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IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

In re HIGHLAND CAPITAL MANAGEMENT, L.P.,[1] Debtor.	§	Chapter 11 Case No. 19-34054-sgj11
UBS SECURITIES LLC and UBS AG LONDON BRANCH, Plaintiffs, v. HIGHLAND CAPITAL MANAGEMENT, L.P., Defendant.	§	Adversary Proceeding No. 21-03020-sgj

UBS'S MOTION FOR LEAVE TO FILE SUR-REPLY IN OPPOSITION TO FOREIGN NON-PARTY SENTINEL REINSURANCE, LTD.'S MOTION FOR PROTECTIVE ORDER

[1] The last four digits of the Debtor's taxpayer identification number are 6725. The Debtor's headquarters and service address is 100 Crescent Court, Suite 1850, Dallas, TX 75201.

UBS Securities LLC and UBS AG London Branch (together, "UBS"), plaintiffs in this adversary proceeding and creditors in the above-captioned chapter 11 case, respectfully seek leave to file a sur-reply in opposition to the motion for a protective order [Adv. Dkt. No. 106] (the "Motion") by non-party Sentinel Reinsurance, Ltd. ("Sentinel"), which seeks to stay compliance with a *Subpoena to Produce Documents, Information, or Objects or To Permit Inspection in a Bankruptcy Case or Adversary Proceeding* served on Beecher Carlson Insurance Services, LLC ("Beecher").

RELIEF REQUESTED

1. UBS seeks permission to file a sur-reply in opposition to the Motion and to respond to new contentions and arguments made by Sentinel in its Reply [Adv. Dkt. No. 123]. A copy of UBS's proposed sur-reply is attached as Exhibit B.

BASIS FOR RELIEF REQUESTED

2. Motion practice in adversary proceedings before this Court is governed by Local Bankruptcy Rules 7007-1 and 7007-2, which do not authorize reply briefs or sur-replies as of right. Nevertheless, on October 20, 2021—40 days after UBS filed its Opposition [Adv. Dkt. No. 108] and just a week before the hearing—Sentinel filed its Reply without obtaining leave from the Court or conferring with UBS.

3. In its Reply, Sentinel argues for the first time that: (i) the Cayman Data Protection Act and Confidential Information Disclosure Act permit the withholding of certain information that Beecher would otherwise produce and authorize Sentinel to redact such information (¶ 5); (ii) it has standing to seek a protective order under FRCP 45(d)(3); and (iii) "additional facts" about the documents Sentinel incorrectly believes satisfy its evidentiary burden warrant the relief it seeks (¶¶ 4-5, 16). Sentinel also attempted to remedy its evidentiary deficiencies by submitting 11 exhibits two days before the hearing, *see* [Adv. Dkt. Nos. 128-38].

4. Sentinel is wrong, and its last-minute submissions are improper. *See, e.g.*, *Monitronics Int'l, Inc. v. Skyline Sec. Mgmt., Inc.*, No. 16-cv-2716-M-BK, 2017 WL 7520612, at *2 n.2 (N.D. Tex. Oct. 30, 2017) ("Defendants may not advance this argument for the first time in their reply." (quoting *United States v. Jackson*, 426 F.3d 301, 304 n.2 (5th Cir. 2005)); *Springs Indus., Inc. v. Am. Motorists Ins. Co.*, 137 F.R.D. 238, 239 (N.D. Tex. 1991) ("It cannot seriously be disputed that a movant is obligated to file with a motion the evidentiary materials necessary to justify the relief it seeks."); *Lewis v. Sw. Airlines Co.*, No. 16-cv-1538, 2017 WL 879225, at *3 (N.D. Tex. Mar. 6, 2017) ("It is generally improper for a party to introduce new evidence at the reply stage of a motion proceeding."). In these circumstances, courts either decline to consider the dilatory submissions or grant the non-movant leave to file a response. *See, e.g.*, *Heatcraft Refrigeration Prod. LLC v. Freezing Equip. Co.*, No. 20-cv-1689, 2020 WL 9763093, at *1 n.2 (N.D. Tex. Aug. 3, 2020) (citing cases).

CONCLUSION

5. UBS thus respectfully requests that the Court disregard Sentinel's Reply and exhibits or grant UBS leave to file the attached sur-reply.

