

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION

In Re:	§	Chapter 11
	§	
COBALT INTERNATIONAL ENERGY, INC., et al	§	Case No. 17-36709 (MI)
	§	(Jointly Administered)
Debtor,	§	
	§	

**TOTAL E&P USA, INC.’S REQUEST FOR STATUS CONFERENCE, MOTION FOR ENTRY OF SCHEDULING ORDER, AND MOTION TO COMPEL DEPOSITIONS**

Total E&P USA, Inc. (“TEPUSA”) reluctantly requests the Court to intervene in a discovery dispute that could have and should have been resolved without the Court’s involvement. But the Plan Administrator for Cobalt International Energy, Inc. (“CIE”) has forced TEPUSA’s hand by refusing to respond to settlement proposals, refusing to respond for weeks to simple scheduling matters, and refusing to participate in depositions altogether. This case has lingered because the Plan Administrator has failed to devote any attention to it. TEPUSA has no choice but to respectfully request the Court to intervene.

TEPUSA moves this Court to: (1) enter a scheduling order and trial date; (2) compel CIE to produce the Plan Administrator for a deposition as a fact witness; and (3) compel CIE to present a Corporate Representative for deposition under Federal Rule of Civil Procedure 30(b)(6), pursuant to Bankruptcy Rule of Civil Procedure 30. In addition, TEPUSA respectfully requests a status conference with the Court.

**I. Background Facts**

This case involves a dispute between the parties over the ownership of certain inventory, as well as related disputes concerning transactions CIE entered into after it declared bankruptcy. The case has been pending in this Court for nearly two years. TEPUSA contends it owned the



inventory at issue for the reasons laid out in the Statement of Ownership filed in this Court. [Dkt. 976]. Despite this claim of ownership, the Plan Administrator sought and obtained the right to sell the inventory from this Court. [Dkt. 925]. The Plan Administrator is the individual who negotiated and approved the sale of the inventory and who formulated CIE's position on the ownership of inventory in the first place. It is TEPUSA's understanding that the Plan Administrator sold the inventory. The parties dispute: (1) whether the sale was done properly and (2) who is entitled to the proceeds of the sale. TEPUSA's claims flow from the rights that this Court expressly preserved, including the right to bring a claim against the Plan Administrator for "breach of duty in the sale." [Dkt. 925]. In addition, the parties dispute certain purchase price adjustments related to the sale of CIE assets to TEPUSA after CIE entered into bankruptcy.

The parties stayed discovery in this case over a year ago in order to pursue settlement discussions. It was TEPUSA's understanding that the parties had reached substantial agreement regarding all issues in dispute as of March 2019; the Plan Administrator, however, declined to go forward with the agreed deal and instead demanded additional considerations. After further good faith negotiation by TEPUSA, the Plan Administrator has disappeared from the process; he has refused to respond to settlement communications since August 2019. Accordingly, TEPUSA has no option but to proceed in litigation.

## **II. Motion for Entry of Scheduling Order**

TEPUSA and CIE are largely in agreement regarding a pre-hearing schedule. The parties have agreed to conclude document discovery by December 31, 2019, and to conduct depositions in January 2020. The parties have agreed to request a trial date in April 2020. Accordingly, TEPUSA moves this Court to enter a scheduling order in line with these dates and as available under the Court's schedule.

## **III. Motion to Compel Depositions**

The disagreement stems from CIE's continued refusal to confirm that it will present the

Plan Administrator for a deposition or that it will present a corporate representative to testify on the topics noticed pursuant to Federal Rule of Civil Procedure 30(b)(6). TEPUSA accordingly moves this Court to compel those two depositions. On October 30, 2019, counsel for TEPUSA asked counsel for CIE to confirm that the Plan Administrator and a corporate representative would sit for a deposition. A copy of the email is attached as Exhibit A. Counsel for TEPUSA asked for confirmation again on November 1, 2019, and on November 13, 2019; see Exhibit B. Counsel for CIE did not respond to any of the three requests for confirmation.

There simply can be no basis for objecting to TEPUSA's request for a corporate representative. TEPUSA has a right, which all litigants do under the Federal Rules, to seek discovery into the corporate entity's knowledge as such. The topics propounded are squarely within the scope of this dispute and go to CIE's knowledge. A copy of the 30(b)(6) topics are attached as Exhibit C. For example, Total seeks to depose a corporate representative on the inventory in the possession of CIE at the time of the bankruptcy filing, CIE's accounting practices with respect to equipment and inventory, and the marketing and sale of the various leases and related assets in connection with the bankruptcy. *See* Exhibit C, at Topics 1, 3, and 8. All of these topics go directly to the issues in the case, because TEPUSA contends that certain inventory in dispute was purchased directly for use in connection with certain leases.

There is likewise no basis to shield the Plan Administrator from a deposition. The Plan Administrator is a fact witness in this case and is therefore subject to discovery. CIE's discovery requests acknowledge this. CIE served discovery requests which ask TEPUSA to produce documents related to its claim that the Plan Administrator breached his fiduciary duties and has personal liability in connection with the sale of the inventory. *See* Exhibit D, CIE's Third Requests for Production to TEPUSA at Requests 30 and 31, and Exhibit E, CIE's Fourth Requests for Production to TEPUSA at Requests 16 and 17. CIE seeks discovery from TEPUSA on this claim, but would prevent TEPUSA from likewise obtaining discovery into the claim. It is simply

unreasonable to prevent TEPUSA from deposing the very person who had fiduciary duties and against whom a claim is pending. TEPUSA is entitled to this deposition.

**IV. Conclusion**

For the forgoing reasons, TEPUSA requests that this Court: (1) enter a scheduling order with a trial date in April 2020 or at another date convenient to the Court; (2) compel CIE to produce a corporate representative on the topics in Exhibit C before January 31, 2020; and (3) compel CIE to present the Plan Administrator for deposition before January 31, 2020. In addition, TEPUSA requests a status conference.

**AHMAD, ZAVITSANOS, ANAIPAKOS,  
ALAVI & MENSING PC**

/s/ Demetrios Anaipakos

Demetrios Anaipakos

State Bar No. 00793258

Federal I.D. 20323

John Zavitsanos

State Bar No. 22251650

Federal I.D. 9122

Sammy Ford IV

State Bar No. 24061331

Federal I.D. 950682

Ryan Hackney

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rhackney@azalaw.com

**COUNSEL TO TOTAL E&P USA, INC.**

**CERTIFICATE OF CONFERENCE**

I certify that I conferred with counsel for CIE regarding the relief requested herein by both telephone and email. While the parties are largely in agreement regarding scheduling matters, CIE has refused to confirm that it will present for deposition the Plan Administrator and a Corporate Representative to testify regarding the topics noticed by TEPUSA. I sent emails to counsel for CIE on October 30, November 1, and November 13, 2019, requesting confirmation that CIE would present the requested witnesses for deposition, but CIE has not responded to any of the three requests.

/s/ Ryan Hackney

Ryan Hackney

Counsel for Total E&P USA, Inc.

**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the above and foregoing document has been served on all counsel of record by electronic mail on November 18, 2019.

