B.

⁵ Affidavit of Austin Berliner, sworn August 3, 2026, Exhibit B.

⁶ Consent Receivership Order, *Royal Bank of Canada v Energera Inc et al*, Court File No 2603-02889 (March 17, 2026) at paras 2, 9 [ABKB].

⁷ Notice of Stay, *Kenneth Epperson v Robert Lee South, et al*, Suit No 85,689, Division A, 42nd Judicial District Court, DeSoto Parish, Louisiana (filed April 13, 2026) at paras 1–5. [TAB 3]

⁸ Chapter 15 Recognition Order, *Re Energera, Inc et al*, Case No 26-90433 (ARP), entered May 4, 2026 at paras 2–4, 7, 9.

the circumstances and the relative prejudice to affected parties.⁹ This Court may therefore weigh the prejudice to NexTier if the Stay prevents advancement of the Louisiana Proceeding against any prejudice that the proposed limited relief would cause to the Receiver, the receivership estate, or the Energera Group's other creditors.

2. Authorities supporting insurance-limited relief

10. Canadian courts have lifted stays where liability must be established before a claimant can pursue potentially available insurance and any recovery is confined to insurance proceeds unavailable to the insolvent party's other creditors.

11. In *Howell v Machi*, the British Columbia Supreme Court lifted a statutory bankruptcy stay to permit a motor vehicle action to proceed. The Court found material prejudice because liability had to be determined before the claimant could seek compensation under potentially available insurance, and further delay could aggravate her psychological injuries and cause financial hardship.¹⁰ The Court also found independent equitable grounds for relief, holding that a bankruptcy stay should not prevent timely determination of a motor vehicle claim or impede access to insurance proceeds that would not otherwise be available to the bankrupt's creditors.¹¹

12. In *Re Aleafia Health*, the Ontario Superior Court of Justice ("ONSC") lifted a bankruptcy stay for the limited purpose of allowing a party to pursue recovery under insurance policies. The Court found no prejudice to other creditors because the proceeds sought would not have been available to them.¹² Similarly, in *Pillar Capital Corp v 3 Sixty Secure Corp et al*, the ONSC held that the applicant did not need to prove coverage on the stay application. It was sufficient that insurance might be available, with coverage left for the court hearing the underlying action.¹³

13. In *Algoma Steel Corp v Royal Bank*, the Ontario Court of Appeal permitted a United States product-liability claim to proceed only to the extent of available liability insurance, while preventing recovery against the debtor's other assets. The Court concluded that insurance-limited relief would not prejudice the debtor's creditors.¹⁴

⁹ *Bankruptcy and Insolvency Act*, RSC 1985, c B-3, s 69.4; *Alignvest Private Debt Ltd v Surefire Industries Ltd*, 2015 ABQB 148 at paras 40–43.

¹⁰ *Howell v Machi*, 2017 BCSC 1806 at paras 15–21.

¹¹ *Ibid* at paras 22–24.

¹² *Re Aleafia Health*, 2024 ONSC 3456 at paras 6–9.

¹³ *Pillar Capital Corp v 3 Sixty Secure Corp et al*, 2023 ONSC 4067 at paras 3–6.

¹⁴ *Algoma Steel Corp v Royal Bank*, 1992 ONCA 7413 at paras 9, 13–15 [*Algoma*].

14. *Carey Canada Inc (Re)* is closely analogous. In that cross-border proceeding, the ONSC lifted a Canadian stay imposed when it recognized United States bankruptcy orders, permitting claimants to continue proceedings solely to obtain judgments enforceable against available liability insurance. Relying on *Algoma*, the Court held that insolvency protection is for the debtor and should not insulate insurers from responding to covered claims.¹⁵

3. The proposed relief is appropriately qualified

15. The Louisiana Proceeding cannot determine Energera America's liability or damages while the Stay remains in place. Those determinations are necessary before Mr. Epperson or NexTier can pursue recovery under any Applicable Insurance. Under NexTier's draft Order, any judgment, award, settlement, costs award, or other recovery would be limited to proceeds of Applicable Insurance. The draft Order bars recourse against the Receiver, the receivership estate, the Energera Group, and their property. Advancing the Louisiana Proceeding on those terms will therefore not diminish the receivership estate and allows Mr. Epperson to proceed with his claim and correspondingly allows NexTier to continue with its subrogated claim.

