

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

In re:	§	
	§	Chapter 11
	§	
SPEEDCAST INTERNATIONAL	§	
LIMITED, <i>et al.</i> ,	§	Case No. 20-32243 (MI)
	§	
Debtors. <sup>1</sup>	§	(Jointly Administered)
	§	

**DECLARATION OF PAUL R. GENENDER**

I, Paul R. Genender, pursuant to 28 U.S.C. § 1746, declare as follows:

1. I am over twenty-one years of age and have never been convicted of a felony or a crime of moral turpitude. I am of sound mind and perfectly competent in all respects to make this declaration (the “**Declaration**”). I am a partner of the law firm Weil, Gotshal & Manges LLP (“**Weil**”) and am an attorney of record for SpeedCast International Limited (“**Speedcast**”) and its debtor affiliates (each, a “**Debtor**,” and collectively, the “**Debtors**”) in these chapter 11 proceedings.

2. I submit this Declaration in support of the Debtors’ Emergency Motion to Compel Production of Documents from Black Diamond Capital Management, L.L.C. (“**Emergency Motion**”), filed concurrently with this Declaration.<sup>2</sup>

3. Attached as **Exhibit 1** is a true and correct copy of the Debtors’ Discovery Requests to Black Diamond Capital Management, L.L.C., dated October 12, 2020.

4. Attached as **Exhibit 2** is a true and correct copy of Debtors’ First Supplemental Requests for Production to Black Diamond Capital Management, L.L.C., dated October 13, 2020.

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<sup>1</sup> A complete list of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors’ claims and noticing agent at <http://www.kccllc.net/speedcast>. The Debtors’ service address for the purposes of these chapter 11 cases is 4400 S. Sam Houston Parkway East, Houston, Texas 77048.

<sup>2</sup> Capitalized terms used herein but not otherwise defined shall have the same meaning as in the Emergency Motion.



5. Attached as **Exhibit 3** is a true and correct copy of Black Diamond Capital Management, L.L.C.'s Responses and Objections to the Debtors' Discovery Requests, dated October 22, 2020.

6. Attached as **Exhibit 4** is a true and correct copy of a letter from me to Al Hogan dated October 29, 2020.

7. Attached as **Exhibit 5** is a true and correct copy of a letter from Al Hogan to me dated October 31, 2020.

8. Attached as **Exhibit 6** is a true and correct copy of a letter from Al Hogan to me dated November 1, 2020.

9. Attached as **Exhibit 7** is a true and correct copy of a letter from me to Al Hogan dated November 1, 2020.

10. Attached as **Exhibit 8** is a true and correct copy of a letter from Al Hogan to me dated November 3, 2020.

11. Attached as **Exhibit 9** is a true and correct copy of an email from Elisabeth Sperle to Al Hogan *et al.* dated November 4, 2020.

12. Attached as **Exhibit 10** is a true and correct copy of an email from Al Hogan to Elisabeth Sperle *et al.* dated November 5, 2020.

13. I hereby declare under penalty of perjury that the foregoing statements are true and correct to the best of my knowledge, information, and belief.

Dated: November 6, 2020  
Dallas, Texas

/s/ **Paul R. Genender**  
Paul R. Genender

# ***EXHIBIT 1***

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

<b>In re:</b>  <b>SPEEDCAST INTERNATIONAL LIMITED, <i>et al.</i>,</b>  <b>Debtors.<sup>1</sup></b>	§ § § § § § § § §	<b>Chapter 11</b>   <b>Case No. 20-32243 (MI)</b>  <b>(Jointly Administered)</b>
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**DEBTORS' DISCOVERY REQUESTS TO  
BLACK DIAMOND CAPITAL MANAGEMENT, L.L.C.**

Pursuant to Rules 26 and 34 of the Federal Rules of Civil Procedure (the “**Federal Rules**”), made applicable to the above-captioned chapter 11 cases (“**Chapter 11 Cases**”) by Rules 7026, 7034, and 9014 of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”), and the Bankruptcy Local Rules of the United States Bankruptcy Court for the Southern District of Texas (the “**Local Rules**”), SpeedCast International Limited and its debtor affiliates in these Chapter 11 Cases, as debtors and debtors in possession (collectively, “**Speedcast**” or the “**Debtors**”), by their undersigned counsel, request that Black Diamond Capital Management, L.L.C. (“**Black Diamond**”) produce the documents and information described herein for inspection and copying (collectively, the “**Requests**,” and each, a “**Request**”) at the offices of Weil, Gotshal & Manges LLP, 700 Louisiana Street, Suite 1700, Houston, Texas 77002 or at another mutually-agreeable location, on an immediate and rolling basis with such production to be completed on or before October 23, 2020.

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<sup>1</sup> A complete list of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors’ proposed claims and noticing agent at <http://www.kccllc.net/speedcast>. The Debtors’ service address for the purposes of these chapter 11 cases is 4400 S. Sam Houston Parkway East, Houston, Texas 77048.

## **DEFINITIONS**

For the purposes of the Requests, please use the following definitions and instructions, which apply to each Request. The definitions apply and shall be construed in the broadest sense permitted by the Federal Rules, the Bankruptcy Rules, the Local Rules, or any other applicable rules and law.

1. **“You,” “Your,” and “Black Diamond”** means Black Diamond Capital Management, L.L.C. as well as any of its present or former agents, affiliates, controlled subsidiaries, officers, directors, managers, principals, members, employees, independent contractors, advisory board members, financial advisors, partners, attorneys, accountants, investment bankers, consultants, representatives, and other professionals, each in their capacity as such, and all other persons acting or purporting to act on its behalf.

2. **“363 Sale”** means a sale under 11 U.S.C. § 363.

3. **“Ad Hoc Group”** means the ad hoc group of syndicated lenders under the Syndicated Facility Agreement (as defined below) in these Chapter 11 Cases.

4. **“Amended ECA”** means (i) the Amended and Restated Equity Commitment Agreement Among Speedcast International Limited and the Commitment Parties Hereto Dated as of September 17, 2020 and (ii) all schedules and exhibits to the Amended ECA.

5. **“ArgoSat”** means ArgoSat Consulting, LLC as well as any of its present or former agents, affiliates, controlled subsidiaries, officers, directors, managers, principals, members, employees, independent contractors, advisory board members, financial advisors, partners, attorneys, accountants, investment bankers, consultants, representatives, and other professionals, each in their capacity as such, and all other persons acting or purporting to act on its behalf, including, but not limited to, Richard Davis.

6. “**Centerbridge**” means Centerbridge Partners, LP, its affiliates named as Commitment Parties under the Amended ECA, and Wachtell, Lipton, Rosen & Katz when acting on behalf of Centerbridge Partners, LP and its Commitment Parties under the Amended ECA and/or the ECA (as defined below).

7. “**Communication**” means any oral or written utterance, notation, or statement of any nature whatsoever between or among two or more persons, by or to whomsoever made, and including without limitation, correspondence, documents, conversations, dialogues, discussions, e-mail, interviews, consultations, agreements, and other understandings.

8. The terms “**Document**” or “**Documents**” means any printed, written, typed, recorded, transcribed, taped, photographic, or graphic matter, however produced or reproduced, including, but not limited to: any letter, correspondence, or communication of any sort; film, print or negative of photograph; sound recording; video recording; note, notebook, diary, calendar, minutes, memorandum, contract, or agreement and any amendment thereto; telex, telegram, or cable; summary, report or record of telephone conversation, voice mail or voice mail back-up, personal conversation, discussion, interview, meeting, conference, investigation, negotiation, act, or activity; projection, work paper, or draft; computer or computer network output or input, hard or floppy disc, e-mail, magnetic and/or optical medias, archived or back up data on any of these medias, and documents that have been deleted but are recoverable from any of these medias; opinion or report of consultant; request, order, invoice, or bill of lading; analysis, diagram, map, index, sketch, drawing, plan, chart, manual, brochure, pamphlet, advertisement, circular, newspaper or magazine clipping, or press release; receipt, journal, ledger, schedule, bill, or voucher; financial statement, statement of account, bank statement, checkbook, stubs, or register; canceled check, deposit slip, charge slip, tax return (income or other), requisition, file, study,

graph, tabulation, and any and all other writings and recording of whatever nature, whether signed or unsigned or transcribed, and any other data compilation or databases from which information can be obtained, and translated, if necessary, through detection devices in a reasonably usable form; including, without limitation, all things meeting the definition of “Documents” or “electronically stored information” set forth in Rule 34 of the Federal Rules of Civil Procedure, as incorporated by Rules 7034 and 9014 of the Federal Rules of Bankruptcy Procedure, as applicable, or meeting the definition of “writings and recordings” set forth in Rule 1001 of the Federal Rules of Evidence. Any document with any marks such as initials, comments, or notations of any kind is not deemed identical to one without such marks and is a separate document within the meaning of this term.

9. **“DPW”** means Davis Polk & Wardell LLP, in its capacity as counsel to the Ad Hoc Group.

10. **“ECA”** means (i) the Equity Commitment Agreement Among Speedcast International Limited and the Commitment Parties Hereto Dated August 12, 2020 and (ii) all schedules and exhibits to the ECA.

11. **“Effective Date”** shall have the meaning ascribed to it in the Plan (as defined below).

12. **“Greenhill”** means Greenhill & Co., LLC, in its capacity as advisors to the Ad Hoc Group or Black Diamond.

13. **“Other Unsecured Claims”** shares the meaning ascribed to it in the Amended ECA.

14. The phrase **“relating to”** and its variants means containing, constituting, considering, comprising, concerning, contemplating, evidencing, discussing, regarding,

describing, reflecting, studying, commenting or reporting on, mentioning, analyzing, referring, illustrating, evidencing, embodying, substantiating, involving, alluding or pertaining to, or bearing a reasonable connection with or relation to, in whole or in part.

15. **“Petition Date”** means April 23, 2020.

16. **“Plan”** means the Disclosure Statement For Joint Chapter 11 Plan of Speedcast International Limited and Its Debtor Affiliates, dated October 10, 2020 [ECF No. 810].

17. **“Reorganized Speedcast”** means Speedcast after the Effective Date upon emergence from these Chapter 11 Cases.

18. **“SES”** means SES S.A. as well as any of its present or former agents, affiliates, controlled subsidiaries, officers, directors, managers, principals, members, employees, independent contractors, advisory board members, financial advisors, partners, attorneys, accountants, investment bankers, consultants, representatives, and other professionals, each in their capacity as such, and all other persons acting or purporting to act on its behalf.

19. **“Skadden”** means Skadden, Arps, Slate, Meagher & Flom LLP, in its capacity as counsel to Black Diamond in these Chapter 11 Cases.

20. **“Syndicated Facility Agreement”** means that certain syndicated facility agreement dated as of May 15, 2018, by and among Speedcast International Limited and certain of its subsidiaries as borrowers and the lenders and other parties thereto, as amended, restated, supplemented, or otherwise modified from time to time.

21. **“Trade Claims”** shares the meaning ascribed to it in the Amended ECA.

22. **“Unsecured Trade Claims”** shares the meaning ascribed to it in the Amended ECA.



23. Unless otherwise stated in the Requests, the relevant time period applicable to these Requests is from July 1, 2020, to the present.

### **INSTRUCTIONS**

The preceding Definitions apply to each of these Instructions and, for purposes of these Requests, the following Instructions shall be followed:

1. The terms “all,” “each,” and “all/each” shall be construed as all, each, and any.
2. The terms “and,” “or,” and “and/or” shall be construed either disjunctively or conjunctively as necessary to bring within the scope of the Request.
3. “Including” shall not be construed to limit the scope of any Request.
4. All Requests shall be deemed to include requests for any and all transmittal sheets, cover letters, enclosures, or any other annexes or attachments to the documents. You are to produce the original and all non-identical copies, including all drafts of each document requested. If You are not able to produce the original of any document, please produce the best available copy and all non-identical copies, including drafts. Any document that cannot be produced in full shall be produced to the fullest extent possible.
5. In accordance with Rule 34(b) of the Federal Rules, as incorporated by Rules 7034 and 9014 of the Bankruptcy Rules, as applicable, documents shall be produced as they are kept in the ordinary course of business or shall be organized and labeled to correspond with the categories in each Request. The name of the file from which it was produced, the identity of the person from whose file it was produced, and the identity of the present custodian of that file shall be set forth. All documents requested herein shall be produced electronically as tagged image file format (“**TIFF**”) or portable document format (“**PDF**”) files, except that all spreadsheets and accounting and financial data, including those created with Excel software, shall be produced in

a fully functional native form (i.e., in a linked format). Documents shall be provided in color where necessary to understand their contents.

6. A document-level text file containing extracted or OCR text shall be provided for each electronic and hard copy document.