Shari L. Heyen  
Greenberg Traurig, LLP  
1000 Louisiana Street, Suite 1700  
Houston, TX 77002  
HeyenS@gtlaw.com  
David R. Eastlake  
EastlakeD@gtlaw.com  
Paul B. Kerlin  
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Karl G. Dial  
diak@gtlaw.com  
Chris M. La Vigne  
lavignec@gtlaw.com  
Jared Weir  
weirj@gtlaw.com  
2200 Ross Avenue, Suite 5200  
Dallas, TX 75201

*Attorneys for The Plan Administrator*

/s/ Ryan Hackney  
Ryan Hackney

# **EXHIBIT A**

---

**From:** Ryan Hackney  
**Sent:** Wednesday, October 30, 2019 4:14 PM  
**To:** dialk@gtlaw.com; Demetrios Anaipakos; Sammy Ford  
**Cc:** HeyenS@gtlaw.com; weirj@gtlaw.com; LaVigneC@gtlaw.com  
**Subject:** RE: Schedule for Total/Cobalt dispute

Karl,

Thank you for the confirmation. We will prepare an agreed order for entry of a scheduling order with the following points:

- Complete document production by December 31, 2019
- Depositions complete by January 31, 2020
- Trial Mid-April 2020

Also, please confirm that Cobalt will present for deposition both (a) the Plan Administrator and (b) a corporate representative to testify on the topics listed in our 30(b)(6) notice. There has been prior disagreement about whether Cobalt will present the Plan Administrator, so if there is going to be any disagreement about that we need to get that dispute in front of the Court now. Please let us know by COB Friday whether there will be any issue with presenting these witnesses.

Thanks,  
Ryan

**Ryan Hackney**  
Partner  
Ahmad, Zavitsanos, Anaipakos, Alavi & Mensing PC  
1221 McKinney, Suite 2500, Houston, Texas 77010  
Phone 713.600.4921  
[rhackney@azalaw.com](mailto:rhackney@azalaw.com)

---

**From:** dialk@gtlaw.com <dialk@gtlaw.com>  
**Sent:** Tuesday, October 29, 2019 5:03 PM  
**To:** Ryan Hackney <RHACKNEY@AZALAW.COM>; Demetrios Anaipakos <danaipakos@AZALAW.COM>  
**Cc:** HeyenS@gtlaw.com; weirj@gtlaw.com; LaVigneC@gtlaw.com  
**Subject:** RE: Schedule for Total/Cobalt dispute

Ryan: Mid-April 2020 works for the trial date (provided that I start a vacation out of the USA beginning on April 29<sup>th</sup>, so we need to be finished before then). Please confirm your agreement to the other dates in my email below.

Thanks,  
Karl

**Karl Dial**  
Shareholder

Greenberg Traurig, LLP

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T +1 214.665.3611 | F +1 214.665.3601  
[dialk@gtlaw.com](mailto:dialk@gtlaw.com) | [www.gtlaw.com](http://www.gtlaw.com) | [View GT Biography](#)



---

**From:** Dial, Karl (Shld-DAL-LT)  
**Sent:** Wednesday, October 23, 2019 3:35 PM  
**To:** Ryan Hackney <[RHACKNEY@AZALAW.COM](mailto:RHACKNEY@AZALAW.COM)>; Demetrios Anaipakos ([danaipakos@azalaw.com](mailto:danaipakos@azalaw.com)) <[danaipakos@azalaw.com](mailto:danaipakos@azalaw.com)>  
**Cc:** Heyen, Shari L. (Shld-Hou-Bky) <[HeyenS@gtlaw.com](mailto:HeyenS@gtlaw.com)>; Weir, Jared (Assoc-DAL-LT) <[weirj@gtlaw.com](mailto:weirj@gtlaw.com)>; LaVigne, Christopher M. (Shld-Dal-LT) <[LaVigneC@gtlaw.com](mailto:LaVigneC@gtlaw.com)>  
**Subject:** Schedule for Total/Cobalt dispute

Ryan:

Thanks for your inquiry. I am able to confirm that the Plan Administrator can agree to the following schedule:

- Complete document production by December 31, 2019
- Depositions complete by January 31, 2020

I do not yet have confirmation on the trial date, but the date I am checking on is still mid-April. Working on that now. Will let you know on that once I know.

Karl

**Karl Dial**  
Shareholder

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# **EXHIBIT B**

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**From:** Ryan Hackney  
**Sent:** Wednesday, November 13, 2019 6:40 PM  
**To:** dialk@gtlaw.com; Demetrios Anaipakos; Sammy Ford  
**Cc:** HeyenS@gtlaw.com; weirj@gtlaw.com; LaVigneC@gtlaw.com  
**Subject:** FW: Schedule for Total/Cobalt dispute

Karl,

You have not responded to my requests for confirmation that Cobalt will present for deposition both (a) the Plan Administrator and (b) a corporate representative to testify on the topics listed in TEP USA's 30(b)(6) notice. As I noted previously, this has been a lingering issue of disagreement between the parties. If we are going to require a ruling from the Court on this issue we need to seek that now. Please let me know by noon tomorrow whether Cobalt will present the two witnesses as requested. If I don't hear from you by noon tomorrow we will seek a ruling from the Court and will assume that you are opposed.

Best regards,  
Ryan

**Ryan Hackney**  
Partner  
Ahmad, Zavitsanos, Anaipakos, Alavi & Mensing PC  
1221 McKinney, Suite 2500, Houston, Texas 77010  
Phone 713.600.4921  
[rhackney@azalaw.com](mailto:rhackney@azalaw.com)

---

**From:** Ryan Hackney  
**Sent:** Friday, November 1, 2019 2:20 PM  
**To:** dialk@gtlaw.com; Demetrios Anaipakos <danaipakos@AZALAW.COM>; Sammy Ford <SFord@AZALAW.COM>  
**Cc:** HeyenS@gtlaw.com; weirj@gtlaw.com; LaVigneC@gtlaw.com  
**Subject:** RE: Schedule for Total/Cobalt dispute

Karl,

Thanks for the message. Are you confirming that Cobalt will present for deposition both (a) the Plan Administrator and (b) a corporate representative to testify on the topics listed in TEP USA's 30(b)(6) notice?

Best regards,  
Ryan

---

**From:** [dialk@gtlaw.com](mailto:dialk@gtlaw.com) <[dialk@gtlaw.com](mailto:dialk@gtlaw.com)>  
**Sent:** Friday, November 1, 2019 8:27 AM  
**To:** Ryan Hackney <[RHACKNEY@AZALAW.COM](mailto:RHACKNEY@AZALAW.COM)>; Demetrios Anaipakos <[danaipakos@AZALAW.COM](mailto:danaipakos@AZALAW.COM)>; Sammy Ford <[SFord@AZALAW.COM](mailto:SFord@AZALAW.COM)>  
**Cc:** [HeyenS@gtlaw.com](mailto:HeyenS@gtlaw.com); [weirj@gtlaw.com](mailto:weirj@gtlaw.com); [LaVigneC@gtlaw.com](mailto:LaVigneC@gtlaw.com)  
**Subject:** RE: Schedule for Total/Cobalt dispute

Hi Ryan. Send us your draft motion and order, and we'll look at it.