Dated: October 27, 2021

Respectfully submitted,

/s/ *Sarah Tomkowiak*

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Counsel for UBS Securities LLC and UBS AG London Branch

CERTIFICATE OF CONFERENCE

I, Sarah Tomkowiak, certify that, on October 26, 2021, counsel for UBS conferred with counsel for Sentinel Reinsurance, Ltd., about this Motion. Counsel for Sentinel indicated that Sentinel does not consent to the relief sought herein.

Dated: October 27, 2021

/s/ Sarah Tomkowiak
Sarah Tomkowiak

CERTIFICATE OF SERVICE

I, Martin Sosland, certify that *UBS's Motion for Leave to File Sur-Reply in Opposition to Foreign Non-Party Sentinel Reinsurance, Ltd.'s Motion for Protective Order* was filed electronically through the Court's ECF system, which provides notice to all parties of interest.

Dated: October 27, 2021

/s/ Martin Sosland
Martin Sosland

EXHIBIT A

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

In re HIGHLAND CAPITAL MANAGEMENT, L.P.,[1] Debtor.	§	Chapter 11 Case No. 19-34054-sgj11
UBS SECURITIES LLC and UBS AG LONDON BRANCH, Plaintiffs, v. HIGHLAND CAPITAL MANAGEMENT, L.P., Defendant.	§	Adversary Proceeding No. 21-03020-sgj

[1] The last four digits of the Debtor's taxpayer identification number are 6725. The Debtor's headquarters and service address is 100 Crescent Court, Suite 1850, Dallas, TX 75201.

ORDER GRANTING UBS'S MOTION FOR LEAVE TO FILE SUR-REPLY IN OPPOSITION TO FOREIGN NON-PARTY SENTINEL REINSURANCE, LTD.'S MOTION FOR PROTECTIVE ORDER

Upon consideration of *UBS's Motion for Leave to File Sur-Reply in Opposition to Foreign Non-Party Sentinel Reinsurance, Ltd.'s Motion for Protective Order* (the "Motion"), it is hereby **ORDERED** that:

1. The Motion is **GRANTED**; and
2. [The Court will disregard Sentinel's unauthorized reply brief and untimely exhibits [Adv. Dkt. Nos. 123, 128-38].] OR [UBS's may file its proposed sur-reply, attached as Exhibit B to the Motion, on the docket.]

###End of Order###

Order prepared by:

/s/ *Sarah Tomkowiak*

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EXHIBIT B

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[1] The last four digits of the Debtor's taxpayer identification number are 6725. The Debtor's headquarters and service address is 100 Crescent Court, Suite 1850, Dallas, TX 75201.

UBS Securities LLC and UBS AG London Branch (together, "UBS"), plaintiffs in this adversary proceeding and creditors in the above-captioned chapter 11 case, respectfully submit this sur-reply in opposition to the motion for a protective order [Adv. Dkt. No. 106] (the "Motion") by non-party Sentinel Reinsurance, Ltd. ("Sentinel"), which seeks to stay compliance with a *Subpoena to Produce Documents, Information, or Objects or To Permit Inspection in a Bankruptcy Case or Adversary Proceeding* (the "Subpoena") served on Beecher Carlson Insurance Services, LLC ("Beecher").

INTRODUCTION

1. Although it received no permission to file a reply in support of its Motion, Sentinel filed a reply on October 21 (*see* Adv. Dkt. No. 123, the "Reply"), over forty days after UBS filed its Opposition and less than a week before the scheduled hearing on the Motion. In that Reply, Sentinel presents a number of legal arguments and factual assertions that were not presented in the Motion in an apparent attempt to correct the deficiencies of the Motion, including, at a minimum, the Motion's failure to (1) present facts sufficient to show that Sentinel, as a non-subpoenaed third-party, should be allowed to dictate Beecher's response to the Subpoena without intervening in the case to do so, and (2) provide any law or fact that would support Sentinel's argument that it should be allowed to prevent the disclosure of any information it unilaterally deems to be its "business information" or somehow "confidential." *See, e.g.*, Reply ¶¶ 4, 6, 10. Regarding the latter point, Sentinel has confirmed in its filings that it believes "confidential business information" includes information about the "beneficial owners" of Sentinel (s*ee, e.g.*, *id.* ¶ 5), and Sentinel has informed UBS during a meet and confer that it also seeks to withhold any information about investments that Sentinel made. In other words, Sentinel claims the right to prevent Beecher from producing some of the most relevant information in this adversary proceeding, namely information about the ownership of Sentinel, who benefited from the fraudulent transfers to Sentinel, and where that

money has been sent. Because Sentinel's Reply is procedurally improper and raises new factual and legal arguments not presented in the Motion, UBS has sought leave to file this sur-reply to address Sentinel's new contentions.

