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PROPOSED ATTORNEYS FOR DEBTORS

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

In re:	§	Chapter 11
	§	
Vista Proppants and Logistics, LLC, et al., ¹	§	Case No. 20-42002-ELM-11
	§	
Debtors.	§	Jointly Administered

**DEBTORS' APPLICATION FOR AN ORDER UNDER 11 U.S.C. § 327(e)
AUTHORIZING THE EMPLOYMENT AND RETENTION OF JAMES LANTER P.C.
AND WICKES LAW, PLLC AS SPECIAL LITIGATION COUNSEL FOR THE
DEBTORS IN POSSESSION NUNC PRO TUNC TO THE PETITION DATE**

**A HEARING WILL BE CONDUCTED ON THIS MATTER ON
AUGUST 5, 2020, AT 1:30 P.M. IN ROOM 204, U.S.
COURTHOUSE, 501 W. TENTH STREET, FORT WORTH,
TEXAS 76102.**

**IF YOU OBJECT TO THE RELIEF REQUESTED, YOU MUST
RESPOND IN WRITING, SPECIFICALLY ANSWERING
EACH PARAGRAPH OF THIS PLEADING. UNLESS
OTHERWISE DIRECTED BY THE COURT, YOU MUST FILE
YOUR RESPONSE WITH THE CLERK OF THE
BANKRUPTCY COURT WITHIN TWENTY-ONE (21) DAYS**

¹ The Debtors in these Chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: Vista Proppants and Logistics, LLC (7817) ("Vista HoldCo"); VPROP Operating, LLC (0269) ("VPROP"); Lonestar Prospects Management, L.L.C. (8451) ("Lonestar Management"); MAALT Specialized Bulk, LLC (2001) ("Bulk"); Denetz Logistics, LLC (8177) ("Denetz"); Lonestar Prospects, Ltd. (4483) ("Lonestar Ltd."); and MAALT, LP (5198) ("MAALT"). The location of the Debtors' service address is 4413 Carey Street, Fort Worth, TX 76119-4219.



FROM THE DATE YOU WERE SERVED WITH THIS PLEADING. YOU MUST SERVE A COPY OF YOUR RESPONSE ON THE PERSON WHO SENT YOU THE NOTICE; OTHERWISE, THE COURT MAY TREAT THE PLEADING AS UNOPPOSED AND GRANT THE RELIEF REQUESTED.

Vista Proppants and Logistics, LLC and its debtor affiliates, as debtors and debtors-in-possession in the above-referenced chapter 11 cases (collectively, the “Debtors”) hereby file this *Debtors’ Application for an Order Under 11 U.S.C. § 327(e) Authorizing the Employment and Retention of James Lanter P.C. and Wickes Law, PLLC as Special Litigation Counsel to the Debtors in Possession Nunc Pro Tunc to the Petition Date* (the “Application”), and seek entry of an order substantially in the form attached as **Exhibit A** (the “Proposed Order”) authorizing the Debtors to retain and employ James Lanter P.C. (“Lanter”) and Wickes Law, PLLC (“Wickes”, and together with Lanter, the “Firms”) as their special litigation counsel effective as of the Petition Date, in accordance with the terms and conditions set forth in the engagement letter, a copy of which is attached as **Exhibit D** (the “Engagement Letter”). In support of this Application, the Debtors submit the Declaration of James Lanter, attached hereto as **Exhibit B** (the “Lanter Declaration”) and the Declaration of Paul Wickes, attached hereto as **Exhibit C** (the “Wickes Declaration”, and together with the Lanter Declaration, the “Declarations”), and respectfully state as follows:

Jurisdiction and Venue

1. The United States District Court for the Northern District of Texas (the “District Court”) has jurisdiction over the subject matter of this Motion pursuant to 28 U.S.C. § 1334. The District Court’s jurisdiction has been referred to this Court pursuant to 28 U.S.C. § 157 and the District Court’s Miscellaneous Order No. 33, *Order of Reference of Bankruptcy Cases and Proceedings Nunc Pro Tunc* dated August 3, 1984. This is a core matter pursuant to 28 U.S.C.

§ 157(b), which may be heard and finally determined by this Court. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

Background

2. On June 9, 2020 (the “Petition Date”), the Debtors each filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”) commencing the above captioned cases (the “Chapter 11 Cases”). The Debtors continue to manage and operate their businesses as debtors-in-possession pursuant to Bankruptcy Code §§ 1107 and 1108.

3. On June 23, 2020, an official committee of unsecured creditors (the “Committee”) was appointed in these Chapter 11 Cases. No trustee or examiner has been requested or appointed in these Chapter 11 Cases.

4. A detailed description of the Debtors and their businesses, and the facts and circumstances supporting the Application and the Debtors’ Chapter 11 Cases are set forth in greater detail in the *Declaration of Kristin Whitley in Support of the Debtors’ Chapter 11 Petitions and First Day Motions* and the *Declaration of Gary Barton in Support of the Debtors’ Chapter 11 Petitions and First Day Motions* (collectively, the “First Day Declarations”), which were filed on the Petition Date and are incorporated by reference in this Application.

Relief Requested

5. The Debtors request entry of the Proposed Order authorizing the employment and retention of the Firms as special litigation counsel in accordance with the terms and conditions set forth in the Engagement Letter, effective *nunc pro tunc* to the Petition Date.