Thanks,  
Karl

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**From:** Ryan Hackney [<mailto:RHACKNEY@AZALAW.COM>]

**Sent:** Wednesday, October 30, 2019 4:14 PM

**To:** Dial, Karl (Shld-DAL-LT) <[dialk@gtlaw.com](mailto:dialk@gtlaw.com)>; Demetrios Anaipakos <[danaipakos@AZALAW.COM](mailto:danaipakos@AZALAW.COM)>; Sammy Ford <[SFord@AZALAW.COM](mailto:SFord@AZALAW.COM)>

**Cc:** Heyen, Shari L. (Shld-Hou-Bky) <[HeyenS@gtlaw.com](mailto:HeyenS@gtlaw.com)>; Weir, Jared (Assoc-DAL-LT) <[weirj@gtlaw.com](mailto:weirj@gtlaw.com)>; LaVigne, Christopher M. (Shld-Dal-LT) <[LaVigneC@gtlaw.com](mailto:LaVigneC@gtlaw.com)>

**Subject:** RE: Schedule for Total/Cobalt dispute

**\*EXTERNAL TO GT\***

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Thank you for the confirmation. We will prepare an agreed order for entry of a scheduling order with the following points:

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**Ryan Hackney**

Partner

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**Subject:** RE: Schedule for Total/Cobalt dispute

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Karl

**Karl Dial**  
Shareholder

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**To:** Ryan Hackney <[RHACKNEY@AZALAW.COM](mailto:RHACKNEY@AZALAW.COM)>; Demetrios Anaipakos ([danaipakos@azalaw.com](mailto:danaipakos@azalaw.com)) <[danaipakos@azalaw.com](mailto:danaipakos@azalaw.com)>  
**Cc:** Heyen, Shari L. (Shld-Hou-Bky) <[HeyenS@gtlaw.com](mailto:HeyenS@gtlaw.com)>; Weir, Jared (Assoc-DAL-LT) <[weirj@gtlaw.com](mailto:weirj@gtlaw.com)>; LaVigne, Christopher M. (Shld-Dal-LT) <[LaVigneC@gtlaw.com](mailto:LaVigneC@gtlaw.com)>  
**Subject:** Schedule for Total/Cobalt dispute

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Karl

**Karl Dial**  
Shareholder

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**EXHIBIT C**

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION

In Re:	§	Chapter 11
	§	
COBALT INTERNATIONAL ENERGY, INC., et al	§	Case No. 17-36709 (MI)
	§	(Jointly Administered)
	§	
Debtor,	§	RE: D.I. 894, 925

---

**TOTAL E&P USA'S 30(b)(6) NOTICE OF DEPOSITION OF THE CORPORATE  
REPRESENTATIVE OF COBALT INTERNATIONAL ENERGY, INC.**

---

TO: Cobalt International Energy, Inc, by and through its counsel of record, Shari L. Heyen of Greenberg Traurig, LLP, 1000 Louisiana Street, Suite 1700, Houston, Texas 77002.

PLEASE TAKE NOTICE that, pursuant to Rule 30(b)(6) of the Federal Rules of Civil Procedure, on September 27, 2019, ***beginning at 9:00 a.m.*** at the office of Ahmad Zavitsanos Anaipakos Alavi Mensing, 1221 McKinney, Suite 2500, Houston, Texas 77010, counsel for Total E&P USA. ("TEP USA") will take the videotaped deposition(s) of the designated representative(s) of Cobalt International Energy, Inc. best able to testify as to the matters set forth in Exhibit 1. Cobalt International Energy, Inc. has a duty to designate one or more officers, directors, managing agents, or other persons with sufficient knowledge to testify fully regarding the topics listed in Exhibit 1. The deposition will be transcribed by stenographic means and by videotape. The deposition will continue from day to day until completed.

Dated this 27<sup>th</sup> day of August, 2019.

**AHMAD, ZAVITSANOS, ANAIPAKOS,  
ALAVI & MENSING PC**

/s/ Demetrios Anaipakos

Demetrios Anaipakos

State Bar No. 00793258

Federal I.D. 20323

John Zavitsanos

State Bar No. 22251650

Federal I.D. 9122

Sammy Ford IV

State Bar No. 24061331

Federal I.D. 950682

Ryan Hackney

State Bar No. 24069850

Federal I.D. 1106438

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rhackney@azalaw.com

**COUNSEL TO TOTAL E&P USA, INC.**

**CERTIFICATE OF SERVICE**

I certify that on August 27, 2019, a true and correct copy of the above and foregoing has been served via electronic mail on all counsel of record.

Shari L. Heyen  
Greenberg Traurig, LLP  
1000 Louisiana Street, Suite 1700  
Houston, TX 77002  
HeyenS@gtlaw.com

***Attorneys for Cobalt International Energy, Inc.***

/s/ Ryan Hackney

Ryan Hackney

**EXHIBIT 1**

**DEFINITIONS**

- A. Cobalt International Energy, Inc. The term “Cobalt International Energy, Inc.,” “Cobalt,” or “CIE” means Cobalt International Energy, Inc. and/or its bankruptcy estate, as well as any officer, principle, employee, representative, attorney, or agent acting on its behalf.
- B. You or Your. The terms “You” or “Your” shall refer to the Cobalt International Energy, Inc. and any agent, employee, contractor, elected official, attorney, or representative acting on the company’s behalf.
- C. Total E&P USA, Inc. The term “TEP USA” shall refer to Total E&P USA, Inc.
- D. Plan Administrator. The term “Plan Administrator” refers to Nader Tavakoli, the Lead Member and Chairman of the Plan Administrator Committee of Cobalt International Energy, Inc., or anyone acting on his behalf.
- E. Communication. The term “Communication” means any oral or written statement, dialogue, colloquy, discussion, correspondence, or conversation, and also means any transfer of thoughts or ideas between persons by means of documents and includes any transfer of data from one location to another by electronic or similar means. This term includes, but is not limited to, e-mail messages, text messages, and any message sent through a messaging application such as WhatsApp or Facebook Messenger.
- F. Concern, Concerning, Related. The terms “Concern”, “Concerning”, or “Related to” mean refer to, reflect, describe, relate to, pertain to, arise out of or in connection with, or in any way legally, logically, or factually be connected with the matter discussed, either directly or indirectly.
- G. Document(s). The term “Document” means the original or exact copies of any tangible written, typed or other form of recorded or graphic matter of every kind or description, however produced or reproduced, whether mechanically or electronically recorded, draft, finals, original, reproduction, signed or unsigned, regardless of whether approved, signed, sent, received, redrafted, or executed, and whether handwritten, typed, printed, photostatted, duplicated, carbon or otherwise copied or produced in any other manner whatsoever. Without limiting the generality of the foregoing, the terms “Document” and “Documents” shall include correspondence, letters, text messages, e-mail, social media posts or communications, telegrams, telexes, mail-grams, memoranda, including interoffice and intra-office memoranda, memoranda for files, memoranda of telephone or other conversations, and including meetings, invoices, reports, receipts and statements of account, ledgers, notes or notations, booklets, books, drawings, graphs, telephone records, video cassettes, electronic tapes, discs or other recordings, computer programs, printouts, data cards, studies, analysis and other data compilations from which information can be obtained. Copies of documents which are not identical duplications of the originals or which contain additions to or deletions from the originals, or copies of documents which are identical duplications of the originals if the originals are not available, shall be considered to be separate documents.

- H. Person. The term “Person” means any person or entity, and includes individuals, corporations, partnerships, associations, joint ventures, and other business enterprises, or legal entities.
- I. Identify (with respect to persons). Unless otherwise specified, when referring to a person, to “identify” means to give, to the extent known, the person’s full name, present or last known address and telephone number, present or last known employer, and position or job title at the time of their last known employment. Once a person has been identified in accordance with this subparagraph, only the name of that person need be listed in response to subsequent discovery requesting the identification of that person.
- J. Identify (with respect to documents). When referring to documents, to “identify” means to give, to the extent known, the (i) type of document; (ii) general subject matter; (iii) date of the document; (iv) author(s), addressee(s) and recipient(s); and (v) present location(s) and custodian(s) of the document. If a document is no longer in Your possession, custody or control, provide the name of its last known custodian, a description of the circumstances under which it passed from Your control to that person, and the names of each person having knowledge of such circumstances and/or the present location of the document.
- K. Number/Gender. The use of the singular form of any word includes the plural and vice versa. The use of the masculine form of any word includes the feminine and vice versa.