16. Conversely, NexTier and Mr. Epperson are prejudiced by the continuing operation of the Stay because they cannot obtain the liability and damages determinations needed to pursue potentially available insurance. Without limited relief from both courts, they cannot advance the Louisiana Proceeding while the Canadian and United States stays remain in force.¹⁶

17. The limitations in NexTier's draft Order protect the Receiver and creditors. Enforcement of any judgment, award, settlement, costs award, or other recovery would be confined to proceeds of Applicable Insurance, as determined by a court of competent jurisdiction. No deductible, self-insured retention, defence cost, or other amount could be recovered from the Receiver, the receivership estate, the Energera Group, or their property. NexTier does not seek an early distribution from the estate or any improvement in priority relative to the Energera Group's other creditors.

18. For greater clarity, this Court is asked only to vary the Stay imposed by the Receivership Order. Separate relief from the Texas Court is required before the Louisiana Proceeding may continue in the United States, and the draft Order is expressly conditional on that corresponding relief. The proposed order would not purport to modify the Chapter 15 recognition order.

¹⁵ *Carey Canada Inc (Re)*, 2006 [ONSC 41289](#) at paras 6–17 [ONSC].

¹⁶ Affidavit of Austin Berliner, sworn August 4, 2026 at paras 11–13.

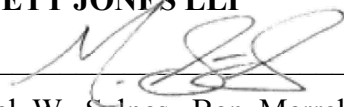
IV. CONCLUSION

19. The authorities establish that an insolvency stay may be varied where its continuation would materially prejudice a claimant or where relief is equitable on other grounds. They also support relief permitting liability and damages to be determined where recovery is confined to potentially available insurance and the estate and other creditors remain protected.

20. Continuation of the Stay prejudices NexTier by preventing advancement of the intervention and the determinations needed to pursue potentially available insurance proceeds. The limitations in NexTier's draft Order ensure that the Receiver, the receivership estate, the Energera Group, and other creditors will not be disadvantaged if the Stay is lifted.

ALL OF WHICH IS RESPECTFULLY SUBMITTED THIS 4TH DAY OF AUGUST, 2026.

BENNETT JONES LLP

Per: 

Michael W. Selnes, Ben Merrell (Student-at-Law) and
Patrick Murphy (Summer Law Student)
Counsel for the Applicant, NexTier Completion Solutions
Inc.

V. TABLE OF AUTHORITIES

Legislation

1. *Bankruptcy and Insolvency Act*, [RSC 1985, c B-3](#)

Court Orders and Case Law

2. [Consent Receivership Order, *Royal Bank of Canada v Energera Inc et al*, Court File No 2603-02889 \(March 17, 2026\)](#)
3. Notice of Stay, *Kenneth Epperson v Robert Lee South, et al*, Suit No 85,689, Division A, 42nd Judicial District Court, DeSoto Parish, Louisiana (filed April 13, 2026)
4. [Chapter 15 Recognition Order, *In re Energera, Inc et al*, Case No 26-90433 \(ARP\), entered May 4, 2026](#)
5. *Alignvest Private Debt Ltd v Surefire Industries Ltd*, 2015 [ABQB 148](#)
6. *Howell v Machi*, 2017 [BCSC 1806](#)
7. *Re Aleafia Health*, 2024 [ONSC 3456](#)
8. *Pillar Capital Corp v 3 Sixty Secure Corp et al*, 2023 [ONSC 4067](#)
9. *Algoma Steel Corp v Royal Bank*, 1992 [ONCA 7413](#)
10. *Carey Canada Inc (Re)*, 2006 [ONSC 41289](#)

TAB 3

insurance coverage for the negligent actions and/or negligent omissions of the defendant driver, ROBERT LEE SOUTH.