6. Pursuant to Bankruptcy Local Rule 2014(b), the Application has been filed within thirty (30) days of the Petition Date and is deemed contemporaneous. Accordingly, the Firms' retention should be granted *nunc pro tunc* to the Petition Date.

Basis for Relief Requested

7. The bases for the relief requested herein are Bankruptcy Code §§ 327(e), 330 and 1107(b), Rules 2014(a) and 2016 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), and Bankruptcy Local Rule 2014.

8. The Debtors seek approval of the employment and retention of the Firms as their special litigation counsel in these Chapter 11 Cases, effective as of the Petition Date.

9. Bankruptcy Code § 327(e) provides that a debtor, subject to Court approval:

[M]ay employ, for a specified special purpose, other than to represent the [debtor] in conducting the case, an attorney that has represented the debtor, if in the best interest of the estate, and if such attorney does not represent or hold any interest adverse to the debtor or to the estate with respect to the matter on which such attorney is to be employed.

11 U.S.C. § 327(e).

10. Bankruptcy Code § 101 defines "disinterested person" as a person that:

is not a creditor, an equity security holder, or an insider; [or] is not and was not, within 2 years before the date of the filing of the petition, a director, officer, or employee of the debtor; and...does not have an interest materially adverse to the interest of the estate or of any class of creditors or equity security holders, by reason of any direct or indirect relationship to, connection with, or interest in, the debtor, or for any other reason.

11 U.S.C. § 101(14)(A)-(C).

11. The Debtors seek to employ and retain the Firms as special litigation counsel to represent the Debtors in connection with certain litigation pending in the 51st Judicial District Court for Irion County, Texas, styled *MAALT L.P. v. Sequitur Permian, LLC*, Cause No. 19-003 (the "Litigation"). The Firms were engaged to represent the Debtors in the Litigation prior to the

Petition Date. The Debtors believe the Firms are both well-qualified and uniquely able to continue to represent them in the Litigation and that the Firms' engagement as special litigation counsel in connection with the Litigation will be efficient and cost effective for the Debtors' estates.

12. The Firms have expended significant resources on behalf of the Debtors in connection with the Litigation, and in the process have become familiar with the Debtors' operations as well as the specific facts of the Litigation. Accordingly, the Debtors believe the retention of the Firms as their special litigation counsel is in the best interest of the Debtors' estates because such retention will further the efficient and economic administration of these Chapter 11 Cases.

13. To the best of the Debtors' information and belief, the partners and associates of the Firms do "not represent or hold any interest adverse to the debtor or to the estate with respect to the matters on which such attorney(s) [are] to be employed." 11 U.S.C. § 327(e). Any relevant connections to the Debtors, the Debtors' estates, creditors and/or other parties to these Chapter 11 Cases, or their respective attorneys, are disclosed in the Declarations attached hereto as **Exhibits B and C**.

14. The Firms will review their files periodically during the pendency of these Chapter 11 Cases to ensure that no conflicts or other disqualifying circumstances exist or arise. If the either of the Firms discovers any new relevant facts or relationships, that Firm will use reasonable efforts to identify such further developments and will file promptly a supplemental declaration, as required by Bankruptcy Rule 2014(a).

Professional Compensation

15. The primary attorneys working on this case will be James Lanter and Paul Wickes, whose standard hourly rates are currently \$450 and \$300, respectively. The Engagement Letter provides that Lanter and Wickes shall be paid 50% of their usual hourly rates, billed monthly, plus one of the following contingency fees as may be applicable:

- i. 20% of any monetary amounts (“Recovery”²) received through a conventional settlement, judgment, or post-judgment collection procedures;
- ii. If a settlement or other resolution of the Litigation involves the sale/transfer of the Debtors’ Barnhart transloading facility to the defendant in the Litigation or any affiliate, the hourly rates charged by Lanter and Wickes shall be trued up to their full hourly rates for all services rendered in connection with the Litigation, and in addition the Firms shall be paid 20% of any Recovery paid by the defendant in excess of \$2 million;
- iii. If a settlement or other resolution involves an agreement to engage in business in the future (e.g., future transloading services) as partial consideration for the settlement or resolution, the hourly rates charged by Lanter and Wickes shall be trued up to their full hourly rates for all services rendered in connection with the Litigation, and in addition the Firms shall be paid an amount equal to the greater of (a) 20% of any Recovery paid by the defendant to settle the Litigation or (b) 25% of the full hourly rate fee amounts.

16. Any contingency fee paid to the Firms pursuant to the Engagement Agreement, other than a true up of the hourly rates, shall be split and paid equally to the Firms.

17. It is the Firms’ policy to charge their clients for all out of pocket expenses incurred in connection with the client’s case. The expenses charged to clients include, among other things, filing fees, court reporters, expert fees, photocopy and postage expenses, and the

² Recovery as defined in the Engagement Letter means all amounts paid by the defendant (or any other person or entity on its behalf) to the Debtors for the settlement or other resolution of the Litigation less all litigation expenses paid by the Debtors. Litigation expenses shall include any filing fees, court reporter fees, expert fees, photocopy and postage expenses, and other usual expenses incurred in litigation of this type. Litigation expenses will also include the fees charged by any local counsel retained to assist the Firms in the Litigation, but will not include the hourly rates paid to Lanter and Wickes or any amounts for the time of the Firms’ employees and representatives nor any overhead expenses of the Debtors.

like. The Firms will charge the Debtors for these expenses in a manner and at rates consistent with charges made general to the Firms' other clients and consistent with applicable U.S. Trustee Guidelines.