**Rule 30(b)(6) Deposition Topics**

1. All equipment or inventory in the possession or custody of CIE at the time it filed for bankruptcy.
2. The accounting treatment of all equipment or inventory in the possession or custody of CIE at the time it filed for bankruptcy.
3. CIE's accounting practices regarding equipment or inventory from 2007 to the present.
4. All wells drilled by CIE from 2007 to the time it filed for bankruptcy.
5. CIE's drilling program for the North Platte leases from 2010 to the time CIE filed for bankruptcy.
6. CIE's drilling program for the Anchor leases from 2010 to the time CIE filed for bankruptcy.
7. CIE's drilling program for the Explo leases from 2010 to the time CIE filed for bankruptcy.
8. The marketing and sale of CIE leases and assets in connection with CIE's bankruptcy proceeding.
9. CIE's marketing and sale of the North Platte leases and related assets in connection with the bankruptcy proceeding.
10. CIE's marketing and sale of the Anchor leases and related assets in connection with the bankruptcy proceeding.
11. CIE's marketing and sale of the Explo leases and related assets in connection with the bankruptcy proceeding.
12. All representations made by CIE or its representatives to TEP USA regarding the sale of interests in the North Platte, Anchor, and Explo leases.
13. CIE's theories for ownership of equipment and inventory at the time CIE filed for bankruptcy.
14. The 2009 Simultaneous Exchange Agreement between CIE and TEP USA.
15. The ownership interest in equipment and inventory acquired by TEP USA in connection with the 2009 Simultaneous Exchange Agreement.
16. All audit letters sent to TEP USA regarding TEP USA's ownership interests in CIE's tangible equipment inventory.

17. The negotiation and execution of the Asset Purchase Agreement dated March 6, 2018, by and among Cobalt International Energy L.P. and Cobalt GOM #1, LLC, collectively as Seller, and Total E&P USA, Inc. as Buyer.
18. The negotiation and execution of the Asset Purchase Agreement dated March 6, 2018, by and among Cobalt International Energy L.P. and Cobalt GOM #1, LLC, collectively as Seller, and Total E&P USA, Inc., and Statoil Gulf of Mexico LLC collectively as Buyer.
19. CIE's auditing and record-keeping regarding TEP USA's ownership interests in CIE's tangible equipment inventory.
20. All equipment or inventory used or held for use in connection with the North Platte leases at the time CIE filed for bankruptcy.
21. All equipment or inventory used or held for use in connection with the Anchor leases at the time CIE filed for bankruptcy.
22. All equipment or inventory used or held for use in connection with the Explo leases at the time CIE filed for bankruptcy.
23. The sale of CIE equipment and inventory after CIE filed for bankruptcy.
24. The Plan Administrator's efforts to market and sell CIE equipment and inventory after CIE filed for bankruptcy.
25. The sale of any CIE equipment or inventory to any company at which a former executive of CIE now serves as an executive or director.
26. CIE's attempt to sell wellhead inventory slated for the NP5 well on or around March 29, 2018.
27. CIE's representations to TEP USA regarding which equipment or inventory was used or held for use in connection with the North Platte leases.
28. All expenses incurred by CIE after January 1, 2018, for which CIE seeks or has sought reimbursement from TEP USA.
29. All expenses incurred by CIE prior to January 1, 2018, for which CIE seeks or has sought reimbursement from TEP USA.
30. All hourly wage charges incurred by CIE after January 1, 2018, for which CIE seeks or has sought reimbursement from TEP USA.
31. CIE's attempts to seek reimbursement from TEP USA for CIE's membership in HWCG.

32. The legal basis for CIE's attempts to seek reimbursement from TEP USA for expenses incurred by CIE.
33. The negotiation of a settlement agreement between CIE and TEP USA from September 1, 2018 to the present.
34. CIE's maintenance and segregation of proceeds from any sale of equipment or inventory.
35. CIE's payment of any rental payment for leases in the Gulf of Mexico.
36. CIE's determination whether to pay any rental payment for leases in the Gulf of Mexico.
37. AUV survey data acquired by C&C Technologies Survey Services on behalf of CIE.
38. CIE's efforts in 2019 to market Net Operating Losses related to leases in the Gulf of Mexico.
39. CIE's efforts in 2019 to market leases in the Gulf of Mexico.

**EXHIBIT D**

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

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In re:	)	
	)	Chapter 11
COBALT INTERNATIONAL ENERGY, INC., <i>et al.</i> <sup>1</sup>	)	Case No. 17-36709 (MI)
Reorganized Debtors.	)	(Jointly Administered)

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**PLAN ADMINISTRATOR’S THIRD SET OF REQUESTS FOR PRODUCTION**

Pursuant to Rule 34 of the Federal Rules of Civil Procedure (“FRCP”), Rules 7026, 7034, and 9014 of the Federal Rules of Bankruptcy Procedure (“FRBP”), and the Local Rules of the United States District Court for the Southern District of Texas, Nader Tavakoli, solely in his capacity as Lead Member and Chairman of the Plan Administrator Committee of Cobalt International Energy, Inc., *et al.* (the “Plan Administrator”) appointed in the above-captioned chapter 11 cases of Cobalt International Energy, Inc., *et al.* (collectively, the “Debtors,” and after the effective date of the Cobalt International Energy, Inc., *et al.* Plan of Reorganization, the “Reorganized Debtors”), by and through its undersigned counsel, hereby request that Total E&P USA, Inc. (“Total E&P”) serve written responses to the attached requests and produce responsive documents for inspection and copying, at the offices of the Plan Administrator’s undersigned counsel of record, Greenberg Traurig, LLP 1000 Louisiana, Suite 1700, Houston, Texas 77010, within thirty (30) days after service of these requests.

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<sup>1</sup> The Reorganized Debtors in the Chapter 11 Cases, along with the last four digits of each Reorganized Debtor’s federal tax identification number, are: Cobalt International Energy, Inc. (1169); Cobalt International Energy GP, LLC (7374); Cobalt International Energy, L.P. (2411); Cobalt GOM LLC (7188); Cobalt GOM # 1 LLC (7262); and Cobalt GOM # 2 LLC (7316).

Dated: September 6, 2019.

Respectfully submitted,

**GREENBERG TRAUIG LLP**

By: /s/ Chris M. LaVigne

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*Counsel for Nader Tavakoli, solely in his capacity as Lead Member and Chairman of the Plan Administrator Committee of Cobalt International Energy, Inc. et al.*

**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that a true and correct copy of the foregoing was served on September 6, 2019, by electronic mail and/or electronic service to counsel of record for Total E&P USA, Inc.

