

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

In re: ENERGERA, INC. <i>et al.</i> , ¹ Debtors in a Foreign Proceeding.	§ § § § § §	Chapter 15 Case No. 26-90433 (ARP) (Jointly Administered)
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**FOREIGN REPRESENTATIVE’S OBJECTION TO RICKY ST. JULIEN’S MOTION
TO LIFT THE STAY TO ALLOW EMPLOYMENT DISCRIMINATION LAWSUIT
TO PROCEED**

Alvarez & Marsal Canada Inc., solely in its capacity as court-appointed receiver, manager, and authorized foreign representative (“Receiver” or “Foreign Representative”) of Energera, Inc. (formerly known as Frac Shack Inc.) (“Energera”); Energera America Inc. (formerly known as Frac Shack America Inc.) (“Energera America”); and Sandtinel LLC (“Sandtinel,” and collectively with Energera and Energera America, the “Debtors”), pursuant to the *Consent Receivership Order* dated and pronounced on March 17, 2026 (the “Receivership Order”),² entered by the Court of King’s Bench of Alberta in Judicial Centre of Edmonton, Alberta, Canada, Court File No. 2603-02889 (the “Canadian Court” and the “Canadian Proceeding”), pending under Canada’s *Bankruptcy and Insolvency Act* (“BIA”), respectfully submits this objection (the “Objection”) to the *Motion to Lift the Stay to Allow Employment Discrimination Lawsuit to Proceed* [Dkt. No. 39] (the “Stay Motion”) filed by Ricky St. Julien (“St. Julien”). In support of this Objection, the

¹ Simultaneous chapter 15 petitions were filed by the Receiver for the following affiliated debtors: Energera Inc. f/k/a Frac Shack Inc.; Energera America Inc. f/k/a Frac Shack America Inc.; and Sandtinel LLC.

² A certified copy of the Receivership Order is attached to the Verified Petition as **Exhibit 1** and can also be downloaded free of charge at the Receiver’s website: <https://www.alvarezandmarsal.com/Energera> and is incorporated herein for all purposes. Energera International Inc. (formerly known as Frac Shack International Inc.) (“Energera International”) is a Canadian entity that is also part of the Canadian Proceeding and subject to the Receivership Order.

Foreign Representative relies on the *Declaration of Orest Konowalchuk in Support of Foreign Representative's Objection to Ricky St. Julien's Motion to Lift the Automatic Stay*, attached hereto as **Exhibit A** (the "Receiver Declaration") and the *Declaration of Foreign Counsel in Support of Foreign Representative's Objection to Ricky St. Julien's Motion to Lift the Automatic Stay*, attached hereto as **Exhibit B** (the "Kashuba Declaration"), and states as follows:

PRELIMINARY STATEMENT

1. The automatic stay in these Chapter 15 proceedings was imposed for specific and compelling reasons: to protect the Debtors' U.S. assets, facilitate the orderly administration of the Canadian Proceeding, and maximize value for all stakeholders through an organized sale process. St. Julien's Stay Motion, which seeks to lift the stay to pursue an employment discrimination lawsuit against Energera America, should be denied because: (a) the circumstances justifying the stay remain fully applicable; (b) granting relief would undermine the protections the stay was designed to provide; (c) there is no insurance coverage for the claims at issue; (d) lifting the stay would serve no useful purpose because there will likely be no claims process or distribution to unsecured creditors in the Canadian Proceeding; and (e) allowing St. Julien's litigation to proceed would divert the Debtors' limited resources from the Canadian estate's administration and sale process, to the detriment of all creditors.

JURISDICTION AND VENUE

2. This Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(P). The Debtors confirm their consent, pursuant to Rule 7008 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), to the entry of a final order by the Court in connection with this Objection to the extent it is later

determined that this Court, absent consent of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution.

3. The predicates for the relief requested herein are sections 105(a), 362, and 1521 of the Bankruptcy Code and rules 4001 and 9014 of the Bankruptcy Rules.

BACKGROUND

A. The Canadian Proceeding and the Stay

4. On March 17, 2026, the Canadian Court entered the Receivership Order, appointing Alvarez & Marsal Canada Inc. as receiver and manager of the Debtors' current and future assets, undertakings, and properties of every nature and kind. The Receivership Order empowers the Receiver to, among other things: (a) take possession of and exercise control over the Debtors' property; (b) manage, operate, and carry on the business of the Debtors, including the power to cease operations or cease to perform any contracts; (c) settle, extend, or compromise any indebtedness owing to or by the Debtors; and (d) initiate, prosecute, defend, and settle proceedings with respect to the Debtors. The Receivership Order also provides a broad stay of proceedings and enforcement actions against the Debtors and their property, prohibiting any person from commencing or continuing any proceeding or enforcement process against the Debtors except with the written consent of the Receiver or leave of the Canadian Court.

5. On March 30, 2026, the Foreign Representative filed a *Verified Petition for (I) Recognition of Foreign Proceeding, (II) Recognition of Foreign Representative, and (III) Related Relief Under Chapter 15 of the Bankruptcy Code* [Dkt. No. 3]³ with this Court.

³ The Verified Petition contains additional information and background regarding the Debtors and the Canadian Proceeding.

Concurrently, the Foreign Representative filed its *Emergency Motion for Provisional Relief Pursuant to Bankruptcy Code Section 1519* [Dkt. No. 6] (the “Provisional Relief Motion”).

6. On April 1, 2026, this Court entered an *Order Granting Foreign Representative’s Emergency Motion for Provisional Relief Pursuant to Bankruptcy Code Section 1519* (the “Provisional Relief Order”) [Dkt. No. 15].

7. On May 4, 2026, this Court entered its *Order Granting Petition for (I) Recognition of a Foreign Proceeding, (II) Recognition of the Foreign Representative, and (III) Related Relief Under Chapter 15 of the Bankruptcy Code* [Dkt. No. 33] (the “Recognition Order”).

B. The St. Julien Litigation

8. On or about March 14, 2025, St. Julien filed a lawsuit against Energera America in the 165th District Court of Harris County, Texas, Cause No. 2025-17552 (the “St. Julien Litigation”). The lawsuit was subsequently removed to the United States District Court for the Southern District of Texas, Houston Division, where it remains pending under Case No. 4:25-cv-01827.

9. On August 14, 2025, St. Julien filed his First Amended Complaint in Federal District Court, asserting claims for racial discrimination and retaliation under 42 U.S.C. § 1981 and Title VII of the Civil Rights Act of 1964.

10. On April 13, 2026, after the entry of the Provisional Relief Order, notice of the bankruptcy filing and imposition of the automatic stay was provided in the St. Julien Litigation.

11. In the Stay Motion, St. Julien seeks relief from the stay to: (a) continue the St. Julien Litigation in Federal District Court; (b) proceed to judgment; (c) seek recovery from alleged insurance proceeds; and (d) liquidate his claim against the Debtors to the extent insurance proceeds are insufficient to pay his claim in full.

ARGUMENT

A. The Stay Was Imposed to Protect the Debtors’ Assets and Facilitate the Canadian Proceeding

12. The automatic stay under section 362 of the Bankruptcy Code was made applicable to the Debtors and their property through both the Provisional Relief Order and the Recognition Order. The stay was imposed because it was “urgently needed to protect the Debtors, their assets located in the territorial jurisdiction of the United States, and the interests of all of the Debtors’ creditors.” *See* Provisional Relief Order at ¶ E. Without the stay, there was a material risk that parties could “take certain actions against the Debtors or their assets in the United States” that would “(a) interfere with the jurisdictional mandate of this Court under chapter 15 of the Bankruptcy Code, (b) interfere with and cause harm to the administration of the Canadian Proceeding and (c) undermine the Debtors’ efforts to achieve a value-maximizing sale in the Canadian Proceeding for the benefit of all of the Debtors’ stakeholders.” *Id.* at ¶ C.

13. The Recognition Order recognized the Canadian Proceeding as a foreign main proceeding and confirmed that section 362 of the Bankruptcy Code applies with respect to the Debtors and the property of the Debtors that is within the territorial jurisdiction of the United States. Recognition Order at ¶ 4(A). The Recognition Order further stayed the commencement or continuation of any action or proceeding concerning the assets, rights, obligations, or liabilities of the Debtors. *Id.* at ¶ 7(A). These protections were found to be “necessary to effectuate the purposes and objectives of chapter 15 and to protect the Debtors and their interests.” *Id.* at ¶ I.

B. St. Julien Has Not Demonstrated Cause to Lift the Stay

14. Section 362(d)(1) of the Bankruptcy Code provides that the court shall grant relief from the stay “for cause.” The term “cause” is not defined in the Bankruptcy Code but rather must be determined on a case-by-case basis based on an examination of the totality of the circumstances.

See In re Xenon Anesthesia of Tex., PLLC, 510 B.R. 106, 112 (Bankr. S.D. Tex. 2014). In determining cause, courts consider, *inter alia*, the following factors: (1) whether the relief will result in a partial or complete resolution of the issues; (2) lack of any connection with or interference with the bankruptcy case; (3) whether the debtor's insurer has assumed full responsibility; (4) whether litigation in the other forum would prejudice the interests of other creditors; (5) the interests of judicial economy; (6) whether the proceedings have progressed to the point that parties are ready for trial; and (7) the impact of the stay on the parties and the balance of harm. *Id.*

C. There Is No Insurance Coverage for St. Julien's Claims

15. St. Julien asserts that he seeks to “recover from the Debtors/Defendants’ available liability insurance proceeds.” Stay Motion at ¶ 9. St. Julien has been informed on multiple occasions, however, that there is no insurance coverage applicable to his claims. Energera America first disclosed the absence of applicable insurance in its Rule 26(a) Initial Disclosures, served on August 13, 2025, which stated that the Defendant “is not aware of any insurance agreement under which an insurance business may be liable to satisfy all or part of a possible judgment in the action or to indemnify or reimburse payments made to satisfy a judgment.” *See Exhibit C*, Defendant Energera America, Inc.’s Rule 26(a) Disclosures at 3. Energera America reiterated this disclosure in its Responses to Plaintiff’s First Requests for Production, served on September 24, 2025, confirming that “[a]s stated in Defendant’s Rule 26a disclosures, Defendant is not aware of any insurance agreement under which an insurance business may be liable to satisfy all or part of a possible judgment in the action or to indemnify or reimburse payments made to satisfy a judgment” and that Defendant “does not have any materials responsive” to Plaintiff’s request for insurance documents. *See Exhibit D*, Defendant Energera America, Inc.’s Objections and Responses to

Plaintiff's First Requests for Production at 10. The Receiver confirms that, to his knowledge, there is no applicable insurance policy related to the claims asserted by St. Julien against Energera America. *See* Receiver Declaration, **Exhibit A**, ¶ 8. Because there is no insurance coverage, granting St. Julien relief from the stay would not result in any recovery from insurance proceeds—it would instead require the expenditure of estate resources to defend litigation that provides no benefit to unsecured creditors.

16. Courts routinely lift the automatic stay in personal injury cases when the debtor's insurer has assumed full responsibility for the defense because the litigation can then proceed without depleting estate assets. *See, e.g., Matter of Edgeworth*, 993 F.2d 51, 53 (5th Cir. 1993) (holding liability insurance proceeds payable to third parties are generally not property of the estate and permitting tort claimants to proceed to establish liability with recovery limited to insurance); *Sosebee v. Steadfast Ins. Co.*, 701 F.3d 1012, 1024 (5th Cir. 2012) (recognizing the routine practice of lifting the stay to liquidate personal injury claims where recovery will be confined to insurance); *In re Coho Resources, Inc.*, 345 F.3d 338, 343 (5th Cir. 2003) (acknowledging pathway for allowing litigation to proceed with collection limited to liability insurance). Here, by contrast, there is no insurance coverage.