7. Tiff and JPEG images shall be in a separate folder named “Images.” OCR and extracted text shall be in a separate folder named “Text.” All natively produced files shall be in a separate folder named “Natives.”

8. Industry standard Relativity DAT (ASCII 020 and 254 delimiters for column break and text qualifier) and Opticon (“**OPT**”) load files shall be provided.

9. The following fields and metadata shall be produced in the DAT load file for each document: BegDoc, EndDoc, Parent ID, Attachment IDs, BegAttach, EndAttach, PageCt, Email From, To, Cc, Bcc, Custodian, Date Sent, Time Sent, Email Subject, File Name, File Extension, Author, Date Created, Date Last Modified, MD5Hash, Confidentiality Designation (e.g. Confidential, Highly Confidential), Native File Path and Extracted Text Path.

10. If any meaning of any term in any Request herein is unclear to You, without waiver of the right to seek a full and complete response to the Request, You shall assume a reasonable meaning, state what the assumed meaning is, and respond to the Request according to the assumed meaning.

11. In accordance with Rule 34 of the Federal Rules, as incorporated by Rules 7034 and 9014 of the Bankruptcy Rules, as applicable, objections to any part of these Requests shall be stated in full and with specificity. In the event You interpose an objection to a Request, You must produce the documents to which objection is not made or provide testimony or information not objected to, as the case may be.

12. Each Request shall be deemed continuing so as to require prompt supplementation if You obtain, generate, or discover additional documents or information. If, after responding, You obtain or become aware of any additional documents or information responsive to these Requests, production of such additional documents or information shall be made forthwith as required by Rule 26 of the Federal Rules, as incorporated by Rules 7026 and 9014 of the Bankruptcy Rules, as applicable.

13. In the event any Document is withheld on a claim of attorney/client privilege, other privilege, or work-product immunity, pursuant to Federal Rule of Civil Procedure 26(b)(5), as applied to this proceeding by Bankruptcy Rule 7026, provide a detailed privilege log that describes the nature and basis for Your claim and the subject matter of the Document withheld, in a manner sufficient to disclose facts upon which You rely in asserting Your claim, and to permit the grounds and reasons for withholding the Document to be identified. The privilege log should at minimum include (i) the type of document, (ii) date, (iii) author(s), (iii) recipient(s), (iv) general subject matter, (v) the type of privilege asserted or reason for withholding, and (vi) the basis for asserting privilege.

14. Whenever necessary to bring within the scope of a Request, documents or information that might otherwise be construed to be outside its scope:

- a. The use of a verb in any tense shall be construed as the use of that verb in all other tenses;
- b. The use of a word in its singular form shall be deemed to include within its use the plural form, and vice versa;
- c. The use of the masculine form of a noun or pronoun shall include the feminine form, and vice versa; and
- d. The use of the conjunctive or disjunctive, respectively, shall be construed as necessary to be inclusive rather than exclusive.

15. Each paragraph, subparagraph, clause, and word therein should be construed independently and not by reference to any other paragraph, subparagraph, clause or word herein for purposes of limitation.

**DOCUMENTS REQUESTED**

1. Your communications with any person other than the Debtors concerning the Amended ECA and/or the ECA. For avoidance of doubt, this Request includes internal communications as well as communications between and among Black Diamond, Centerbridge, SES, Skadden, DPW, ArgoSat, Greenhill, and/or any financial advisor or expert acting on the Ad Hoc Group's or Black Diamond's behalf.

2. Your communications with any person other than the Debtors concerning the Reorganization Plan contemplated by the Amended ECA. For avoidance of doubt, this Request includes internal communications as well as communications between and among Black Diamond, Centerbridge, SES, Skadden, DPW, ArgoSat, Greenhill, and/or any financial advisor or expert acting on the Ad Hoc Group's or Black Diamond's behalf.

3. To the extent not requested above, Your communications with any person other than the Debtors concerning the Plan. For avoidance of doubt, this Request includes internal communications as well as communications between and among Black Diamond, Centerbridge, SES, Skadden, DPW, ArgoSat, Greenhill and/or any financial advisor or expert acting on the Ad Hoc Group's or Black Diamond's behalf.

4. Documents sufficient to show any proposed plan of reorganization or plan term sheet for the Debtors that You have prepared, shared with any third party and/or considered.

5. Documents sufficient to show any due diligence, research, investigation, analysis, or evaluation performed by You, or on Your behalf, in determining the value of any restructuring

proposal proposed by Centerbridge concerning the Debtors, including, but not limited to, documents comparing any Centerbridge restructuring proposal to any Black Diamond restructuring proposal or alternative concerning the Debtors.

6. Any term sheet, draft agreement, or other proposal exchanged between Black Diamond and any other person concerning any restructuring proposal or alternative for the Debtors.

7. Documents sufficient to show any treatment of, or proposed distribution to, general unsecured creditors under any plan of reorganization proposed by Black Diamond including, but not limited to, communications between Black Diamond and any person other than the Debtors.

8. Your communications with any person other than the Debtors concerning any section 363 sale process of the Debtors' assets.

9. Documents, including communications between Black Diamond and any person other than the Debtors, sufficient to show any due diligence, research, investigation, analysis, or evaluation performed by You, or on Your behalf, in contemplating and/or determining any form of governance of a Reorganized Speedcast or acquisition entity concerning the Debtors.

10. Documents and Communications sufficient to show Your opinions, analyses, or other calculations reflecting or related to:

- a. the Debtors' total enterprise value as of the Petition Date;
- b. the Debtors' total enterprise value at emergence;
- c. the Debtors' total enterprise value as of any other date You contend is relevant to any proposed plan of reorganization proposed by Black Diamond;
- d. the value of the Prepetition Collateral on the Petition Date; and

- e. the value of the Debtors' Prepetition Collateral on any other date You contend is relevant to any proposed plan of reorganization proposed by Black Diamond.

The time period for this Request is from the Petition Date to present.

11. Any Documents or Communications You relied upon in reaching the opinions, analyses, or other calculations related to Request No. 10 above. The time period for this Request is from the Petition Date to present.

12. Any expert report or any other Document that reflects any opinions, analyses, or other calculations related to Your valuation of the Debtors' assets. The time period for this Request is from the Petition Date to present.

13. Any agreement(s) between Black Diamond and any expert(s), including, but not limited to, ArgoSat, sufficient to show the scope of Your engagement with such expert(s) in these Chapter 11 Cases, including, but not limited to, any retention, engagement, or fee agreement. No date limitation applies to this Request.

14. Any Documents or Communications You contend form any basis to reject the Plan. No date limitation applies to this Request.

15. Documents sufficient to show the aggregate principal amount of Your holdings under the Syndicated Facility Agreement, including any principal amount held, directly or indirectly, as legal or beneficial owner, or as nominee, investment manager, advisor or subadvisor for the beneficial owner. This includes, but is not limited to, any participation agreement, voting agreement, cooperation agreement, option agreement, right of first purchase or first refusal, or other similar arrangement between You and any other person including the principal amount of loans under the Syndicated Facility Agreement subject to such arrangement. This Request seeks

information previously requested by email to Your counsel on August 21, 2020 and reiterated by emails on August 24, 2020.

16. Text messages, chat history from any chat applications, and emails of Black Diamond representatives Ethan Auerbach, Stephen H. Deckoff, Philip Mulé, and Adam Tarkan that are responsive to the foregoing Requests, regardless of whether such text messages, chat history, or emails are stored in Black Diamond-issued or external devices and accounts.

Dated: October 12, 2020  
Dallas, Texas

/s/ Paul R. Genender  
WEIL, GOTSHAL & MANGES LLP  
Alfredo R. Pérez (15776275)  
Brenda L. Funk (24012664)  
Stephanie N. Morrison (admitted *pro hac vice*)  
700 Louisiana Street, Suite 1700  
Houston, Texas 77002  
Telephone: (713) 546-5000  
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-and-

WEIL, GOTSHAL & MANGES LLP  
Gary T. Holtzer (admitted *pro hac vice*)  
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-and-

WEIL, GOTSHAL & MANGES LLP  
Paul R. Genender (00790758)  
Amanda Pennington Prugh (24083646)  
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Amanda.PenningtonPrugh@weil.com  
Jake.Rutherford@weil.com

*Attorneys for Debtors  
and Debtors in Possession*



**Certificate of Service**

I hereby certify that, on October 12, 2020, a true and correct copy of the foregoing document was served on the following counsel of record for Black Diamond Capital Management, L.L.C.:

<b>SKADDEN, ARPS, SLATE, MEAGHER &amp; FLOM LLP</b> Wallis M. Hampton Attorney-in-Charge State Bar No. 00784199 Federal Bar No. 16123 1000 Louisiana Street, Suite 6800 Houston, Texas 77002 Telephone: (713) 655-5116 Fax: (713) 483-9116  <i>Attorneys for Black Diamond Capital Management, L.L.C.</i>	<b>SKADDEN, ARPS, SLATE, MEAGHER &amp; FLOM LLP</b> Ron E. Meisler (admitted <i>pro hac vice</i> ) Albert L. Hogan III (admitted <i>pro hac vice</i> ) Amy Van Gelder (admitted <i>pro hac vice</i> ) Christopher M. Dressel (admitted <i>pro hac vice</i> ) 155 North Wacker Drive Chicago, Illinois 60606 Telephone: (312) 407-0700 Fax: (312) 407-0411  <i>Attorneys for Black Diamond Capital Management, L.L.C.</i>
<b>SKADDEN, ARPS, SLATE, MEAGHER &amp; FLOM LLP</b> Carl. T Tullson (admitted <i>pro hac vice</i> ) 920 North King Street Wilmington, Delaware 19801 Telephone: (302) 651-3000 Fax: (302) 651-3001  <i>Attorneys for Black Diamond Capital Management, L.L.C.</i>	

/s/ Paul R. Genender

Paul R. Genender

# ***EXHIBIT 2***

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

<b>In re:</b>  <b>SPEEDCAST INTERNATIONAL LIMITED, <i>et al.</i>,</b>  <b>Debtors.<sup>1</sup></b>	<b>§ § § § § § § § §</b>	<b>Chapter 11</b>   <b>Case No. 20-32243 (MI)</b>  <b>(Jointly Administered)</b>
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**DEBTORS' FIRST SUPPLEMENTAL REQUESTS FOR PRODUCTION TO  
BLACK DIAMOND CAPITAL MANAGEMENT, L.L.C.**

Pursuant to Rules 26 and 34 of the Federal Rules of Civil Procedure (the “**Federal Rules**”), made applicable to the above-captioned chapter 11 cases (“**Chapter 11 Cases**”) by Rules 7026, 7034, and 9014 of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”), and the Bankruptcy Local Rules of the United States Bankruptcy Court for the Southern District of Texas (the “**Local Rules**”), SpeedCast International Limited and its debtor affiliates in these Chapter 11 Cases, as debtors and debtors in possession (collectively, “**Speedcast**” or the “**Debtors**”), by their undersigned counsel, request that Black Diamond Capital Management, L.L.C. (“**Black Diamond**”) produce the documents and information described herein for inspection and copying (collectively, the “**Requests**,” and each, a “**Request**”) at the offices of Weil, Gotshal & Manges LLP, 700 Louisiana Street, Suite 1700, Houston, Texas 77002 or at another mutually-agreeable location, on an immediate and rolling basis with such production to be completed on or before October 23, 2020.

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<sup>1</sup> A complete list of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors’ proposed claims and noticing agent at <http://www.kccllc.net/speedcast>. The Debtors’ service address for the purposes of these chapter 11 cases is 4400 S. Sam Houston Parkway East, Houston, Texas 77048.

## **DEFINITIONS**

For the purposes of the Requests, please use the following definitions and instructions, which apply to each Request. The definitions apply and shall be construed in the broadest sense permitted by the Federal Rules, the Bankruptcy Rules, the Local Rules, or any other applicable rules and law.

1. “**You,**” “**Your,**” and “**Black Diamond**” means Black Diamond Capital Management, L.L.C. as well as any of its present or former agents, affiliates, controlled subsidiaries, officers, directors, managers, principals, members, employees, independent contractors, advisory board members, financial advisors, partners, attorneys, accountants, investment bankers, consultants, representatives, and other professionals, each in their capacity as such, and all other persons acting or purporting to act on its behalf.

2. “**Communication**” means any oral or written utterance, notation, or statement of any nature whatsoever between or among two or more persons, by or to whomsoever made, and including without limitation, correspondence, documents, conversations, dialogues, discussions, e-mail, interviews, consultations, agreements, and other understandings.

