

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

IN RE: § CASE NO. 15-35615
RAAM GLOBAL ENERGY COMPANY, §
ET AL. § (CHAPTER 11)
DEBTORS § JOINTLY ADMINISTERED

**OBJECTION OF ACOCK CONSULTING, L.L.C. TO
EMERGENCY MOTION FOR AUTHORITY TO PAY OR HONOR PRE-PETITION
OBLIGATIONS TO CERTAIN CRITICAL VENDORS
(docket 14) and
EMERGENCY MOTION FOR AUTHORITY TO PAY ROYALTY AND WORKING
INTEREST OBLIGATIONS, LEASE OPERATING EXPENSES, JIBS, AND TRADE,
AND POTENTIAL HOLDERS OF STATUTORY LIENS
(docket 16)**

TO THE HONORABLE JUDGE MARVIN ISGUR, U.S. BANKRUPTCY JUDGE:

1. Acock Consulting, L.L.C. (“ACLCC”) files its Objection to Debtors’ Emergency Motion for Authority to Pay or Honor Pre-petition Obligations to Certain Critical Vendors (docket 14) (“Critical Vendor Motion”) and to Emergency Motion for Authority to Pay Royalty and Working Interest Obligations, Lease Operating Expenses, Jibs, and Trade, And Potential Holders of Statutory Liens (Royalty Motion) (docket 16) in support would show the Court as follows:
2. ACLCC has provided pre-petition and now post-petition well site consulting services to assist well site activity to Debtors Century Exploration New Orleans, LLC and Century Exploration Houston, LLC in the Beaumont, Texas area. The services provided by ACLCC are pursuant to Master Service Agreement between Century Exploration New Orleans, LLC, Century Exploration Houston, LLC (“Debtors”) and ACLCC executed April and May, 2013 (“Century/ACLCC MSA”).
3. ACLCC provided John Chris Evans as a well site consultant to perform production superintendent services for Debtors’ wells in the Beaumont area at the request of Debtors. ACLCC

is owed sums in the amount of \$46,249.02 for pre-petition work provided to Debtors. ACLLC has certain lien rights under applicable state law which provide for statutory mineral liens. *See e.g* Tex. Prop. Code § 56.001, *et. seq.* ACLLC is within the statutory period for exercising its lien rights under applicable law and is in the process of perfecting the same liens post-petition as allowed by 11 U.S.C. § 546(b). ACLLC perfected its pre-petition lien claim by recording a lien in Orange, Jasper and Hardin counties.

OBJECTION

4. ACLLC objects to the Debtors' Critical Vendor Motion to the extent ACLLC was not included on the list of critical vendors. Since September 2013, ACLLC provided John Christopher Evans, to serve as the production supervisor for Debtors' wells in the Beaumont area. After the Chapter 11 case filing, Harvey Kelly, believed to be employed by Debtors, Century Exploration New Orleans, LLC and Century Exploration Houston, LLC, specifically requested that Mr. Evans continue to serve as the production superintendent of the Beaumont wells.

5. On November 17, 2015, Mr. Kelly contacted ACLLC's president, Matthew Acock and attempted to renegotiate the terms fo the Century/ACLLC MSA for Mr. Evans services. On November 18, 2015 Mr. Kelley contacted Mr. Acock and asked if all of Mr. Evans' billings could be "back dated" to be provided by Debtors directly, as if ACLLC did not provide the services. Naturally, ACLLC provided benefits to Mr. Evans for the post-petition period and incurred expenses for which it will not be reimbursed if ACLLC had agreed to Mr. Kelly's verbal proposal.

6. Debtors have now hired Mr. Evans for the position that ACLLC provided Mr. Evans. Debtors cut out ACLLC without taking steps to terminate the contract. ACLLC provided general liability and worker's compensation insurance for the period of November 1 through November 20.

ACLLC would have provided the billing services for Mr. Evans services had Debtors not interfered and hired Mr. Evans at a lower rate.

6. Debtors argue that Critical Vendors are essential to the continuation of Debtors' businesses, yet, Debtors have dealt with critical vendors in a manner that is inequitable and now refuse to recognize the services provided by ACLLC, by wanting to back date invoices.

7. ACLLC requests the Court require Debtors to add it as a critical vendor with all of the benefits it intends to bestow on other vendors for at the very least the period of November 1 through November 20.

8. Further, ACLLC request the Court order Debtors to pay its lien claim in the sum of \$46,249.02.

PRAYER

WHEREFORE, PREMISES CONSIDERED, Acock Consulting, L.L.C. respectfully requests that the Court grant its request by requiring Debtors to add it as a critical vendor with all of the benefits it intends to bestow on other vendors for the period of November 1 through November 20 and to pay its lien claim in the sum of \$46,249.02. ACLLC requests such other and further relief to which the subject mineral lien creditors are justly entitled.

Respectfully Submitted,
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by: /s/ Elizabeth G. Smith

Elizabeth G. Smith
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Attorney for Acock Consulting, L.L.C.

CERTIFICATE OF CONFERENCE

I hereby certify that I have been conferring with Debtors' counsel Bradley Foxman concerning the related Debtor's Critical Vendor Motion and the Royalty Motion. Although, negotiations have been ongoing, not resolution has been reached.

/s/ Elizabeth G. Smith
Elizabeth G. Smith

CERTIFICATE OF SERVICE

I hereby certify that on November 30, 2015, a true and correct copy of the above and foregoing Objection to Debtors' Emergency Motion for Authority to Pay or Honor Pre-petition Obligations to Certain Critical Vendors (docket 14) and Emergency Motion for Authority to Pay Royalty and Working Interest Obligations, Lease Operating Expenses, Jibs, and Trade, And Potential Holders of Statutory Liens(docket 16) was served by the method and to the following parties as indicated below:

/s/ Elizabeth G. Smith
Elizabeth G. Smith

Via Email Mail Only

Attorney for Debtors: bfoxman@velaw.com
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and by email to all the parties listed in the Mailing Information List for Case #15-35615 attached hereto who are on said list to receive email notice/service for this case;

and, to the following by 1st Class Mail only:

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