17. Where, as here, there is no insurance coverage, lifting the stay would directly and adversely impact estate resources to the prejudice of all creditors. *See, e.g., In re Residential Capital, LLC*, No. 12-12020 (MG), 2012 WL 3249641 (Bankr. S.D.N.Y. 2012) (denying stay relief sought to pursue prepetition wrongful reconveyance claims where no insurer assumed responsibility for the action and any judgment would deplete estate resources and prejudice other creditors). St. Julien cannot credibly claim that lifting the stay will enable recovery from insurance

proceeds when he has been expressly informed—twice—that no such insurance exists. *See Exhibits C, D*; Receiver Declaration, **Exhibit A**, ¶ 8.

D. Lifting the Stay Would Serve No Useful Purpose

18. The Receiver’s Canadian counsel has advised that liquidation of a claim to judgment is not required for presentation in the Canadian receivership proceeding. Kashuba Declaration, **Exhibit B**, ¶ 6 (“[T]here is no requirement under the BIA that a creditor liquidate an unsecured claim to judgment before presenting or filing that claim in a Canadian insolvency proceeding.”). Additionally, it is substantially unlikely that there will be either a claims process or any distribution to unsecured creditors in the Canadian receivership proceeding. *Id.* ¶ 7; Receiver Declaration, **Exhibit A**, ¶ 10. As of the filing of the Verified Petition, the outstanding indebtedness owing to the secured Syndicate under the Credit Agreement was CAD \$39,061,058.27, plus accrued and accruing interest, costs, expenses, and other obligations. *See* Verified Petition at ¶ 20; Receiver Declaration, **Exhibit A**, ¶ 9. The Debtors have approximately seventy-eight (78) unsecured creditors with unpaid trade balances totaling approximately \$498,334—a fraction of the secured debt. *See* Verified Petition at ¶ 21; Receiver Declaration, **Exhibit A**, ¶ 9. Given this substantial shortfall, any judgment St. Julien might obtain would almost certainly be worthless, and the cost of defending the litigation would only serve to deplete estate assets. *See* Receiver Declaration, **Exhibit A**, ¶¶ 10-11; Kashuba Declaration, **Exhibit B**, ¶ 7.

E. Lifting the Stay Would Interfere with the Canadian Proceeding

19. Granting relief from the stay to permit St. Julien’s litigation to proceed would directly interfere with the administration of the Canadian Proceeding and undermine the protections the stay was designed to provide. The Foreign Representative demonstrated in the Verified Petition and Emergency Motion for Provisional Relief that the Debtors have limited

resources and an immediate stay was necessary to prevent diversion of those resources to defend the Debtors and their assets in courts throughout the United States. *See* Verified Petition at ¶ 32; Emergency Motion for Provisional Relief at ¶ 23. The Foreign Representative emphasized that “[a]bsent provisional relief, the Debtors face the real risk that parties within the territorial jurisdiction of the United States may decide to exercise control over the Debtors’ assets or pursue, and then enforce, a judgment against the Debtors and/or their assets. Such actions would circumvent, and interfere with, the administration of the Canadian Proceeding and the value-maximizing sale process that the Debtors intend to pursue therein.” Emergency Motion for Provisional Relief at ¶ 20; *see also* Receiver Declaration, **Exhibit A**, ¶¶ 11-12.

20. These concerns remain fully applicable. The Receiver is actively operating the Energera Group (as defined in the Verified Petition) and conducting a sale process for the Debtors’ assets. Receiver Declaration, **Exhibit A**, ¶ 10. Diverting resources to defend the St. Julien Litigation—which the Receiver would be required to do absent insurance coverage—would detract from the Receiver’s ability to focus on the value-maximizing sale process and facilitate the fair and efficient administration of the Canadian Proceeding. *Id.* ¶¶ 11-12.

F. The Balance of Harms Weighs Against Lifting the Stay

21. In considering whether to grant relief from the automatic stay, courts weigh the injury to the debtor and other creditors if the stay is modified against the injury to the movant if the stay is not modified. *In re Mosher*, 578 B.R. 765, 774-75 (Bankr. S.D. Tex. 2017). Here, the balance tips decidedly against St. Julien.

22. Lifting the stay would harm the Debtors and all creditors by: (a) diverting limited estate resources from the Canadian Proceeding to defend litigation; (b) distracting the Receiver and Debtors’ management from the receivership tasks and sale processes; (c) potentially

interfering with the going-concern sale process that the Receiver is conducting; and (d) permitting one creditor to pursue its individual remedy to the detriment of all other creditors. *See* Receiver Declaration, **Exhibit A**, ¶¶ 11-12. As the Provisional Relief Motion explained, “the harm to any particular creditor by a stay is greatly outweighed by the harm caused to all of the Debtors’ other stakeholders, if the Debtors’ ability to pursue a value-maximizing sale in the Canadian Proceeding were compromised.” Provisional Relief Motion at ¶ 34.

23. Discovery is not complete in the St. Julien Litigation. *See* Emergency Motion for Provisional Relief at ¶ 23; Receiver Declaration, **Exhibit A**, ¶ 8 (confirming that depositions have not been taken of either the corporate representative for Energera America Inc. or St. Julien). A deposition of St. Julien was scheduled for April 1, 2026, and a deposition of Energera America’s corporate representative was scheduled for April 2, 2026. Significant preparation and coordination with counsel will be required for a corporate representative to be ready for the deposition given the departure of the Debtors’ former CEO. Considerable expense would be incurred to complete discovery and try the St. Julien Litigation to final judgment. Receiver Declaration, **Exhibit A**, ¶ 8.

24. In contrast, St. Julien’s harm from the stay continuing is minimal. His claims are not extinguished; they are merely suspended. St. Julien can assert any claim he may have in the Canadian Proceeding without first obtaining a judgment. Kashuba Declaration, **Exhibit B**, ¶ 6. Furthermore, even if St. Julien were permitted to proceed to judgment, given the Debtors’ financial circumstances and the absence of insurance coverage, any recovery is highly unlikely. Receiver Declaration, **Exhibit A**, ¶¶ 9-10; Kashuba Declaration, **Exhibit B**, ¶ 7. Thus, St. Julien’s ability to ultimately recover on any judgment is no different whether the stay remains in place or is lifted.

G. Public Policy Favors Maintaining the Stay

25. The public interest is served by maintaining the stay. As the court noted in *Cornfeld v. Investors Overseas Servs., Ltd.*, “the firm policy of American courts is the staying of actions against a corporation which is the subject of a bankruptcy proceeding in [a foreign court].” 471 F. Supp. 1255, 1259 (S.D.N.Y. 1979), *aff’d*, 614 F.2d 1286 (2d Cir. 1979). The goals of Chapter 15—promoting cooperation between U.S. and foreign courts, ensuring fair and efficient administration of cross-border insolvencies, and protecting and maximizing debtor assets—are all advanced by maintaining the stay and permitting the Canadian Proceeding to proceed in an orderly fashion. *See* 11 U.S.C. § 1501(a).

H. The Recognition Order Supports Maintaining the Stay

26. The Recognition Order provides that this Court “retains exclusive jurisdiction with respect to the enforcement, amendment or modification of this Order, any request for additional relief or any adversary proceeding brought in and through this chapter 15 proceeding, and any request by an entity for relief from the provisions of this Order, for cause shown, that is properly commenced and within the jurisdiction of this Court.” Recognition Order at ¶ 9. The Recognition Order further applies to “all parties in interest in this chapter 15 case and all of their agents, employees and representatives, and all those who act in concert with them who receive notice of this Order.” *Id.* at ¶ 16. St. Julien has not demonstrated that cause exists to modify the protections afforded by the Recognition Order.

WHEREFORE, the Foreign Representative respectfully requests that the Court: (i) deny the Stay Motion; and (ii) grant such other and further relief as is just and proper.

Dated: June 5, 2026.

Respectfully submitted,

MUNSCH HARDT KOPF & HARR, P.C.

By: */s/ Alexander R. Perez* _____

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***Counsel for Alvarez & Marsal
Canada Inc., Solely in its Capacity as
Court-Appointed Receiver and
Manager of the Debtors***

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on June 5, 2026, a true and correct copy of the foregoing document was served electronically through the Court's ECF system on parties registered to receive electronic notice in the above-captioned bankruptcy case and as indicated below by U.S. first class mail, postage prepaid.

Counsel for Ricky St. Julien

Reese W. Baker
Baker & Associates
950 Echo Lane, Suite 300
Houston, Texas 77024

/s/ Alexander R. Perez

Alexander R. Perez

EXHIBIT A

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

<p>In re:</p> <p>ENERGERA, INC. <i>et al.</i>,¹</p> <p style="padding-left: 40px;">Debtors in a Foreign Proceeding.</p>	<p>§</p> <p>§</p> <p>§</p> <p>§</p> <p>§</p> <p>§</p>	<p>Chapter 15</p> <p>Case No. 26-90433 (ARP)</p> <p>(Jointly Administered)</p>
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**DECLARATION OF OREST KONOWALCHUK
IN SUPPORT OF FOREIGN REPRESENTATIVE’S OBJECTION TO
RICKY ST. JULIEN’S MOTION TO LIFT THE AUTOMATIC STAY**

I, Orest Konowalchuk, do hereby declare as follows:

1. I am over the age of 18 and authorized to submit this declaration (the “Declaration”) on behalf of Alvarez & Marsal Canada Inc., solely in its capacity as court-appointed receiver, manager, and authorized foreign representative (the “Receiver” or “Foreign Representative”) of Energera, Inc., Energera America Inc., and Sandtinel LLC (collectively, the “Debtors”).

2. I am a Senior Vice President in the North American Commercial Restructuring group at Alvarez & Marsal Canada Inc. I hold a Bachelor of Commerce (hons.) from the University of Manitoba and a diploma in business administration from Red River College. I am a Chartered Professional Accountant, Chartered Insolvency and Restructuring Professional, and Canadian Licensed Insolvency Trustee. I have acted for businesses in financial distress in both the private and public sectors and have worked on engagements involving cross-border operations, including concurrent Companies’ Creditors Arrangement Act (CCAA) and chapter 11/chapter 15 filings. In my role as a restructuring and insolvency professional, I have more than twenty (20) years of experience specializing in the energy sector, including exploration and production, oilsands and

¹ Simultaneous chapter 15 petitions were filed by the Receiver for the following affiliated debtors: Energera Inc. f/k/a Frac Shack Inc.; Energera America Inc. f/k/a Frac Shack America Inc.; and Sandtinel LLC.

oilfield services, commercial and residential real estate and property development, construction, manufacturing, and agricultural industries. I am a member of the Insolvency Institute of Canada, the Canadian Association of Insolvency and Restructuring Professionals, and the Northwest Chapter of the Turnaround Management Association. I am the individual primarily responsible for overseeing Alvarez & Marsal Canada Inc.'s engagement as Receiver, and I am duly authorized to submit this Declaration. My office is located at Bow Valley Square IV, Suite 1110, 250 6th Avenue SW, Calgary, AB T2P 3H7, Canada.