ARGUMENT

I. THE COURT SHOULD DISREGARD SENTINEL'S ARGUMENTS RAISED FOR THE FIRST TIME IN ITS REPLY BECAUSE THEY ARE WAIVED

2. As explained in UBS's Opposition, Sentinel provided no evidence to support its argument that it has standing to seek a protective order or to meet its burden of proof justifying the requested relief—meaning its Motion must be denied. *See* Opp. ¶¶ 9-16 [Adv. Dkt. No. 108]. After all, "[i]t cannot seriously be disputed that a movant is obligated to file with a motion the evidentiary materials necessary to justify the relief it seeks." *Springs Indus., Inc. v. Am. Motorists Ins. Co.*, 137 F.R.D. 238, 239 (N.D. Tex. 1991). Sentinel's Reply attempts to get around this failure by asserting new arguments for the first time, including (i) identifying Cayman Islands' Data Protection Act and Confidential Information Disclosure Act as laws allegedly permitting Sentinel to withhold "confidential information" from civil discovery in the United States, (Reply ¶ 5); (ii) arguing that it has standing under Rule 45(d)(3) and citing for the first time new case law in support (*see id.* ¶ 12 (citing *Total Rx Care, LLC v. Great N. Ins. Co.*, 318 F.R.D. 587, 594 (N.D. Tex. 2017), and *Monitronics Int'l, Inc. v. Skyline Sec. Mgmt., Inc.*, No. 16-cv-2716, 2017 WL 7520612, at *2 (N.D. Tex. Oct. 30, 2017)); and (iii) adding "additional facts" about the documents Sentinel incorrectly believes satisfy its evidentiary burden to warrant the relief it seeks (Reply ¶¶ 4-5, 16). However, because Sentinel did not raise these in its Motion, they are waived.

3. A movant cannot remedy a defective motion with arguments and facts presented for the first time in a reply (let alone in a reply that was filed improperly without leave of Court). *See, e.g.*, *Monitronics*, 2017 WL 7520612, at *2 ("Arguments raised for the first time in a reply

brief . . . are waived." (quoting *United States v. Jackson*, 426 F.3d 301, 304 n.2 (5th Cir. 2005) (per curiam))); *Harrison v. Wells Fargo Bank, N.A.*, No. 13-cv-4682, 2016 WL 1392332, at *7 (N.D. Tex. Apr. 8, 2016) ("[E]ven if a reply is not required, a party may not properly hold back new or additional arguments or information from its opening motion and (for that matter) from any reply and seek to present it for the first time at oral argument on a motion."); *see also Harper v. City of Dallas, Tex.*, No. 14-cv-2647, 2017 WL 3674830, at *15 (N.D. Tex. Aug. 25, 2017) (similar); *In re Vaughan*, 471 B.R. 263, 279 (Bankr. D.N.M. 2012) ("While minor correction or supplementation in a reply brief for incorrect or missing support in the initial brief is certainly permissible, in this case the wholesale attempt to do in the reply brief what was the required showing in the initial brief is perhaps too little and certainly too late."); *In re e2 Commc'ns, Inc.*, 320 B.R. 849, 860 (Bankr. N.D. Tex. 2004) (evidence submitted after opening brief was not part of record in deciding motion). Indeed, this fundamental principle is reflected in Local Bankruptcy Rule 7007-1(g), which requires in an adversary proceeding that all evidence in support of a motion be submitted with the motion in an appendix.