18. Pursuant to Bankruptcy Rule 2016(b), the Firms have not shared nor agreed to share (a) any compensation they have received or may receive with another party or person other than with the partners, associates and staff associated with the Firms, or (b) any compensation another person or party has received or may receive.

19. Pursuant to Bankruptcy Code § 329, the Firms received \$0 from the Debtors as a retainer for work to be performed in connection with the Litigation. Lanter was paid \$131,660.71 for services rendered to the Debtors in the Litigation in the one year period prior to the Petition Date, and Wickes was paid \$35,654.90 for services rendered to the Debtors in the Litigation in the one year period prior to the Petition Date.

20. For the reasons set forth above, the Debtors submit that the Firms' retention and employment is necessary and in the best interests of the Debtors and their estates.

21. The Firms' compliance with the requirements of Bankruptcy Code §§ 327, 329, 330, and 504, Bankruptcy Rules 2014 and 2016, as well as the Bankruptcy Local Rules, is set forth in detail in the Declarations.

Notice

22. Notice of this Application will be provided to the parties listed on the Debtors' service list in accordance with the *Order Granting Complex Chapter 11 Bankruptcy Case Treatment*.

WHEREFORE, the Debtors respectfully requests entry of an order authorizing retention of the Firms *nunc pro tunc* to the Petition Date pursuant to 11 U.S.C. §§ 327, 330 and 1107(b), Bankruptcy Rules 2014 and 2016, and Bankruptcy Local Rule 2014.

RESPECTFULLY SUBMITTED this 9th day of July, 2020.

Vista Proppants and Logistics, *et al.*

/s/ Gary Barton

Name: Gary Barton

Title: Chief Financial Officer

HAYNES AND BOONE, LLP

By: /s/ David L. Staab

Stephen M. Pezanosky

State Bar No. 15881850

Matthew T. Ferris

State Bar No. 24045870

David L. Staab

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PROPOSED ATTORNEYS FOR DEBTORS

Exhibit A

Proposed Order

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

In re:	§	Chapter 11
	§	
Vista Proppants and Logistics, LLC, et al., ¹	§	Case No. 20-42002-ELM-11
	§	
Debtors.	§	Jointly Administered

**ORDER AUTHORIZING THE EMPLOYMENT AND RETENTION
OF JAMES LANTER P.C. AND WICKES LAW, PLLC AS SPECIAL
LITIGATION COUNSEL FOR THE DEBTORS IN POSSESSION
NUNC PRO TUNC TO THE PETITION DATE**

*Upon the Debtors' Application for an Order Under 11 U.S.C. § 327(e) Authorizing the
Employment and Retention of James Lanter P.C. and Wickes Law, PLLC as Special Litigation*

¹ The Debtors in these Chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: Vista Proppants and Logistics, LLC (7817) ("Vista HoldCo"); VPROP Operating, LLC (0269) ("VPROP"); Lonestar Prospects Management, L.L.C. (8451) ("Lonestar Management"); MAALT Specialized Bulk, LLC (2001) ("Bulk"); Denetz Logistics, LLC (8177) ("Denetz"); Lonestar Prospects, Ltd. (4483) ("Lonestar Ltd."); and MAALT, LP (5198) ("MAALT"). The location of the Debtors' service address is 4413 Carey Street, Fort Worth, TX 76119-4219.

Counsel to the Debtors in Possession Nunc Pro Tunc to the Petition Date (the “Application”)² of Vista Proppants and Logistics, LLC, *et al.* (collectively, the “Debtors”); and the Court having jurisdiction to consider the Application and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334, and the *Order of Reference of Bankruptcy Cases and Proceedings Nunc Pro Tunc*, Miscellaneous Rule No. 33 (N.D. Tex. August 3, 1984); and consideration of the Application and the requested relief being a core proceeding pursuant to 28 U.S.C. § 157(b); and it appearing that venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Application having been provided, and it appearing that no other or further notice need be provided; and the Court having reviewed the Application; and the Court having held a hearing on the Application; and all objections, if any, to the Application have been withdrawn, resolved, or overruled; and the Court having determined that the legal and factual bases set forth in the Application establish just cause for the relief granted herein; and upon all of the proceedings had before the Court and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The Application is approved on a final basis as set forth herein.
2. The Debtors are hereby authorized to retain the Firms as special litigation counsel in these Chapter 11 Cases *nunc pro tunc* to the Petition Date, in accordance with (and on the terms described in) the Application, the Engagement Letter, and this Order, and the Firms are authorized to perform the services described therein.
3. The requirements of Bankruptcy Code § 329 have been satisfied.

² Capitalized terms used by not otherwise defined herein shall have the meanings ascribed to them in the Application.

4. The Firms shall be compensated upon appropriate application in accordance with Bankruptcy Code §§ 330 and 331, the Bankruptcy Rules, the Local Bankruptcy Rules, and any applicable procedures and orders of this Court.

5. If any supplemental declarations or affidavits are filed and served after the entry of this Order, absent any objections filed within twenty (20) days after the filing and service of such supplemental declarations or affidavits, the Firms' employment shall continue as authorized pursuant to this Order.