3. Acting as the representative of the Foreign Representative, I am not an employee, senior manager, or owner of the Debtors. My knowledge of the Debtors derives from my role as an officer of the Canadian Court. I have investigated the business and affairs of the Debtors to the best of my ability since my engagement and make this Declaration based on that investigation. The facts set forth herein are based on my personal knowledge; my review of relevant documents; information provided to me by employees of Alvarez & Marsal Canada Inc. working under my direction or supervision; my discussions with current or former representatives and/or agents of the Debtors; and my opinions based on my experience concerning the Debtors' operations and financial condition. If called to testify, I could and would testify competently to the facts stated herein.

4. General background facts regarding the receivership and the Debtors' business, assets, liabilities, and related information are set forth in the *Verified Petition for (I) Recognition of Foreign Proceeding, (II) Recognition of Foreign Representative, and (III) Related Relief Under Chapter 15 of the Bankruptcy Code, and (B) Emergency Motion for Provisional Relief Pursuant to the Bankruptcy Code Section 1519* [Dkt. No. 3] and the *Declaration of Orest Konowalchuk in Support of Receiver's (A) Verified Petition for (I) Recognition of Foreign Proceeding,*

(II) Recognition of Foreign Representative, and (III) Related Relief Under Chapter 15 of the Bankruptcy Code, and (B) Emergency Motion for Provisional Relief Pursuant to the Bankruptcy Code Section 1519 [Dkt. No. 7], which are incorporated herein by reference.

5. I am informed that on or about March 14, 2025, Ricky St. Julien (“St. Julien”) filed a lawsuit against Energera America Inc. in the 165th District Court of Harris County, Texas. The lawsuit was subsequently removed to the United States District Court for the Southern District of Texas, Houston Division, where it remains pending under Case No. 4:25-cv-01827 (the “St. Julien Litigation”). The St. Julien Litigation asserts claims for racial discrimination and retaliation under 42 U.S.C. § 1981 and Title VII of the Civil Rights Act of 1964.

6. On May 22, 2026, St. Julien filed a Motion to Lift the Stay to Allow Employment Discrimination Lawsuit to Proceed (the “Stay Motion”). In the Stay Motion, St. Julien seeks relief from the automatic stay to continue the St. Julien Litigation in Federal District Court, proceed to judgment, and seek recovery from alleged insurance proceeds.

7. I submit this Declaration in support of the *Foreign Representative’s Objection to Ricky St. Julien’s Motion to Lift the Stay to Allow Employment Discrimination Lawsuit to Proceed.*

8. Based on my review of the relevant documents, Energera America Inc. disclosed in its Rule 26(a) Initial Disclosures, served on August 13, 2025, that the company “is not aware of any insurance agreement under which an insurance business may be liable to satisfy all or part of a possible judgment in the action or to indemnify or reimburse payments made to satisfy a judgment.” Energera America Inc. reiterated this disclosure in its Responses to Plaintiff’s First Requests for Production, served on September 24, 2025. To my knowledge, there is no applicable insurance policy related to the claims asserted by St. Julien against Energera America Inc. in the St. Julien Litigation. Additionally, it is my understanding that discovery is not complete in the St.

Julien Litigation: depositions have not been taken of either the corporate representative for Energera America Inc. or St. Julien. Considerable expense would be incurred to complete discovery and try the St. Julien Litigation to final judgment.

9. Based on my review of the relevant records, as of the filing of the Verified Petition, the outstanding indebtedness owed by the Debtors to the secured Syndicate under the Credit Agreement was CAD \$39,061,058.27, plus accrued and accruing interest, costs, expenses, and other obligations. In contrast, the Debtors have approximately seventy-eight (78) unsecured creditors with unpaid trade balances totaling approximately \$498,334 as of March 23, 2026.

10. The Receiver is actively operating the Energera Group's business and conducting a sale process for the Debtors' assets. The Receiver anticipates conducting a further sale process for the Debtors' assets, which may include substantially all of the assets of the Energera Group marketed as a going concern or on a divisional or piecemeal basis. It is presently uncertain but substantially doubtful that there will be sufficient proceeds from the sale efforts undertaken by the Receiver sufficient for there to be any recovery by unsecured creditors of the Canadian estates. Accordingly, any distributions from the Canadian Proceeding, if any, are expected to be made solely to secured creditors in accordance with their legal entitlements under the Receivership Order and applicable Canadian law. Even if there were recoveries available to unsecured creditors, the normal practice in the Canadian Proceedings would be for the Receiver to seek a claims procedure order from the Canadian Court, where, if granted, would allow all unsecured creditors the opportunity to prove their claims in the Canadian Proceeding. It is my understanding that this would be the more appropriate time (in these circumstances) to have the St. Julien Litigation to be evaluated and proven.

11. The Debtors have limited resources. Defending the St. Julien Litigation would require the expenditure of estate resources, including management time, legal fees, and costs associated with preparing for and attending depositions, responding to discovery, and potentially proceeding to trial. Absent insurance coverage to fund the defense of the St. Julien Litigation, any such expenditures would come directly from the estate, reducing the funds available for distribution to creditors. Given the priority of secured claims in the Canadian Proceeding, any reduction in estate resources would only further diminish the already remote possibility of any distribution to unsecured creditors.

12. Allowing the St. Julien Litigation to proceed would divert the Receiver's attention and the Debtors' limited resources from the administration of the Canadian Proceeding and the ongoing sale process. This would be to the detriment of all creditors and would interfere with the orderly administration of the Canadian Proceeding that this Court has recognized and is designed to protect. Moreover, even if St. Julien were to obtain a judgment in the St. Julien Litigation, any such claim would be treated as an unsecured claim in the Canadian Proceeding and would be subject to the same distribution priority as other unsecured creditors, for whom recovery is substantially doubtful.

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Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Respectfully submitted this 5th day of June, 2026.

DocuSigned by:
Orest Konowalchuk
F93F0A3394CC426...
Orest Konowalchuk

EXHIBIT B

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

In re: ENERGERA, INC. <i>et al.</i> , ¹ Debtors in a Foreign Proceeding.	§ § § § § §	Chapter 15 Case No. 26-90433 (ARP) (Jointly Administered)
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**DECLARATION OF FOREIGN COUNSEL IN SUPPORT OF FOREIGN
REPRESENTATIVE’S OBJECTION TO RICKY ST. JULIEN’S
MOTION TO LIFT THE AUTOMATIC STAY**

I, Kyle Kashuba, declare as follows:

1. I am over the age of 18, and I am authorized to submit this declaration (the “Declaration”) on behalf of my law firm and its client, the Receiver (as defined below).

2. I am a Partner at Torys LLP (“Torys”). My office is located at 525 - 8th Avenue S.W., 46th Floor, Eighth Avenue Place East, Calgary, AB T2P 1G1 Canada. I graduated with an L.L.B. from the University of Alberta in 2005 and was called to the bar of Alberta in 2006. I am a member of the Insolvency Institute of Canada, the Canadian Bar Association – Insolvency Section, and the Northwest Chapter of the Turnaround Management Association.

3. Torys represents Alvarez & Marsal Canada Inc., solely in its capacity as court appointed receiver, manager, and authorized foreign representative (“Receiver” or “Foreign Representative”) of Energera, Inc., (formerly known as Frac Shack Inc.); Energera America Inc. (formerly known as Frac Shack America Inc.); and Sandtinel LLC (collectively, the “Debtors”) pursuant to the *Consent Receivership Order* dated March 17, 2026 (the “Receivership Order”), entered by the Court of King’s Bench of Alberta in Judicial Centre of Edmonton, Alberta, Canada,

¹ The jointly administered chapter 15 debtors, each subject to the Canadian Receivership, are Energera Inc. f/k/a Frac Shack Inc.; Energera America Inc. f/k/a Frac Shack America Inc.; and Sandtinel LLC.

Court File No. 2603-02889 (the “Canadian Court” and the “Canadian Proceeding”) pending under Canada’s *Bankruptcy and Insolvency Act* (“BIA”). I serve as lead counsel in the representation of the Receiver in the Canadian Proceeding.

4. I submit this Declaration in support of the *Foreign Representative’s Objection to Ricky St. Julien’s Motion to Lift the Stay to Allow Employment Discrimination Lawsuit to Proceed*.

5. On March 17, 2026, the Canadian Court entered the Receivership Order pursuant to section 243(1) of the BIA, appointing the Receiver over the Canadian estates of the Debtors. The Receivership Order specifically authorizes the Receiver to act “as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada” (Receivership Order ¶ 32).²

6. Based on my knowledge of Canadian insolvency law, there is no requirement under the BIA that a creditor liquidate an unsecured claim to judgment before presenting or filing that claim in a Canadian insolvency proceeding. The BIA does not mandate that unsecured claims be reduced to judgment as a precondition to participation in a claims process or distribution. While obtaining a judgment may assist in quantifying a damages claim, it is not a legal prerequisite to asserting a claim in the Canadian Proceeding.

7. Practically speaking, I do not anticipate a formal claims process in the Canadian Proceeding given the Debtors’ financial circumstances. The outstanding secured indebtedness substantially exceeds the value of the Debtors’ assets, and I do not expect any distribution to unsecured creditors. Accordingly, lifting the stay to allow St. Julien to pursue litigation to judgment in the United States would serve no practical purpose: his claim can be presented in the

² Capitalized terms used but not otherwise defined herein shall have the meaning set forth in the Foreign Representative’s Objection to Ricky St. Julien’s Motion to Lift the Stay to Allow Employment Discrimination Lawsuit to Proceed.

Canadian Proceeding without a judgment, and any judgment he might obtain would almost certainly be without any value given the absence of anticipated distributions to unsecured creditors.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Respectfully submitted this 5th day of June, 2026.

TORYS LLP

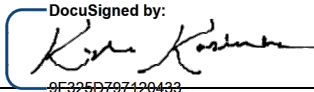
By: 
 Kyle Kashuba

EXHIBIT C

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

RICKY ST. JULIEN,

Plaintiff,

v.

ENERGERA AMERICA, INC. f/k/a FRAC
SHACK AMERICA, INC.,

Defendant.

CIVIL ACTION NO. 4:25-cv-01827

DEFENDANT ENERGERA AMERICA, INC.'S
RULE 26(a) DISCLOSURES

Defendant Energera America, Inc. ("Defendant" or "Energera") by and through undersigned counsel, make the following disclosures pursuant to Rule 26(a)(1) of the Federal Rules of Civil Procedure. These disclosures are made without waiver of any privilege or objection based on relevancy or other grounds Defendant may have related to any information disclosed herein.

RESERVATION OF RIGHTS

1. Defendant's disclosures are based upon information reasonably available as of the date that these disclosures were prepared. Accordingly, Defendant reserves the right to supplement the information contained herein if additional information becomes known at some later date.

2. In making these disclosures pursuant to Rule 26(a)(1) of the Federal Rules of Civil Procedure, Defendant does not represent that any particular documents actually exist or that such documents are within their custody, possession, direction or control.

4. Defendant expressly reserve the right to clarify, alter, amend, modify or supplement the information contained in these initial disclosures in the event that they obtain additional information, to the extent required by the Federal Rules of Civil Procedure.

5. Defendant expressly reserve the right to identify or call as witnesses individuals in

addition to those identified herein, and to identify additional documents, if it is discovered that such individuals have or might have knowledge of matters relevant to this action or that such additional documents are relevant to this action.