4. Sentinel seeks to circumvent this black-letter law by arguing that it was not required to present all arguments and evidence in its Motion because such a requirement "suggests that each time a movant seeks relief, it must marshal all of its testimony in support of its motion and disclose the same along with the motion." Reply ¶ 15.[1] But that is exactly right: "It cannot seriously be

[1] Sentinel suggests that it could not "initially provide the evidence to support its request" because it did not have the Beecher documents, and cites *Performance Pulsation Control, Inc. v. Sigma Drilling Technologies, LLC*, No. 17-cv-450, 2018 WL 5636160, at*3 (E.D. Tex. Oct. 30, 2018), in support of this argument. Reply ¶ 16. But Sentinel admits that "its document review . . . has been ongoing since before its Motion was filed," *id.*—meaning it had the documents needed to substantiate its arguments all along. What's more, the court in *Performance Pulsation* did exactly what UBS requests here: It ordered production pursuant to a confidentiality order. *See* 2018 WL 5636160, at *3.

disputed that a movant is obligated to file with a motion the evidentiary materials necessary to justify the relief it seeks." *Springs Indus.*, 137 F.R.D. at 239. Absent some independent *right* to an evidentiary hearing, a movant must necessarily support its motion with the required evidence. And here, Sentinel has no right to a hearing—so its failure to submit evidence with its Motion is fatal.[2] *See In re River Hills Apartments Fund*, 813 F.2d 702, 706 (5th Cir. 1987) (summarizing hearing requirement); *Kaepa, Inc. v. Achilles Corp*., 76 F.3d 624, 628 (5th Cir. 1996) (observing that "no oral hearing is required" before deciding a motion without showing of disputed facts); *In re Stone*, 588 F.2d 1316, 1321 (10th Cir. 1978) (bankruptcy court properly refused to consider belated affidavit and properly refused to accept oral testimony).

II. EVEN IF THE NEW ARGUMENTS IN SENTINEL'S REPLY WERE NOT WAIVED, THEY ARE UNAVAILING

5. Even if the Court were to consider the arguments raised in the Reply—and as argued above, it should not—the Reply does not cure the Motion's deficiencies. The Motion should thus be denied.

A. Sentinel Still Has Not Established Standing To Seek A Protective Order As A Non-Subpoenaed Third Party

6. Sentinel claims that Rule 26(c)(1)'s textual provision that "[a] party or any person from whom discovery is sought may move for a protective order" means that it can seek a protective order by asserting that "it cannot be disputed that Sentinel, and not Beecher, is the target of the Subpoena." (Reply ¶ 14.) But it is undisputed that the Subpoena is directed to *Beecher*, not Sentinel, for documents in *Beecher's* possession in the United States. *See* [Adv. Dkt. No. 109-3] (subpoena to Beecher). Sentinel is thus neither "a party" nor "any person from whom discovery

[2] Sentinel claims in Reply that it is entitled to an evidentiary hearing but has since agreed that no evidence should be presented at the October 27 hearing. Based on the parties' agreement, the October 27 hearing should consist of attorney argument only.

is sought" as required under Rule 26(c)(1). And while Sentinel offers no authority to support its interpretation of Rule 26(c)(1)'s terms, there are numerous cases that go the other way. *See, e.g.*, *In re Beef Indus. Antitrust Litig.*, 589 F.2d 786, 789 (5th Cir. 1979) (holding that a motion for intervention under Rule 24 is required before a non-party may file motions in a case); *Estate of Baker ex rel. Baker v. Castro*, No. H-15-3495, 2020 WL 2235179, at *2 (S.D. Tex. May 7, 2020) ("'The procedurally correct course' for a nonparty to seek modification of a standing protective order in an action is to obtain the status of intervenor through Rule 24." (citation omitted)); *In re Yassai*, 225 B.R. 478, 484 (Bankr. C.D. Cal. 1998) ("Here, discovery is not sought from Movants; Movants are not parties to this action; and Movants have not moved to intervene in this action. Consequently, Movants lack standing to move for a protective order under FRCP 26(c)."). Moreover, UBS did not serve the Subpoena as "an end-run around service on Sentinel or its Manager" as Sentinel argues (Reply ¶ 14) but served the Subpoena on the *U.S.-based entity that possesses the relevant information*. There is nothing untoward or improper about such service.