4.

At the time when the petitioner's rights and causes of action arose, and at all times pertinent herein, the defendant driver, ROBERT LEE SOUTH, was acting in the course and scope of his employment with the defendant employer, FRAC SHACK AMERICA, INC. Therefore, the defendant employer, FRAC SHACK, is vicariously liable for the negligent actions and negligent inactions of the defendant driver, ROBERT LEE SOUTH.

5.

At the time when the petitioner's rights and causes of action arose, and at all times pertinent herein, the defendant employer, FRAC SHACK, was covered by an automobile liability insurance policy. At the time when the petitioner's rights, claims and causes of action arose, and at all times pertinent herein, said liability insurance company provided liability insurance coverage for the negligent actions and/or negligent omissions of the defendant employer, FRAC SHACK, and the defendant driver, ROBERT LEE SOUTH.

6.

The motor vehicle collision, which is the subject of this petition and which caused injuries and other damages to the petitioner, KENNETH EPPERSON, occurred on or about December 11, 2023.

7.

The subject motor vehicle collision happened on US 171 at or near its intersection with Polk Street, in the City of Mansfield, Parish of DeSoto, State of Louisiana.

8.

Immediately prior to the subject motor vehicle collision, the petitioner, KENNETH EPPERSON, was a passenger in a motor vehicle that was stopping at a traffic light on US 171. Suddenly and without warning, the defendant driver, ROBERT LEE SOUTH, negligently drove a motor vehicle into the rear of the motor vehicle which was occupied by the petitioner, KENNETH EPPERSON. The subject motor vehicle collision caused significant injuries and

other damages to the petitioner, KENNETH EPPERSON, for which all of the defendants and the liability insurer are liable, in solido.

9.

The defendant driver, ROBERT LEE SOUTH, should have seen the motor vehicle, which the petitioner was riding in as a passenger, prior to driving into the rear of the motor vehicle that the petitioner was occupying. The defendant driver, ROBERT LEE SOUTH, should not have driven the motor vehicle that he was operating into the rear of the motor vehicle being occupied by the petitioner. The defendant driver, ROBERT LEE SOUTH, is guilty of fault, breach of duties and negligence for driving carelessly and failing to maintain proper control over the motor vehicle that he was operating. The defendant driver did not have the right to assume that his course of travel was free from danger or obstruction. In the absence of his ability to see a path free from obstruction, he continued to travel as if he knew there was perfect clearance, traveling at his own risk and thus causing both of the defendants and their liability insurers to become liable, in solido, for all of the injuries and other damages sustained by the petitioner, KENNETH EPPERSON, due to the subject motor vehicle collision.

10.

The subject motor vehicle collision which resulted from the sole fault, breach of duties and negligence of the defendant driver, ROBERT LEE SOUTH, caused severe and disabling injuries and other damages to the petitioner, KENNETH EPPERSON. Both of the defendants and the defendant's liability insurer are liable, in solido, to the petitioner for the injuries and other damages that he suffered in the subject motor vehicle collision.

11.

The petitioner was completely free from any and all negligence, fault or breach of duties, which in any manner contributed to her injuries and other damages. The petitioner did not do anything or fail to do anything that caused or in any way contributed to his injuries and other damages. The petitioner will show that the subject motor vehicle collision was caused by the sole fault, breach of duties and negligence of the defendant driver, ROBERT LEE SOUTH, for which both of the defendants and their liability insurers are liable, in solido.

12.