6. Any or all of these initial disclosures are made subject to and without limiting any of the foregoing reservations of rights. Defendant makes these disclosures with the expectation that a confidentiality order, or some other limitation on the production and use of the documents and information contained herein, will be agreed upon by counsel at an appropriate time if such limitation becomes necessary.

I. The name and, if known, the address and telephone number of each individual likely to have discoverable information that the disclosing party may use to support its claims or defenses unless solely for impeachment, identifying the subjects of the information.

RESPONSE:

<u>Witness</u>	<u>Contact Information</u>	<u>Subject Matter</u>
Laura Handler	Can be contacted through Defendant's counsel	Ms. Handler was the Human Resources Director at Energera and may have information regarding Plaintiff's termination.
Kendel Repola	Can be contacted through Defendant's counsel	Mr. Repola was a Human Resources Representative and may have information regarding Plaintiff's termination.
Ricky St. Julian	c/o Katrina Patrick Law Offices of Katrina Patrick 6575 West Loop South Freeway, #500 Bellaire, TX 77401 (713)796-8218 direct line	Plaintiff has knowledge of the claims asserted.
Andre Gordon	Can be contacted through Defendant's counsel	Mr. Gordon was a Field Lead and may have knowledge of relevant facts.
De' Andrea Hammond	Can be contacted through Defendant's counsel	Ms. Hammond is an Operations Coordinator and may have knowledge of relevant facts.

II. A copy of, or a description by category and location of, all documents, electronically stored information and tangible things that are in the possession, custody, or control of the party and that the disclosing party may use to support its claims or its defenses to claims asserted against it, if any.

RESPONSE: Defendant may utilize records identified and produced in discovery herein including, but not limited to, any documents produced by Plaintiff, documents that will be produced by Defendant and shall include Plaintiff's offer of employment, his signed employee handbook, his signed acceptance of resignation letter, his attendance records, his pay records, Defendant's employment policies and handbook, and relevant EEOC communications related to this dispute.

Defendant expressly reserves the right to supplement or modify these disclosures and to identify, by category and location, additional documents as discovery proceeds and as Defendant's investigation continues.

III. A computation of any category of damages claimed by the disclosing party, making available for inspection and copying as under Rule 34 the documents or other evidentiary material, not privileged or protected from disclosure, on which such computation is based, including materials bearing on the nature and extent of injuries suffered.

RESPONSE: Defendant does not seek or allege any economic damages in this case at this time, but reserves the right to do so in accordance with any applicable law or remedy. Defendant denies that Plaintiff has established the nature, cause and extent of his alleged damages. Defendant demands that Plaintiff be required to prove the claims and allegations against Defendant.

IV. For inspection and copying as under Rule 34 any insurance agreement under which any person carrying on an insurance business may be liable to satisfy part or all of a judgment which may be entered in the action or to indemnify or reimburse for payments made to satisfy the judgment.

RESPONSE: At this time, Defendant is not aware of any insurance agreement under which an insurance business may be liable to satisfy all or party of a possible judgment in the action or to indemnify or reimburse payments made to satisfy a judgment. Defendant reserves all rights and will supplement or amend this response to the extent such agreement is identified during this litigation.

Dated: August 13, 2025

Respectfully submitted,

MUNSCH HARDT KOPF & HARR, P.C.

DALLAS | HOUSTON | AUSTIN

By: /s/ Pooneh Momeni

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Tel: (713) 222-4050

Fax: (713) 222-5850

ATTORNEYS FOR DEFENDANT

CERTIFICATE OF SERVICE

The undersigned certifies that a true and correct copy of the foregoing document was served on all counsel of record via electronic mail on August 13, 2025.

/s/ Pooneh Momeni

Pooneh Momeni

EXHIBIT D

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

RICKY ST. JULIEN,

Plaintiff,

v.

ENERGERA AMERICA, INC. f/k/a FRAC
SHACK AMERICA, INC.,

Defendant.

CIVIL ACTION NO. 4:25-cv-01827

DEFENDANT ENERGERA AMERICA, INC.'S OBJECTIONS
AND RESPONSES TO PLAINTIFF'S FIRST REQUESTS FOR PRODUCTION

TO: Plaintiff, Ricky St. Julien, by and through his attorney of record, Katrina Patrick, Law Offices of Katrina Patrick, 6575 West Loop South, Suite 500, Belaire, Texas 77401.

Pursuant to Federal Rules of Civil Procedure 34, Defendant Energera America, Inc. ("Energera" or "Defendant") serves its Objections and Answers to Plaintiff First Requests for Production.

Dated: September 24, 2025

Respectfully submitted,

MUNSCH HARDT KOPF & HARR, P.C.

DALLAS | HOUSTON | AUSTIN

By: /s/ Pooneh Momeni

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ATTORNEYS FOR DEFENDANT

CERTIFICATE OF SERVICE

The undersigned certifies that a true and correct copy of the foregoing document was served on all counsel of record via electronic mail on September 24, 2025.

/s/ Pooneh Momeni
Pooneh Momeni

REQUEST FOR PRODUCTION

REQUEST FOR PRODUCTION NO. 1:

Any and all documents which support, evidence, relate or otherwise pertain to any and all personnel policies of Defendant in effect during Plaintiff's employment, including but not limited to:

- a) disciplinary policies up to and including termination,
- b) internal complaint or grievance procedures,
- c) discrimination and harassment,
- d) retaliation,
- e) conduct and performance,
- f) attendance,
- g) condition of company vehicles,
- h) safety,
- i) assigning company vehicles,
- j) assigning work including hitches,
- k) company accidents including vehicular accidents,
- l) out of town work travel and expenses, and
- m) any policies related to matters in which Plaintiff was disciplined and/or terminated for allegedly violating.

RESPONSE: Defendant objects to this Request as overbroad because it seeks to capture information that is not relevant to the claims or defenses of either Plaintiff or Defendant. For example, personnel policies that are not enumerated on the list above could have no bearing to the facts of this case. Defendant further objects to this Request because "support, evidence, relate or otherwise pertain" is vague, ambiguous, and makes Defendant guess as to the scope of the Request. This Request could encompass drafts and communications involving the drafting of the personnel policies, which may be privileged and outside the scope of discovery. Subject to these objections and without waiving the same, Defendant will search for responsive, non-privileged documents and produce those materials (if any) in due course.

REQUEST FOR PRODUCTION NO. 2:

Any and all documents which support, evidence, relate, or otherwise pertain to any lawsuits, complaints, administrative charges, or claims – whether internal or external – of race discrimination and/or retaliation made against Defendant in Plaintiff's work region from January 1, 2018 to present and your response including investigation thereto.

RESPONSE: None.

REQUEST FOR PRODUCTION NO. 3:

All communications concerning the factual allegations or claims at issue in this lawsuit among or between:

- i) the plaintiff and the defendant, and
- ii) the plaintiff's managers, and/or supervisors, and/or human resources.

RESPONSE: Defendant objects to this Request as overbroad because it is not reasonably limited in time. Subject to these objections and without waiving the same, Defendant will search for responsive, non-privileged documents and produce those materials (if any) in due course.

REQUEST FOR PRODUCTION NO. 4:

Produce a record of each and every complaint or allegation made by any employee regarding any form of conduct, misconduct or alleged misconduct of Andre Gordon from January 1, 2018 to December 31, 2024 including but not limited to all complaints of discrimination, abusive behavior, intimidating behavior, violation of company policies, or other such conduct including discrimination and retaliation.

RESPONSE: Defendant objects to this Request as overbroad and unduly burdensome because it seeks to capture information that is not relevant to the claims or defenses of either Plaintiff or Defendant. The Request is not reasonably limited in time. A seven-year time period is excessive and disproportionate given the nature of Plaintiff's claims, which arise from his brief 18-month long employment with Defendant. Defendant further objects to this Request because it seeks documents that may contain confidential, private, or personnel information of nonparties, disclosure of which would invade those employees' privacy rights. Defendant will not produce such information absent entry of a protective order. Subject to these objections and without waiving the same, Defendant will search for responsive, non-privileged documents limited to the time period Plaintiff was employed with Defendant and produce those materials (if any) upon entry of a mutually agreed protective order.

REQUEST FOR PRODUCTION NO. 5

Produce a record of each and every complaint or allegation made by any employee regarding any form of conduct, misconduct or alleged misconduct of Laurence Ashurst from January 1, 2018 to December 31, 2024 including but not limited to all complaints of discrimination, abusive behavior, intimidating behavior, violation of company policies, or other such conduct including discrimination and retaliation.

RESPONSE: Defendant objects to this Request as overbroad and unduly burdensome because it seeks to capture information that is not relevant to the claims or defenses of either Plaintiff or Defendant. The Request is not reasonably limited in time. A seven-year time period is excessive and disproportionate given the nature of Plaintiff's claims, which arise from his brief 18-month long employment with Defendant. Defendant further objects to this Request because it seeks documents that may contain confidential, private, or personnel information of nonparties, disclosure of which would invade those employees' privacy rights. Defendant will not produce such information absent entry of a protective order. Subject to these objections and without waiving the same, Defendant will search for responsive, non-privileged documents limited to the time period Plaintiff was employed with Defendant and produce those materials (if any) upon entry of a mutually agreed protective order.

REQUEST FOR PRODUCTION NO. 6

Any and all non-privileged recordings and documents, including but not limited to texts, instant messages, and emails, to and/or received from Plaintiff which concern or relate in any way to Plaintiff's employment and claims made the basis of this suit.

RESPONSE: Defendant objects to this Request as overbroad and unduly burdensome because it fails to describe the documents sought with reasonable particularity and seeks to capture information that is not relevant to the claims or defenses of either Plaintiff or Defendant. This Request is neither limited in time nor scope. Communications that “concern or relate in any way to Plaintiff’s employment” inevitably includes communications that have no relevant connection to the claims or defenses of either Plaintiff or Defendant. Defendant further objects to this Request because it is vague, ambiguous, and makes Defendant guess as to the scope of the Request. Specifically, Plaintiff does not specify who these communications are between. Subject to these objections and without waiving the same, Defendant will search for responsive, non-privileged documents and produce those materials (if any) in due course.

REQUEST FOR PRODUCTION NO. 7

Any and all non-privileged recordings and documents, including but not limited to texts, instant messages, and emails, to and/or received from Andre Gordon which concern or relate in any way to Plaintiff’s employment and claims made the basis of this suit.

RESPONSE: Defendant objects to this Request as overbroad and unduly burdensome because it fails to describe the documents sought with reasonable particularity and seeks to capture information that is not relevant to the claims or defenses of either Plaintiff or Defendant. This Request is neither limited in time nor scope. Communications that “concern or relate in any way to Plaintiff’s employment” inevitably includes communications that have no relevant connection to the claims or defenses of either Plaintiff or Defendant. Moreover, this Request is necessarily overbroad because there is no time period specified. Defendant further objects to this Request because it is vague, ambiguous, and makes Defendant guess as to the scope of the Request. Specifically, Plaintiff does not specify who these communications are between. Subject to these objections and without waiving the same, Defendant will search for responsive, non-privileged documents and produce those materials(if any) in due course.

REQUEST FOR PRODUCTION NO. 8

Any and all non-privileged recordings and documents, including but not limited to texts, instant messages, and emails, to and/or received from Kendel Repola including but not limited to the Vice President of Operations, the Payroll department, Andre Gordon, Laurence Ashurst and the Plaintiff which concern or relate in any way to Plaintiff’s employment and claims made the basis of this suit.