3. The terms “**Document**” or “**Documents**” means any printed, written, typed, recorded, transcribed, taped, photographic, or graphic matter, however produced or reproduced, including, but not limited to: any letter, correspondence, or communication of any sort; film, print or negative of photograph; sound recording; video recording; note, notebook, diary, calendar, minutes, memorandum, contract, or agreement and any amendment thereto; telex, telegram, or cable; summary, report or record of telephone conversation, voice mail or voice mail back-up, personal conversation, discussion, interview, meeting, conference, investigation, negotiation, act, or activity; projection, work paper, or draft; computer or computer network output or input, hard

or floppy disc, e-mail, magnetic and/or optical medias, archived or back up data on any of these medias, and documents that have been deleted but are recoverable from any of these medias; opinion or report of consultant; request, order, invoice, or bill of lading; analysis, diagram, map, index, sketch, drawing, plan, chart, manual, brochure, pamphlet, advertisement, circular, newspaper or magazine clipping, or press release; receipt, journal, ledger, schedule, bill, or voucher; financial statement, statement of account, bank statement, checkbook, stubs, or register; canceled check, deposit slip, charge slip, tax return (income or other), requisition, file, study, graph, tabulation, and any and all other writings and recording of whatever nature, whether signed or unsigned or transcribed, and any other data compilation or databases from which information can be obtained, and translated, if necessary, through detection devices in a reasonably usable form; including, without limitation, all things meeting the definition of “Documents” or “electronically stored information” set forth in Rule 34 of the Federal Rules of Civil Procedure, as incorporated by Rules 7034 and 9014 of the Federal Rules of Bankruptcy Procedure, as applicable, or meeting the definition of “writings and recordings” set forth in Rule 1001 of the Federal Rules of Evidence. Any document with any marks such as initials, comments, or notations of any kind is not deemed identical to one without such marks and is a separate document within the meaning of this term.

4. “**KVH**” means KVH Industries, Inc. as well as any of its present or former agents, affiliates, controlled subsidiaries, officers, directors, managers, principals, members, employees, independent contractors, advisory board members, financial advisors, partners, attorneys, accountants, investment bankers, consultants, representatives, and other professionals, each in their capacity as such, and all other persons acting or purporting to act on its behalf.

5. The phrase “**relating to**” and its variants means containing, constituting, considering, comprising, concerning, contemplating, evidencing, discussing, regarding, describing, reflecting, studying, commenting or reporting on, mentioning, analyzing, referring, illustrating, evidencing, embodying, substantiating, involving, alluding or pertaining to, or bearing a reasonable connection with or relation to, in whole or in part.

6. “**SES**” means SES S.A. as well as any of its present or former agents, affiliates, controlled subsidiaries, officers, directors, managers, principals, members, employees, independent contractors, advisory board members, financial advisors, partners, attorneys, accountants, investment bankers, consultants, representatives, and other professionals, each in their capacity as such, and all other persons acting or purporting to act on its behalf.

7. “**Skadden**” means Skadden, Arps, Slate, Meagher & Flom LLP, in its capacity as counsel to Black Diamond in these Chapter 11 Cases.

8. “**Syndicated Facility Agreement**” means that certain syndicated facility agreement dated as of May 15, 2018, by and among Speedcast International Limited and certain of its subsidiaries as borrowers and the lenders and other parties thereto, as amended, restated, supplemented, or otherwise modified from time to time.

9. Unless otherwise stated in the Requests, the relevant time period applicable to these Requests is from July 1, 2020, to the present.

### **INSTRUCTIONS**

The preceding Definitions apply to each of these Instructions and, for purposes of these Requests, the following Instructions shall be followed:

1. The terms “all,” “each,” and “all/each” shall be construed as all, each, and any.

2. The terms “and,” “or,” and “and/or” shall be construed either disjunctively or conjunctively as necessary to bring within the scope of the Request.

3. “Including” shall not be construed to limit the scope of any Request.

4. All Requests shall be deemed to include requests for any and all transmittal sheets, cover letters, enclosures, or any other annexes or attachments to the documents. You are to produce the original and all non-identical copies, including all drafts of each document requested. If You are not able to produce the original of any document, please produce the best available copy and all non-identical copies, including drafts. Any document that cannot be produced in full shall be produced to the fullest extent possible.

5. In accordance with Rule 34(b) of the Federal Rules, as incorporated by Rules 7034 and 9014 of the Bankruptcy Rules, as applicable, documents shall be produced as they are kept in the ordinary course of business or shall be organized and labeled to correspond with the categories in each Request. The name of the file from which it was produced, the identity of the person from whose file it was produced, and the identity of the present custodian of that file shall be set forth. All documents requested herein shall be produced electronically as tagged image file format (“**TIFF**”) or portable document format (“**PDF**”) files, except that all spreadsheets and accounting and financial data, including those created with Excel software, shall be produced in a fully functional native form (i.e., in a linked format). Documents shall be provided in color where necessary to understand their contents.

6. A document-level text file containing extracted or OCR text shall be provided for each electronic and hard copy document.

7. Tiff and JPEG images shall be in a separate folder named “Images.” OCR and extracted text shall be in a separate folder named “Text.” All natively produced files shall be in a separate folder named “Natives.”

8. Industry standard Relativity DAT (ASCII 020 and 254 delimiters for column break and text qualifier) and Opticon (“**OPT**”) load files shall be provided.

9. The following fields and metadata shall be produced in the DAT load file for each document: BegDoc, EndDoc, Parent ID, Attachment IDs, BegAttach, EndAttach, PageCt, Email From, To, Cc, Bcc, Custodian, Date Sent, Time Sent, Email Subject, File Name, File Extension, Author, Date Created, Date Last Modified, MD5Hash, Confidentiality Designation (e.g. Confidential, Highly Confidential), Native File Path and Extracted Text Path.

10. If any meaning of any term in any Request herein is unclear to You, without waiver of the right to seek a full and complete response to the Request, You shall assume a reasonable meaning, state what the assumed meaning is, and respond to the Request according to the assumed meaning.

11. In accordance with Rule 34 of the Federal Rules, as incorporated by Rules 7034 and 9014 of the Bankruptcy Rules, as applicable, objections to any part of these Requests shall be stated in full and with specificity. In the event You interpose an objection to a Request, You must produce the documents to which objection is not made or provide testimony or information not objected to, as the case may be.

12. Each Request shall be deemed continuing so as to require prompt supplementation if You obtain, generate, or discover additional documents or information. If, after responding, You obtain or become aware of any additional documents or information responsive to these Requests, production of such additional documents or information shall be made forthwith as



required by Rule 26 of the Federal Rules, as incorporated by Rules 7026 and 9014 of the Bankruptcy Rules, as applicable.

13. In the event any Document is withheld on a claim of attorney/client privilege, other privilege, or work-product immunity, pursuant to Federal Rule of Civil Procedure 26(b)(5), as applied to this proceeding by Bankruptcy Rule 7026, provide a detailed privilege log that describes the nature and basis for Your claim and the subject matter of the Document withheld, in a manner sufficient to disclose facts upon which You rely in asserting Your claim, and to permit the grounds and reasons for withholding the Document to be identified. The privilege log should at minimum include (i) the type of document, (ii) date, (iii) author(s), (iii) recipient(s), (iv) general subject matter, (v) the type of privilege asserted or reason for withholding, and (vi) the basis for asserting privilege.

14. Whenever necessary to bring within the scope of a Request, documents or information that might otherwise be construed to be outside its scope:

- a. The use of a verb in any tense shall be construed as the use of that verb in all other tenses;
- b. The use of a word in its singular form shall be deemed to include within its use the plural form, and vice versa;
- c. The use of the masculine form of a noun or pronoun shall include the feminine form, and vice versa; and
- d. The use of the conjunctive or disjunctive, respectively, shall be construed as necessary to be inclusive rather than exclusive.

15. Each paragraph, subparagraph, clause, and word therein should be construed independently and not by reference to any other paragraph, subparagraph, clause or word herein for purposes of limitation.

**DOCUMENTS REQUESTED**

17. Any documents created by or for Black Diamond, including any documents posted in a data room maintained by Black Diamond, which reflect Your offer to existing lenders under the Syndicated Facility Agreement to participate in an 18% payment-in-kind (PIK) preferred instrument.

18. Your communications with any third party (other than the Debtors) for the Debtors' assets in these Chapter 11 Cases, including, but not limited to, Your communications with SES, KVH, or any other potential bidders. No date limitation applies to this Request.

Dated: October 13, 2020  
Dallas, Texas

/s/ Paul R. Genender  
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*Attorneys for Debtors  
and Debtors in Possession*

**Certificate of Service**

I hereby certify that, on October 13, 2020, a true and correct copy of the foregoing document was served on the following counsel of record for Black Diamond Capital Management, L.L.C.:

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/s/ Paul R. Genender  
Paul R. Genender

# ***EXHIBIT 3***

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

**In re:**

**SPEEDCAST INTERNATIONAL  
LIMITED, *et al.*,**

**Debtors.<sup>1</sup>**

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§

**Chapter 11**

**Case No. 20-32243 (MI)**

**Jointly Administered**

**BLACK DIAMOND CAPITAL MANAGEMENT, L.L.C.'S RESPONSES AND  
OBJECTIONS TO THE DEBTORS' DISCOVERY REQUESTS**

Pursuant to Rules 26 and 34 of the Federal Rules of Civil Procedure, made applicable by Rules 7026, 7034, and 9014 of the Federal Rules of Bankruptcy Procedure, Black Diamond Management, LLC ("Black Diamond") hereby responds and objects to the Debtors' Requests for the Production of Documents and Supplemental Requests (collectively, the "Requests") dated October 12 and 13, respectively.

**General Objections**

Black Diamond objects to the Requests because they exceed the scope of permissible discovery in contested matters, and require the production of information that is not relevant to issues currently before the Court in these Chapter 11 Cases. The Bankruptcy Rules do not grant Debtors broad authority to seek discovery from any party on any subject. Rather, pursuant to Bankruptcy Rule 9014, discovery is made available in contested matters.<sup>2</sup> That discovery is

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<sup>1</sup> A complete list of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' claims and noticing agent at <http://www.kccllc.net/speedcast>. The Debtors' service address for the purposes of these chapter 11 cases is 4400 S. Sam Houston Parkway East, Houston, Texas 77048.

<sup>2</sup> The Debtors issued these requests pursuant to Bankruptcy Rule 9014, which applies in contested matters.

limited by the relevancy standard in Federal Rule of Civil Procedure 26, and does not allow discovery “for the purpose of determining whether or not there may be a factual basis for a claim... not [yet] made.” *In re Energy Future Holdings Corp.*, 513 B.R. 651, 656 (Bankr. D. Del. 2014) (citation omitted) (declining to allow discovery of non-parties’ internal valuations); *see also In re Flambeaux Gas & Elec. Lights, LLC*, No. 18-11979, 2019 WL 2337098, at \*4 (Bankr. E.D. La. May 31, 2019) (discovery in contested matters “must fit within the strictures of Bankruptcy Rule 7026”).

Black Diamond also generally objects to the Requests as follows:

1. Black Diamond objects to the Requests to the extent they seek information that is covered by the attorney-client privilege, the work product doctrine, or any other applicable privilege. Black Diamond will not disclose such information, nor search for or produce such documents, and inadvertent disclosure or production is not a waiver of any privilege or immunity.
2. Black Diamond objects to the Requests because they are vague, overly broad, and request “documents” and “communications” without limitation. Responding to the Requests as drafted would impose a burden on Black Diamond that is not proportional to the needs of these Chapter 11 Cases.
3. Black Diamond objects to the Requests to the extent that they assume the existence of facts that do not exist and the occurrence of events that did not occur, or constitute an inaccurate characterization of the facts and events. Black Diamond does not admit, adopt, or acquiesce in any factual or legal contention, assertion, characterization, or implication that is contained in the Requests.

4. Black Diamond objects to the Requests to the extent they seek information that is outside of Black Diamond's possession, custody, or control.

5. Black Diamond objects to the Requests to the extent they seek internal Black Diamond communications, and/or Black Diamond's communications with its advisors. Black Diamond will not search for, review, or produce any internal communications in response to the Requests.

6. Black Diamond objects to Definition No. 23 as overbroad and unduly burdensome to the extent it requires the production of documents from July 1, 2020, to the present.

7. Black Diamond objects to Instruction No. 13 to the extent it requires the production of a "detailed privilege log." In the event that Black Diamond withholds materials on the basis of privilege, Black Diamond will produce a privilege log sufficient to identify the withheld materials.

### **Specific Objections**

Subject to the General Objections above, Black Diamond further objects and responds to the Requests as follows:

#### **Document Request No. 1:**

Your communications with any person other than the Debtors concerning the Amended ECA and/or the ECA. For avoidance of doubt, this Request includes internal communications as well as communications between and among Black Diamond, Centerbridge, SES, Skadden, DPW, ArgoSat, Greenhill, and/or any financial advisor or expert acting on the Ad Hoc Group's or Black Diamond's behalf.