6. In the event of any inconsistency between the Engagement Letter, the Application, and this Order, this Order shall govern.

7. Notice of the Application as provided therein shall be deemed good and sufficient notice of such Application, and the requirements of the Bankruptcy Rules are satisfied by such notice.

8. Notwithstanding anything in this Order to the contrary, (a) payments authorized by, and any authorizations contained in, this Order are subject to the terms, conditions, limitations, and requirements of any cash collateral or DIP financing orders entered in these Chapter 11 Cases (together with any approved budgets in connection therewith, the "DIP Financing Orders") and (b) to the extent there is any inconsistency between the terms of such DIP Financing Orders and any action taken or proposed to be taken hereunder, the terms of such DIP Financing Orders shall control.

END OF ORDER

Submitted by:

HAYNES AND BOONE, LLP

Stephen M. Pezanosky

State Bar No. 15881850

Matthew T. Ferris

State Bar No. 24045870

David L. Staab

State Bar No. 24093194

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PROPOSED ATTORNEYS FOR DEBTORS

Exhibit B

Lanter Declaration

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

In re:	§	Chapter 11
	§	
Vista Proppants and Logistics, LLC, et al., ¹	§	Case No. 20-42002-ELM-11
	§	
Debtors.	§	Jointly Administered

**DECLARATION OF JAMES LANTER IN SUPPORT OF THE
DEBTORS' APPLICATION FOR AN ORDER UNDER 11 U.S.C. § 327(e)
AUTHORIZING THE EMPLOYMENT AND RETENTION OF JAMES LANTER P.C.
AND WICKES LAW, PLLC AS SPECIAL LITIGATION COUNSEL FOR THE
DEBTORS IN POSSESSION NUNC PRO TUNC TO THE PETITION DATE**

I, James Lanter, being duly sworn, state the following under penalty of perjury:

1. I am the sole shareholder in the law firm of James Lanter P.C. (the "Firm"), 560 N. Walnut Creek, Suite 120, Mansfield, Texas 76063. I am a member in good standing of the Bar of the State of Texas, and I am admitted to practice before the courts of the State of Texas, the United States District Courts for the Northern, Southern, Western, and Eastern Districts of Texas, and the United States Fifth Circuit Court of Appeals. There are no disciplinary proceedings pending against me.

2. I submit this declaration in support of the *Debtors' Application for an Order Under 11 U.S.C. § 327(e) Authorizing the Employment and Retention of James Lanter P.C. and Wickes Law, PLLC as Special Litigation Counsel to the Debtors in Possession Nunc Pro Tunc to the Petition Date* (the "Application") of the above-captioned debtors and debtors in possession (collectively, the "Debtors"). Except as otherwise noted, I have personal knowledge of the matters set forth herein.

¹ The Debtors in these Chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, include: Vista Proppants and Logistics, LLC (7817) ("Vista HoldCo"); VPROP Operating, LLC (0269) ("VPROP"); Lonestar Prospects Management, L.L.C. (8451) ("Lonestar Management"); MAALT Specialized Bulk, LLC (2001) ("Bulk"); Denetz Logistics, LLC (8177) ("Denetz"); Lonestar Prospects, Ltd. (4483) ("Lonestar Ltd."); and MAALT, LP (5198) ("MAALT"). The location of the Debtors' service address is 4413 Carey Street, Fort Worth, TX 76119-4219.

3. The Debtors seek to retain the Firm, along with Wickes Law, PLLC (“Wickes”) as Special Litigation Counsel in these Chapter 11 Cases.

4. The Firm is a Texas professional corporation comprised of duly licensed attorneys qualified to practice before this Court. The Firm is well qualified to act as Special Litigation Counsel for the Debtors in these Chapter 11 Cases.

5. The Firm, along with Wickes, was retained prior to the Petition Date to represent the Debtors in connection with certain litigation pending in the 51st Judicial District Court for Irion County, Texas, styled *MAALT L.P. v. Sequitur Permian, LLC*, Cause No. 19-003 (the “Litigation”) and continues to represent the Debtors’ interests in the Litigation.

6. Neither I, nor the Firm, nor any partner or associate thereof, insofar as I have been able to ascertain, has any connection with the Debtors, their creditors, the United States Trustee, persons employed in the United States Trustee’s Office, or any other parties in interest, or their respective attorneys, except as noted herein. I do not believe any of these relationships creates an adverse relationship with the Debtors.

7. Neither I nor the Firm has represented or will represent any other entity in connection with these Chapter 11 Cases, and neither I nor the Firm will accept any fee from any other party or parties in these Chapter 11 Cases. To the best of my knowledge and belief, the Firm is a disinterested person” as that term is defined in Section 101(14) of the Bankruptcy Code in that the Firm, and except as disclosed herein, its partners, and associates:

- a. Are not creditors, equity security holders, or insiders of the Debtors;
- b. Are not and were not, within two (2) years prior to the Petition Date, a director, officer, or employee of the Debtors; and
- c. Do not have an interest materially adverse to the interest of the estates or of any class of creditors or equity security holders, by reason of any direct or indirect relationship to, connection with, or interest in, the Debtors, or for any other reason

other than the contingent fee and partial assignment of claim specified in the Engagement Letter for the Litigation.

Search and Disclosure Procedures.