The fault, breach of duties, and negligence of the defendant driver, ROBERT LEE SOUTH, for which the defendant driver, the defendant employer, and the defendants' liability insurers, are all liable, consists of the following nonexclusive particulars:

- A. Driving a motor vehicle into the rear of the motor vehicle occupied by the petitioner;
- B. Driving a motor vehicle into the motor vehicle which was occupied by the petitioner;
- C. Failing to obey a traffic control signal;
- D. Driving in such a manner as to negligently cause a collision with the motor vehicle occupied by the petitioner;
- E. Failing to use proper caution;
- F. Careless operation of a motor vehicle;
- G. Failing to keep a proper lookout;
- H. Failing to slow down and maintain control of the motor vehicle that he was operating as he should have done under the circumstances;
- I. Failing to have the motor vehicle that he was operating under proper and adequate control;
- J. Failing to apply his brakes or maintain the act of braking at a safe time and place, as a reasonable person would have done under the same or similar circumstances;
- K. Failing to take evasive action so as to avoid the impact and collision;
- L. Failing to see what he should have seen by exercising due diligence, which lack of diligence prevented him from avoiding the impact;
- M. Driving faster than a reasonable person would have driven under the same or similar circumstances.
- N. Violating the laws/ordinances/statutes of the State of Louisiana, Parish of Desoto, City of Mansfield, in the operation of the aforementioned motor vehicle;
- O. And further, in failing to exercise due care and caution as a reasonable and prudent person would have done under the same or similar circumstances.

The petitioner states that each of the above acts or failures to act was the cause in fact of the subject motor vehicle collision, resulting injuries and other damages suffered by the petitioner. Both of the defendants and their liability insurers are liable in solido for the petitioner's damages.

13.

Because the petitioner is not trained in medical terminology, he cannot describe the exact injuries sustained by him in precise medical terms in the same manner as can physicians. However, the petitioner will show that, as a result of the subject motor vehicle collision and the defendant driver's negligence, the petitioner, KENNETH EPPERSON, sustained severe and excruciating injuries to his head, neck, spine, and right shoulder. The petitioner also suffers from insomnia and headaches as a result of the subject motor vehicle collision.

14.

As a result of the injuries that the petitioner, KENNETH EPPERSON, suffered in the subject motor vehicle collision, he has suffered past and future economic damages, including but not limited to lost wages, lost earning capacity, lost economic opportunity, lost household services and/or other economic damages.

15.

As a result of the subject motor vehicle collision caused by the fault, breach of duties, and negligence of the defendant driver, ROBERT LEE SOUTH, for which both of the defendants and their liability insurers are liable, the petitioner has suffered the following damages:

- A. Past and future physical pain and suffering as may appear reasonable in the premises;
- B. Past and future mental pain and anguish as may appear reasonable in the premises;
- C. Past and future physical disability as may appear reasonable in the premises;
- D. Past and future loss of enjoyment of life as may appear reasonable in the premises;

- E. Past and future humiliation and embarrassment as may appear reasonable in the premises;
- F. Past and future physical impairment as may appear reasonable in the premises;
- G. Past and future inconvenience as may appear reasonable in the premises;
- H. Risk of traumatically induced arthritis as may appear reasonable in the premises;
- I. Past and future medical, hospital, doctor, and/or chiropractic bills as may appear reasonable in the premises;
- J. Past and future expenses for drugs, medicines and orthopedic devices as may appear reasonable in the premises;
- K. Past and future expenses for physical therapy as may appear reasonable in the premises; and
- L. Past and future economic damages, including but not limited to lost wages, lost earning capacity, lost economic opportunity, lost household services, and/or other economic damages.

16.

The petitioner's damages exceed \$50,000.00 exclusive of interest and costs.

17.

The petitioner will be required to call at the trial on the merits, medical experts, economic experts, and/or other expert witnesses to establish the extent of his injuries and other damages. The petitioner is entitled to have these expenses taxed as additional costs of Court.

W H E R E F O R E, the petitioner prays for the following:

1.

The defendants each be served with a copy of this petition and cited to appear and answer same;

2.