#### **Response to Document Request No. 1:**

Black Diamond objects to this request because it is overbroad and imposes a burden on Black Diamond that is not proportional to the needs of this matter. Moreover, Black Diamond's communications related to the ECA are not relevant to contested matters currently before the



Court in these Chapter 11 proceedings. Black Diamond will not produce any documents in response to Request No. 1.

Document Request No. 2:

Your communications with any person other than the Debtors concerning the Reorganization Plan contemplated by the Amended ECA. For avoidance of doubt, this Request includes internal communications as well as communications between and among Black Diamond, Centerbridge, SES, Skadden, DPW, ArgoSat, Greenhill, and/or any financial advisor or expert acting on the Ad Hoc Group's or Black Diamond's behalf.

Response to Document Request No. 2:

Black Diamond objects to this request because it is overbroad, and responding to this request would impose a burden on Black Diamond that is not proportional to the needs of these Chapter 11 Cases. Black Diamond will not produce any documents in response to Request No. 2.

Document Request No. 3:

To the extent not requested above, Your communications with any person other than the Debtors concerning the Plan. For avoidance of doubt, this Request includes internal communications as well as communications between and among Black Diamond, Centerbridge, SES, Skadden, DPW, ArgoSat, Greenhill and/or any financial advisor or expert acting on the Ad Hoc Group's or Black Diamond's behalf.

Response to Document Request No. 3:

Black Diamond objects to this request because it is overbroad, and responding to this request would impose a burden on Black Diamond that is not proportional to the needs of these Chapter 11 Cases. Black Diamond will not produce any documents in response to Request No. 3.

Document Request No. 4:

Documents sufficient to show any proposed plan of reorganization or plan term sheet for the Debtors that You have prepared, shared with any third party and/or considered.

Response to Document Request No. 4:

Black Diamond objects to this request because finalized term sheets responsive to this Request have been shared with, and rejected by, the Debtors. Thus, the materials requested are already in the Debtors' possession. To the extent prior drafts were exchanged with parties other than the Debtors, the burden of searching and producing materials related to these rejected proposals is not proportional to the needs of these Chapter 11 Cases. Black Diamond will not produce any documents in response to Request No. 4.

Document Request No. 5:

Documents sufficient to show any due diligence, research, investigation, analysis, or evaluation performed by You, or on Your behalf, in determining the value of any restructuring proposal proposed by Centerbridge concerning the Debtors, including, but not limited to, documents comparing any Centerbridge restructuring proposal to any Black Diamond restructuring proposal or alternative concerning the Debtors.

Response to Document Request No. 5:

Black Diamond objects to this request because Black Diamond's internal valuation analyses are neither relevant to, nor discoverable in, these Chapter 11 Cases. Black Diamond also objects to this request because it seeks privileged information, and because responding to this request would impose a burden on Black Diamond that is not proportional to the needs of this matter. Black Diamond will not produce any documents in response to Request No. 5.

Document Request No. 6:

Any term sheet, draft agreement, or other proposal exchanged between Black Diamond and any other person concerning any restructuring proposal or alternative for the Debtors.

Response to Document Request No. 6:

Black Diamond objects to this request because finalized term sheets responsive to this Request have been proposed to the Debtors. To the extent prior drafts were exchanged with

parties other than the Debtors, the burden of searching and producing materials related to these rejected proposals is not proportional to the needs of these Chapter 11 Cases. Black Diamond will not produce any documents in response to Request No. 6.

Document Request No. 7:

Documents sufficient to show any treatment of, or proposed distribution to, general unsecured creditors under any plan of reorganization proposed by Black Diamond including, but not limited to, communications between Black Diamond and any person other than the Debtors.

Response to Document Request No. 7:

Black Diamond objects to this request because the proposed treatment of general unsecured creditors in plans previously proposed by Black Diamond is not relevant to the contested matters currently before the Court. Black Diamond also objects to this request because, to the extent Black Diamond has proposed any plans of reorganization, such information is already in the Debtors possession. Black Diamond will not produce any documents in response to Request No. 7.

Document Request No. 8:

Your communications with any person other than the Debtors concerning any section 363 sale process of the Debtors' assets.

Response to Document Request No. 8:

Black Diamond objects to this request because it is overbroad and imposes a burden on Black Diamond that is not proportional to the needs of these Chapter 11 Cases. Black Diamond further objects to this request because it has submitted its proposals for a 363 Sale to the Debtors, and has extensively requested to communicate with Debtors regarding such proposals. As the Debtors have declined to consider moving forward with a 363 sale process, Black Diamond's

communications on this topic are not relevant. Black Diamond will not produce any documents in response to Request No. 8.

Document Request No. 9:

Documents, including communications between Black Diamond and any person other than the Debtors, sufficient to show any due diligence, research, investigation, analysis, or evaluation performed by You, or on Your behalf, in contemplating and/or determining any form of governance of a Reorganized Speedcast or acquisition entity concerning the Debtors.

Response to Document Request No. 9:

Black Diamond objects to this request because it seeks privileged information. Moreover, Black Diamond's internal analyses or evaluations concerning the form of governance of a Reorganized Speedcast is neither relevant nor an appropriate subject of discovery. Black Diamond will not produce any documents in response to Request No. 9.

Document Request No. 10:

Documents and Communications sufficient to show Your opinions, analyses, or other calculations reflecting or related to:

- a. the Debtors' total enterprise value as of the Petition Date;
- b. the Debtors' total enterprise value at emergence;
- c. the Debtors' total enterprise value as of any other date You contend is relevant to any proposed plan of reorganization proposed by Black Diamond;
- d. the value of the Prepetition Collateral on the Petition Date; and
- e. the value of the Debtors' Prepetition Collateral on any other date You contend is relevant to any proposed plan of reorganization proposed by Black Diamond. The time period for this Request is from the Petition Date to present.

Response to Document Request No. 10:

Black Diamond objects to this request because the information sought is privileged. Black Diamond also objects to this request because it, and the time period "the petition date to present" are overbroad and searching for, reviewing, and producing the requested materials would impose a burden on Black Diamond that is not proportional to the needs of these Chapter

11 Cases. Black Diamond will not produce any documents in response to Request No. 10. To the extent Black Diamond intends to rely on its expert's valuations, it will present testimony and supporting documents in accordance with the Federal Rules of Bankruptcy Procedure and related Local Rules.

Document Request No. 11:

Any Documents or Communications You relied upon in reaching the opinions, analyses, or other calculations related to Request No. 10 above. The time period for this Request is from the Petition Date to present.

Response to Document Request No. 11:

Black Diamond objects to this request because the information sought is privileged. Black Diamond also requests to this request because the time period of "the Petition Date to present" is overbroad, and producing documents consistent with this instruction would impose a burden on Black Diamond that is not proportional to the needs of these Chapter 11 Cases. Black Diamond will not produce any documents in response to Request No. 11. To the extent Black Diamond intends to rely on its expert's valuations, it will present testimony and supporting documents in accordance with the Federal Rules of Bankruptcy Procedure and related Local Rules.

Document Request No. 12:

Any expert report or any other Document that reflects any opinions, analyses, or other calculations related to Your valuation of the Debtors' assets. The time period for this Request is from the Petition Date to present.

Response to Document Request No. 12:

Black Diamond objects to this request because the information sought is privileged. Black Diamond also requests to this request because the time period of "the Petition Date to

present” is overbroad, and producing documents consistent with this instruction would impose a burden on Black Diamond that is not proportional to the needs of these Chapter 11 Cases. Black Diamond also objects to this request because it exceeds the scope of discovery available in contested matters under Bankruptcy Rule 9014, which excludes from its applicable provisions Federal Rule of Civil Procedure 26(a)(2), including the automatic disclosure of expert reports. Black Diamond will not produce any documents in response to Request No. 12. To the extent Black Diamond intends to rely on the testimony of experts, it will disclose related expert reports pursuant to Local Bankruptcy Rule 9013-2(g).

Document Request No. 13:

Any agreement(s) between Black Diamond and any expert(s), including, but not limited to, ArgoSat, sufficient to show the scope of Your engagement with such expert(s) in these Chapter 11 Cases, including, but not limited to, any retention, engagement, or fee agreement. No date limitation applies to this Request.

Response to Document Request No. 13:

Black Diamond objects to this request because it seeks information that is not relevant to any contested matter in these Chapter 11 Cases. Black Diamond will not produce any documents in response to Request No. 13.

Document Request No. 14:

Any Documents or Communications You contend form any basis to reject the Plan. No date limitation applies to this Request.

Response to Document Request No. 14:

Black Diamond objects to this request because it seeks privileged information, is premature, and because it exceeds Black Diamond’s obligations under the Federal Rules of Bankruptcy Procedure and Local Bankruptcy Rules. Black Diamond also objects to this request

because seeking documents without a date limitation is overbroad, and producing documents consistent with this instruction would impose a burden on Black Diamond that is not proportional to the needs of these Chapter 11 Cases. Black Diamond will not produce any documents in response to Request No. 14. Black Diamond will submit documents it intends to on in support of its objections as exhibits to filings, or in advance of scheduled hearings, in conformity with the Federal Rules of Bankruptcy Procedure and related Local Rules.

Document Request No. 15:

Documents sufficient to show the aggregate principal amount of Your holdings under the Syndicated Facility Agreement, including any principal amount held, directly or indirectly, as legal or beneficial owner, or as nominee, investment manager, advisor or subadvisor for the beneficial owner. This includes, but is not limited to, any participation agreement, voting agreement, cooperation agreement, option agreement, right of first purchase or first refusal, or other similar arrangement between You and any other person including the principal amount of loans under the Syndicated Facility Agreement subject to such arrangement. This Request seeks information previously requested by email to Your counsel on August 21, 2020 and reiterated by emails on August 24, 2020.

Response to Document Request No. 15:

Subject to the General Objections, Black Diamond will produce documents sufficient to show the aggregate principal amount of its holdings under the Syndicated Facility Agreement.

Document Request No. 16:

Text messages, chat history from any chat applications, and emails of Black Diamond representatives Ethan Auerbach, Stephen H. Deckoff, Philip Mule, and Adam Tarkan that are responsive to the foregoing Requests, regardless of whether such text messages, chat history, or emails are stored in Black Diamond-issued or external devices and accounts.

Response to Document Request No. 16:

Black Diamond objects to this request because searching for and collecting text messages and materials from chat applications imposes a burden and expense on Black Diamond that is not commensurate with Black Diamond's position as a creditor, and is not proportional to the needs

of these Chapter 11 Cases. Black Diamond also objects to this Request to the extent it seeks materials responsive to the “foregoing requests”, and incorporates by reference its objections to Requests 1-15. Black Diamond will not produce any documents in response to Request No. 16.

Document Request No. 17:

Any documents created by or for Black Diamond, including any documents posted in a data room maintained by Black Diamond, which reflect Your offer to existing lenders under the Syndicated Facility Agreement to participate in an 18% payment-in-kind (PIK) preferred instrument.

Response to Document Request No. 17:

Black Diamond objects to this request because it is overly broad and imposes a burden on Black Diamond that is not proportional to the needs of these Chapter 11 Cases. Black Diamond also objects to this request because it seeks information that is not relevant to the contested matter currently before the Court in these Chapter 11 Cases. Black Diamond will not produce any documents in response to Request No. 17, and notes that information concerning proposed funding will be included in any bid or indication of interest that Black Diamond submits pursuant to the Plan Sponsor Selection Procedures.

Document Request No. 18:

Your communications with any third party (other than the Debtors) for the Debtors’ assets in these Chapter 11 Cases, including, but not limited to, Your communications with SES, KVH, or any other potential bidders. No date limitation applies to this Request.

Response to Document Request No. 18:

Black Diamond objects to this request because it is confusing. Black Diamond seeks clarification regarding what is meant by “communications... for the Debtors’ assets.” Black Diamond also objects to this request because it seeks materials without a date limitation, and producing documents consistent with this overbroad instruction would impose a burden on Black



Diamond that is not proportional to the needs of these Chapter 11 Cases. Black Diamond will not produce any documents in response to Request No. 18.