/s/ Chris M. LaVigne

Chris M. LaVigne

## INSTRUCTIONS

1. Unless otherwise indicated below, the below Requests for Production are limited to the time period of January 1, 2008 to the present. However, You are under an ongoing duty to supplement Your responses with any newly discovered responsive information.
2. You shall answer each Discovery Request, in writing, unless it is objected to, in which event, you shall state specifically the reason(s) for objection and answer the remainder of the Discovery Request to which the objection does not apply.
3. If a claim for privilege is asserted in objecting to any Discovery Request, or subpart thereof, furnish the following information with respect to that portion of the Discovery Request as to which the claim of privilege is asserted: (a) the basis on which the privilege is claimed; (b) the type of information withheld; and (c) the general subject matter of the information withheld.
4. The responses to the Discovery Requests are to be signed by the Person making them, and the objections are to be signed by the attorney making them.
5. Your response to these Discovery Requests shall be supplemented as required by Federal Rule of Civil Procedure 26(e).
6. These Discovery Requests are continuing in nature. If after answering the Discovery Requests, You obtain or become aware of any information, Documents, or answers which are responsive to these Discovery Requests, supplementary responses are required.
7. As to all requests for production, each request solicits all Documents in your possession, custody, or control, including but not limited to all information available to you or obtainable by you from your attorneys, agents, and representatives, and all other persons or entities acting in concert with you or on your behalf.
8. As to all requests for production, you shall produce originals or exact duplicates of the Documents requested at the offices of Greenberg Traurig, 1000 Louisiana Street, Suite 1700, Houston, Texas 77002, or at such other mutually agreeable place within thirty (30) days.
9. As to all requests for production, the Documents that are within your possession, custody, or control shall be produced as they are kept in the usual course of business or shall be organized and labeled by you to correspond with the categories in this Request.
10. As to all requests for production, the Representative specifically requests production of electronic or magnetic data. All image files shall be produced in their native formats, such as TIF, GIF, JPEG, or PDF. All Documents shall also be produced in their native formats, such as Microsoft Word, Microsoft Excel, or Word Perfect. With respect to all other electronic or magnetic data, please produce in ASCII format and for any file based data, please produce in an ASCII delimited text format, identifying the delimiters. All electronic and magnetic data or media shall be produced on a USB flash drive.

11. As to all requests for production, if any document requested to be produced was, but is no longer, in your possession, custody, or control, or is no longer in existence, state whether it is:

- a. missing or lost;
- b. destroyed;
- c. transferred voluntarily or involuntarily to others and if so to whom; or
- d. otherwise disposed of.

In each instance, explain the circumstances surrounding and the authorization for such disposition and state the approximate date thereof.

12. The singular form of a word includes the plural form of that word, and the plural form of a word includes the singular form of that word.

13. The words “and” and “or” shall be construed either conjunctively or disjunctively, whichever would make each request inclusive rather than exclusive.

14. Terms defined herein are used with and without caps and they both shall be interpreted to mean the same.

### **DEFINITIONS**

1. “AFE” means Authorization for Expenditure.
2. “Alliance Agreements” refers to GoM Program Management and AMI Agreement and Simultaneous Exchange Agreement.
3. “Anchor” means the prospect located in the Green Canyon area and comprised of the leases and wells identified on Exhibits A and B of the Anchor Asset Purchase Agreement.
4. “Anchor Asset Purchase Agreement” or “Anchor APA” means that certain Asset Purchase Agreement dated March 12, 2018, between Cobalt Energy International, Inc. as seller and Total E&P U, Inc. as buyer, for the Anchor prospect.
5. “Any” refers to any and all Documents, persons, or entities inclusively, not the option of responding as to some but not others. It further includes the word “all,” and “all” includes the word “any.”
6. “Agreement” means any contract, agreement, understanding, or arrangement among two or more persons, written or oral, formal or informal, express or implied.
7. “Communication” means any transmission or exchange of information, ideas, facts, data, proposals, or any other matter, whether between individuals or between or among the

members of a group, whether face-to-face, by telephone, or by means of written, electronic, or other medium.

8. “Concerning” means relating to, referring to, describing, evidencing or constituting.

9. “Debtors” means Cobalt International Energy, Inc., Cobalt International Energy GP, LLC, Cobalt International Energy, L.P., Cobalt GOM LLC, Cobalt GOM # 1 LLC, Cobalt GOM # 2 LLC and/or any agent(s), representative(s), affiliate(s), and any other person and entity acting on their behalf.

10. “Document” means anything which may be considered to be a document or tangible thing within the meaning of Federal Rule of Civil Procedure 34(a)(1)(A) and means the original, or any copy if the original is not available, of Documents and tangible things (including papers, books, accounts, drawings, graphs, charts, photographs, electronic or videotape recordings, data, and data compilations) that constitute or contain matters relevant to the subject matter of this litigation. “Document” includes, but is not limited to, any deed, deed of trust, promissory note, check, corporate-stock ledger, corporate-minute book, drawing, graph, photograph, film, video, phonorecord, report, minute, transcript, memorandum, note, jotting, paper, letter, correspondence, tape recording, email, voicemail, text message, electronic file, facsimile, communication, chart, map, plat, tape, disk, card, wire, and any other electronic, magnetic, or mechanical recording or transcript or any other information in addition to or in any way different from that contained in or on the original, and all attachments, enclosures, or Documents affixed or referred to in any Documents. The term “Documents” includes all Documents, by whomever prepared, within the care, custody, or control of the party to whom these discovery requests are addressed, as well as Documents that such a party has a legal right to obtain, to copy, or has access to, and Documents that have been placed in the temporary possession, custody, or control of any third party.

11. “Exploratory Assets” mean the leases identified on Exhibit A of the Exploratory Asset Purchase Agreement.

12. “Exploratory Asset Purchase Agreement” or “Exploratory APA” means that certain Asset Purchase Agreement dated March 12, 2018 between Cobalt Energy International Inc., as seller and Total E&P USA, Inc. as buyer, for the exploratory assets.

13. “GoM Program Management and AMI Agreement” means the agreement entered into by Cobalt International Energy, L.P. and Total E&P USA, Inc. effective on April 6, 2009, for participation in the GoM Program as defined therein.

14. “Identify” means, when referring to a Person, to give, to the extent known, the person’s full name, present or last known address, contact information (i.e., e-mail address and/or phone number) and when referring to a natural Person, additionally, the present or last known place of employment, and, when referring to Documents, means to give, to the extent known, the (i) type of Document; (ii) general subject matter; (iii) date of the Document; and (iv) author(s), addressee(s) and recipient(s).

15. “Information” means data of any kind recorded in any language, including machine language and recorded numerically, and in any form of expression.

16. “JIB” means joint interest billing and/or joint interest billing statements for the cost of operations for wells in which you had a working interest.

17. “Motion” means the Emergency Motion to Implement the Plan in Facilitation of Asset Sales filed by the Plan Administrator on June 1, 2018.

18. “North Platte” means the prospect located in the Garden Banks area and comprised of the leases and wells identified on Exhibits A and B of the North Platte Asset Purchase Agreement.

19. “North Platte Asset Purchase Agreement” or “North Platte APA” means that certain Asset Purchase Agreement dated March 12, 2018 between Cobalt Energy International Inc., as seller and Total E&P USA, Inc. and Statoil Gulf of Mexico, LLC, as buyers, for the North Platte prospect.

20. “Person” means any natural person, public or private corporation, partnership, joint venture, association, group, government, or governmental entity (including any governmental agency or political subdivision of any government), and any other form of business or legal organizational arrangement.

21. “Plan Administrator” means Nader Tavakoli, solely in his capacity as Lead Member and Chairman of the Plan Administrator Committee of Cobalt International Energy, Inc., *et al.*

22. “Properties” shall have the same meaning as ascribed to it in the APA.

23. “Remaining Inventory” means the inventory identified on the documents bates labeled COBALT000001 to COBALT000012.

24. “Reorganized Debtors” means the Debtors as defined in, and after the effective date of, the Cobalt International Energy, Inc., *et al.* Plan of Reorganization.

25. “Relating” means constitutes, embodies, comprises, reflects, discusses, identifies, states, comments on, responds to, describes, analyzes, contains information concerning, or is any way related, connected, associated, or pertinent to the stated subject matter.