8. The Firm maintains a conflicts database management system (the “System”), which is designed to reveal the potential for conflicts of interest and other connections to existing and former clients. I have utilized the System to search for potential conflicts of interest and other connections to existing and former clients and other potential parties-in-interest in this case whom the Firm has represented going back twenty-four (24) months. I personally reviewed the results of such searches.

9. The list of potential parties-in-interest that we processed through the System for our representation in this case is Sequitur Permian, LLC and its known affiliates.

10. The System holds no information that would suggest that the Firm is in any way adverse to the Debtors.

Compensation Matters.

11. The primary attorney working on this case will be myself, whose current standard hourly rate is \$450. The Engagement Letter provides that I shall be paid 50% of my usual hourly rate, billed monthly, plus one of the following contingency fees as may be applicable:

- i. 20% of any monetary amounts (“Recovery”)² received through a conventional settlement, judgment, or post-judgment collection procedures;
- ii. If a settlement or other resolution of the Litigation involves the sale/transfer of the Debtors’ Barnhart transloading facility to the defendant in the Litigation or any affiliate, the hourly rates charged by Wickes and

² Recovery as defined in the Engagement Letter means all amounts paid by the defendant (or any other person or entity on its behalf) to the Debtors for the settlement or other resolution of the Litigation less all litigation expenses paid by the Debtors. Litigation expenses shall include any filing fees, court reporter fees, expert fees, photocopy and postage expenses, and other usual expenses incurred in litigation of this type. Litigation expenses will also include the fees charged by any local counsel retained to assist the Firms in the Litigation, but will not include the hourly rates paid to Wickes and me or any amounts for the time of the Firms’ employees and representatives nor any overhead expenses of the Debtors.

myself shall be trued up to their full hourly rates for all services rendered in connection with the Litigation, and in addition Wickes and the Firm shall be paid 20% of any Recovery paid by the defendant in excess of \$2 million;

iii. If a settlement or other resolution involves an agreement to engage in business in the future (e.g., future transloading services) as partial consideration for the settlement or resolution, the hourly rates charged by Wickes and myself shall be trued up to their full hourly rates for all services rendered in connection with the Litigation, and in addition Wickes and the Firm shall be paid an amount equal to the greater of (a) 20% of any Recovery paid by the defendant to settle the Litigation or (b) 25% of the full hourly rate fee amounts.

12. Any contingency fee paid to the Firm pursuant to the Engagement Agreement, other than a true up of the hourly rates, shall be split and paid equally to the Firm and Wickes.

13. It is the Firm's policy to charge its clients for all out of pocket expenses incurred in connection with the client's case. The expenses charged to clients include, among other things, filing fees, court reporters, expert fees, photocopy and postage expenses, and the like. The Firm will charge the Debtors for these expenses in a manner and at rates consistent with charges made general to the Firm's other clients and consistent with applicable U.S. Trustee Guidelines.

14. Pursuant to Bankruptcy Rule 2016(b), the Firm has not shared nor agreed to share (a) any compensation it has received or may receive with another party or person other than Wickes as set forth in the Engagement Letter, or (b) any compensation another person or party has received or may receive.

15. Pursuant to Bankruptcy Code § 329, the Firm received \$0 from the Debtors as a retainer for work to be performed in connection with the Litigation. The Firm was paid \$131,660.71 for services rendered to the Debtors in the Litigation in the one year period prior to the Petition Date.

16. The Firm will follow the procedures of this Court and the Bankruptcy Code and apply, pursuant to Bankruptcy Code § 330, for compensation for professional services rendered

on behalf of the Debtors in connection with the Litigation, subject to approval of this Court, in compliance with any orders of the Court pertaining to the compensation of professionals, and in compliance with applicable provisions of the Bankruptcy Code, on an hourly basis, plus reimbursement of actual, necessary expenses and other charges, plus the applicable contingency fee, if any, as described in paragraph 11 above, plus the contingency fee set forth in the Engagement Letter.

17. No promises have been received by the Firm, nor any partner, counsel, or associate thereof, as to compensation in connection with these cases other than in accordance with the provisions of the Bankruptcy Code and as set forth in the Engagement Letter. Except as permitted under Bankruptcy Code § 504(b)(1), the Firm has no agreement with any other entity to share with such entity any compensation received by the Firm in connection with the Chapter 11 Cases, nor will any be made.

Conclusion.

18. In view of the foregoing, I believe that the Firm: (i) does not hold or represent an interest adverse to the estates, and (ii) is a “disinterested person” as that term is defined in Bankruptcy Code § 101(14). The Firm recognizes its continuing responsibility to be aware of, and to further disclose, any relationship or connection between it and other parties-in-interest to the Debtors’ bankruptcy estates and the Chapter 11 Cases as they appear or become recognized during the Chapter 11 Cases. Accordingly, the Firm reserves the right to supplement this disclosure if necessary as more information becomes available to the Firm. The foregoing constitutes my statement and that of the Firm pursuant to Bankruptcy Code §§ 327 and 329 and Rules 2014(a) and 2016 of the Federal Rules of Bankruptcy Procedure.

I declare under penalty of perjury under the laws of the United States, that the foregoing statements are true and correct.

Dated: July 9, 2020

Respectfully submitted,

/s/ James Lanter

James Lanter

State Bar No. 11940700

James Lanter P.C.