RESPONSE: Defendant objects to this Request as overbroad and unduly burdensome because it seeks to capture information that is not relevant to the claims or defenses of either Plaintiff or Defendant. This Request is neither limited in time nor scope. Communications that “concern or relate in any way to Plaintiff’s employment” inevitably includes communications that have no relevant connection to the claims or defenses of either Plaintiff or Defendant. Moreover, this Request is necessarily overbroad because there is no time period specified. Subject to these objections and without waiving the same, Defendant will search for responsive, non-privileged documents and produce those materials (if any) in due course.

REQUEST FOR PRODUCTION NO. 9

Any and all non-privileged recordings and documents, including but not limited to texts, instant messages, and emails, to and/or received from DeAndrea Hammond which concern or relate in

any way to Plaintiff's employment and claims made the basis of this suit.

RESPONSE: Defendant objects to this Request as overbroad and unduly burdensome because it seeks to capture information that is not relevant to the claims or defenses of either Plaintiff or Defendant. This Request is neither limited in time nor scope. Communications that "concern or relate in any way to Plaintiff's employment" inevitably includes communications that have no relevant connection to the claims or defenses of either Plaintiff or Defendant. Moreover, this Request is necessarily overbroad because there is no time period specified. Defendant further objects to this Request because it is vague, ambiguous, and makes Defendant guess as to the scope of the Request. Specifically, Plaintiff does not specify who these communications are between. Subject to these objections and without waiving the same, Defendant will search for responsive, non-privileged documents and produce those materials (if any) in due course.

REQUEST FOR PRODUCTION NO. 10

Any and all non-privileged recordings and documents, including but not limited to texts, instant messages, and emails, to and/or received from Laurence Ashurst which concern or relate in any way to Plaintiff's employment and claims made the basis of this suit.

RESPONSE: Defendant objects to this Request as overbroad and unduly burdensome because it seeks to capture information that is not relevant to the claims or defenses of either Plaintiff or Defendant. This Request is neither limited in time nor scope. Communications that "concern or relate in any way to Plaintiff's employment" inevitably includes communications that have no relevant connection to the claims or defenses of either Plaintiff or Defendant. Moreover, this Request is necessarily overbroad because there is no time period specified. Defendant further objects to this Request because it is vague, ambiguous, and makes Defendant guess as to the scope of the Request. Specifically, Plaintiff does not specify who these communications are between. Subject to these objections and without waiving the same, Defendant will search for responsive, non-privileged documents and produce those materials (if any) in due course.

REQUEST FOR PRODUCTION NO. 11

Any and all non-privileged recordings and documents, including but not limited to texts and emails, to and/or received from any of Defendant including Plaintiff's supervisors and managers, its agents, representatives or employees which concern or relate in any way to Plaintiff's employment and claims made the basis of this suit.

RESPONSE: Defendant objects to this Request as overbroad and unduly burdensome because it seeks to capture information that is not relevant to the claims or defenses of either Plaintiff or Defendant. This Request is neither limited in time nor scope. Communications that "concern or relate in any way to Plaintiff's employment" inevitably includes communications that have no relevant connection to the claims or defenses of either Plaintiff or Defendant. Moreover, this Request is necessarily overbroad because there is no time period specified. Defendant further objects to this Request because it is vague, ambiguous, and makes Defendant guess as to the scope of the Request. Specifically, Plaintiff does not specify who these communications are between. Subject to these objections and without waiving the same, Defendant will search for responsive, non-privileged documents and produce those materials (if any) in due course.

REQUEST FOR PRODUCTION NO. 12

All disciplinary and counseling records involving Plaintiff including originals and drafts.

RESPONSE: Defendant has produced materials responsive to this Request contemporaneously with these Responses.

REQUEST FOR PRODUCTION NO. 13

Documents - including originals and drafts - concerning the formation and termination of the employment relationship between Plaintiff and Defendant including documents relied upon to make employment decisions.

RESPONSE: Defendant has produced materials responsive to this Request contemporaneously with these Responses.

REQUEST FOR PRODUCTION NO. 14

Any and all of the following documents relating to the matters made the basis of this lawsuit:

- a) written statements including those of witnesses, the accused, and the plaintiff
- b) notes of interviews including with witnesses, the accused, and the plaintiff
- c) recordings of any and all oral statements and/or interviews including those of witnesses, and the accused, and the plaintiff
- d) transcriptions of any recordings of any and all oral statements and/or interviews including those of witnesses, the accused, and the plaintiff
- e) investigations including disposition
- f) correspondence received from or sent to any person other than Defendant's counsel
- g) documents relating to or evidencing discussions between Plaintiff and Defendant
- h) documents relating to or evidencing discussions between Defendant and any person other than Defendant's counsel
- i) documents received from or sent to any person other than Defendant's counsel.

RESPONSE: Defendant objects to this Request because it is vague, ambiguous, and makes Defendant guess as to the scope of the Request. Specifically, "relating to the matters made the basis of the this lawsuit" is poorly worded and non-specific. Subject to these objections and without waiving the same, Defendant will search for responsive, non-privileged documents (if any) and produce those materials in due course.

REQUEST FOR PRODUCTION NO. 15

Any and all documents and recordings which support, evidence, relate to, or otherwise reflect any and all claims or complaints made by Plaintiff - whether made internally or externally, orally or in writing - against Defendant and/or its employees including but not limited to those involving race discrimination, differential treatment, pay, truck concerns, and disciplinary actions including: (i) all responses including investigations undertaken as a result of such including dispositions and discipline, (ii) the individuals involved in the investigation including but not limited to witnesses, investigators, persons receiving the initial complaint and all communicated with as a result, and (iii) dates of each such action (i.e., when the complaint was received, when it was investigated from start to end, when witnesses were interviewed, etc.).

RESPONSE: Defendant objects to this Request as duplicative of Request Nos. 3, 6, 14. Defendant objects to this Request because “any and all documents” related to “any and all claims and complaints made by Plaintiff” seeks information protected by attorney-client and attorney-work product privileges. Subject to these objections and without waiving the same, Defendant will search for responsive, non-privileged documents and produce those materials (if any) in due course.

REQUEST FOR PRODUCTION NO. 16

The personnel and/or unofficial file of Plaintiff, in any form, maintained by the defendant, supervisors, or human resources involving positions held, promotions held, resumes, job and other applications, performance, discipline, evaluations, pay and benefits (e.g., retirement plan benefits, fringe benefits, employee benefit summary plan descriptions and summaries of compensation), conduct, awards, bonuses, and separation.

RESPONSE: Defendant will search for responsive, non-privileged documents and produce those materials (if any) in due course.

REQUEST FOR PRODUCTION NO. 17

Any and all documents not included in the personnel files of Plaintiff which support, evidence, relate or otherwise pertain to his employment with Defendant including, but not limited to, documents relating to or reflecting job performance, attendance, awards, pay and benefits (e.g., retirement plan benefits, fringe benefits, employee benefit summary plan descriptions and summaries of compensation), bonuses, discipline, and/or Plaintiff’s separation from Defendant.

RESPONSE: Defendant objects to this Request as duplicative of Request Nos. 6, 12, 13. Defendant further objects to this Request because “documents not included in the personnel and/or unofficial file of Plaintiff” may contain information protected by attorney-client and attorney-work product privileges, as well as documents that are not reasonably calculated to lead to admissible evidence. As written, documents not included in Plaintiff’s personnel file arguably includes every document or communication in Defendant’s possession, without any time or scope limitation. Subject to these objections and without waiving the same, Defendant will search for responsive, non-privileged documents and produce those materials (if any) in due course.

REQUEST FOR PRODUCTION NO. 18

Any and all documents which reflect or set forth the job duties and responsibilities of Plaintiff during his employment with Defendant.

RESPONSE: Defendant will search for responsive, non-privileged documents and produce those materials (if any) in due course.

REQUEST FOR PRODUCTION NO. 19

All correspondence received or sent by Defendant related to Plaintiff’s unemployment benefits including such involving Texas Workforce Commission.

RESPONSE: Defendant will search for responsive, non-privileged documents and produce those materials (if any) in due course.

REQUEST FOR PRODUCTION NO. 20

Any and all documents submitted to and/or received from the EEOC and its state equivalent which concern or relate in any way to Plaintiff's Charge of Discrimination filed with said agency including the initial communications with said agencies.

RESPONSE: Defendant has produced materials responsive to this Request contemporaneously with these Responses.

REQUEST FOR PRODUCTION NO. 21

All documents and recordings which relate or pertain to the factual basis for any defense, including, without limitation, any affirmative defense, counterclaims, you assert in this civil action including any other documents and recordings describing the reasons for the adverse action.

RESPONSE: Defendant objects to this Request to the extent it seeks Defendant to identify, organize, and marshal all of the evidence it may rely upon at trial. Thus, this Request is overly broad, unduly burdensome, and premature. Defendant further objects that this request fails to describe the documents sought with reasonable particularity. As written, the request is tantamount to a request for all documents relevant to this case, which is improper. Subject to these objections and without waiving the same, Defendant will search for responsive, non-privileged documents and produce those materials (if any) in due course.

REQUEST FOR PRODUCTION NO. 22

Any documents you have subpoenaed from any third party during or in connection with this lawsuit.

RESPONSE: None at this time.

REQUEST FOR PRODUCTION NO. 23

Any and all notes made by, for, or at the direction of any expert or provided to any expert by anyone (including consulting experts) in connection with this litigation.

RESPONSE: Defendant objects to the extent this Request seeks documents prepared by or provided to consulting experts. Under Fed. R. Civ. P. 26(b)(4)(D), the facts known and opinions held by consulting experts who are not expected to testify at trial are not discoverable, absent a showing of exceptional circumstances not present here. Defendant further objects because the Request seeks documents reflecting the mental impressions, conclusions, opinions, or legal theories of counsel. Such materials are protected attorney work product under Fed. R. Civ. P. 26(b)(3)(A)-(B) and are not discoverable. To the extent the Request seeks materials related to testifying experts, discovery is governed by Fed. R. Civ. P. 26(a)(2) and 26(b)(4). While certain facts, data, and assumptions considered by testifying experts are discoverable, the Rules expressly protect drafts of expert reports and most communications between counsel and testifying experts. *See* Fed. R. Civ. P. 26(b)(4)(B)-(C). This Request, seeking "any and all notes," is overbroad and exceeds the scope permitted by the Rules. Subject to and without waiving these objections, Defendant will produce non-privileged materials discoverable under Fed. R. Civ. P. 26(a)(2)(B)-(C) that were considered by any testifying expert and that are required to be disclosed at the time and in the manner set forth by the Rules or by order of the Court.

REQUEST FOR PRODUCTION NO. 24

Any and all documents or treatises that any expert has relied upon in forming his/her opinions in this lawsuit.

RESPONSE: Defendant objects to this Request to the extent it is overly broad and seeks “any and all documents or treatises” without regard to whether such materials were actually considered by a testifying expert in forming his or her opinions in this matter. Discovery of expert materials is limited by Fed. R. Civ. P. 26(a)(2) and 26(b)(4). Defendant further objects to the extent the Request seeks documents provided to or considered by consulting experts not expected to testify at trial, as such information is not discoverable absent a showing of exceptional circumstances. *See* Fed. R. Civ. P. 26(b)(4)(D). Defendant also objects to the extent this Request seeks production of materials that are subject to the attorney–client privilege or the attorney work product doctrine, including but not limited to communications between Defendant’s counsel and testifying experts, except as otherwise provided in Fed. R. Civ. P. 26(b)(4)(C). Subject to and without waiving these objections, Defendant will produce non-privileged reliance materials considered by any testifying expert in forming his or her opinions in this case, as required by Fed. R. Civ. P. 26(a)(2)(B)(ii), at the time and in the manner prescribed by the Federal Rules of Civil Procedure or by order of the Court.