7. As to Rule 45(d)(3), Sentinel argues for the first time that any party with a "personal right or privilege in the subject matter of the subpoena or a sufficient interest in it" has standing to seek a protective order. Reply ¶ 12 (quoting *Monitronics*, 2017 WL 7520612, at *2). Setting aside that *Monitronics* is factually distinguishable since (1) it dealt with *a party to the lawsuit* seeking to quash a subpoena, not a non-subpoenaed third party, and (2) trade secrets were at issue, thus bringing Rule 45(d)(3)(B) into play (which contains the "subject to or affected by a subpoena" language), Sentinel cannot escape the fact that it has no evidence to meet its burden of establishing that Sentinel is entitled to (or needs) protection under Rule 45(d)(3) when there is *already a protective order in place in the case to protect any entity's confidential information*. *See* Protective Order at 2-3 [Bankr. Dkt. No. 382]. Indeed, the very case Sentinel relies on—*Monitronics*—

denied the Rule 45 motion because the movants "present[ed] no evidence" to support their assertions and "fail[ed] to explain why the protective order that govern[ed] th[e] case would not ensure confidentiality." 2017 WL 7520612, at *4; *see also Orchestrate HR, Inc. v. Trombetta*, No. 13-cv-2110, 2014 WL 772859, at *5 (N.D. Tex. Feb. 27, 2014) (requiring production of asserted confidential materials because "the Protective Order expressly covers documents designated as confidential by third parties from whom the parties to this lawsuit request documents").

8. Sentinel also argues, without factual support, that it has discovered "additional facts" during its review to support its Motion, and asserts that the "Reviewable Documents include multi-hundred page documents which contain personal information of the underlying beneficial owners of certain CLOs and CDOs held by Sentinel and/or other Highland entities." Reply ¶¶ 5, 16. Yet these unsupported assertions are not enough to meet the evidentiary burden required for a protective order and again, even if true, fail to show how the existing protective order is any way insufficient such that Sentinel should be allowed to *withhold* this information. *See In re Terra Int'l, Inc.*, 134 F.3d 302, 306 (5th Cir. 1998) (per curiam) (movant may not rely on "stereotyped and conclusory statements" (citation omitted)); *McLeod, Alexander, Powel & Apffel, P.C. v. Quarles*, 894 F.2d 1482, 1485 (5th Cir. 1990) (district court properly denied motion for protective order where movant offered "merely conclusory" objections (citation omitted)). All told, even if the Court considers the new arguments in the Reply, Sentinel has failed to show either that it has standing to seek the protective order here or that the current protective order is in any way insufficient.

B. Sentinel Still Has Not Established That Confidentiality Or Privilege Concerns Merit The Relief It Seeks

9. Even if Sentinel had standing to bring the Motion, its Reply presents nothing to show that it is entitled to the relief it seeks, namely the withholding of any information Sentinel unilaterally deems to be "confidential business information." First, Sentinel argues that it is entitled to assert privilege over the documents in Beecher's possession because Beecher is "act[ing] as an agent of Sentinel under the Management Agreement." Reply ¶ 17. Sentinel also claims that it did not waive privilege by providing the documents to Beecher. Sentinel's new arguments regarding privilege are internally inconsistent and unavailing.

10. To start, Sentinel offers no detail to substantiate its claim of an asserted privilege. *See, e.g.*, *Areizaga v. ADW Corp.*, 314 F.R.D. 428, 439 (N.D. Tex. 2016) ("[A] one-sentence restatement of the allegation that a discovery response would violate work-product protection or attorney-client privilege is not adequate."); *Exxon Chem. Pats., Inc. v. Lubrizol Corp.*, 131 F.R.D. 668, 671 (S.D. Tex. 1990) ("[A]n improper assertion of a privilege is no assertion at all."). Indeed, on one hand, Sentinel claims that it needs to review the documents because Beecher does not have "the requisite knowledge to be able to make these determinations on Sentinel's behalf." Mot. ¶ 19. If so, this demonstrates that Beecher is not a part of any privileged relationship,[3] and disclosure of privileged information to such a third party waives the privilege. *Nguyen v. Excel Corp*., 197 F.3d 200, 207 (5th Cir. 1999). On the other hand, Sentinel belatedly claims in its Reply that Beecher is

[3] Sentinel suggests that Beecher is merely its "agent," and reasons that this renders *Nguyen*'s waiver holding "inapplicable here." Reply ¶ 19. But control by the principal is an essential characteristic of an agency relationship, *see* Restatement (Second) of Agency § 14, and Sentinel repeatedly disclaims having control over Beecher, *see, e.g.*, Reply ¶ 3 n.4 ("Beecher never confirmed to Sentinel that it will refrain from producing confidential or privileged information"); *id.* (professing concern that "Beecher was prepared to produce nonrelevant as well as privileged and confidential documents"). Sentinel's admitted lack of control contradicts the notion that any privilege remains here.

within the privilege because "Beecher assists Sentinel in conducting its own business, including obtaining legal advice." Reply ¶ 18. That begs the question as to why Beecher cannot make the privilege determinations on its own. Sentinel cannot have it both ways. And fatally, even if there were a cognizable claim of Sentinel privilege in the documents at issue, Sentinel has nowhere explained why it has not assisted Beecher with conducting a privilege review of the material and the preparation of a privilege log.