560 N. Walnut Creek, Suite 120

Mansfield, Texas 76063

Telephone: 817.453.4800

jim.lanter@lanter-law.com

Exhibit C

Wickes Declaration

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

In re:	§	Chapter 11
	§	
Vista Proppants and Logistics, LLC, et al., ¹	§	Case No. 20-42002-ELM-11
	§	
Debtors.	§	Jointly Administered

**DECLARATION OF PAUL WICKES IN SUPPORT OF THE
DEBTORS' APPLICATION FOR AN ORDER UNDER 11 U.S.C. § 327(e)
AUTHORIZING THE EMPLOYMENT AND RETENTION OF JAMES LANTER P.C.
AND WICKES LAW, PLLC AS SPECIAL LITIGATION COUNSEL FOR THE
DEBTORS IN POSSESSION NUNC PRO TUNC TO THE PETITION DATE**

I, Paul Wickes, being duly sworn, state the following under penalty of perjury:

1. I am a principal of the law firm of Wickes Law, PLLC (the "Firm"), 5600 Tennyson Parkway, Suite 205, Plano, Texas, 75024. I am a member in good standing of the Bar of the State of Texas, and I am admitted to practice before all Texas state courts, the Northern District of Texas, Eastern District of Texas, Southern District of Texas, and the Fifth Circuit Court of Appeals. There are no disciplinary proceedings pending against me.

2. I submit this declaration in support of the *Debtors' Application for an Order Under 11 U.S.C. § 327(e) Authorizing the Employment and Retention of James Lanter P.C. and Wickes Law, PLLC as Special Litigation Counsel to the Debtors in Possession Nunc Pro Tunc to the Petition Date* (the "Application") of the above-captioned debtors and debtors in possession (collectively, the "Debtors"). Except as otherwise noted, I have personal knowledge of the matters set forth herein.

¹ The Debtors in these Chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: Vista Proppants and Logistics, LLC (7817) ("Vista HoldCo"); VPROP Operating, LLC (0269) ("VPROP"); Lonestar Prospects Management, L.L.C. (8451) ("Lonestar Management"); MAALT Specialized Bulk, LLC (2001) ("Bulk"); Denetz Logistics, LLC (8177) ("Denetz"); Lonestar Prospects, Ltd. (4483) ("Lonestar Ltd."); and MAALT, LP (5198) ("MAALT"). The location of the Debtors' service address is 4413 Carey Street, Fort Worth, TX 76119-4219.

3. The Debtors seek to retain the Firm, along with James Lanter P.C. ("Lanter") as Special Litigation Counsel in these Chapter 11 Cases.

4. The Firm is a Texas professional limited liability company comprised of duly licensed attorneys qualified to practice before this Court. The Firm specializes in civil litigation with an emphasis on rail transportation litigation and is well qualified to act as Special Litigation Counsel for the Debtors in these Chapter 11 Cases.

5. The Firm, along with Lanter, was retained prior to the Petition Date to represent the Debtors in connection with certain litigation pending in the 51st Judicial District Court for Irion County, Texas, styled *MAALT L.P. v. Sequitur Permian, LLC*, Cause No. 19-003 (the "Litigation") and continues to represent the Debtors' interests in the Litigation.

6. Neither I, nor the Firm, nor any partner or associate thereof, insofar as I have been able to ascertain, has any connection with the Debtors, their creditors, the United States Trustee, persons employed in the United States Trustee's Office, or any other parties in interest, or their respective attorneys, except as noted herein. I do not believe any of these relationships creates an adverse relationship with the Debtors.

7. Neither I nor the Firm has represented or will represent any other entity in connection with these Chapter 11 Cases, and neither I nor the Firm will accept any fee from any other party or parties in these Chapter 11 Cases. To the best of my knowledge and belief, the Firm is a disinterested person" as that term is defined in Section 101(14) of the Bankruptcy Code in that the Firm, and except as disclosed herein, its partners, and associates:

- a. Are not creditors, equity security holders, or insiders of the Debtors;
- b. Are not and were not, within two (2) years prior to the Petition Date, a director, officer, or employee of the Debtors; and
- c. Do not have an interest materially adverse to the interest of the estates or of any class of creditors or equity security holders, by reason of any direct or indirect

relationship to, connection with, or interest in, the Debtors, or for any other reason other than the contingent fee and partial assignment of claim specified in the Engagement Letter for the Litigation.

Search and Disclosure Procedures.

8. The Firm maintains a conflicts database management system (the “System”), which is designed to reveal the potential for conflicts of interest and other connections to existing and former clients. We have utilized the System to search for potential conflicts of interest and other connections to existing and former clients and other potential parties-in-interest in this case whom the Firm has represented going back twenty-four (24) months. I personally reviewed the results of such searches.

9. The list of potential parties-in-interest that we processed through the System for our representation in this case is Sequitur Permian, LLC and its known affiliates.

10. The System holds no information that would suggest that the Firm is in any way adverse to the Debtors.

Compensation Matters.