REQUEST FOR PRODUCTION NO. 25

Any and all contractual indemnity agreements under which Defendant’s insurance carriers might be liable to satisfy part or all of a judgment for Plaintiff which may be entered in this action or to indemnify or reimburse for payments made to satisfy a judgment for Plaintiff as may be entered in this action, including the name of the insurance carrier, the type of insurance, and the period of coverage.

RESPONSE: As stated in Defendant’s Rule 26a disclosures, Defendant is not aware of any insurance agreement under which an insurance business may be liable to satisfy all or part of a possible judgment in the action or to indemnify or reimburse payments made to satisfy a judgment. As such, Defendant does not have any materials responsive to this Request.

REQUEST FOR PRODUCTION NO. 26

All documents, including but not limited to “time sheets,” bills, invoices, and/or receipts, that support your claim for reasonable attorney’s fees, costs, and expenses in this case.

RESPONSE: Defendant objects to the extent this Request seeks documents protected by the attorney–client privilege or the attorney work product doctrine, including communications regarding legal strategy, mental impressions, or case assessments that may be reflected in time entries or invoices. Subject to and without waiving these objections, Defendant states that it will submit the necessary materials to support any claim for attorney’s fees, costs, or expenses at the appropriate time, if Defendant is the prevailing party and entitled to such relief.

REQUEST FOR PRODUCTION NO. 27

Any and all documents, including photographs, video and/or audio recordings that any consultant/expert has reviewed with respect to his/her retention as a consultant/expert in this lawsuit.

RESPONSE: Defendant objects to the extent this Request seeks documents reviewed by consulting experts who are not expected to testify at trial. Under Fed. R. Civ. P. 26(b)(4)(D), the facts known or opinions held by consulting experts are not discoverable absent exceptional circumstances, which Plaintiff has not shown. Defendant objects that this request is overly broad and exceeds the permissible scope of expert discovery. Fed. R. Civ. P. 26(a)(2)(B)(ii) requires disclosure of the “facts or data considered” by a testifying expert in forming opinions, but not every document ever “reviewed” in connection with an expert’s retention. The Request, by seeking “any and all documents” reviewed, improperly encompasses materials not relied upon or considered in forming expert opinions. Defendant further objects to the extent this Request seeks materials reflecting counsel’s mental impressions, case strategy, or communications with experts. Such materials are protected under Fed. R. Civ. P. 26(b)(3)-(4)(C), which expressly safeguards draft reports and most attorney-expert communications. Subject to and without waiving these objections, Defendant will produce non-privileged “facts or data considered” by any testifying expert in forming opinions in this case, to the extent required by Fed. R. Civ. P. 26(a)(2)(B)(ii) and 26(b)(4), at the time and in the manner set forth by the Federal Rules of Civil Procedure or by order of the Court.

REQUEST FOR PRODUCTION NO. 28

From January 1, 2018 to present, all documents, recordings, videos, photographs, correspondence, or tangible things that evidence anti-discrimination and harassment training and policies communicated to Plaintiff, Andre Gordon, and Laurence Ashurst including documents showing their attendance or participation in such.

RESPONSE: Defendant objects that the Request is overly broad and not reasonably limited in time. A seven-year time period is excessive and disproportionate given the nature of Plaintiff’s claims, which arise from his brief 18-month long employment with Defendant. Defendant will search for responsive, non-privileged documents limited to the time period Plaintiff was employed with Defendant and produce those materials (if any) in due course.

REQUEST FOR PRODUCTION NO. 29

Produce a list of all documents, communications, or things which Defendant is withholding from disclosure or discovery pursuant to a claim of privilege or a claim of protection of trial preparation materials.

RESPONSE: Defendant objects that the Request, by seeking “a list of all documents, communications, or things” withheld, is overbroad and unduly burdensome to the extent it demands identification beyond what is required by Rule 26(b)(5)(A). The Rule does not require a party to catalog every privileged or protected document in discovery responses beyond what is reasonably necessary to assess the claim of privilege. Defendant objects to the extent the Request seeks disclosure of information that would itself reveal attorney-client communications, mental impressions, or trial strategy, which are protected by the attorney-client privilege and/or attorney work product doctrine. Subject to and without waiving these objections, Defendant will provide a privilege log identifying withheld materials (if any) in accordance with Fed. R. Civ. P. 26(b)(5)(A) and any scheduling or protective order entered by the Court.

REQUEST FOR PRODUCTION NO. 30

All contracts for legal services between you and your counsel in this case.

RESPONSE: Defendant objects that this Request is not relevant to any party's claim or defense and is not proportional to the needs of the case under Fed. R. Civ. P. 26(b)(1). The terms of Defendant's engagement with counsel do not bear on liability, damages, or any other issue properly before the Court at this stage. Defendant objects to the extent the Request seeks documents containing privileged attorney-client communications. Engagement agreements may reflect confidential communications regarding the scope of representation, case strategy, or advice, and are therefore protected. Defendant further objects to the extent the Request seeks documents containing counsel's mental impressions, assessments, or strategic considerations, which are protected under the work product doctrine pursuant to Fed. R. Civ. P. 26(b)(3). Subject to and without waiving these objections, Defendant will not produce documents responsive to this Request.

REQUEST FOR PRODUCTION NO. 31

All contracts or agreements between any expert and any other party or organization concerning any expert's availability to review claims or litigation as an expert in connection with this litigation.

RESPONSE: Defendant objects that this Request exceeds the scope of permissible expert discovery under Fed. R. Civ. P. 26(a)(2) and 26(b)(4). Those rules limit expert discovery to disclosures of the expert's report, qualifications, prior testimony, and compensation. The Rules do not require production of engagement contracts or related agreements, and courts routinely hold that such contracts are not discoverable. Defendant objects under Fed. R. Civ. P. 26(b)(1) because the Request is not relevant to any party's claims or defenses and is not proportional to the needs of the case. An expert's retention agreement has no bearing on liability or damages. Defendant objects to the extent the Request seeks documents reflecting communications between Defendant's counsel and its experts regarding the scope of engagement, assignments, or strategy. Such information is protected by the attorney-client privilege and work product doctrine, as recognized in Fed. R. Civ. P. 26(b)(3) and 26(b)(4)(C). Subject to and without waiving these objections, Defendant will disclose, as required by Fed. R. Civ. P. 26(a)(2)(B)(vi), the compensation to be paid for the study and testimony of any testifying expert in this case, at the time and in the manner prescribed by the Rules or by order of the Court. Defendant will not produce documents responsive to this Request.

REQUEST FOR PRODUCTION NO. 32

All documents reflecting your document retention policies on employment records including emails.

RESPONSE: Defendant objects that the Request is overly broad to the extent it seeks "all documents" concerning document retention policies without limitation in time or scope. The Request would encompass cumulative or irrelevant materials, drafts, or unrelated corporate records beyond the issues in dispute. Defendant objects to the extent the Request seeks internal communications about retention policies that reflect legal advice or counsel's mental impressions, which are protected by the attorney-client privilege and/or work product doctrine. Subject to these objections and without waiving the same, Defendant will search for responsive, non-privileged documents limited to the time period Plaintiff was employed with Defendant and produce those materials in due course.

REQUEST FOR PRODUCTION NO. 33

Any and all communications between defendant's counsel and plaintiff's former attorneys before Katrina Patrick of the Law Offices of Katrina Patrick.

RESPONSE: None in Defendant's possession custody or control. Defendant's counsel is not a party to this lawsuit and is not required to produce documents in response to a discovery requests. To the extent Plaintiff seeks communications from his former lawyers, those records are in Plaintiff's possession, custody and control.

REQUEST FOR PRODUCTION NO. 34

The job descriptions, disciplinary history, and separation documents of:

1. Andre Gordon
2. Laurence Ashurst
3. Kendel Repola
4. Dulce Lizarraga
5. Ciara Wascher
6. Brian Haskins
7. Laura Saldana Rodriquez
8. Stephen Todd
9. Ashley Day
10. Bennie Lewis

RESPONSE: Defendant objects because the Request is overly broad and seeks documents concerning numerous individuals who have no relation to the claims or defenses in this case. Except for Andre Gordon, Laurence Ashurst, and Laura Saldana Rodriguez the listed individuals are not alleged decision-makers, comparators, or otherwise involved in the facts at issue. As to those individuals, their job descriptions, disciplinary records, and separation documents are not relevant and not proportional to the needs of the case under Fed. R. Civ. P. 26(b)(1). Moreover, Defendant objects to the extent the Request is not limited in time and would require production of historical personnel records unrelated to the events in dispute. Defendant further objects that the Request seeks sensitive personnel information (including disciplinary and separation records) of non-parties who have no connection to this case. Producing such documents would unnecessarily invade the privacy rights of current and former employees. Subject to and without waiving these objections, Defendant will produce non-privileged, relevant, and proportional documents, if any, responsive to this Request only with respect to Andre Gordon and Laurence Ashurst, to the extent such documents exist and are relevant to the claims or defenses in this case. Defendant will not produce personnel records for the other listed individuals, as they are not relevant to this action and disclosure would improperly invade their privacy.

REQUEST FOR PRODUCTION NO. 35

The table of contents and index of any employee handbook, code of conduct, or policies and procedures manual in effect during Plaintiff's tenure.

RESPONSE: Defendant objects that the Request is overly broad to the extent it seeks tables of contents or indexes from any handbook, code of conduct, or manual, regardless of subject matter. Many corporate policies and manuals are unrelated to Plaintiff's employment or the claims and

defenses in this case (e.g., policies on unrelated departments, technical operations, or administrative processes). Subject to these objections and without waiving the same, Defendant will search for responsive, non-privileged documents and produce those materials (if any) in due course.

REQUEST FOR PRODUCTION NO. 36

Documents and recordings evidencing i) the legitimate, nondiscriminatory reason(s) for disciplining and terminating Plaintiff, ii) the respective roles of all decision makers involved and persons consulted in disciplining and terminating Plaintiff, and iii) disciplinary and termination records of all employees in Plaintiff's work region from January 1, 2020 to December 31, 2024 who were disciplined and terminated for the same or similar reasons including their race and the decision makers involved in such employment action.

RESPONSE: Defendant objects that the Request is overly broad and unduly burdensome. Subparts (ii) and (iii) seek "all disciplinary and termination records" of other employees across Plaintiff's "work region" for a *five-year period*, without reasonable limitation to decision-makers, departments, or circumstances relevant to Plaintiff's claims. Defendant objects under Fed. R. Civ. P. 26(b)(1) because the Request, as written, is not proportional to the needs of the case. Information about employees outside of Plaintiff's position, department, decision-makers, or circumstances is not relevant to Plaintiff's claims or Defendant's defenses. Defendant objects because the Request seeks sensitive and private personnel information of non-parties, including disciplinary and termination records, and demographic information (race). Producing such documents would invade employee privacy and confidentiality. Defendant objects to the extent the Request seeks privileged attorney-client communications or documents reflecting attorney work product, such as legal advice provided in connection with personnel decisions. Subject to and without waiving these objections, Defendant will produce non-privileged documents sufficient to show (i) the legitimate, nondiscriminatory reasons for Plaintiff's discipline and termination, and (ii) the identities and roles of the decision-makers directly involved in Plaintiff's disciplinary and termination decisions. Defendant further states that it will not produce the complete disciplinary and termination records of all other employees in Plaintiff's "work region" but, to the extent required by Rule 26 and any Court order, Defendant will produce non-privileged, relevant, and proportional documents sufficient to show disciplinary and termination actions of similarly situated employees, if any, limited to the same decision-makers and same or similar circumstances as Plaintiff, subject to an appropriate protective order.