Dated: Houston, Texas  
October 22, 2020

SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP

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*Attorneys for Black Diamond Capital Management, L.L.C.*

**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that on October 22, 2020, a true and correct copy of the foregoing was served via electronic mail on the following counsel:

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/s/ Elizabeth Simon  
Elizabeth Simon

# ***EXHIBIT 4***

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October 29, 2020

***Via E-Mail – alhogan@skadden.com***

Mr. Al Hogan  
SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP  
155 North Wacker Drive  
Chicago, Illinois 60606-1720

**Re: *In re Speedcast International Limited, et al*; Case No. 20-32243 (MI) pending in  
the United States Bankruptcy Court for the Southern District of Texas,  
Houston Division**

Dear Al:

I write as a follow up to our October 26, 2020 meet and confer (the “**Meet and Confer**”) regarding Black Diamond’s responses and objections (“**Objections**”) to the Debtors’ discovery requests dated October 12 and October 13 (collectively, the “**Requests**”). Despite the fact that Black Diamond has already filed objections to the Debtors’ Disclosure Statement and Black Diamond has clearly stated it intends to object to the Debtors’ proposed Plan, Black Diamond has nonetheless taken the position that it is not required to produce any documents related to the parties’ disputes because it is a creditor and not the debtor in these chapter 11 cases. Black Diamond’s position is not supported in the law or by the facts and circumstances of these chapter 11 cases.

The Debtors’ Requests seek information pursuant to Federal Rule of Bankruptcy Procedure 9014, which governs contested matters and incorporates Bankruptcy Rules 7026 and 7034 and, by extension, Federal Rules of Civil Procedure 26 and 34. Fed. R. Bankr. P. 9014(c); *see also In re Buccaneer Res., LLC*, 2015 WL 8527424, at \*6 (Bankr. S.D. Tex. Dec. 10, 2015).

Under Rule 26, “[p]arties may obtain discovery regarding any nonprivileged matter that is relevant to any party’s claim or defense.” And as many courts have explained, “relevancy is construed liberally to reach ‘any matter that bears on, or that reasonably could lead to other matter that could bear on, any issue that is or may be in the case.’” *In re Enron Corp. Sec., Derivative, & ERISA Litig.*, 623 F. Supp. 2d 798, 838 (S.D. Tex. 2009). “[U]nless it is clear that the information sought can have no possible bearing on the claim or defense of a party,” the request for discovery should be allowed. *Rangel v. Gonzalez Mascorro*, 274 F.R.D. 585, 590 (S.D. Tex. 2011). We are unaware of any precedent in the Fifth Circuit that suggests that these rules are only applicable to debtors in a bankruptcy matter. Because the Requests seek documents and communications that have far more than a “possible bearing on” the issues in this case and, more specifically, on an anticipated contested Plan confirmation, Black Diamond must produce

Mr. Al Hogan  
October 29, 2020  
Page 2

**Weil, Gotshal & Manges LLP**

them. *See id.*; *In re Zpower, LLC*, No. 20-41157-11 (Bankr. N.D. Tex. Mar. 27, 2020) [ECF No. 58] (granting, in part, chapter 11 debtor's motion to compel discovery).

The information sought in the Requests directly relate to Black Diamond's assertions, objections, and arguments (the "**Allegations**") in these Chapter 11 cases related to Plan Confirmation. Indeed, while Black Diamond contends that it is not required to produce any documents related to Plan Confirmation, Black Diamond has served numerous discovery requests on the Debtors as part of its effort to object to Plan Confirmation.<sup>1</sup>

To further highlight the relevance of the Requests and their relation to Black Diamond's Allegations, as promised during the Meet and Confer, by way of example only and without limitation, the Debtors provide the following chart, which ties each Request to Black Diamond's Allegations as follows:

<i>No.</i>	<i>Request</i>	<i>Black Diamond Allegations</i>
1	Your communications with any person other than the Debtors concerning the Amended ECA and/or the ECA. For avoidance of doubt, this Request includes internal communications as well as communications between and among Black Diamond, Centerbridge, SES, Skadden, DPW, ArgoSat, Greenhill, and/or any financial advisor or expert acting on the Ad Hoc Group's or Black Diamond's behalf.	<p><i>Limited Objection of Black Diamond Capital Management L.L.C. to Motion of Debtors Pursuant to 11 U.S.C. § 1121(d) to Extend Exclusive Periods</i> [ECF No. 667] (the "<b>Exclusivity Objection</b>") ¶¶ 1-2, 13, 16, 29.</p> <p><i>Black Diamond Capital Management, L.L.C.'s Emergency Motion for Mediation or, in the Alternative, Appointment of an Examiner Pursuant to 11 U.S.C. § 1104(c)</i> [ECF No. 666] (the "<b>Mediation Motion</b>") ¶¶ 6-7, 12, 25.</p> <p>Black Diamond Capital Management, L.C.C's Supplemental Objection to <i>Emergency Motion of Debtors for Entry of Order (I) Scheduling Combined Hearing on (A) Adequacy of Disclosure Statement and (B) Confirmation of Plan; (II) Conditionally Approving Disclosure Statement; (III) Approving Solicitation Procedures and Form and Manner of Notice of Combined Hearing and Objection Deadline; (IV) Fixing Deadline to Object to Disclosure Statement and Plan; (V) Approving Notice and Objection Procedures for the Assumption of Executory Contracts and Unexpired Leases; (VI) Approving Plan Sponsor Selection Procedures; and (VIII) Granting Related</i></p>

<sup>1</sup> Indeed, on more than one occasion, including during the most recent Meet and Confer, Black Diamond confirmed that the 36 Rule 2004 requests it served on Sept. 25, 2020, were, in essence, "plan discovery."

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<i>No.</i>	<i>Request</i>	<i>Black Diamond Allegations</i>
		<p><i>Relief</i> (ECF No. 840) (the “<b>Supplemental Objection</b>”) ¶¶ 12-13, Exhibits 2-3.</p> <p>S. Deckoff Letter to G. Holtzer (Sept. 24, 2020) (the “<b>September 24 Holtzer Letter</b>”) ¶ 1.</p> <p>Wilks Dep. Tr. (Oct. 16, 2020) (“<b>Wilks Dep. Tr.</b>”) 15:5-9; 16:17-24; 61:8-11; 65:23-66:4; 68:23-69:11; 70:1-71:20; 73:3-7; 120:4-11; 140:12-14.</p>
2	<p>Your communications with any person other than the Debtors concerning the Reorganization Plan contemplated by the Amended ECA. For avoidance of doubt, this Request includes internal communications as well as communications between and among Black Diamond, Centerbridge, SES, Skadden, DPW, ArgoSat, Greenhill, and/or any financial advisor or expert acting on the Ad Hoc Group’s or Black Diamond’s behalf.</p>	<p>Exclusivity Objection ¶¶ 1-2, 4-5, 17-18, 20, 22-24.</p> <p>Mediation Motion ¶¶ 1-4, 7-9, 36-37, 40.</p> <p>Black Diamond Capital Management, L.C.C.’s Objection to <i>Emergency Motion of Debtors for Entry of Order (I) Scheduling Combined Hearing on (A) Adequacy of Disclosure Statement and (B) Confirmation of Plan; (II) Conditionally Approving Disclosure Statement; (III) Approving Solicitation Procedures and Form and Manner of Notice of Combined Hearing and Objection Deadline; (IV) Fixing Deadline to Object to Disclosure Statement and Plan; (V) Approving Notice and Objection Procedures for the Assumption of Executory Contracts and Unexpired Leases; (VI) Approving Plan Sponsor Selection Procedures; and (VIII) Granting Related Relief</i> (ECF No. 827) (the “<b>Disclosure Statement Objection</b>”) § I.</p> <p>Supplemental Objection ¶¶ 2-10, 12-14.</p> <p>S. Deckoff Letter to the Special Restructuring Committee (Sept. 4, 2020) (the “<b>September 4 SRC Letter</b>”) ¶¶ 1, 5.</p> <p>S. Deckoff Letter to G. Holtzer (Sept. 9, 2020) (the “<b>September 9 Holtzer Letter</b>”) ¶ 2.</p> <p>September 24 Holtzer Letter ¶ 1.</p> <p>Wilks Dep. Tr. 30:8-22; 112:10-16; 113:13-16; 114:15-115:12; 116:1-10; 116:20-117:14; 139:10-140:3.</p>

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<i>No.</i>	<i>Request</i>	<i>Black Diamond Allegations</i>
3	To the extent not requested above, Your communications with any person other than the Debtors concerning the Plan. For avoidance of doubt, this Request includes internal communications as well as communications between and among Black Diamond, Centerbridge, SES, Skadden, DPW, ArgoSat, Greenhill and/or any financial advisor or expert acting on the Ad Hoc Group's or Black Diamond's behalf.	<p>Disclosure Statement Objection § I.</p> <p>Supplemental Objection ¶¶ 2-10, 12-14.</p> <p>Oct. 19, 2020 Hearing on <i>Emergency Motion of Debtors for Entry of Order (I) Scheduling Combined Hearing on (A) Adequacy of Disclosure Statement and (B) Confirmation of Plan; (II) Conditionally Approving Disclosure Statement; (III) Approving Solicitation Procedures and Form and Manner of Notice of Combined Hearing and Objection Deadline; (IV) Fixing Deadline to Object to Disclosure Statement and Plan; (V) Approving Notice and Objection Procedures for the Assumption of Executory Contracts and Unexpired Leases; (VI) Approving Plan Sponsor Selection Procedures; and (VIII) Granting Related Relief</i> Transcript (the “<b>October 19 Hr’g Tr.</b>”) 17:8-28:18.</p> <p>October 21, 2020 Hearing on <i>Emergency Motion of Debtors for Entry of Order (I) Scheduling Combined Hearing on (A) Adequacy of Disclosure Statement and (B) Confirmation of Plan; (II) Conditionally Approving Disclosure Statement; (III) Approving Solicitation Procedures and Form and Manner of Notice of Combined Hearing and Objection Deadline; (IV) Fixing Deadline to Object to Disclosure Statement and Plan; (V) Approving Notice and Objection Procedures for the Assumption of Executory Contracts and Unexpired Leases; (VI) Approving Plan Sponsor Selection Procedures; and (VIII) Granting Related Relief</i> Transcript (the “<b>October 21 Hr’g Tr.</b>”) 28:11-20.</p> <p>September 4 SRC Letter ¶¶ 1, 5.</p> <p>September 9 Holtzer Letter ¶ 2.</p> <p>Wilks Dep. Tr. 30:8-31:10; 112:10-16; 113:13-16; 114:15-115:12; 116:1-10; 116:20-117:14; 139:10-140:3.</p>
4	Documents sufficient to show any proposed plan of reorganization or plan term	<p>Exclusivity Objection ¶¶ 1, 3-4, 10.</p> <p>Mediation Motion ¶¶ 2-4, 7-9, 27, 31-32, 37.</p>

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<i>No.</i>	<i>Request</i>	<i>Black Diamond Allegations</i>
	sheet for the Debtors that You have prepared, shared with any third party and/or considered.	<p>S. Deckoff Letter to the Special Restructuring Committee (October 22, 2020) (the “<b>October 22 SRC Letter</b>”) ¶¶ 9-10.</p> <p>September 4 SRC Letter ¶ 6.</p> <p>S. Deckoff Letter to Speedcast (September 7, 2020) (the “<b>September 7 Letter</b>”) ¶ 3.</p> <p>September 9 Holtzer Letter ¶ 2.</p> <p>S. Deckoff Letter to Speedcast (September 23, 2020) (the “<b>September 23 Letter</b>”) ¶ 3.</p> <p>Wilks Dep. Tr. 105:25-106:10; 106:24-107:2; 108:8-19; 109:16-22; 116:1-10.</p>
5	Documents sufficient to show any due diligence, research, investigation, analysis, or evaluation performed by You, or on Your behalf, in determining the value of any restructuring proposal proposed by Centerbridge concerning the Debtors, including, but not limited to, documents comparing any Centerbridge restructuring proposal to any Black Diamond restructuring proposal or alternative concerning the Debtors.	<p>Exclusivity Objection ¶¶ 4, 6, 13, 16.</p> <p>Mediation Motion ¶¶ 3, 9, 36.</p> <p>Disclosure Statement Objection § (II)(D)(i).</p> <p><i>See generally</i>, Disclosure Statement Objection and Supplemental Objection.</p> <p>September 4 SRC Letter ¶¶ 1, 5, 7.</p> <p><i>See generally</i>, October 22 SRC Letter, September 7 Letter, September 23 Letter, and September 24 Holtzer Letter.</p> <p>October 21 Hr’g Tr. 22:22-23:5; 41:25-42:17.</p> <p>Wilks Dep. Tr. 96:14-100:9; 100:17-23; 102:10-14; 105:25-106:10; 111:8-13; 116:20-117:14; 117:24-118:9; 118:22-25; 120:4-11; 122:6-9, 18-21; 126:10-17; 127:7-15; 128:4-17.</p>
6	Any term sheet, draft agreement, or other proposal exchanged	September 4 SRC Letter ¶¶ 5-6.