After all legal delays and due proceedings had, that there be judgment in favor of the petitioner, KENNETH EPPERSON, and against each of the defendants, individually, and their liability insurers for the total amount of the petitioner's damages, together with legal interest thereon from the date of judicial demand until paid, together with all costs of these proceedings

to include the costs for all expert witnesses of any description, including but not limited to economic and medical experts;

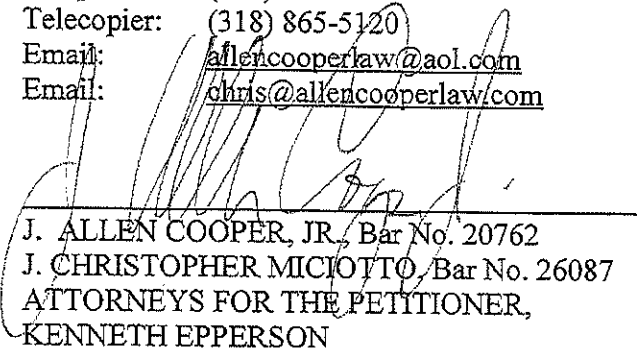
3.

For all other relief, both general and equitable, necessary in the premises.

Respectfully Submitted,

THE LAW OFFICE OF ALLEN COOPER, L.L.C.
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Shreveport, Louisiana 71104
Telephone: (318) 865-5291
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BY:


J. ALLEN COOPER, JR., Bar No. 20762
J. CHRISTOPHER MICIOTTO, Bar No. 26087
ATTORNEYS FOR THE PETITIONER,
KENNETH EPPERSON

PLEASE SERVE:

ROBERT LEE SOUTH
9041 Mansfield Road
Shreveport, Louisiana 71118

FRAC SHACK AMERICA INC.
through its agent for service of process:
UCS of Louisiana, Inc.
3867 Plaza Tower Dr., 1st Floor
Baton Rouge, Louisiana 70816

KENNETH EPPERSON

SUIT NUMBER: _____

VERSUS

42ND JUDICIAL DISTRICT COURT

ROBERT LEE SOUTH AND FRAC SHACK
AMERICA INC.

DESOTO PARISH, LOUISIANA

PERMANENT ASSIGNMENT

SECTION NUMBER: _____

**PETITIONER'S FIRST SET OF INTERROGATORIES AND
REQUESTS FOR PRODUCTION OF DOCUMENTS PROPOUNDED
TO THE DEFENDANTS**

The petitioner, KENNETH EPPERSON, through undersigned counsel, propounds the following interrogatories and makes the following requests for production to the defendants, ROBERT LEE SOUTH and FRAC SHACK AMERICA INC. (sometimes hereinafter referred to as "FRAC SHACK"), in accordance with the provisions of Louisiana Code of Civil Procedure Art. 1457, et seq. to be answered within the delays provided by law. These interrogatories and requests for production are deemed to be continuing and require supplementation as further information is obtained.

INTERROGATORY NUMBER 1:

Please list the name, address, and telephone number of all persons known to you who were eyewitnesses to the motor vehicle collision upon which this lawsuit is based and describe in detail each person's expected testimony.

INTERROGATORY NUMBER 2:

Please list the name, address, and telephone number of all witnesses that you may call at the trial of this matter and briefly describe each person's expected testimony.

INTERROGATORY NUMBER 3:

Please list and describe all of the exhibits that you intend to use or produce at the trial of this matter.

INTERROGATORY NUMBER 4:

Was ROBERT LEE SOUTH acting in the course and scope of any employment or as an agent, or other representative at the time of the subject motor vehicle collision? If so, please state the name, address, and telephone number of the employer/master/principal and the nature of their relationship. (Example: employer/employee).

INTERROGATORY NUMBER 5:

What insurance companies provide automobile liability insurance coverage for the acts and/or omissions of the defendant driver, ROBERT LEE SOUTH, and/or the defendant employer, FRAC SHACK, with regard to the December 11, 2023, motor vehicle accident? Please list each and every specific provision of any policy which you claim or will claim at the trial of this matter limits or excludes insurance coverage for the defendant driver in this lawsuit. (Note: Simply responding that all of the terms and exclusions of the policy are applicable is not an adequate response to this interrogatory).

INTERROGATORY NUMBER 6:

Please describe in detail how you allege that the subject motor vehicle collision occurred.