REQUEST FOR PRODUCTION NO. 37

Documents and recordings evidencing any and all concerns or complaints made against Plaintiff including but not limited to those related to attendance and vehicular accidents setting forth as to each: (i) all responses including investigation undertaken as a result of such a complaint including the final disposition and whether anyone was disciplined thereof, (ii) the individuals involved in the investigation including but not limited to witnesses, investigators, and persons receiving the initial complaint, and (iii) dates of each such action.

RESPONSE: Defendant objects that the Request is overly broad to the extent it seeks "any and all concerns or complaints" made against Plaintiff, regardless of subject matter, time frame, or relevance. Defendant objects to the extent this Request seeks documents reflecting privileged attorney-client communications or attorney work product, including legal advice or mental

impressions provided during or after internal investigations. Subject to these objections and without waiving the same, Defendant will search for responsive, non-privileged documents and produce those materials (if any) in due course.

REQUEST FOR PRODUCTION NO. 38

Documents and recordings evidencing all benefits sponsored or provided by Defendant in which Plaintiff participated or was eligible to participate, such as health insurance plan, life insurance plan, stock option plan, incentive pay plan, bonus plan, retirement plan, deferred income plan, education benefits, or any other benefit plan in which Plaintiff participated or in which Plaintiff was eligible to participate and the value of such benefit and how that value was computed.

RESPONSE: Defendant objects that the Request is overly broad to the extent it seeks “all benefits” or “any other benefit plan” sponsored or provided by Defendant, whether or not Plaintiff actually participated, whether or not relevant to the claims or defenses in this case, and regardless of time period. Subject to these objections and without waiving the same, Defendant will search for responsive, non-privileged documents and produce those materials (if any) in due course.

REQUEST FOR PRODUCTION NO. 39

From January 1, 2018 to present and as to all employees who either i) held Plaintiff’s job title in his work region, or ii) was supervised by the same person(s) as Plaintiff during the life of his employment, or iii) whose employment was determined by the same person(s) as Plaintiff, the documents and recording that evidence the following: (i) their race including from EEO-1 reports or from hiring documents, (ii) whether they engaged in protected activity, (iii) their disciplinary history including all decision makers, and (iv) why and when they separated from Defendant including all decision makers.

RESPONSE: Defendant objects because the Request is overly broad in time, scope, and subject matter. It seeks “all employees” in broad categories across multiple years and requests “all documents and recordings” concerning race, protected activity, disciplinary history, and separation. The Request would encompass voluminous personnel records far beyond what is reasonably necessary for this case. Defendant objects because the Request seeks sensitive personnel information of non-parties, including private information relating to race, discipline, and separation. Producing such information would unduly invade the privacy of current and former employees. Defendant objects to the extent the Request seeks privileged or protected materials, such as legal advice or work product created in connection with disciplinary or separation decisions. Subject to and without waiving these objections, Defendant’s investigation into similarly situated employees is ongoing. Further, Defendant will produce non-privileged, relevant, and proportional documents sufficient to show disciplinary and termination decisions for employees similarly situated to Plaintiff (i.e., those with the same job title and same decision makers, and who were disciplined or separated for the same or similar reasons as Plaintiff), during the relevant period, subject to an appropriate protective order.

REQUEST FOR PRODUCTION NO. 40

Documents and recordings evidencing the following - from January 1, 2020 to December 31, 2024 - as to all employees as defined above Section A, (m) on page 4 who missed any portion of their shifts or hitch or who were a “no call, no show” that was not pre-approved by Defendant, their:

- a) reasons asserted by the employee for missing their shift or hitch or for being a “no call, no show” and the dates missed, and
- b) disciplinary actions up to and including termination.

RESPONSE: Defendant objects because the Request is overly broad in scope and time. It seeks “all employees” meeting the definition in Section A(m), across a four-year period, and requires production of “all documents and recordings” relating to attendance, excuses, and discipline. This would encompass voluminous and individualized personnel records unrelated to Plaintiff’s claims. Defendant objects because the Request seeks highly sensitive personnel records of non-parties, including medical, disciplinary, and attendance-related information. Disclosure of such materials would unduly invade the privacy of current and former employees. Defendant objects to the extent the Request seeks documents reflecting privileged legal advice or attorney work product in connection with disciplinary decisions. Subject to and without waiving these objections, Defendant’s investigation into similarly situated employees is ongoing. Defendant will produce non-privileged, relevant, and proportional documents sufficient to show disciplinary actions for similarly situated employees (i.e., those supervised by the same decision makers and subject to the same attendance policies as Plaintiff) who were disciplined or terminated for no-call/no-show or unexcused absences during the relevant period, subject to an appropriate protective order.

REQUEST FOR PRODUCTION NO. 41

Documents and recordings evidencing the following - from January 1, 2020 to December 31, 2024 - as to all employees as defined above Section A, (m) on page 4 who were assigned work vehicles setting forth as to each:

- a) reasons and dates of assignment of vehicles during the entirety of Plaintiff’s tenure,
- b) decision makers involved in the assignment of said vehicle,
- c) make, model and year of said assigned vehicle,
- d) whether they had an accident or incident in any of Defendant’s vehicles and who was at fault,
- e) inspection reports no greater than 2 months prior to date of assignment,
- f) damages to said vehicles, if there was an accident, and
- g) whether disciplined, if there was an accident.

RESPONSE: Defendant objects that the Request is overly broad in time, scope, and subject matter. It seeks “all employees” meeting a broad definition across a four-year period, and requires production of virtually every document relating to vehicle assignments, accidents, inspections, damages, and discipline. The breadth of this Request makes it unduly burdensome and disproportionate. Subject to and without waiving these objections, Defendant will produce non-privileged, relevant, and proportional documents sufficient to show whether similarly situated employees (i.e., those with the same job title, supervised by the same decision makers and subject to the same policies as Plaintiff) who were involved in work vehicle accidents or incidents during the relevant period were disciplined or not disciplined, subject to an appropriate protective order.

REQUEST FOR PRODUCTION NO. 42

Any and all non-privileged recordings and documents, including but not limited to texts, instant messages, and emails regarding work shifts, hitches, and assignments to, from and involving Plaintiff including but not limited to that in North Dakota around May of 2023, that resulting in a

September 9, 2023 write up, and that to start on September 15, 2023.

RESPONSE: Defendant objects that the Request, by seeking “any and all” recordings, texts, instant messages, and emails “regarding work shifts, hitches, and assignments,” is overly broad and unduly burdensome. Without limitation, the Request could encompass routine scheduling communications and immaterial day-to-day correspondence unrelated to the claims or defenses in this case. Subject to these objections and without waiving the same, Defendant will search for responsive, non-privileged documents related to Plaintiff’s assignment and produce those materials in due course.

REQUEST FOR PRODUCTION NO. 43

Any and all non-privileged recordings and documents, including but not limited to texts, instant messages, and emails which evidence or support your statement to the EEOC: “In our response to the Spielberg Law Group we made every effort to address Mr. St. Juliens (sic) claims and concerns similar to those in the Charge of Discrimination including his claim that he was discriminated against, he was not given work assignments, and he was given an incident report for an accident he was in a month prior.”

RESPONSE: Defendant will search for responsive, non-privileged documents and produce those materials (if any) in due course.

REQUEST FOR PRODUCTION NO. 44

Any and all non-privileged recordings and documents, including but not limited to texts, instant messages, and emails which evidence or support your statement to the EEOC: “On May 15, 2023, Mr. St. Julien told Kendel Repola in Human Resources that he had some racial discrimination concerns. Ms. Repola communicated to Mr. St. Julien that the company takes racial discrimination claims seriously and that we would need to know some specifics in order to investigate. Mr. St. Julien made no mention of any specific employee or incident or slurs where he felt discriminated against in his conversations with Ms. Repola. Mr. St. Julien could provide no names at the time of the conversation. Mr. St. Julien also claimed that he was discriminated against when he was given a dirty company truck to drive that was in poor condition. He claimed that other Caucasian employees were provided trucks in better condition. After speaking to the VP in Operations, employees are assigned whatever truck is available at the time. Mr. St. Julien also claimed he was not paid the same as other employees. Ms. Repola, working with the Payroll Department confirmed that Mr. St. Julien was being paid correctly and in line with his offer letter and federal and local laws.”

RESPONSE: Defendant will search for responsive, non-privileged documents and produce those materials (if any) in due course.

REQUEST FOR PRODUCTION NO. 45

Any and all non-privileged recordings and documents, including but not limited to texts, instant messages, and emails which evidence or support your statement to the EEOC: “Mr. St. Julien states that he was emailed and informed there was no work for him. On May 16, 2023, the Operations Coordinator, DeAndrea Hammond (who is Black or African American), sent an email out to 20 employees stating that there were no shifts available at the time to assign to them. Unfortunately,

Mr. St. Julien was on this list. The company's business has been slower the past several months and sometime shifts are not available for all employees. As of June 18, 2023, Mr. St. Julien had been working on a site."

RESPONSE: Defendant will search for responsive, non-privileged documents and produce those materials (if any) in due course.

REQUEST FOR PRODUCTION NO. 46

Any and all non-privileged recordings and documents, including but not limited to texts, instant messages, and emails which evidence or support your statement to the EEOC: "On May 17, 2023, Ms. Repola notified Mr. St. Julien that she had just found out that he was involved in an incident with the company truck. She mentioned to him that we would have to provide him with a warning to be consistent in our administration of our Employment and Vehicle Acknowledgement Policy 128 attached. This policy states **"If any damage is caused to a Company vehicle or any Energera equipment due to neglect or misconduct, the Company reserves the right to take disciplinary action against the employee. The employee will be responsible for up to \$1,500.00 of damage deemed their fault or where any damage occurs during off hours during personal use not approved by a supervisor or manager. No matter how minimal the damage or accident, an Incident Report must be filled out at all times."** Mr. St. Julien rear-ended a vehicle on April 26, 2023, and caused extensive damage to the company vehicle. It was unclear if Mr. St. Julien was at fault in the accident, so we did not charge him the \$1500."

RESPONSE: Defendant will search for responsive, non-privileged documents and produce those materials (if any) in due course.

REQUEST FOR PRODUCTION NO. 47

Any and all non-privileged recordings and documents, including but not limited to texts, instant messages, and emails which evidence or support your statement to the EEOC: "Our position and the decision to release Mr. St. Julien was due to repeated attendance issues."

RESPONSE: Defendant will search for responsive, non-privileged documents and produce those materials (if any) in due course.

REQUEST FOR PRODUCTION NO. 48

Any and all non-privileged recordings and documents, including but not limited to texts, instant messages, and emails which evidence or support your statement to the EEOC: "On May 6, 2023, Mr. St. Julien contacted the HR department via email with concerns of poor lodging, unsafe work practices, racial discrimination, unfair pay, and expressed his dislike of working in North Dakota. That same day he left his scheduled shift without approval and went home; he missed the last 8 days of his shift in North Dakota. Please see email attached dated May 8, 2023 "Shift Replacement."