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<i>No.</i>	<i>Request</i>	<i>Black Diamond Allegations</i>
	between Black Diamond and any other person concerning any restructuring proposal or alternative for the Debtors.	September 7 Letter ¶ 3.  September 9 Holtzer Letter ¶ 2.  September 23 Letter ¶ 3.  Wilks Dep. Tr. 96:14-100:9; 100:17-23; 102:10-14; 105:25-106:10.
7	Documents sufficient to show any treatment of, or proposed distribution to, general unsecured creditors under any plan of reorganization proposed by Black Diamond including, but not limited to, communications between Black Diamond and any person other than the Debtors.	Exclusivity Objection ¶¶ 3-4.  Mediation Motion ¶¶ 7, 9, 27, 31.  Oct. 19, 2020 Hearing on <i>Emergency Motion of Debtors for Entry of Order (I) Scheduling Combined Hearing on (A) Adequacy of Disclosure Statement and (B) Confirmation of Plan; (II) Conditionally Approving Disclosure Statement; (III) Approving Solicitation Procedures and Form and Manner of Notice of Combined Hearing and Objection Deadline; (IV) Fixing Deadline to Object to Disclosure Statement and Plan; (V) Approving Notice and Objection Procedures for the Assumption of Executory Contracts and Unexpired Leases; (VI) Approving Plan Sponsor Selection Procedures; and (VIII) Granting Related Relief</i> Transcript (the “ <b>October 19 Hr’g Tr.</b> ”) 26:21-28:17.  October 21 Hr’g Tr. 43:8-15.  September 4 SRC Letter ¶ 6.  September 7 Letter ¶ 3.  September 9 Holtzer Letter ¶ 2.  September 23 Letter ¶ 3.
8	Your communications with any person other than the Debtors concerning any section 363 sale process of the Debtors’ assets.	Exclusivity Objection ¶ 4.  Mediation Motion ¶¶ 1-2, 4, 6, 23-24.

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<i>No.</i>	<i>Request</i>	<i>Black Diamond Allegations</i>
		<p>Disclosure Statement Objection ¶¶ 21, 22, 40-42.</p> <p>October 19 Hr’g Tr. 47:13-48:3.</p> <p>September 7 Letter ¶ 3.6.</p> <p>September 9 Holtzer Letter ¶¶ 4-5.</p> <p>September 23 Letter ¶ 3.4-5.</p> <p>Wilks Dep. Tr. 88:1-90:3; 92:8-93:10; 94:13-20.</p>
9	<p>Documents, including communications between Black Diamond and any person other than the Debtors, sufficient to show any due diligence, research, investigation, analysis, or evaluation performed by You, or on Your behalf, in contemplating and/or determining any form of governance of a Reorganized Speedcast or acquisition entity concerning the Debtors.</p>	<p>Disclosure Statement Objection ¶ 51.</p> <p>October 21 Hr’g Tr. 31:8-32:13; 42:8-17.</p> <p>September 7 Letter ¶ 3.3.</p> <p>September 23 Letter ¶ 3.4.</p> <p>Wilks Dep. Tr. 79:10-14; 112:5-7; 133:22-134:20.</p>
10	<p>Documents and Communications sufficient to show Your opinions, analyses, or other calculations reflecting or related to:</p> <ul style="list-style-type: none"> <li>a. the Debtors’ total enterprise value as of the Petition Date;</li> <li>b. the Debtors’ total enterprise value at emergence;</li> <li>c. the Debtors’ total enterprise value as of any other date You contend is relevant to any proposed plan of reorganization proposed by Black Diamond;</li> </ul>	<p>Disclosure Statement Objection ¶¶ 43 n.22, 46.</p> <p>October 21 Hr’g Tr. 28:15-18.</p> <p>S. Deckoff Letter to Speedcast (Sept. 17, 2020) (the “<b>September 17 Letter</b>”) ¶¶ 6-7.</p> <p><i>See generally</i>, September 24 Holtzer Letter.</p> <p>October 22 SRC Letter ¶ 6.</p>

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**Weil, Gotshal & Manges LLP**

<i>No.</i>	<i>Request</i>	<i>Black Diamond Allegations</i>
	<p>d. the value of the Prepetition Collateral on the Petition Date; and</p> <p>e. the value of the Debtors' Prepetition Collateral on any other date You contend is relevant to any proposed plan of reorganization proposed by Black Diamond.</p> <p>The time period for this Request is from the Petition Date to present.</p>	
11	<p>Any Documents or Communications You relied upon in reaching the opinions, analyses, or other calculations related to Request No. 10 above. The time period for this Request is from the Petition Date to present.</p>	<p>See references in Request No. 10, above.</p>
12	<p>Any expert report or any other Document that reflects any opinions, analyses, or other calculations related to Your valuation of the Debtors' assets. The time period for this Request is from the Petition Date to present.</p>	<p>Disclosure Statement Objection ¶¶ 43 n.22, 46.</p> <p>See generally, September 24 Holtzer Letter.</p> <p>October 22 SRC Letter ¶ 6.</p> <p>October 21 Hr'g Tr. 28:15-18.</p>
13	<p>Any agreement(s) between Black Diamond and any expert(s), including, but not limited to, ArgoSat, sufficient to show the scope of Your engagement with such expert(s) in these Chapter 11 Cases, including, but not limited to, any retention, engagement, or fee agreement. No date limitation applies to this Request.</p>	<p>See Sept. 15, 2020 email from S. Walsh requesting access to Company's data room for Richard Davis (ArgoSat).</p> <p>See Sept. 15, 2020 email from C. Tullson explaining that ArgoSat was retained by Black Diamond as a "valuation expert."</p>

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**Weil, Gotshal & Manges LLP**

<i>No.</i>	<i>Request</i>	<i>Black Diamond Allegations</i>
14	Any Documents or Communications You contend form any basis to reject the Plan. No date limitation applies to this Request.	<p>See Exclusivity Objection ¶¶ 5, 17-32.</p> <p>See Mediation Motion ¶¶ 36-37, 40, 42.</p> <p>See generally, Disclosure Statement Objection and Supplemental Objection.</p> <p>See generally, October 19 Hr’g Tr. 17:8-28:18, 47:13-48:3.</p> <p>See generally, October 21 Hr’g Tr. 22:18-23-5; 28:1-31:5; 31:8-32:13; 33:14-18; 33:20-22, 34:2-5, 14-17; 34:22-35:3; 35:5-38:6; 39:15-23; 40:18-21; 41:3-18; 41:20-46:5.</p> <p>September 4 SRC Letter § III.</p> <p>October 22 SRC Letter ¶¶ 2-3.</p> <p>See generally, Wilks Dep. Tr.</p>
16	Text messages, chat history from any chat applications, and emails of Black Diamond representatives Ethan Auerbach, Stephen H. Deckoff, Philip Mule, and Adam Tarkan that are responsive to the foregoing Requests, regardless of whether such text messages, chat history, or emails are stored in Black Diamond-issued or external devices and accounts.	See generally, references in Request Nos. 1-15, above.
17	Any documents created by or for Black Diamond, including any documents posted in a data room maintained by Black Diamond, which reflect Your offer to existing lenders under the Syndicated Facility Agreement to participate in an	See generally, references in Request Nos. 4, 6, above.

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**Weil, Gotshal & Manges LLP**

<i>No.</i>	<i>Request</i>	<i>Black Diamond Allegations</i>
	18% payment-in-kind (PIK) preferred instrument.	
18	Your communications with any third party (other than the Debtors) for the Debtors' assets in these Chapter 11 Cases, including, but not limited to, Your communications with SES, KVH, or any other potential bidders. No date limitation applies to this Request.	October 21 Hr'g Tr. 48:3-8. September 7 Letter ¶ 3.3. September 23 Letter ¶ 3.2.

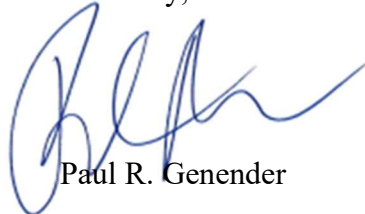
Based on the foregoing and our discussion during the Meet and Confer, please confirm what documents and information Black Diamond will produce in response to the Requests by no later than this **Friday, October 30, 2020 at 5:00pm CT**. Please also confirm by that date when Black Diamond anticipates completing its production, recognizing the Debtors have requested documents on a rolling basis, including, but not limited to, information responsive to Request No. 15.

I also reiterate our request for custodians and search terms consistent with the above, recognizing you made clear during the Meet and Confer that you did not think Black Diamond needed to provide either.

The Debtors look forward to receiving responsive information from Black Diamond and continuing to work toward a resolution of these matters. It remains the Debtors' hope that these serious discovery matters can be resolved or materially narrowed before the need arises to seek guidance from the Court.

We look forward to our scheduled call on October 29 at 4:00pm CT.

Sincerely,



Paul R. Genender

cc: Gary T. Holtzer *(of the Firm)*  
 Alfredo R. Pérez *(of the Firm)*  
 David N. Griffiths *(of the Firm)*  
 Bambo Obaro *(of the Firm)*

# ***EXHIBIT 5***

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October 31, 2020

**Via Email**

Paul R. Genender, Esq.  
Weil, Gotshal & Manges LLP  
200 Crescent Court, Suite 300  
Dallas, Texas 75201  
Paul.Genender@weil.com

RE: *In re Speedcast International Limited, et al.*,  
Case No. 20-3224

Dear Paul:

I write in response to your October 29, 2020 letter, and in regards to ongoing discovery matters. We are prepared to meet and confer tomorrow as scheduled, and have outlined below a proposed response to your requests. We continue to object to the requests to the extent they relate to matters that are not relevant to contested matters currently before the Court, or otherwise seek to impose reciprocal discovery burdens on Black Diamond.

First, we note that Black Diamond has sought information and discovery from the Debtors since August 13. While it would not be productive to recount our extensive meet and confer negotiations, we were of the understanding that we had resolved all of the Debtors' outstanding objections and reached an agreement on the scope of discovery and search terms. These agreements are memorialized in our ongoing meet and confer correspondence, including your letters dated October 7 and 9, and Jake Rutherford's October 15th email agreeing to our search term counterproposal.

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In total, the Debtors have produced 490 documents, including 60 that were withheld for privilege, and a number of others that were heavily redacted. The Debtors have not produced a privilege log, nor provided information sufficient to identify the documents withheld and evaluate the basis of Debtors claims of privilege. Moreover, the Debtors have not produced any email communications past September 25, 2020 or SRC minutes beyond August, 2020. The Debtors have produced less than 200 emails, despite your representation that the agreed upon search terms resulted in tens of thousands of hits. The Debtors have also not produced any documents collected from the following agreed upon custodians: Kelly DiBlasi, David Griffiths, Gary Holtzer, Adam Waldman, Paul Rathborne, Ryan Tierney, Carol Flaton, David Mack, Stephe Wilks, Joe Spytek, and Moti Shulman. In addition, the Debtors have produced little to no discovery concerning the following topics:

- Documents and communications concerning general unsecured claims against the Debtors, and the proposed classification of unsecured claims (Requests 6, 20 – 25)
- Materials concerning the Debtor's valuations, and communications with Centerbridge concerning the valuation of its restructuring proposals (Requests 12 – 16)
- Documents and communications concerning the governance of any successor to the Company (Request 17)

The Debtors have not produced *any documents* since October 15, nor have you sought a protective order that would enable us to put these matters before the Court. Please provide an update regarding the status and anticipated timing of the Debtors productions during tomorrow's conference. Absent agreement on a satisfactory plan to remedy the Debtor's failure to comply with its discovery agreements, we intend to raise these matters with the court so that we are not prejudiced by the amount of time that the Debtors appear prepared to consume in making any discovery progress.

Black Diamond is not obligated to respond to the Debtors' discovery requests related to contested matters that have been resolved. This is consistent with the Debtors' position that you expressed on multiple occasions, including during our September 25 meet and confer discussion. Your letter suggests that Black Diamond's Mediation Motion [ECF No. 666] and Exclusivity Objection [ECF No. 667], both filed on September 7, 2020, provide the basis for several of your requests. The Court granted Debtors' motion on September 17, and on September 18 the Debtors filed the parties Agreed Mediation Order [ECF No. 719]. These contested matters are no



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longer before the Court, and are not a reasonable basis from which to seek documents from Black Diamond. Black Diamond continues to object to the requests in whole to the extent they purport to seek documents regarding Black Diamond's now-moot filings.

Your letter also suggests that the Debtors seek discovery concerning statements that Black Diamond made in letters dated September 4, 7, 9, 23, and 24. These proposals, made over a month ago, are not relevant to the Plan that Debtors have put forth and have the burden of proving confirmable. However, without waiving any of its rights or objections, Black Diamond would agree to produce the following categories of documents. Unless otherwise indicated, all discovery responses will be limited to the date of the Amended ECA (September 17, 2020) to present.