26. “Simultaneous Exchange Agreement” means the agreement between Cobalt International Energy, L.P. and Total E&P USA, Inc. effective on April 6, 2009, for participation in the Obligation Well Program and exchange of certain interests as defined therein.

27. “Statoil” means Statoil Gulf of Mexico LLC (now known as Equinor) and includes all successors and predecessors in interest and any agent, representative, affiliate, and any other person and/or entity acting on behalf of it or its successors and predecessors in interest.

28. “Total Proof of Claim” means the proof of claim filed by Total E&P and assigned Claim # 288.

29. “Total Statement” means the Statement of Ownership of Total E&P USA, Inc. in Respect of Remaining Inventory filed on July 9, 2018 with the Bankruptcy Court.

30. “Total E&P” means Total E&P USA, Inc. and includes all successors and predecessors in interest and any agent, representative, affiliate, and any other person and/or entity acting on behalf of it or its successors and predecessors in interest.

31. “You,” “Your,” or Total E&P refers to Total E&P USA, Inc. and includes all successors and predecessors in interest and any agent, representative, affiliate, and any other person and entity acting on behalf of you or your successors and predecessors in interest.

### **THIRD SET OF REQUESTS FOR PRODUCTION**

1. Produce all Documents that evidence, refer to or reflect the transfer of ownership of the Remaining Inventory from the Debtors or Reorganized Debtors to Total E&P.

2. Produce all Documents containing or evidencing Communications between Total E&P and the Debtors or Reorganized Debtors and referring to or reflecting that Total E&P is the owner of the Remaining Inventory or to any actual or proposed transfer of ownership to of the Remaining Inventory to Total E&P.

3. Produce all Documents containing or evidencing internal Communications within Total E&P referring to or reflecting that Total E&P is the owner of the Remaining Inventory or to any actual or proposed transfer of ownership to of the Remaining Inventory to Total E&P.

4. Produce all Documents containing or evidencing Communications with any person or entity other than the Debtors or Reorganized Debtors referring to or reflecting that Total E&P is the owner of the Remaining Inventory or to any actual or proposed transfer of ownership to of the Remaining Inventory to Total E&P.

5. Produce all Documents that evidence, refer to or reflect the use of Debtors’ inventory that Debtors had on hand as of September 2009.

6. Produce all Documents containing or evidencing Communications between Total E&P and the Debtors or Reorganized Debtors that evidence, refer to, or reflect the satisfaction of the conditions set forth in section 5.01 of the Simultaneous Exchange Agreement.

7. Produce all Documents containing or evidencing internal Communications within Total E&P that evidence, refer to, or reflect the satisfaction of the conditions set forth in section 5.01 of the Simultaneous Exchange Agreement.

8. Produce all Documents containing or evidencing Communications between Total E&P and the Debtors or Reorganized Debtors that evidence, refer to, or reflect that Total E&P is

the owner of the Remaining Inventory under the Operating Agreement(s) addressed in Section 5.03(b) of the Simultaneous Exchange Agreement.

9. Produce all Documents containing or evidencing internal Communications within Total E&P that evidence, refer to, or reflect that Total E&P is the owner of the Remaining Inventory under the Operating Agreement(s) addressed in Section 5.03(b) of the Simultaneous Exchange Agreement.

10. Produce all Documents that evidence the Debtors or Reorganized Debtors held the Remaining Inventory for use on the Exploratory Assets.

11. Produce all Documents evidencing any Communications with Statoil concerning the Remaining Inventory and potentially and/or actually waiving any claim to the Remaining Inventory under the North Platt APA or otherwise.

12. Produce all Documents containing or evidencing Communications between Total E&P and the Debtors or Reorganized Debtors concerning work performed by the Debtors or Reorganized Debtors on the North Platte assets after the “Effective Time” under the North Platte APA.

13. Produce all Documents containing or evidencing internal Communications within Total E&P concerning work performed by the Debtors or Reorganized Debtors on the North Platte assets after the “Effective Time” under the North Platte APA.

14. Produce all Documents containing or evidencing Communications with any person or entity other than the Debtors or Reorganized Debtors concerning work performed by the Debtors or Reorganized Debtors on the North Platte assets after the “Effective Time” under the North Platte APA.

15. Produce all Documents and Communications that refer or relate to the well known as North Platte #5 in the North Platte prospect.

16. Produce all Documents and Communications related to Total E&P’s application(s) for Suspension of Production on assets Total E&P acquired pursuant to the North Platte APA.

17. Produce all Documents containing or evidencing Communications between Total E&P and the Debtors or Reorganized Debtors concerning the maintenance and/or operation of assets related to the North Platte APA by the Debtors or Reorganized Debtors from the “Effective Time” through the “Closing Date” under the North Platte APA.

18. Produce all Documents containing or evidencing internal Communications within Total E&P concerning the maintenance and/or operation of assets related to the North Platte APA by the Debtors or Reorganized Debtors from the “Effective Time” through the “Closing Date” under the North Platte APA.

19. Produce all Documents containing or evidencing Communications with any person or entity other than the Debtors or Reorganized Debtors concerning the maintenance and/or operation of assets related to the North Platte APA by the Debtors or Reorganized Debtors from the “Effective Time” through the “Closing Date” under the North Platte APA.

20. Produce all Documents containing or evidencing Communications between Total E&P and the Debtors or Reorganized Debtors concerning hours billed and rates charged for employees of the Debtors or Reorganized Debtors to maintain and/or operate the North Platte assets from the “Effective Time” through the “Closing Date” under the North Platte APA.

21. Produce all Documents containing or evidencing internal Communications within Total E&P concerning hours billed and rates charged for employees of the Debtors or Reorganized Debtors to maintain and/or operate the North Platte assets from the “Effective Time” through the “Closing Date” under the North Platte APA.

22. Produce all Documents containing or evidencing Communications with any person or entity other than the Debtors or Reorganized Debtors concerning hours billed and rates charged for employees of the Debtors or Reorganized Debtors to maintain and/or operate the North Platte assets from the “Effective Time” through the “Closing Date” under the North Platte APA.

23. Produce all Documents containing or evidencing Communications between Total E&P and the Debtors or Reorganized Debtors concerning amounts paid by the Debtors or Reorganized Debtors to contractors to maintain and/or operate the North Platte assets from the “Effective Time” through the “Closing Date” under the North Platte APA.

24. Produce all Documents containing or evidencing internal Communications within Total E&P concerning amounts paid by the Debtors or Reorganized Debtors to contractors to maintain and/or operate the North Platte assets from the “Effective Time” through the “Closing Date” under the North Platte APA.

25. Produce all Documents containing or evidencing Communications with any person or entity other than the Debtors or Reorganized Debtors concerning amounts paid by the Debtors or Reorganized Debtors to contractors to maintain and/or operate the North Platte assets from the “Effective Time” through the “Closing Date” under the North Platte APA.

26. Produce all Documents evidencing that the efforts to market and sell the Remaining Inventory were inadequate or otherwise improper.

27. Produce all Documents evidencing the value of the Remaining Inventory.

28. Produce all Documents evidencing that the amount realized from the sale of Remaining Inventory was inadequate.

29. Produce all Documents evidencing that the proceeds from the sale of the Remaining Inventory have not been properly segregated.

30. Produce all Documents evidencing that the Plan Administrator breached any fiduciary duties in the marketing or sale of the Remaining Inventory.

31. Produce all Documents evidencing that the Plan Administrator has personal liability related to the marketing or sale of the Remaining Inventory.