11. The primary attorney working on this case will be myself, whose standard hourly rate is \$300. The Engagement Letter provides that I shall be paid 50% of my hourly rate, billed monthly, plus one of the following contingency fees as may be applicable:

- i. 20% of any monetary amounts (“Recovery”)² received through a conventional settlement, judgment, or post-judgment collection procedures;
- ii. If a settlement or other resolution of the Litigation involves the sale/transfer of the Debtors’ Barnhart transloading facility to the defendant

² Recovery as defined in the Engagement Letter means all amounts paid by the defendant (or any other person or entity on its behalf) to the Debtors for the settlement or other resolution of the Litigation less all litigation expenses paid by the Debtors. Litigation expenses shall include any filing fees, court reporter fees, expert fees, photocopy and postage expenses, and other usual expenses incurred in litigation of this type. Litigation expenses will also include the fees charged by any local counsel retained to assist the Firms in the Litigation, but will not include the hourly rates paid to Lanter and me or any amounts for the time of the Firms’ employees and representatives nor any overhead expenses of the Debtors.

in the Litigation or any affiliate, the hourly rates charged by Lanter and myself shall be trued up to their full hourly rates for all services rendered in connection with the Litigation, and in addition Lanter and the Firm shall be paid 20% of any Recovery paid by the defendant in excess of \$2 million;

iii. If a settlement or other resolution involves an agreement to engage in business in the future (e.g., future transloading services) as partial consideration for the settlement or resolution, the hourly rates charged by Lanter and myself shall be trued up to their full hourly rates for all services rendered in connection with the Litigation, and in addition Lanter and the Firm shall be paid an amount equal to the greater of (a) 20% of any Recovery paid by the defendant to settle the Litigation or (b) 25% of the full hourly rate fee amounts.

12. Any contingency fee paid to the Firm pursuant to the Engagement Agreement, other than a true up of the hourly rates, shall be split and paid equally between the Firm and Lanter.

13. It is the Firm's policy to charge its clients for all out of pocket expenses incurred in connection with the client's case. The expenses charged to clients include, among other things, filing fees, court reporters, expert fees, photocopy and postage expenses, and the like. The Firm will charge the Debtors for these expenses in a manner and at rates consistent with charges made general to the Firm's other clients and consistent with applicable U.S. Trustee Guidelines.

14. Pursuant to Bankruptcy Rule 2016(b), the Firm has not shared nor agreed to share (a) any compensation it has received or may receive with another party or person other than Lanter as set forth in the Engagement Letter, or (b) any compensation another person or party has received or may receive.

15. Pursuant to Bankruptcy Code § 329, the Firm received \$0 from the Debtors as a retainer for work to be performed in connection with the Litigation. The Firm was paid \$35,654.90 for services rendered to the Debtors in the one-year period prior to the Petition Date.

16. The Firm will follow the procedures of this Court and the Bankruptcy Code and apply, pursuant to Bankruptcy Code § 330, for compensation for professional services rendered on behalf of the Debtors in connection with the Litigation, subject to approval of this Court, in compliance with any orders of the Court pertaining to the compensation of professionals, and in compliance with applicable provisions of the Bankruptcy Code, on an hourly basis, plus reimbursement of actual, necessary expenses and other charges, plus the applicable contingency fee, if any, as described in paragraph 11 above.

17. No promises have been received by the Firm, nor any partner, counsel, or associate thereof, as to compensation in connection with these cases other than in accordance with the provisions of the Bankruptcy Code. Except as permitted under Bankruptcy Code § 504(b)(1), the Firm has no agreement with any other entity to share with such entity any compensation received by the Firm in connection with the Chapter 11 Cases, nor will any be made.

Conclusion.

18. In view of the foregoing, I believe that the Firm: (i) does not hold or represent an interest adverse to the estates, and (ii) is a “disinterested person” as that term is defined in Bankruptcy Code § 101(14). The Firm recognizes its continuing responsibility to be aware of, and to further disclose, any relationship or connection between it and other parties-in-interest to the Debtors’ bankruptcy estates and the Chapter 11 Cases as they appear or become recognized during the Chapter 11 Cases. Accordingly, the Firm reserves the right to supplement this disclosure if necessary as more information becomes available to the Firm. The foregoing constitutes my statement and that of the Firm pursuant to Bankruptcy Code §§ 327 and 329 and Rules 2014(a) and 2016 of the Federal Rules of Bankruptcy Procedure.

I declare under penalty of perjury under the laws of the United States, that the foregoing statements are true and correct.

Dated: July 9, 2020

Respectfully submitted,

/s/ Paul Wickes
Paul Wickes
State Bar No. 00788663
Wickes Law, PLLC
5600 Tennyson Pkwy Ste 205
Plano, TX 75024-3508
972-473-6900
pwickes@wickeslaw.com

Exhibit D

Engagement Letter

James Lanter

Professional Corporation
Attorneys at Law

560 N. Walnut Creek
Suite 120
Mansfield, TX 76063
817.453.4800
817.453.4801 fax

James Lanter

jim.lanter@lanter-law.com

March 27, 2019

Maalt, LP
Atten: Marty Robertson
4413 Carey Street
Fort Worth, Texas 76119

Re: *Maalt L.P. v. Sequitur Permian, LLC*; Cause No. 19-003, In the 51st
Judicial District Court for Irion County, Texas (the "Matter")

Dear Marty:

Lawyers are required under certain ethical rules of the State Bar of Texas to set out agreements for contingency fees in writing, and this letter is intended to comply with that ethical consideration.

This letter, when signed by Maalt, LP ("Client"), will evidence the complete fee agreement between Client and JAMES LANTER P.C. and WICKES LAW, PLLC ("Attorneys") with respect to Attorneys' representation of Client concerning the above referenced Matter. There are no other agreements about that representation, oral or written.