- Documents sufficient to show any proposed plans or term sheets exchanged with third-parties, to the extent such Restructuring Alternatives were submitted to the Debtors
- Third-party communications with unsecured creditors, including the UCC, regarding the proposed treatment of unsecured creditors under:
  - the Amended ECA, and the Reorganization Plan contemplated by the Amended ECA,
  - the Plan and Disclosure Statement, or
  - any Alternate Restructuring Proposals, to the extent such proposals have been submitted to the Debtors for consideration
- Third-party communications with Genesis-Park, holders of SFA Debt, the Committee, and/or unsecured creditors regarding the Plan and Disclosure Statement (October 19 – present)
- Third-party communications with Genesis-Park, holders of SFA Debt, the Committee, and/or unsecured creditors regarding the governance of any successor to the Debtors
- Documents sufficient to show Black Diamond's holdings under the SFA

For the avoidance of confusion, Black Diamond will not search for or produce the following categories of documents:

- Internal communications, including communications between Black Diamond and its advisors and retained experts
- Communications with the Debtors and their advisors

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- Communications that reflect negotiations related to preparing a bid or proposal, financing such proposals, or otherwise reflect Black Diamond's investment strategies
- Documents and communications related to restructuring alternatives considered by Black Diamond, if such alternatives were not submitted to the Debtors for consideration

Black Diamond will search for and produce communications collected from the following custodians: Carl Tullson, Chris Dressel, Ron Meisler, Ethan Auerbach, and Philip Mulé. Black Diamond will use domain filters to exclude internal communications from its review, and may use broad terms to identify documents related to Speedcast for collection purposes. Black Diamond will not otherwise use search terms to limit its review in the first instance, but we reserve the right to implement mutually agreed upon terms if necessary to complete our productions in a timely manner. If you agree to this proposal, we will start rolling productions of documents next week and will complete our productions no later than Friday, November 13.

We do not believe that Black Diamond's internal, non-expert opinions regarding valuation are relevant or discoverable, and continue to object to producing any documents in response to Requests 5 and 10–13. However, we recognize that valuation will likely be a central issue should these Chapter 11 Cases move forward to a contested confirmation hearing. To that end, we propose that Black Diamond, the Debtors, and Centerbridge agree to procedures for the disclosure of expert reports and expert depositions. Consistent with agreements that Black Diamond has reached with both the Debtors and Centerbridge regarding the scope of their productions, the parties will agree not to pursue discovery related to creditors' internal valuations, or the draft reports of any party's retained experts. And, as previously agreed during our October 13 conference, Black Diamond will not seek the production of internal communications from the Debtors' experts, but continues to reserve all rights with respect to the discovery of any valuation related materials shared with the SRC and/or the Company's executives.

Regards,

*/s/ Albert L. Hogan*

Albert L. Hogan

# ***EXHIBIT 6***

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November 1, 2020

**Via Email**

Paul R. Genender, Esq.  
Weil, Gotshal & Manges LLP  
200 Crescent Court, Suite 300  
Dallas, Texas 75201  
Paul.Genender@weil.com

RE: *In re Speedcast International Limited, et al.,*  
Case No. 20-32243

Dear Paul:

I write as a follow up to today's meet and confer discussion.

Our understanding is that the Debtors intend to make a further production (or productions) this week, and intend to substantially complete their productions by no later than November 13th. You also indicated that the Debtors will provide notice if it becomes apparent that the Debtors' productions will not be completed by that date. We look forward to receiving rolling productions this week, and continue to reserve our right to pursue a motion to compel if the Debtors are unable or unwilling to complete the agreed upon scope of discovery within this timeline.

In your letter dated October 7th, the Debtors committed to providing a limited privilege log for documents withheld on the basis of a common interest privilege. As I have indicated, we remain skeptical that documents could be properly withheld based on a common interest privilege given the limited extent of its application in the Fifth Circuit. In short, communications between the Debtors and Centerbridge regarding the formulation of the ECA, the Plan, or its various components simply do not fall under the common interest doctrine. Moreover, you

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confirmed during today's conference that the Debtors and Centerbridge did not enter into a common interest agreement. In our discussions, we understand that the Debtors believe that there may be certain communications that actually relate to potential litigation claims against the Debtors and Centerbridge, and we remain open to assessing the assertion of privilege over any such communications. But, it will be imperative for us to have visibility into precisely the extent of the Debtor's common interest positions through the privilege log. Accordingly, at a minimum it should include information sufficient to identify the number of documents withheld, the participants in each withheld communication, and the subject matter of each withheld document with enough detail so that the communication can be distinguished from other ECA and Plan discussions that are not covered by any privilege. We will consider any proposals by the Debtors to minimize the burden of preparing a privilege log, but ask that the Debtors complete their privilege log for documents subject to the common interest privilege no later than November 20th.

Although we continue to disagree regarding the appropriate scope of discovery from Black Diamond, we expect to begin rolling productions of documents this week as outlined in our October 31st letter. As we clarified during today's meet and confer call, the reference to October 19th in that letter was an error and should have referred to the October 10th filing date of the Debtors' Plan and Disclosure Statement. In addition, we agree to add Stephen Deckoff as a custodian.

We are available to meet and confer this week regarding both the status of the Debtors' productions and our remaining objections to the Debtors' requests to Black Diamond, and propose scheduling a call for Wednesday, November 4th. Please let us know if you are willing to continue working towards an amicable resolution of these issues.

Regards,

*/s/ Albert L. Hogan*

Albert L. Hogan

# ***EXHIBIT 7***

## Weil, Gotshal & Manges LLP

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**Paul R. Genender**  
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Paul.Genender@weil.com

November 1, 2020

*Via E-Mail – [alhogan@skadden.com](mailto:alhogan@skadden.com)*

Mr. Al Hogan  
SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP  
155 North Wacker Drive  
Chicago, Illinois 60606-1720

**Re: *In re Speedcast International Limited, et al*; Case No. 20-32243 (MI) pending in the United States Bankruptcy Court for the Southern District of Texas, Houston Division**

Dear Al:

I write to follow up on our meet and confer from this morning (which was rescheduled from October 29 at your request) (the “**Meet and Confer**”) concerning Black Diamond’s Objections<sup>1</sup> and your letter dated October 31, 2020. I am copying counsel for Centerbridge on this letter since you invited them to participate in this morning’s Meet and Confer.

We have been trying to schedule a meet and confer with you since October 14, two days after Debtors served the Requests. In its Objections, Black Diamond refuses to produce documents requested by Debtors on the basis that the Requests are not related to any contested matters currently before the Court. However, as set forth in the 10 page Speedcast Letter, the Requests do in fact relate to Black Diamond’s disclosed efforts to object to Plan Confirmation—making the Requests unquestionably relevant under Federal Rules of Civil Procedure 26.

As demonstrated by the Debtors’ detailed chart in the Speedcast Letter (to which Black Diamond did not respond in any substantive manner), this is not “reciprocal discovery.” Nor is Black Diamond “just a creditor,” as you have suggested. The Debtors seek information directly related to Black Diamond’s Allegations and anticipated objections (confirmed on today’s call) to Plan Confirmation.

As explained during the Meet and Confer, the Allegations made by Black Diamond in its prior filings (e.g., ECF Nos. 666 and 667) demonstrate its purported bases for objecting to the Debtors’ Plan—Allegations that Black Diamond made well before its arbitrary September 17, 2020 start date for a relevant

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<sup>1</sup> All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Debtors’ prior letter, sent to Black Diamond at 12:48am on October 29, 2020 (the “**Speedcast Letter**”).

Mr. Al Hogan  
November 1, 2020  
Page 2

**Weil, Gotshal & Manges LLP**

time period. The same is true for the various Black Diamond letters referenced in the Speedcast Letter, including proposals made by Black Diamond “over a month ago.”

As you confirmed during the Meet and Confer, Black Diamond will be objecting to the Plan with, among other things, good-faith objections, and will not limit its Plan objections to conduct that occurred on or after September 17, 2020. For that reason alone, Black Diamond’s position that “all discovery responses will be limited to the date of the Amended ECA (September 17, 2020) to present,” with some Requests being further limited to October 10, 2020 to present, does not work. I reiterate the request made this morning that Black Diamond reconsider this position, especially since the Debtors are entitled to discover allegations that Black Diamond is making that date back several months.

You indicated that, given your proposed relevant time period, Black Diamond is not planning to use search terms and anticipates all non-privileged information responsive to, at minimum, the categories outlined in Black Diamond’s October 31 letter will be produced by or before November 13, 2020. Please advise if Black Diamond later determines it will use search terms over a broader relevant time period as requested in this letter and during the Meet and Confer.

As confirmed in the November 1 letter received earlier today, Black Diamond will collect information from Stephen Deckoff, who wrote no less than seven letters to the Debtors in support of Black Diamond’s Allegations (as set forth in the Speedcast Letter). We also ask that Black Diamond add Vinod Chandiramani as a document custodian.

On our call this morning, you stated that Black Diamond would not be producing any documents other than those identified in your October 31 letter. The Speedcast Letter detailed the relevance of each Request. By way of example only, this means Black Diamond is refusing to produce the following categories of documents:

- Communications with its financial advisors regarding the Debtors’ Plan and Disclosure Statement (Request No. 3);
- Proposed plans or term sheets that Black Diamond considered and/or exchanged with third parties that were not previously shared with the Debtors (Request No. 4);
- Documents sufficient to show Black Diamond’s diligence related to or analyses of any restructuring proposals submitted by Centerbridge (Request No. 5);
- Communications with third-parties, including, but not limited to, the Creditors’ Committee and unsecured creditors, regarding any section 363 sale process of the Debtors’ assets (Request No. 8); and



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November 1, 2020  
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**Weil, Gotshal & Manges LLP**

- Black Diamond's offer to existing lenders under the SFA to participate in an 18% payment-in-kind (PIK) preferred instrument, which was not shared with the Debtors (Request No. 17).

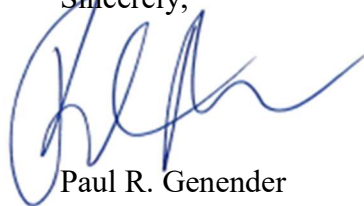
Please also confirm whether Black Diamond intends to produce any text messages or chat history from any chat applications for the agreed custodians—Ethan Auerbach, Stephen Deckoff, and Philip Mulé—in response to the Requests.

Finally, please confirm whether Black Diamond intends to include email communications with SES, KVH, or any other potential bidder, in its third-party communication productions.

Please confirm all of the outstanding issues listed above by no later than this **Tuesday, November 2, 2020 at noon CT**.

As expressed in the October 29 Speedcast Letter and during the Meet and Confer, the Debtors look forward to receiving responsive information from Black Diamond as early as this week and continuing to work toward a resolution of these matters. It remains the Debtors' hope that these serious discovery matters can be resolved or materially narrowed before the need arises to seek guidance from the Court.

Sincerely,

A handwritten signature in blue ink, appearing to read 'P. Genender', with a large, stylized initial 'P'.

Paul R. Genender

cc: Amy Wolf (*Wachtell, Lipton, Rosen & Katz, via email*)  
Angela Herring (*Wachtell, Lipton, Rosen & Katz, via email*)  
Gary T. Holtzer (*of the Firm*)  
Alfredo R. Pérez (*of the Firm*)  
David N. Griffiths (*of the Firm*)  
Bambo Obaro (*of the Firm*)

# ***EXHIBIT 8***

SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP

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AL.HOGAN@SKADDEN.COM

November 3, 2020

**Via Email**

Paul R. Genender, Esq.  
Weil, Gotshal & Manges LLP  
200 Crescent Court, Suite 300  
Dallas, Texas 75201  
Paul.Genender@weil.com

Amy R. Wolf, Esq.  
Wachtell, Lipton, Rosen & Katz  
51 West 52nd Street  
New York, NY 10019  
ARWolf@WLRK.com

RE: *In re Speedcast International Limited, et al.,*  
Case No. 20-32243

Dear Counsel:

I write in response to Paul Genender's November 1st letter, and Amy Wolf's November 2 letter, regarding global discovery issues in these Chapter 11 Cases, and in an attempt to reach a resolution of your respective discovery requests.

As we have indicated through our discussions and in our objections, Black Diamond believes that the requests are improper virtually in their entirety. We disagree that the October 29, 2020 Speedcast Letter detailed the relevance of each Request. The letter cited broad statements and entire documents with no additional explanation as to why the requested discovery was relevant to the confirmation of the Debtors' proposed plan, or imposed a burden that was in any way proportional to the needs of these Chapter 11 Cases and Black Diamond's position as an objecting creditor. The Debtors bear the burden of proving that their proposed plan is confirmable; Black Diamond's conduct, business strategy, and internal opinions are not relevant to that analysis. We reiterate that Black Diamond's internal business strategies, including strategies considered while preparing bids, are confidential and irrelevant to the legal objections Black Diamond might raise in response to Plan Confirmation. In fact, Centerbridge, the proposed plan sponsor, objected to

Paul R. Genender, Esq.  
November 3, 2020  
Page 2

producing similar internal analyses and communications with its advisors because the information was confidential, commercially sensitive, and irrelevant to issues to be litigated in this case. And, while we disagree that Black Diamond's discovery should be informed by the scope of the Debtors' productions, the Debtors objected to producing similar materials in their October 2 Responses and Objections to Black Diamond's Rule 2004 Notice.