32. All Documents evidencing any claims Total E&P is asserting against the Debtors, the Reorganized Debtors, or the Plan Administrator beyond the claims that Total E&P (1) is entitled to the monies set aside as a purchase price adjustment under the North Platte APA; (2) is entitled to the proceeds from the sale of the Remaining Inventory; and (3) is entitled to damages based on the marketing and/or sale of the Remaining Inventory.

**EXHIBIT E**



Dated: September 17, 2019.

Respectfully submitted,

**GREENBERG TRAUIG LLP**

By: /s/ Chris M. LaVigne  
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Facsimile: 214-665-3601

*Counsel for Nader Tavakoli, solely in his capacity as Lead Member and Chairman of the Plan Administrator Committee of Cobalt International Energy, Inc. et al.*

**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that a true and correct copy of the foregoing was served on September 17, 2019, by electronic mail and/or electronic service to counsel of record for Total E&P USA, Inc.

/s/ Chris M. LaVigne  
Chris M. LaVigne

## INSTRUCTIONS

1. Unless otherwise indicated below, the below Requests for Production are limited to the time period of January 1, 2008 to the present. However, You are under an ongoing duty to supplement Your responses with any newly discovered responsive information.
2. You shall answer each Discovery Request, in writing, unless it is objected to, in which event, you shall state specifically the reason(s) for objection and answer the remainder of the Discovery Request to which the objection does not apply.
3. If a claim for privilege is asserted in objecting to any Discovery Request, or subpart thereof, furnish the following information with respect to that portion of the Discovery Request as to which the claim of privilege is asserted: (a) the basis on which the privilege is claimed; (b) the type of information withheld; and (c) the general subject matter of the information withheld.
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5. Your response to these Discovery Requests shall be supplemented as required by Federal Rule of Civil Procedure 26(e).
6. These Discovery Requests are continuing in nature. If after answering the Discovery Requests, You obtain or become aware of any information, Documents, or answers which are responsive to these Discovery Requests, supplementary responses are required.
7. As to all requests for production, each request solicits all Documents in your possession, custody, or control, including but not limited to all information available to you or obtainable by you from your attorneys, agents, and representatives, and all other persons or entities acting in concert with you or on your behalf.
8. As to all requests for production, you shall produce originals or exact duplicates of the Documents requested at the offices of Greenberg Traurig, 1000 Louisiana Street, Suite 1700, Houston, Texas 77002, or at such other mutually agreeable place within thirty (30) days.
9. As to all requests for production, the Documents that are within your possession, custody, or control shall be produced as they are kept in the usual course of business or shall be organized and labeled by you to correspond with the categories in this Request.
10. As to all requests for production, the Representative specifically requests production of electronic or magnetic data. All image files shall be produced in their native formats, such as TIF, GIF, JPEG, or PDF. All Documents shall also be produced in their native formats, such as Microsoft Word, Microsoft Excel, or Word Perfect. With respect to all other electronic or magnetic data, please produce in ASCII format and for any file based data, please produce in an ASCII delimited text format, identifying the delimiters. All electronic and magnetic data or media shall be produced on a USB flash drive.

11. As to all requests for production, if any document requested to be produced was, but is no longer, in your possession, custody, or control, or is no longer in existence, state whether it is:

- a. missing or lost;
- b. destroyed;
- c. transferred voluntarily or involuntarily to others and if so to whom; or
- d. otherwise disposed of.

In each instance, explain the circumstances surrounding and the authorization for such disposition and state the approximate date thereof.

12. The singular form of a word includes the plural form of that word, and the plural form of a word includes the singular form of that word.

13. The words “and” and “or” shall be construed either conjunctively or disjunctively, whichever would make each request inclusive rather than exclusive.

14. Terms defined herein are used with and without caps and they both shall be interpreted to mean the same.

### **DEFINITIONS**

1. “AFE” means Authorization for Expenditure.
2. “Alliance Agreements” refers to GoM Program Management and AMI Agreement and Simultaneous Exchange Agreement.
3. “Anchor” means the prospect located in the Green Canyon area and comprised of the leases and wells identified on Exhibits A and B of the Anchor Asset Purchase Agreement.
4. “Anchor Asset Purchase Agreement” or “Anchor APA” means that certain Asset Purchase Agreement dated March 12, 2018, between Cobalt Energy International, Inc. as seller and Total E&P U, Inc. as buyer, for the Anchor prospect.
5. “Any” refers to any and all Documents, persons, or entities inclusively, not the option of responding as to some but not others. It further includes the word “all,” and “all” includes the word “any.”
6. “Agreement” means any contract, agreement, understanding, or arrangement among two or more persons, written or oral, formal or informal, express or implied.
7. “Communication” means any transmission or exchange of information, ideas, facts, data, proposals, or any other matter, whether between individuals or between or among the

members of a group, whether face-to-face, by telephone, or by means of written, electronic, or other medium.

8. “Concerning” means relating to, referring to, describing, evidencing or constituting.

9. “Debtors” means Cobalt International Energy, Inc., Cobalt International Energy GP, LLC, Cobalt International Energy, L.P., Cobalt GOM LLC, Cobalt GOM # 1 LLC, Cobalt GOM # 2 LLC and/or any agent(s), representative(s), affiliate(s), and any other person and entity acting on their behalf.

10. “Document” means anything which may be considered to be a document or tangible thing within the meaning of Federal Rule of Civil Procedure 34(a)(1)(A) and means the original, or any copy if the original is not available, of Documents and tangible things (including papers, books, accounts, drawings, graphs, charts, photographs, electronic or videotape recordings, data, and data compilations) that constitute or contain matters relevant to the subject matter of this litigation. “Document” includes, but is not limited to, any deed, deed of trust, promissory note, check, corporate-stock ledger, corporate-minute book, drawing, graph, photograph, film, video, phonorecord, report, minute, transcript, memorandum, note, jotting, paper, letter, correspondence, tape recording, email, voicemail, text message, electronic file, facsimile, communication, chart, map, plat, tape, disk, card, wire, and any other electronic, magnetic, or mechanical recording or transcript or any other information in addition to or in any way different from that contained in or on the original, and all attachments, enclosures, or Documents affixed or referred to in any Documents. The term “Documents” includes all Documents, by whomever prepared, within the care, custody, or control of the party to whom these discovery requests are addressed, as well as Documents that such a party has a legal right to obtain, to copy, or has access to, and Documents that have been placed in the temporary possession, custody, or control of any third party.

11. “Exploratory Assets” mean the leases identified on Exhibit A of the Exploratory Asset Purchase Agreement.

12. “Exploratory Asset Purchase Agreement” or “Exploratory APA” means that certain Asset Purchase Agreement dated March 12, 2018 between Cobalt Energy International Inc., as seller and Total E&P USA, Inc. as buyer, for the exploratory assets.

13. “GoM Program Management and AMI Agreement” means the agreement entered into by Cobalt International Energy, L.P. and Total E&P USA, Inc. effective on April 6, 2009, for participation in the GoM Program as defined therein.

14. “Identify” means, when referring to a Person, to give, to the extent known, the person’s full name, present or last known address, contact information (i.e., e-mail address and/or phone number) and when referring to a natural Person, additionally, the present or last known place of employment, and, when referring to Documents, means to give, to the extent known, the (i) type of Document; (ii) general subject matter; (iii) date of the Document; and (iv) author(s), addressee(s) and recipient(s).

15. “Information” means data of any kind recorded in any language, including machine language and recorded numerically, and in any form of expression.