Client has requested that Attorneys represent it, and Client authorizes Attorneys to represent it. Attorneys agree to represent Client under the terms of this engagement letter and will represent it unless and until Attorneys' representation is terminated by the conclusion of the legal matter referenced above, or otherwise.

To secure Attorneys representation in this Matter, Client agrees to pay Attorneys a fee, partially contingent on recovery, as follows:

a. Attorneys shall be paid 50% of their usual hourly rates (currently \$440.00 per hour for James Lanter and \$300.00 per hour for Paul Wickes and subject to adjustment pursuant to their respective firm's policies and procedures) as billed monthly plus one of the following contingency fees as may be applicable –

- (i) 20% of any monetary amounts ("Recovery" as defined herein) received through a conventional settlement, judgment, or post-judgment collection procedures;

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March 27, 2019
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- (ii) If a settlement or other resolution of the matter involves the sale/transfer of Client's Barnhart transloading facility to the Defendant or any affiliate, the hourly rates charged by the Attorneys shall be trued up to their full hourly rates for all services rendered in the Matter, and in addition Attorneys shall be paid 20% of any Recovery paid by the Defendant in excess of \$2 million;
- (iii) If a settlement or other resolution involves an agreement to engage in business in the future (e.g. future transloading services) as partial consideration for the settlement or resolution, the hourly rates charged by the Attorneys shall be trued up to their full hourly rates for all services rendered in the Matter, and in addition Attorneys shall be paid an amount equal to the greater of (a) 20% of any Recovery paid by the Defendant to settle the Matter or (b) 25% of the full hourly rate fee amounts.

"Recovery" means all amounts paid by the Defendant (or any other person or entity on its behalf) to Client for the settlement or other resolution of the Matter less all Litigation Expenses paid by Client. "Litigation Expenses" shall include any filing fees, court reporter fees, expert fees, photocopy and postage expenses, and other usual expenses incurred in lawsuits of this type. Litigation expenses will include the fees charged by any local counsel retained to assist Attorneys in this Matter, but will not include the hourly rates paid to Attorneys or any amounts for the time of Client's employees and representatives nor any overhead expenses of Client.

Any contingency fee paid pursuant to this agreement, other than a true up of hourly rates, shall be split and paid equally to James Lanter, PC and Wickes Law, PLLC.

All costs and expenses, including but not limited to expert fees, charges for medical and other records, filing fees, service fees, postage and copying, and travel expenses, incurred in the prosecution of the claim shall be the responsibility of the Client. Attorneys may forward litigation expense invoices to Client for direct payment. In the event any costs or expenses are advanced by Attorneys, they will be billed to Client on a monthly basis.

In order to secure the payment of the fees due to Attorneys, Client assigns a percentage of the claim equal to the percentage fee due Attorneys to Attorneys.

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A reasonable fee is based, among other factors, upon time and labor required, novelty and difficulty of the questions involved, skill requisite to do the work properly, preclusion of other employment, fee customarily charged, whether the fee is fixed or contingent, amount at issue and the results obtained, time limits imposed by the Client or circumstances, nature and length of relationship with the Client, and experience, reputation, and ability of the attorney doing the work. In addition to such compensation, Client will pay Attorneys for those expenses which it may incur on its behalf in said matter, including without limitation, filing and deposition fees, telephone, travel, photocopy and extraordinary postage expenses, and will pay the providers of said services directly and in advance when requested to do so by Attorneys.

At Client's expense and with Client's prior consent, Attorneys may employ such experts as we deem necessary in this matter. In addition, Attorneys reserve the right to secure as they deems necessary, at Client's expense and with Client's prior consent, associate counsel, accountants, bookkeepers, document management services, and other support services. Attorneys will forward the invoices for any such services to Client for payment, and Client agrees to pay those invoices immediately upon receipt.

It is further agreed and understood that no one has made any guarantee regarding the success of any legal proceeding or settlements incident to this matter, that no one has made any representations or warranties about this matter, and that all expressions made by anyone at any time are and will be at all times matters of opinion only. It is further agreed that you will not conclude this matter without the prior consultation of Attorneys, and Attorneys will not enter into any settlement agreements without the consent of Client.

Client agrees to cooperate fully with Attorneys' efforts exerted on Client's behalf. In this connection, Client will comply with all reasonable instructions and requests made by Attorneys and will at all times keep Attorneys informed of its representatives' location, business address and telephone number, if any, and any and all other addresses, telephone numbers, pager numbers, and telefax numbers where Client may be contacted.

Maalt, LP
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;

If this letter agreement accurately reflects the entire agreement between Client and Attorneys, please indicate your acceptance and approval by signing this letter, or a copy of the letter, where indicated and return the fully signed original, or copy to us. We appreciate the confidence you have shown in us by asking us to represent you, and if you have any questions do not hesitate to contact me.

Very truly yours,

JAMES LANTER P.C.

By: 
James Lanter, President

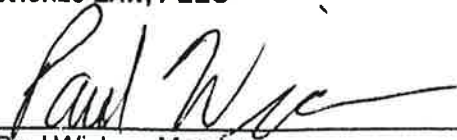
APPROVED AND ACCEPTED:

MAALT, LP

By Denetz Logistics, LLC, its general partner


Marty Robertson, Member/Manager

WICKES LAW, PLLC


Paul Wickes, Member