RESPONSE: Defendant will search for responsive, non-privileged documents and produce those materials (if any) in due course.

REQUEST FOR PRODUCTION NO. 49

Any and all non-privileged recordings and documents, including but not limited to texts, instant messages, and emails which evidence or support your statement to the EEOC: “On September 7, 2023 Mr. St. Julien was given a written warning for not showing up for a hitch that was 20 days. Please see email attached dated September 15, 2023 and written warning attached “attendance violation.”

RESPONSE: Defendant will search for responsive, non-privileged documents and produce those materials (if any) in due course.

REQUEST FOR PRODUCTION NO. 50

Any and all non-privileged recordings and documents, including but not limited to texts, instant messages, and emails which evidence or support your statement to the EEOC: “Mr. St. Julien was sent another email on September 6, 2023 assigning him to a shift starting September 15, 2023. Mr. St. Julien did not communicate with the operations coordinators or anyone at Energera about this shift assignment and was a “no call, no show” missing another 20-day shift. Please see email attached dated September 6, 2023 “New Site: Shift Change - September 15 - BNK - Barnes 8-1H.””

RESPONSE: Defendant will search for responsive, non-privileged documents and produce those materials (if any) in due course.

REQUEST FOR PRODUCTION NO. 51

Any and all non-privileged recordings and documents, including but not limited to texts, instant messages, and emails which evidence or support your statement to the EEOC: “Energera did not receive, and was not aware of, the EEOC Claim of Discrimination until we received an email from Ms. Christina Hernandez on October 23, 2023. Please see email attached.”

RESPONSE: Defendant objects to the extent this Request asks Defendant to prove a negative – that it did not receive notice prior to the email. Subject to the foregoing objection, Defendant will search for responsive, non-privileged documents and produce those materials (if any) in due course.

REQUEST FOR PRODUCTION NO. 52

Any and all non-privileged recordings and documents, including but not limited to texts, instant messages, and emails, to and/or received from Dulce Lizarraga which concern or relate in any way to Plaintiff’s employment and claims made the basis of this suit.

RESPONSE: Defendant objects that the Request is overly broad because it seeks “any and all” communications in “any way” relating to Plaintiff’s employment or claims. Without limitation, the Request would encompass cumulative, immaterial, or duplicative communications and impose an undue burden by requiring review and production of voluminous records. Defendant further objects to this request to the extent it includes work product or attorney-client privileged communications. Defendant further objects that this Request fails to describe the documents sought with reasonable particularity. Subject to these objections and without waiving the same, Defendant will search for responsive, non-privileged documents and produce those materials (if any) in due course.

REQUEST FOR PRODUCTION NO. 53

Any and all non-privileged recordings and documents, including but not limited to texts, instant messages, and emails, to and/or received from Ciara Wescher which concern or relate in any way to Plaintiff's employment and claims made the basis of this suit.

RESPONSE: Defendant objects that the Request is overly broad because it seeks "any and all" communications in "any way" relating to Plaintiff's employment or claims. Without limitation, the Request would encompass cumulative, immaterial, or duplicative communications and impose an undue burden by requiring review and production of voluminous records. Defendant further objects that this Request fails to describe the documents sought with reasonable particularity. Subject to these objections and without waiving the same, Defendant will search for responsive, non-privileged documents and produce those materials (if any) in due course.

REQUEST FOR PRODUCTION NO. 54

Any and all non-privileged recordings and documents, including but not limited to texts, instant messages, and emails, to and/or received from Brian Haskins which concern or relate in any way to Plaintiff's employment and claims made the basis of this suit.

RESPONSE: Defendant objects that the Request is overly broad because it seeks "any and all" communications in "any way" relating to Plaintiff's employment or claims. Without limitation, the Request would encompass cumulative, immaterial, or duplicative communications and impose an undue burden by requiring review and production of voluminous records. Defendant further objects that this Request fails to describe the documents sought with reasonable particularity. Subject to these objections and without waiving the same, Defendant will search for responsive, non-privileged documents and produce those materials (if any) in due course.

REQUEST FOR PRODUCTION NO. 55

Any and all non-privileged recordings and documents, including but not limited to texts, instant messages, and emails, to and/or received from James Garcia which concern or relate in any way to Plaintiff's employment and claims made the basis of this suit.

RESPONSE: Defendant objects that the Request is overly broad because it seeks "any and all" communications in "any way" relating to Plaintiff's employment or claims. Without limitation, the Request would encompass cumulative, immaterial, or duplicative communications and impose an undue burden by requiring review and production of voluminous records. Defendant further objects that this Request fails to describe the documents sought with reasonable particularity. Subject to these objections and without waiving the same, Defendant will search for responsive, non-privileged documents and produce those materials (if any) in due course.

REQUEST FOR PRODUCTION NO. 56

Any and all non-privileged recordings and documents, including but not limited to texts, instant messages, and emails, to and/or received from Stephen Todd which concern or relate in any way to Plaintiff's employment and claims made the basis of this suit.

RESPONSE: Defendant objects that the Request is overly broad because it seeks "any and all"

communications in “any way” relating to Plaintiff’s employment or claims. Without limitation, the Request would encompass cumulative, immaterial, or duplicative communications and impose an undue burden by requiring review and production of voluminous records. Defendant further objects that this Request fails to describe the documents sought with reasonable particularity. Subject to these objections and without waiving the same, Defendant will search for responsive, non-privileged documents and produce those materials (if any) in due course.

REQUEST FOR PRODUCTION NO. 57

Any and all non-privileged recordings and documents, including but not limited to texts, instant messages, and emails, to and/or received from Laura Saldana Rodriquez which concern or relate in any way to Plaintiff’s employment and claims made the basis of this suit.

RESPONSE: Defendant objects that the Request is overly broad because it seeks “any and all” communications in “any way” relating to Plaintiff’s employment or claims. Without limitation, the Request would encompass cumulative, immaterial, or duplicative communications and impose an undue burden by requiring review and production of voluminous records. Defendant further objects that this Request fails to describe the documents sought with reasonable particularity. Subject to these objections and without waiving the same, Defendant will search for responsive, non-privileged documents and produce those materials (if any) in due course.

REQUEST FOR PRODUCTION NO. 58

Any and all non-privileged recordings and documents, including but not limited to texts, instant messages, and emails, to and/or received from Ashley Day which concern or relate in any way to Plaintiff’s employment and claims made the basis of this suit.

RESPONSE: Defendant objects that the Request is overly broad because it seeks “any and all” communications in “any way” relating to Plaintiff’s employment or claims. Without limitation, the Request would encompass cumulative, immaterial, or duplicative communications and impose an undue burden by requiring review and production of voluminous records. Defendant further objects that this Request fails to describe the documents sought with reasonable particularity. Subject to these objections and without waiving the same, Defendant will search for responsive, non-privileged documents and produce those materials (if any) in due course.

REQUEST FOR PRODUCTION NO. 58

Documents and recordings evidencing communications with employees as defined above Section A, (m) on page 4 that were no shifts available from January 1, 2023 to September 30, 2023 in response to Interrogatory 11 above.

RESPONSE: Defendant objects that the Request is overly broad because it seeks “documents and recordings evidencing communications with employees” concerning shift availability for a nine-month period, without limitation to Plaintiff, relevant decision makers, or departments. The Request would require Defendant to search through potentially voluminous routine scheduling communications that have no bearing on the issues in this case. Defendant objects because the Request is duplicative of Interrogatory No. 11. Defendant will respond to the interrogatory with the information required under the Rules. To the extent this Request seeks to compel all underlying communications, it exceeds what is necessary to answer that interrogatory. Subject to these objections and without waiving the same, Defendant will search for responsive, non-privileged

documents related to Plaintiff and produce those materials (if any) in due course.

REQUEST FOR PRODUCTION NO. 59

If you contend that Plaintiff's attendance record at work was less than satisfactory, please produce any and all documents that relate or pertain to such a contention.

RESPONSE: Defendant objects that the Request is vague and ambiguous. The phrase "less than satisfactory" is subjective and undefined, making it unclear what documents are being sought. Defendant objects that the Request is overly broad to the extent it seeks "any and all" documents relating to Plaintiff's attendance. Without limitation, the Request could encompass cumulative or immaterial scheduling and attendance records that are not reasonably tailored to the claims or defenses in this case. Subject to these objections and without waiving the same, Defendant will search for responsive, non-privileged documents and produce those materials (if any) in due course.

REQUEST FOR PRODUCTION NO. 60

If you contend that Plaintiff's attendance record at work was less than satisfactory, please produce any and all documents that relate or pertain to the attendance records of each employee as defined above Section A, (m) on page 4 from January 1, 2020 to December 31, 2024.

RESPONSE: Defendant objects that the Request is vague and ambiguous. The phrase "less than satisfactory" is subjective and undefined, making it unclear what documents are being sought. Defendant objects that the Request is overly broad in time, scope, and subject matter. It seeks "any and all" attendance records for all employees within a broad category across a four-year period, which would encompass voluminous and highly individualized personnel data unrelated to Plaintiff's claims. Defendant objects because the Request seeks highly sensitive personnel information of non-parties, including attendance records, which would unduly invade the privacy of current and former employees. Subject to and without waiving these objections, Defendant will produce non-privileged, relevant, and proportional documents sufficient to show Plaintiff's attendance record and, to the extent required by Rule 26 and any Court order, will produce non-privileged documents sufficient to show the attendance issues and related discipline of employees similarly situated to Plaintiff (i.e., those under the same supervisors and policies) during the relevant period, subject to an appropriate protective order.

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

In re: ENERGERA, INC. <i>et al.</i> , ¹ Debtors in a Foreign Proceeding.	§ § § § § §	Chapter 15 Case No. 26-90433 (ARP) (Jointly Administered)
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**ORDER DENYING RICKY ST. JULIEN’S MOTION TO LIFT THE STAY
TO ALLOW EMPLOYMENT DISCRIMINATION LAWSUIT TO PROCEED**

UPON CONSIDERATION of the *Motion to Lift the Stay to Allow Employment Discrimination Lawsuit to Proceed* [Dkt. No. 39] (the “Stay Motion”) filed by Ricky St. Julien and the *Foreign Representative’s Objection to Ricky St. Julien’s Motion to Lift the Stay to Allow Employment Discrimination Lawsuit to Proceed* (the “Objection”) filed by the Alvarez & Marsal Canada Inc., solely in its capacity as court-appointed receiver, manager, and authorized foreign representative (“Receiver” or “Foreign Representative”) of Energera, Inc. (formerly known as Frac Shack Inc.); Energera America Inc. (formerly known as Frac Shack America Inc.); and Sandtinel LLC, after hearing, and upon consideration of the arguments presented by counsel, and with good cause appearing therefore, the Objection is hereby SUSTAINED; and

IT IS HERBY ORDERED that the Stay Motion is DENIED.

Dated: _____, 2026.

THE HONORABLE ALFREDO R. PEREZ,
UNITED STATES BANKRUPTCY JUDGE

¹ Simultaneous chapter 15 petitions were filed by the Receiver for the following affiliated debtors: Energera Inc. f/k/a Frac Shack Inc.; Energera America Inc. f/k/a Frac Shack America Inc.; and Sandtinel LLC.