16. “JIB” means joint interest billing and/or joint interest billing statements for the cost of operations for wells in which you had a working interest.

17. “Motion” means the Emergency Motion to Implement the Plan in Facilitation of Asset Sales filed by the Plan Administrator on June 1, 2018.

18. “North Platte” means the prospect located in the Garden Banks area and comprised of the leases and wells identified on Exhibits A and B of the North Platte Asset Purchase Agreement.

19. “North Platte Asset Purchase Agreement” or “North Platte APA” means that certain Asset Purchase Agreement dated March 12, 2018 between Cobalt Energy International Inc., as seller and Total E&P USA, Inc. and Statoil Gulf of Mexico, LLC, as buyers, for the North Platte prospect.

20. “Person” means any natural person, public or private corporation, partnership, joint venture, association, group, government, or governmental entity (including any governmental agency or political subdivision of any government), and any other form of business or legal organizational arrangement.

21. “Plan Administrator” means Nader Tavakoli, solely in his capacity as Lead Member and Chairman of the Plan Administrator Committee of Cobalt International Energy, Inc., *et al.*

22. “Properties” shall have the same meaning as ascribed to it in the APA.

23. “Remaining Inventory” means the inventory identified on the documents bates labeled COBALT000001 to COBALT000012.

24. “Reorganized Debtors” means the Debtors as defined in, and after the effective date of, the Cobalt International Energy, Inc., *et al.* Plan of Reorganization.

25. “Relating” means constitutes, embodies, comprises, reflects, discusses, identifies, states, comments on, responds to, describes, analyzes, contains information concerning, or is any way related, connected, associated, or pertinent to the stated subject matter.

26. “Simultaneous Exchange Agreement” means the agreement between Cobalt International Energy, L.P. and Total E&P USA, Inc. effective on April 6, 2009, for participation in the Obligation Well Program and exchange of certain interests as defined therein.

27. “Statoil” means Statoil Gulf of Mexico LLC (now known as Equinor) and includes all successors and predecessors in interest and any agent, representative, affiliate, and any other person and/or entity acting on behalf of it or its successors and predecessors in interest.

28. “Total Proof of Claim” means the proof of claim filed by Total E&P and assigned Claim # 288.

29. “Total Statement” means the Statement of Ownership of Total E&P USA, Inc. in Respect of Remaining Inventory filed on July 9, 2018 with the Bankruptcy Court.

30. “Total E&P” means Total E&P USA, Inc. and includes all successors and predecessors in interest and any agent, representative, affiliate, and any other person and/or entity acting on behalf of it or its successors and predecessors in interest.

31. “You,” “Your,” or Total E&P refers to Total E&P USA, Inc. and includes all successors and predecessors in interest and any agent, representative, affiliate, and any other person and/or entity acting on behalf of you or your successors and predecessors in interest.

#### **FOURTH SET OF REQUESTS FOR PRODUCTION**

1. Produce all Documents containing or evidencing Communications between Total E&P and Statoil concerning the ownership of the Remaining Inventory.

2. Produce all Documents containing or evidencing Communications between Total E&P and Statoil concerning any transfer of ownership of the Remaining Inventory.

3. Produce all Documents containing or evidencing Communications between Total E&P and Statoil concerning any proposed transfer of ownership of the Remaining Inventory.

4. Produce all Documents containing or evidencing Communications between Total E&P and Statoil concerning the use of Debtors’ inventory that Debtors had on hand as of September 2009.

5. Produce all Documents containing or evidencing Communications between Total E&P and Statoil concerning the Simultaneous Exchange Agreement.

6. Produce all Documents containing or evidencing Communications between Total E&P and Statoil concerning work performed by the Debtors or Reorganized Debtors on the North Platte assets after the “Effective Time” under the North Platte APA.

7. Produce all Documents containing or evidencing Communications between Total E&P and Statoil concerning the well known as North Platte #5 in the North Platte prospect.

8. Produce all Documents containing or evidencing Communications between Total E&P and Statoil concerning Total E&P’s application(s) for Suspension of Production on assets Total E&P acquired pursuant to the North Platte APA.

9. Produce all Documents containing or evidencing Communications between Total E&P and Statoil concerning the maintenance and/or operation of assets related to the North Platte APA by the Debtors or Reorganized Debtors from the “Effective Time” through the “Closing Date” under the North Platte APA.

10. Produce all Documents containing or evidencing Communications between Total E&P and Statoil concerning hours billed and rates charged for employees of the Debtors or Reorganized Debtors to maintain and/or operate the North Platte assets from the “Effective Time” through the “Closing Date” under the North Platte APA.

11. Produce all Documents containing or evidencing Communications between Total E&P and Statoil concerning amounts paid by the Debtors or Reorganized Debtors to contractors to maintain and/or operate the North Platte assets from the “Effective Time” through the “Closing Date” under the North Platte APA.

12. Produce all Documents containing or evidencing Communications between Total E&P and Statoil concerning the efforts to market and sell the Remaining Inventory.

13. Produce all Documents containing or evidencing Communications between Total E&P and Statoil concerning the value of the Remaining Inventory.

14. Produce all Documents containing or evidencing Communications between Total E&P and Statoil concerning that the amount realized from the sale of Remaining Inventory.

15. Produce all Documents containing or evidencing Communications between Total E&P and Statoil concerning the proceeds from the sale of the Remaining Inventory.

16. Produce all Documents containing or evidencing Communications between Total E&P and Statoil concerning any alleged breaches of fiduciary duties by the Plan Administrator in the marketing or sale of the Remaining Inventory.

17. Produce all Documents containing or evidencing Communications between Total E&P and Statoil concerning any alleged personal liability of the Plan Administrator related to the marketing or sale of the Remaining Inventory.

18. Produce all Documents containing or evidencing Communications between Total E&P and Statoil concerning any claims Total E&P is asserting against the Debtors, the Reorganized Debtors, or the Plan Administrator beyond the claims that Total E&P (1) is entitled to the monies set aside as a purchase price adjustment under the North Platte APA; (2) is entitled to the proceeds from the sale of the Remaining Inventory; and (3) is entitled to damages based on the marketing and/or sale of the Remaining Inventory.

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION

In Re:	§	Chapter 11
	§	
COBALT INTERNATIONAL ENERGY, INC., et al	§	Case No. 17-36709 (MI)
	§	(Jointly Administered)
Debtor,	§	RE: D.I. 894, 925

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**[PROPOSED] ORDER ON TOTAL E&P USA, INC.’S REQUEST FOR STATUS  
CONFERENCE, MOTION FOR ENTRY OF SCHEDULING ORDER, AND MOTION  
TO COMPEL DEPOSITIONS**

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The Court has considered the Request for Status Conference, Motion for Entry of Scheduling Order, and Motion to Compel Depositions by Total E&P USA, Inc. (“TEP’s Motion”), as well as the arguments of the parties. The Court finds that the motion is meritorious. Accordingly,

IT IS ORDERED as follows:

- (1) a scheduling order with a trial date of April 2020 will issue;
- (2) CIE is to produce a corporate representative on the topics in Exhibit C to TEP’s Motion before January 31, 2020; and
- (3) CIE is to present the Plan Administrator for deposition before January 31, 2020.

Date: \_\_\_\_\_

\_\_\_\_\_  
Judge Marvin Isgur, United States Bankruptcy Judge

Respectfully submitted,

**AHMAD, ZAVITSANOS, ANAIPAKOS,  
ALAVI & MENSING PC**

*/s/ Ryan Hackney* \_\_\_\_\_

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