INTERROGATORY NUMBER 7:

Please state whether ROBERT LEE SOUTH received a traffic ticket or citation arising out of the subject motor vehicle collision. If so, please state:

- A. The charge or subject matter of the citation or ticket; and
- B. The final disposition of said matter

INTERROGATORY NUMBER 8:

With reference to each affirmative defense alleged by you in answer to the petitioner's petition, please set forth the following:

- A. All facts known to you, your attorney, insurance carrier, their representatives, or anyone acting in your behalf or their behalf, which you contend support or corroborate said allegation or defense;
- B. The name, business and residence addresses, and telephone number of each person known to you who claims to have knowledge regarding any fact related to any affirmative defense; and
- C. An identification, with such particularity as you would be required in a motion to produce, of each and every writing related to any affirmative defense.

INTERROGATORY NUMBER 9:

Please state the amount and kind of each and every alcoholic drink, medication, drug, tranquilizer, or other substance which could affect one's ability to drive, which the defendant, ROBERT LEE SOUTH, consumed within 24 hours before the subject motor vehicle collision.

INTERROGATORY NUMBER 10:

Please state where ROBERT LEE SOUTH had been immediately prior to the subject motor vehicle collision and where he was going at the time of the motor vehicle collision.

INTERROGATORY NUMBER 11:

Please state the date and reason for each time that ROBERT LEE SOUTH'S driver's license has been revoked or suspended.

INTERROGATORY NUMBER 12:

Please state the date of all felony convictions and for all convictions of crimes involving false statement and/or dishonesty and identify each offense of which ROBERT LEE SOUTH was convicted or pled guilty to during the past ten (10) years.

INTERROGATORY NUMBER 13:

State the name of all mobile/cell phone providers with whom the defendant driver, ROBERT LEE SOUTH, had a contract with and/or had service with on the date of the incident which is the subject of this lawsuit. For each mobile/cell phone provider, please provide the phone number associated with the contract and/or service.

INTERROGATORY NUMBER 14:

Did the defendant driver, ROBERT LEE SOUTH, use a cell phone or any other portable electronic device within thirty (30) minutes prior to, at the time of, and/or within thirty (30) minutes after the incident which is the subject of this lawsuit? If your answer is "yes," please describe the name and type of electronic device used. If the electronic device used is a cell phone, please provide the name of the person with whom the cell phone is registered, the service provider for the cell phone, and the phone number associated with the cell phone.

INTERROGATORY NUMBER 15:

On the date of the motor vehicle collision which is the subject of this lawsuit, did the defendant driver, ROBERT LEE SOUTH, have a company cell phone or a cell phone that was

provided to him by his employer? If your answer is "yes," please provide the name of ROBERT LEE SOUTH'S employer at the time of the subject incident, the service provider of the cell phone provided by his employer, and the phone number associated with the cell phone.

INTERROGATORY NUMBER 16:

Please list and describe each and every claim and/or lawsuit and/or accident involving the petitioner.

INTERROGATORY NUMBER 17:

Please list the following for ROBERT LEE SOUTH:

Full name, current address, social security number, all current phone numbers, current marital status, all employer(s) on December 11, 2023, and current employer(s).

REQUEST FOR PRODUCTION NUMBER 1:

Please produce certified copies of the following:

- A. All automobile liability insurance policies in which the defendant driver, ROBERT LEE SOUTH, and/or the defendant employer, FRAC SHACK, was a named insured on December 11, 2023;
- B. All insurance policies that provided automobile liability insurance coverage for the defendant driver, ROBERT LEE SOUTH, and/or the defendant employer, FRAC SHACK, on December 11, 2023;
- C. All policies of insurance that provided excess and/or umbrella coverage for the defendant driver, ROBERT LEE SOUTH, and/or the defendant employer, FRAC SHACK, on December 11, 2023; and
- D. All insurance policies that provided coverage for any motor vehicles owned by the defendant driver, ROBERT LEE SOUTH, and/or any member of his household or who was living in the same residence with him on the date of the subject motor vehicle collision.

REQUEST FOR PRODUCTION NUMBER 2:

Please produce copies of any and all statements of the petitioner, KENNETH EPPERSON, whether written, oral, or recorded.