11. As to confidentiality, Sentinel now identifies two Cayman laws that it claims permit it to unilaterally withhold any document that it deems confidential—the Cayman Data Protection Act and Confidential Information Disclosure Act. Reply ¶ 3. But Sentinel *does not provide any explanation* of why these Cayman laws apply to a U.S. entity subject to a subpoena seeking documents in its possession in the United States. Nor does Sentinel address long-established case law holding that foreign law cannot be used to block compliance in the United States with a subpoena properly served under the Federal Rules of Civil Procedure. *See, e.g.*, *Société Nationale Industrielle Aérospatiale v. U.S. Dist. Ct. for S. Dist. of Iowa*, 482 U.S. 522, 544 n.29 (1987) (explaining that foreign statutes do not give foreign entities "preferred status in our courts"); *Madden v. Wyeth*, No. 03-cv-167, 2006 WL 7284528, at *1 (N.D. Tex. Jan. 12, 2006) (ordering production of documents notwithstanding foreign law). Nor does Sentinel even try to explain what these laws actually require and how they actually prevent discovery here.[4]

[4] Given Sentinel's total lack of explanation, the Court need not wade into these laws. But even a cursory review shows that they do not allow the withholding of confidential information as Sentinel wishes to do here. *See* Data Protection Act § 25, https://ombudsman.ky/images/pdf/laws_regs/Data_Protection_Act_2021_Rev.pdf#page=25 (exempting disclosures required by law or made in connection with legal proceedings); Confidential Information Disclosure Act § 4, http://www.dlp.gov.ky/portal/pls/portal/docs/1/12324519.PDF#page=5 (conditioning disclosure on submission of application to Cayman court).

12. Finally, Sentinel offers no arguments for why the Management Agreement—a private agreement between two parties—should somehow trump the Federal Rules of Civil Procedure or the protective order that governs this case. How Sentinel and Beecher privately labeled the documents in Beecher's possession is irrelevant to whether the documents must be produced pursuant to a lawful U.S. subpoena. *See, e.g.*, *Allergan, Inc. v. Teva Pharms. USA, Inc.*, No. 2:15-cv-1455, 2017 WL 132265, at *3 (E.D. Tex. Jan. 12, 2017) (granting motion to compel and holding that "no . . . confidentiality agreement can bind a court and bar the court from ordering production of [the requested material]" because, "[o]therwise, parties could, by agreement, effectively create new privileges against discovery orders"); *Shell Offshore, Inc. v. Eni Petroleum US LLC*, No. 16-cv-15537, 2017 WL 4226153, at *3 (E.D. La. Sept. 22, 2017) (holding that "[n]either Shell's confidentiality agreement with other parties . . . nor its own internal policy are determinative of the sealing issue" and citing cases for the proposition that private agreements do not affect discovery standards); *Brown & Williamson Tobacco Corp. v. FTC*, 710 F.2d 1165, 1180 (6th Cir. 1983) ("The confidentiality agreement between the parties does not bind the court in any way."). This case law is fatal to Sentinel's argument that the Management Agreement somehow allows it to withhold "confidential business information."

CONCLUSION

13. For the reasons above and those detailed in UBS's Opposition, Sentinel's Motion should be denied. UBS also respectfully requests that the Court award UBS's fees and costs incurred in responding to this baseless Motion and award any other relief that is just and equitable. *See* 11 U.S.C. § 105(a) ("The court may issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of [Title 11]"); *In re Dernick*, Nos. 18-32417, 18-32494, 2019 WL 5078632, at *6 (Bankr. S.D. Tex. Sept. 10, 2019) (awarding fees in connection with

motion for protective order); *In re Skyport Glob. Commc'ns, Inc.*, 408 B.R. 687, 696 (Bankr. S.D. Tex. 2009) (awarding fees).

Dated: October 27, 2021

Respectfully submitted,

/s/ *Sarah Tomkowiak*

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