As noted in Mr. Genender's November 1 letter, we have proposed to add Stephen Deckoff as a custodian. Black Diamond objects, however, to adding Vinod Chandiramani as a custodian. Greenhill advised the Ad Hoc lenders group, but was not retained by Black Diamond. Moreover, Greenhill has not, to our understanding, been involved in any communications over the time period that we propose to review for Black Diamond's production.

With respect to text messages, In addition, Black Diamond will not agree to produce text messages or chat history for Black Diamond custodians. As we have stressed, Black Diamond's "good faith" is not at issue, unlike the Debtors' conduct in proposing a Plan that is designed to transfer control of the Debtors entire business to Centerbridge under a non-confirmable structure.

We have considered Mr. Genender's letter and the categories provided "by way of example," and Ms. Wolf's request for discovery concerning agreements between Black Diamond and MJX. Black Diamond agrees to include in its responses communications with unsecured creditors, including the Creditors' Committee, regarding any section 363 sale process of the Debtors' assets. In addition, Black Diamond is not excluding all communications with SES, KVH, or other potential bidders. To the extent communications are not related to potential joint bidding strategies and are otherwise within the scope of what we propose to produce, we will do so.

As for any agreements with MJX, we decline to produce them. As I indicated in our discussion, we understand that Black Diamond, through its own holdings, constitutes the Required Lenders under the prepetition secured credit facility. Moreover, Black Diamond has provided information to the Debtors' financial advisor to demonstrate its holdings and control of the Required Lenders. Accordingly, we do not propose to produce anything else in response to Ms. Wolf's request.

Other than as noted above, Black Diamond declines to expand the substantive scope of its responses, or the applicable date range, beyond the proposal outlined in our October 31st letter.

Paul R. Genender, Esq.  
November 3, 2020  
Page 3

If our proposal, as modified through our discussions and this correspondence is acceptable, we will begin our rolling productions this week. If we are not in agreement, however, please so advise and in that event we will stand on our previous objections subject to any further resolutions that may occur.

Regards,

*/s/ Albert L. Hogan*

Albert L. Hogan

# ***EXHIBIT 9***

**From:** [Sperle, Elisabeth](#)  
**To:** [Simon, Elizabeth A](#); [Rutherford, Jake](#); [Van Gelder, Amy](#); [Hogan III, Albert L](#)  
**Cc:** [Genender, Paul](#); [Pennington Prugh, Amanda](#); [GoldeneyeLitigation](#); [Wolf, Amy R.](#); [Herring, Angela K.](#)  
**Subject:** RE: [Ext] Speedcast | Discovery Correspondence  
**Date:** Wednesday, November 4, 2020 7:02:59 PM  
**Attachments:** [image002.jpg](#)  
[image003.jpg](#)

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Counsel,

We are in receipt of your November 3, 2020 correspondence regarding Black Diamond's response to the discovery propounded on it. It is unfortunate that Black Diamond has refused to meaningfully expand the scope of its intended production, despite the allegations that it has made against the Debtors in this case. At this juncture, it appears the parties are at an impasse and further meet and confers would not be productive. The Debtors reserve all rights.

We ask that you reconsider your threat to backtrack on the limited agreements that the parties reached through the meet and confer process unless the Debtors waive their rights to seek further discovery from Black Diamond. Please confirm by noon CT on Thursday, October 5 whether Black Diamond intends to begin rolling productions this week in response to the Debtors' discovery requests, which were served on October 12 and 13.

Regards,



**Elisabeth M. Sperle**

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New York, NY 10153  
[elisabeth.sperle@weil.com](mailto:elisabeth.sperle@weil.com)  
+1 212 310 8301 Direct  
+1 212 310 8007 Fax

---

**From:** Simon, Elizabeth A <[Elizabeth.Simon@skadden.com](mailto:Elizabeth.Simon@skadden.com)>  
**Sent:** Tuesday, November 3, 2020 1:00 PM  
**To:** [Rutherford, Jake](mailto:Jake.Rutherford@weil.com) <[Jake.Rutherford@weil.com](mailto:Jake.Rutherford@weil.com)>; [Van Gelder, Amy](mailto:Amy.VanGelder@skadden.com) <[Amy.VanGelder@skadden.com](mailto:Amy.VanGelder@skadden.com)>; [Hogan III, Albert L](mailto:Al.Hogan@skadden.com) <[Al.Hogan@skadden.com](mailto:Al.Hogan@skadden.com)>  
**Cc:** [Genender, Paul](mailto:Paul.Genender@weil.com) <[Paul.Genender@weil.com](mailto:Paul.Genender@weil.com)>; [Pennington Prugh, Amanda](mailto:Amanda.PenningtonPrugh@weil.com) <[Amanda.PenningtonPrugh@weil.com](mailto:Amanda.PenningtonPrugh@weil.com)>; [GoldeneyeLitigation](mailto:GoldeneyeLitigation@weil.com) <[GoldeneyeLitigation@weil.com](mailto:GoldeneyeLitigation@weil.com)>; [Wolf, Amy R.](mailto:Wolf, Amy R. <ARWolf@WLRK.com>) <[ARWolf@WLRK.com](mailto:ARWolf@WLRK.com)>; [Herring, Angela K.](mailto:AKHerring@wlrk.com) <[AKHerring@wlrk.com](mailto:AKHerring@wlrk.com)>  
**Subject:** RE: [Ext] Speedcast | Discovery Correspondence

Counsel,

Please see the attached letter.

Kind Regards,  
Liz Simon

**Elizabeth A. Simon**  
Associate  
Skadden, Arps, Slate, Meagher & Flom LLP  
155 N. Wacker Drive | Chicago | Illinois | 60606-1720  
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[elizabeth.simon@skadden.com](mailto:elizabeth.simon@skadden.com)

Skadden

---

**From:** Rutherford, Jake <[Jake.Rutherford@weil.com](mailto:Jake.Rutherford@weil.com)>  
**Sent:** Sunday, November 1, 2020 10:08 PM  
**To:** Van Gelder, Amy (CHI) <[Amy.VanGelder@skadden.com](mailto:Amy.VanGelder@skadden.com)>; Simon, Elizabeth A (CHI) <[Elizabeth.Simon@skadden.com](mailto:Elizabeth.Simon@skadden.com)>; Hogan III, Albert L (CHI) <[Al.Hogan@skadden.com](mailto:Al.Hogan@skadden.com)>  
**Cc:** Genender, Paul <[Paul.Genender@weil.com](mailto:Paul.Genender@weil.com)>; Pennington Prugh, Amanda <[Amanda.PenningtonPrugh@weil.com](mailto:Amanda.PenningtonPrugh@weil.com)>; GoldeneyeLitigation <[GoldeneyeLitigation@weil.com](mailto:GoldeneyeLitigation@weil.com)>; Wolf, Amy R. <[ARWolf@WLRK.com](mailto:ARWolf@WLRK.com)>; Herring, Angela K. <[AKHerring@wlrk.com](mailto:AKHerring@wlrk.com)>  
**Subject:** [Ext] Speedcast | Discovery Correspondence

Counsel,

Please see the attached correspondence.

Regards,

Jake



**Jake Rutherford**

Weil, Gotshal & Manges LLP  
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# ***EXHIBIT 10***

**From:** [Hogan III, Albert L](#)  
**To:** [Sperle, Elisabeth](#)  
**Cc:** [Simon, Elisabeth A](#); [Rutherford, Jake](#); [Van Gelder, Amy](#); [Genender, Paul](#); [Pennington Prugh, Amanda](#); [Goldeneyelitigation](#); [Wolf, Amy R.](#); [Herring, Angela K](#)  
**Subject:** Re: [Ext] Speedcast | Discovery Correspondence  
**Date:** Thursday, November 5, 2020 9:46:49 AM  
**Attachments:** [image002.jpg](#)  
[image003.jpg](#)

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Elisabeth —

I think we need some clarification: We have offered to make a limited production in an attempt to resolve the Debtor's and Centerbridge's current discovery requests and our objection that they are largely improper. We understood the Debtor's Tuesday deadline as an indication that, absent our agreement to your scope of production, you intended to file a motion to compel. If that is the course the Debtors want to follow, we indicated that we would stand on our objections, and that is still our position. However, if your communication below is suggesting that we proceed to make our production, and that the Debtors would hold off on a motion to compel, then we are amenable to that approach. I should add that I don't usually ask parties to waive their right to seek further discovery, and I didn't intend to do so here. But, I do think that if you are already set on filing a motion to compel based on our discussions to this point, you should tell us that and we'll stand on the objections. Happy to discuss if any of this is unclear.

Thanks,

Al Hogan  
Skadden  
w: (312) 407-0785  
c: (773) 450-2442

On Nov 4, 2020, at 7:03 PM, Sperle, Elisabeth <[Elisabeth.Sperle@weil.com](mailto:Elisabeth.Sperle@weil.com)> wrote:

Counsel,

We are in receipt of your November 3, 2020 correspondence regarding Black Diamond's response to the discovery propounded on it. It is unfortunate that Black Diamond has refused to meaningfully expand the scope of its intended production, despite the allegations that it has made against the Debtors in this case. At this juncture, it appears the parties are at an impasse and further meet and confers would not be productive. The Debtors reserve all rights.

We ask that you reconsider your threat to backtrack on the limited agreements that the parties reached through the meet and confer process unless the Debtors waive their rights to seek further discovery from Black Diamond. Please confirm by noon CT on Thursday, October 5 whether Black Diamond intends to begin rolling productions this week in response to the Debtors' discovery requests, which were served on October 12 and 13.

Regards,

<[image002.jpg](#)>

**Elisabeth M. Sperle**

Weil, Gotshal & Manges LLP  
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New York, NY 10153  
[elisabeth.sperle@weil.com](mailto:elisabeth.sperle@weil.com)  
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+1 212 310 8007 Fax

---

**From:** Simon, Elisabeth A <[Elisabeth.Simon@skadden.com](mailto:Elisabeth.Simon@skadden.com)>

**Sent:** Tuesday, November 3, 2020 1:00 PM

**To:** Rutherford, Jake <Jake.Rutherford@weil.com>; Van Gelder, Amy <Amy.VanGelder@skadden.com>; Hogan III, Albert L <Al.Hogan@skadden.com>

**Cc:** Genender, Paul <Paul.Genender@weil.com>; Pennington Prugh, Amanda <Amanda.PenningtonPrugh@weil.com>; GoldeneyeLitigation <GoldeneyeLitigation@weil.com>; Wolf, Amy R. <ARWolf@WLRK.com>; Herring, Angela K. <AKHerring@wlrk.com>

**Subject:** RE: [Ext] Speedcast | Discovery Correspondence

Counsel,

Please see the attached letter.

Kind Regards,  
Liz Simon

**Elizabeth A. Simon**

Associate

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[elizabeth.simon@skadden.com](mailto:elizabeth.simon@skadden.com)

Skadden

---

**From:** Rutherford, Jake <[Jake.Rutherford@weil.com](mailto:Jake.Rutherford@weil.com)>

**Sent:** Sunday, November 1, 2020 10:08 PM

**To:** Van Gelder, Amy (CHI) <[Amy.VanGelder@skadden.com](mailto:Amy.VanGelder@skadden.com)>; Simon, Elizabeth A (CHI) <[Elizabeth.Simon@skadden.com](mailto:Elizabeth.Simon@skadden.com)>; Hogan III, Albert L (CHI) <[Al.Hogan@skadden.com](mailto:Al.Hogan@skadden.com)>

**Cc:** Genender, Paul <[Paul.Genender@weil.com](mailto:Paul.Genender@weil.com)>; Pennington Prugh, Amanda <[Amanda.PenningtonPrugh@weil.com](mailto:Amanda.PenningtonPrugh@weil.com)>; GoldeneyeLitigation <[GoldeneyeLitigation@weil.com](mailto:GoldeneyeLitigation@weil.com)>; Wolf, Amy R. <[ARWolf@WLRK.com](mailto:ARWolf@WLRK.com)>; Herring, Angela K. <[AKHerring@wlrk.com](mailto:AKHerring@wlrk.com)>

**Subject:** [Ext] Speedcast | Discovery Correspondence

Counsel,

Please see the attached correspondence.

Regards,

Jake

<image003.jpg>

**Jake Rutherford**

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=====