REQUEST FOR PRODUCTION NUMBER 3:

Produce copies of any and all documents, medical records, and evidence of any kind whatsoever which you contend or will contend at the trial of this matter show(s) that the injuries suffered by KENNETH EPPERSON pre-existed the subject motor vehicle collision or were not caused by the subject motor vehicle collision, which gives rise to this lawsuit.

REQUEST FOR PRODUCTION NUMBER 4:

Please produce copies of any and all videos, photographs and/or reports concerning KENNETH EPPERSON, which are in your possession and/or control.

REQUEST FOR PRODUCTION NUMBER 5:

Please produce copies of any and all photographs and/or videos of the motor vehicles which were involved in the subject motor vehicle collision.

REQUEST FOR PRODUCTION NUMBER 6:

Please produce copies of any and all repair estimates and/or invoices related to the motor vehicles which were involved in the subject motor vehicle collision.

REQUEST FOR PRODUCTION NUMBER 7:

Please produce copies of any and all photographs and/or diagrams and/or videos and/or films and/or DVDs of the subject motor vehicle collision and/or of the scene of the subject motor vehicle collision.

REQUEST FOR PRODUCTION NUMBER 8:

Please produce any and all billing statements for all cell phones used by the defendant driver, ROBERT LEE SOUTH, for three (3) months prior to the subject motor vehicle collision through three (3) months after the subject motor vehicle collision, including all billing statements covering the date of the subject motor vehicle collision.

REQUEST FOR PRODUCTION NUMBER 9:

Please provide copies of all ISO reports, other indices and/or other reports which list any prior or subsequent claims made by, or accidents involving or lawsuits involving the petitioner, KENNETH EPPERSON.

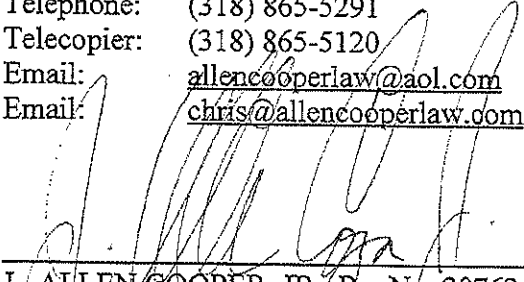
REQUEST FOR PRODUCTION NUMBER 10:

Please produce copies of all deposition transcripts that become available during this litigation.

Respectfully Submitted,

THE LAW OFFICE OF ALLEN COOPER, L.L.C.
551 Kings Highway
Shreveport, Louisiana 71104
Telephone: (318) 865-5291
Telecopier: (318) 865-5120
Email: allencooperlaw@aol.com
Email: chris@allencooperlaw.com

BY:



J. ALLEN COOPER, JR., Bar No. 20762
J. CHRISTOPHER MICIOTTO, Bar No. 26087
ATTORNEYS FOR THE PETITIONER,
KENNETH EPPERSON

PLEASE SERVE WITH PETITION.

KENNETH EPPERSON

SUIT NUMBER: _____

VERSUS

42ND JUDICIAL DISTRICT COURT

ROBERT LEE SOUTH AND FRAC SHACK
AMERICA INC.

DESOTO PARISH, LOUISIANA

PERMANENT ASSIGNMENT

SECTION NUMBER: _____

**REQUEST FOR TEN DAYS NOTICE
OF SETTINGS AND NOTICE OF JUDGMENT**

The petitioner, KENNETH EPPERSON, in the above styled and numbered cause, requests that he be given a minimum of ten (10) days written notice in advance, through his attorney of record, J. Allen Cooper, Jr., at 551 Kings Highway, Shreveport, Louisiana 71104, in accordance with the provisions of Articles 1572, 1913 and 1914 of the Louisiana Code of Civil Procedure, of the date that this cause is fixed for trial, settings of arguments, motions or hearings, and notice of judgment or partial judgment.

Respectfully Submitted,

THE LAW OFFICE OF ALLEN COOPER, L.L.C.
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Shreveport, Louisiana 71104
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